

like to express its appreciation to our current hauler for the years of service and support that they have provided Downers Grove. BFI has always maintained a record of outstanding service in the Village and has been a great corporate partner. This decision, however, was based on consideration of a variety of factors, of which service history was one of many.

Village staff is aware that this contract, if approved, will require certain adjustments and accommodations by residents of Downers Grove in order to transition to the new service provider. Staff is confident that this transition will also bring about a series of service improvements based on the manner in which Onyx has structured its operations. Those improvements and a plan to manage the transition are explained in greater detail below. The proposal submitted by Onyx will save Village residents an estimated \$1.4 million over the five-year life of the contract, as compared to the second lowest bidder, based on the current program with approximately the same number of sticker sales and toter customers.

Service/Pricing Options

The RFP required bidders to provide pricing that allowed the Village to easily select from a menu of options based on a desired level of service and desired rate. In addition to a base sticker price for standard refuse and yard waste collection (with no Amnesty Day collection included), the Village also requested pricing in an itemized fashion for each of the following supplemental services:

- One annual Amnesty Day collection
- A second annual Amnesty Day collection
- A 6-week leaf pick-up program (leaves must be bagged, no stickers required)
- A brush collection program administered twice per year (brush must be properly bundled, no stickers required)

The following table reflects the base prices for each of the price proposals submitted:

	Base Refuse Stickers			Base Yard Waste Stickers		
	Onyx	BFI	Waste Mgmt	Onyx	BFI	Waste Mgmt
2005-06	\$1.91	\$2.08	\$3.35	\$1.90	\$2.08	\$3.35
2006-07	\$1.97	\$2.23	\$3.45	\$1.96	\$2.23	\$3.45
2007-08	\$2.03	\$2.38	\$3.55	\$2.02	\$2.38	\$3.55
2008-09	\$2.09	\$2.52	\$3.66	\$2.08	\$2.52	\$3.66
2009-10	\$2.15	\$2.62	\$3.77	\$2.14	\$2.62	\$3.77

Given the disparity in prices between the three proposals, staff chose to remove Waste Management from further consideration. Waste Management’s written proposal contained no explanation for their high base sticker price.

Comparison of the remaining two bidders’ base sticker prices and supplemental prices reveal further disparities between the pricing of the low bidder and the second low bidder (see the chart on the following page). The price quotations sheets from each of the bidders have also been attached to reflect the original pricing figures submitted.

Leaf Pick-up Program Calculation Error

In conversations with Onyx regarding their proposals, Village staff specifically inquired about the bid price for the leaf pick-up program, concerned that the incremental cost of \$0.05 cents in the first four years, increasing to \$0.06 in the fifth year, seemed low. After requesting that Onyx reexamine their assumptions, Onyx indicated that the original bid price for the leaf pick-up program was inaccurate and did not take into account an assumption for the substantial reduction in the sale of yard waste stickers. As a result, Onyx indicated that if the Village would like to have the yard-waste program incorporated into the price of the refuse & yard waste stickers, the increment price would have to be set at \$0.15 for the first four years and \$0.16 for the fifth year.

Even though the original bid price does constitute the formal bid that could be accepted by the Village, staff feels that doing so would engender a poor working relationship between the Village and the Contractor, and therefore recommends that, if the final contract includes the leaf pick-up program, the adjusted incremental sticker price for the leaf pick-up program should be reflected in the full sticker price.

Comparison of Competitive Refuse, Recycling & Yard-Waste Proposals (2005-2010)

	ONYX PROPOSAL					BFI PROPOSAL				
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Refuse Sticker										
Base Sticker Price	1.91	1.97	2.03	2.09	2.15	2.08	2.23	2.38	2.52	2.62
w/1 Amnesty Day (AD)	2.04	2.10	2.17	2.23	2.29	2.20	2.35	2.50	2.65	2.75
w/1 AD & Leaf Pickup (LP)	2.19	2.25	2.32	2.38	2.45	2.45	2.65	2.85	3.05	3.15
w/1 AD, LP & Brush Collection	2.24	2.30	2.37	2.43	2.50	NA	NA	NA	NA	NA
w/2 AD	2.12	2.18	2.26	2.32	2.38	2.40	2.55	2.75	2.90	3.05
Yard Waste Sticker										
Base Sticker Price	1.90	1.96	2.02	2.08	2.14	2.08	2.23	2.38	2.52	2.62
w/1 Amnesty Day (AD)	2.03	2.09	2.16	2.22	2.28	2.20	2.35	2.50	2.65	2.75
w/1 AD & Leaf Pickup (LP)	2.18	2.24	2.31	2.37	2.44	2.45	2.65	2.85	3.05	3.15
w/1 AD, LP & Brush Collection	2.23	2.29	2.36	2.42	2.49	NA	NA	NA	NA	NA
w/2 AD	2.11	2.17	2.25	2.31	2.37	2.40	2.55	2.75	2.90	3.05
64-Gallon Toter	15.00	15.45	15.91	16.39	16.88	16.18	17.18	17.95	18.50	19.25
96-Gallon Toter	18.88	19.44	20.02	20.63	21.24	21.25	21.75	22.50	22.95	23.50
Value of Contract (in millions of \$)	1.88	1.93	1.99	2.05	2.11	2.11	2.28	2.45	2.62	2.71
(assumes 625,000 refuse stickers, 225,000 yd. waste stickers w/ 1 AD, 1000 64-gallon containers and 400 96-gallon containers)	% Incr:	2.7%	3.1%	2.6%	2.9%	% Incr:	8.1%	7.5%	7.0%	3.3%

The pricing submitted by Onyx is extremely competitive as compared to the Village's price history for stickers and toter rental, as detailed in the table below.

Downers Grove Refuse & Yard Waste Collection Pricing History

Includes Recommended Rates Proposed by Onyx for 2005-2010 Contract

Period	Contract Year Start Date	Refuse	% Incr/ Decr	Yard Waste	% Incr/ Decr	96-Gallon Option	% Incr/ Decr	64-Gallon Option	% Incr/ Decr
90/91	5/1/1990	1.25		1.25		16.54			
91/92	5/1/1991	1.55	24.0%	1.55	24.0%	16.54	0.0%	14.00	

Period	Contract Year Start Date	Refuse	% Incr/Decr	Yard Waste	% Incr/Decr	96-Gallon Option	% Incr/Decr	64-Gallon Option	% Incr/Decr
92/93	5/1/1992	1.50	-3.2%	1.60	3.2%	18.25	10.3%	13.65	-2.5%
93/94	5/1/1993	1.50	0.0%	1.50	-6.3%	18.25	0.0%	13.65	0.0%
94/95	5/1/1993	1.50	0.0%	1.50	0.0%	18.25	0.0%	13.65	0.0%
95/96	5/1/1995	1.45	-3.3%	1.45	-3.3%	17.74	-2.8%	13.29	-2.6%
96/97	5/1/1995	1.45	0.0%	1.45	0.0%	17.74	0.0%	13.29	0.0%
97/98	5/1/1997	1.50	3.4%	1.50	3.4%	17.74	0.0%	13.29	0.0%
98/99	5/1/1997	1.50	0.0%	1.50	0.0%	17.74	0.0%	13.29	0.0%
99/00	5/1/1997	1.50	0.0%	1.50	0.0%	17.74	0.0%	13.29	0.0%
00/01	4/1/2000	1.80	20.0%	1.80	20.0%	18.36	3.5%	13.76	3.5%
01/02	4/1/2001	1.85	2.8%	1.85	2.8%	18.36	0.0%	13.76	0.0%
02/03	4/1/2002	1.85	0.0%	1.85	0.0%	18.36	0.0%	13.76	0.0%
03/04	4/1/2003	2.10	13.5%	2.10	13.5%	20.25	10.3%	15.18	10.3%
04/05	4/1/2004	2.10	0.0%	2.10	0.0%	20.25	0.0%	15.18	0.0%
Average Incr. (90-05)		0.06		0.06		0.27		0.09	

Staff Price Recommendation

Given the myriad of potential service and pricing options from which to choose, Village staff is recommending that, at a minimum, the sticker price be set to maintain the current level of service with one annual Amnesty Day. Staff recommends against including the second Amnesty Day and the brush collection program. Regarding the leaf pick-up program, staff will be looking for the Village Council to provide direction by selecting from two available options, described in detail below.

The rationale for not including the other supplemental services is as follows:

- **Second Amnesty Day** – Residents have become accustomed to one annual Amnesty Day and it is expected that a second Amnesty Day would direct a greater amount of refuse to the waste stream, contrary to the stated objectives of the Environmental Concerns Commission, which are reflected in the motion appearing below
- **Brush Collection Program** – It is expected that the brush collection program will not have widespread participation. Furthermore, an argument can be made that by incorporating the cost of the program into the price of the sticker, those residents who do not participate will be subsidizing the program for those residents who do.

Should the Village Council desire to provide a level of service that differs from the staff recommendation, such direction would have to be provided by the conclusion of the workshop discussion so that staff could prepare the appropriate contract documents for consideration at the March 1 Council Meeting.

Leaf Collection Options

Members of the Village Council have expressed a desire to address comments made by residents who would like to see the Village provide some form of a leaf pick-up program. This contract offers opportunities to address these concerns. In soliciting the request for proposal and in negotiations with Onyx, staff is able to present two options that provide residents with enhanced

services involving leaf collection. Staff is asking that Council indicate its preference for one, or neither, of the two options.

- **Option A: 6-week fall leaf pick-up program** - If the Village selects the sticker set at \$2.19 refuse/\$2.18 yard waste in Year 1, that price includes a program whereby residents who bagged and disposed of their leaves between the middle of October and end of November would not be required to put a sticker on the bag. This program would continue each year through the length of the contract.
- **Option B: Separate Leaf Sticker** - During the negotiation process, Onyx has also indicated that if the Village opts not to provide the 6-week leaf pick-up program, a separate leaf sticker used only for leaf collection could be provided that reduces the cost to a resident to dispose of leaves. Onyx has indicated that the sticker would be set at \$1.70. The sticker could be used at anytime during the yard-waste season.

Environmental Concerns Commission (ECC) Input

At its meeting on February 14, 2005, the Environmental Concerns Commission unanimously adopted the following motion to provide guidance to the Village Council in selecting a Contractor:

It is the ECC's goal to protect and ensure the health of the environment. Given our duty as outlined in Section 2.84.a) which reads, "To develop, prepare and review plans for the prevention, abatement, or control of environmental pollution, including but not limited to: air, water, land, and noise as directed by the Council and Village Manager," I move that a proposal for refuse, recycling and yard waste collection ensure the following components:

- 1) The proposal include a recycling program that is as good or better than the existing recycling program and continues to provide an economic incentive to recycle.*
- 2) The proposal identifies measures to guard against co-mingling of refuse and recyclables, thereby avoiding the contamination of recyclable materials.*
- 3) The proposal should promote recycling and composting, and the diversion of discarded material away from landfills.*

Above all, the cost of refuse and yard waste removal is subordinate to the above considerations.

Village staff, through its participation in the ECC discussions, and after questioning representatives from Onyx regarding their ability to satisfy the criteria outlined in the ECC's motion, is confident that Onyx will be able to provide service in such a manner that meets the objectives of the ECC. Representatives from Onyx will be present on Tuesday night to discuss specifically how the company intends to address these concerns.

Managing the Transition to a New Service Provider

Efforts will be made to ensure that the transition to a new provider is as seamless as possible. Staff is confident that Onyx has the experience necessary to effectively implement a plan that ensures that service is provided beginning April 1 with minimal disruption. ***Onyx has indicated that in order to provide service to Downers Grove residents, the collection days for certain areas of the Village will have to be adjusted.*** Village staff is working with Onyx to ensure that

these adjustments affect as few residents as possible, and more importantly, that a sound public relations (PR) campaign is developed to notify all residents of any impending changes.

Public Relations & Customer Service Efforts

Staff from the Village Manager's Office has already begun discussions with the Public Information Office and representatives from Onyx to develop and implement a detailed plan in order to ensure that proper notification is provided to all Village residents served by this contract. This plan includes use of all possible means of communication available to the Village, including direct mailing to all residents.

In addition to ensuring the smoothest possible transition, the PR campaign will offer other benefits as well. For instance, it will allow the Village to provide information about the new or modified services provided under the proposed contract. In addition, it will allow the Village to better publicize the recycling program and ensure that residents understand how to properly recycle their waste, helping to advance one of the primary objectives of the Environmental Concerns Commission.

Effectively transitioning to a new waste hauler will require the Village and Onyx to provide immediate and accurate responses to resident inquiries that we will receive during the first several weeks of the new contract. All Village personnel who might possibly receive a call from a resident with a question, complaint or concern involving collection services will be provided with the information necessary to respond promptly. Staff will also ensure that the Village home page has a recognizable link that provides all of the information in an easily understandable online format.

Onyx Service Related Issues: Vehicle Type

Onyx will be using vehicles with two compartments, one of which accepts only refuse and the other that accepts only recyclable materials. This will mean that in most cases only one vehicle will be required to collect refuse and recycling from households in the Village. It will also mean that these vehicles will weigh less, on average, than single compartment vehicles, causing less damage to the Village's residential streets.

In the event that a bulk item is placed at the curb that cannot fit into the refuse compartment, a single compartment vehicle will be dispatched in order to collect those bulk items. The informational materials that will be provided to residents will publicize this method of collection, so that residents don't become concerned if their bulk items aren't disposed of with the rest of their waste, and to make sure that residents understand why their refuse and recyclables are being placed into the same vehicle.

Amnesty Day Collection

Onyx has proposed to schedule Amnesty Day collection on a Saturday for the entire Village, as opposed to incorporating it into the regular collection schedule. This is necessary because the two-compartment vehicles that Onyx would be using during the week cannot adequately accommodate the waste that is generated during Amnesty Day. During the Saturday collection day, a sufficient number of single compartment vehicles would be used to conduct all collection efforts. There would be no recycling or yard waste collection during the Saturday Amnesty Day. While this would represent a significant shift from past practice, the Village believes that there are benefits to this approach:

- Residents would likely find it more convenient to prepare for a Saturday Amnesty Day collection as opposed to a mid-week collection
- A Saturday collection would confine the large amount of refuse that accumulates in the Village during the Amnesty Day period to one day as opposed to several days
- Although it would require an initial adjustment for residents, ongoing promotional efforts would be easier

Advantages of Selecting Onyx

Staff believes that there are several benefits that would be realized by choosing Onyx as the Village's Contractor for refuse, recycling & yard-waste collection services, including:

- Lowest available price for residents of Downers Grove in each year of the contract
- Service provided by the fourth largest waste hauling corporation in the country
- Reduction of the number and weight of disposal vehicles on residential streets
- Amnesty Day collection conducted on one single day
- Affordable options for providing enhancements to leaf collection in the Village

Disadvantages of Transition to a New Hauler

Staff also recognizes that the transition to a new waste hauler will present several challenges:

- The current hauler has experience in providing service to Downers Grove for over 23 years, and provides service to several neighboring communities, in addition to maintaining a larger residential collection operation overall
- A thorough public relations campaign will have to be developed and implemented
- Households in certain areas of the community will be required to shift to a different collection day
- Residents will have to seek refunds for current sticker within the 120-day grace period, as stated in the current contract

Requested Input from Village Council

To summarize the information provide above, and clarify what is needed in order to proceed with the execution of the Contract, staff is seeking input from the Village Council regarding the following:

1. Is the Village Council comfortable with Village staff proceeding to finalize negotiations with Onyx Waste Services, Inc. and present a contract on March 1 for consideration?
2. Does the Village Council support the recommendation by Village staff to set the sticker price to include one Amnesty Day, at a minimum, and exclude the second Amnesty Day and brush collection program?
3. Which of the options regarding leaf collection would the Village Council like to see incorporated into the Contract: 1) Leaf Collection Program, 2) Leaf sticker, or neither of the two options?

REFERENCE CHECKS:

Village staff is in the process of conducting reference checks of those municipalities that are currently served by Onyx Waste Services, Inc. Staff will have a report available to present to Council at the workshop meeting on February 22 detailing the results of these reference checks. Preliminary conversations with current customers that are most comparable to Downers Grove have indicated they are satisfied with the services provided by Onyx.

ATTACHMENTS:

- Contract Document
- Related materials from Onyx proposal
- General Price Quotation Sheets & Schedule of Alternatives and Deviations from Onyx, BFI, Waste Management, and ARC Disposal

STAFF RECOMMENDATION:

Staff recommends that the Village Council provide direction regarding the three questions outlined in the section “Requested Input from Village Council”.

REQUESTED COURSE OF ACTION:

Place item on the Consent Agenda of March 1, 2005 for consideration by the Village Council, assuming positive response to question #1 above.



REQUEST FOR PROPOSAL

Project Name: Refuse, Recycling, and Yardwaste Service

Name of Proposing Company:

Proposal No.: 005-010-001

Onyx Waste Services Midwest, Inc.

Proposal Due: Friday, February 11, 2005 - 3:00pm

Pre-Proposal Conference: Required, Thursday, January 27, 2005 - 9:00am, Village Hall

Required of All Proposers:

Deposit: \$5,000.00
Letter of Capability of Acquiring
Performance Bond: N/A

Required of Awarded Contractor:

Performance Bond/Letter of Credit: \$500,000.00
Certificate of Insurance: Yes

Legal Advertisement Published: Friday, January 7, 2005

Date Issued: Friday, January 7, 2005

This document comprises 51 pages.

Return **original** and **two duplicate copies** of proposal in a **Sealed envelope** marked with the Proposal Number as noted above to:

Theresa H. Tarka, Purchasing Assistant
Village of Downers Grove
801 Burlington Ave.
Downers Grove, Illinois 60515

630/434-5530
Monday – Friday 8 a.m. to 5 p.m.

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers **MUST** submit an original and 2 copies of the total proposal. Upon formal award of the proposal, the successful Proposer will receive a copy of the executed contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that Village of Downers Grove will receive sealed proposals until Friday, February 11, 2005 at 3:00 p.m.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Theresa Tarka, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 All proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this proposal, the proposer certifies under penalty of perjury that he has not acted in collusion with any other proposer or potential bidder.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to our proposers of record.
- 2.3 In case of error in the extension of prices in the bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any proposal including any proposer's travel or personal expenses shall be the sole responsibility of the proposer and will not be reimbursed by the Village.
- 2.5 The proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance

with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a proposal, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the proposer, up to the time set for the proposal opening, by a letter bearing the signature or name of person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of sixty (60) calendar days from the date set for the proposal opening, unless otherwise specified.

4. DELIVERY

- 4.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

5. TAX EXEMPTION

- 5.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification will also be provided to selected vendor.

6. RESERVED RIGHTS

- 6.1 The Village of Downers Grove reserves the right to waive irregularities and informalities and to accept any Proposal and to reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of proposal will not be waived.

II. TERMS AND CONDITIONS

7. VILLAGE ORDINANCES

- 7.1 The successful proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

8. USE OF VILLAGE'S NAME

- 8.1 The proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

9. SPECIAL HANDLING

- 9.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

10. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 10.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its Subcontractors.

11. NONDISCRIMINATION

- 11.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this proposal, the Proposer certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S.

Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

12. EQUAL EMPLOYMENT OPPORTUNITY

- 12.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Proposer agrees as follows:
- 12.2 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 12.3 That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 12.4 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military services.
- 12.5 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 12.6 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- 12.7 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 12.8 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.
(Filed February 6, 1981, Effective February 9, 1981.)
- 12.9 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

13. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 13.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 13.2 Establishing a drug free awareness program to inform employee's about: (1) the dangers of drug abuse in the workplace; (2) the Village's or proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 13.3 Providing a copy of the statement required by subparagraph 13.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

- 13.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 13.1 above from an employee or otherwise receiving actual notice of such conviction.
- 13.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 13.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 13.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

14. PREVAILING WAGE ACT

- 14.1 Proposer agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this contract. Proposer agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract.
- 14.2 Proposer and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Proposer in connection with the contract. This record shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of labor and must be preserved for four (4) years following completion of the contract.
- 14.3 If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Proposer agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

15. INSURANCE REQUIREMENTS

- 15.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury of death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
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Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to 15.9 below)	\$2,000,000	Each Claim
	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 15.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis"
- 15.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 15.4 Workers Compensation coverage shall include a waiver of subrogation against the Village of Downers Grove.
- 15.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 15.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village of Downers Grove by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village of Downers Grove shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.

- 15.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village of Downers Grove may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village of Downers Grove, or terminate this Agreement pursuant to its terms.
- 15.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village of Downers Grove. Renewal certificates shall be provided to the Village of Downers Grove not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village of Downers Grove and shall provide satisfactory evidence of compliance with all insurance requirements. The Village of Downers Grove shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village of Downers Grove shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 15.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 15.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Municipality, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Municipality, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 15.11 Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME Marsh USA Inc.,

AGENT Charlene Helaire

Street Address Wells Fargo Plaza, 1000 Louisiana, Suite 4000

City, State, Zip Code Houston, Texas 77002

Telephone Number (713) 276-8507

PROPOSER'S CERTIFICATION

Proposer, Onyx Waste Services Midwest, Inc., hereby certifies that
(Name of Proposer)

it is not barred from bidding on the contract for:

Refuse, Recycling, and Yardwaste Service
(Description of Contract)

as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4 of
the Illinois Compiled Statutes.

Proposer further certifies that it is not delinquent in the payment of
any tax administered by the Department of Revenue, or that Proposer is
contesting its liability for the tax delinquency or the amount of a tax
delinquency in accordance with the procedures established by the appropriate
Revenue Act. Proposer further certifies that if it owes any tax payment(s) to
the Department of Revenue, Proposer has entered into an agreement with the
Department of Revenue for the payment of all such taxes that are due, and
Proposer is in compliance with the agreement.

BY: 
Proposer's Authorized Agent

3	9	-	1	7	5	3	4	5	2
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FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
this _____
NAME

Subscribed and sworn to before me
_____ day of _____, 19

Social Security Number

Notary Public

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Supplier is a corporation organized and existing under the laws of the
State of Wisconsin, which operates under the Legal name of
Onyx Waste Services Midwest, Inc., and the full names of its Officers
are as follows:

President: Paul R. Jenks

Secretary: Michael K. Slattery

Treasurer: George K. Farr

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of:

_____ which name is registered with the
office of _____ in the state of _____

(c) Sole Proprietor

The Supplier is a Sole Proprietor whose full name is _____

and if operating under a trade name, said trade name is _____

_____ which name is
registered with the office of _____

in the state of _____.

16. COPYRIGHT/PATENT INFRINGEMENT

- 16.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

17. SUBLETTING OF CONTRACT

- 17.1 No contract awarded by the Village of Downers Grove shall be assigned or any part sub-contracted without the written consent of the Village Manager. In no case shall such consent relieve the Awarded Proposer from his obligation or change the terms of the contract.

18. TERM OF CONTRACT

- 18.1 This contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds.

19. TERMINATION OF CONTRACT

- 19.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Awarded Proposer, for any reason and/or in the event that sufficient funds to complete the contract are not appropriated by the Village of Downers Grove.

- 19.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days' written notice to the Awarded Proposer, in the event of default by the Awarded Proposer. Default is defined as failure of the Awarded Proposer to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Awarded Proposer fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Manager may deem appropriate, supplies or services similar to those so terminated. The Awarded Proposer shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Manager that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Awarded Proposer. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Awarded Proposer.

20. DELIVERIES

- 20.1 All materials shipped to the Village of Downers Grove must be shipped F.O.B. designated location, Downers Grove, Illinois.

21. BILLING & PAYMENT PROCEDURES

- 21.1 Payment will be made upon receipt of an invoice referencing Village of Downers Grove purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village of Downers Grove payment schedule. The Village of Downers Grove will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 21.2 The Village of Downers Grove shall review in a timely manner each bill or invoice after its receipt. If the Village of Downers Grove determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 21.3 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

22. COMPLIANCE WITH OSHA STANDARDS

- 22.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

23. CERCLA INDEMNIFICATION

- 23.1 The Awarded Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, 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.

24. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 24.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

25. STANDARD OF CARE

- 25.1 Services performed by Proposer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the

profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

25.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.

25.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) construction means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; (iii) or for any construction contractor(s)' failure to perform its work in accordance with contract documents.

26. GOVERNING LAW

26.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

27. SUCCESSORS AND ASSIGNS

27.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Proposers.

28. WAIVER OF CONTRACT BREACH

28.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. AMENDMENT

29.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

30. CHANGE ORDERS

30.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties. The appropriate authorizing signature for the Village is the Village Manager.

31. SEVERABILITY OF INVALID PROVISIONS

31.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

32. NOTICE

32.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Mr. Riccardo Ginex
Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Name of Contact Mark A. Nighbor
Name of Firm/Business Onyx Waste Services Midwest, Inc.
Street Address 1525 Kautz Road, Suite 1000
City, State, Zip West Chicago, Illinois 60185

III. **DETAIL SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL SERVICES FOR THE VILLAGE OF
DOWNERS GROVE**

1. **DEFINITIONS**

For the purpose of the Contract, definitions of certain terms are listed below. Certain words or phrases, when used in the Contract shall have the same meaning given to them in this section. Other terms shall be defined within applicable subsections.

Attached Single-Family Dwelling (Group, ROW, Townhouse) A building originally designed and constructed to accommodate two (2) or more dwelling units, with dwelling units joined together by party wall or walls and being not more than two (2) stories in height. Each unit shall have its own ground floor entrance and living space.

Biodegradable shall mean chemically structured material that decomposes rapidly primarily through the action of living soil-borne microorganisms (bacteria, fungi, and actinomycetes) or macro-organisms (crickets, slugs, snowbugs, millipedes, etc.).

Brown Kraft 2-Ply Paper Bags shall mean a two-layer brown product container comprised of kraft paper most often used to contain groceries.

Chipboard shall mean a single-layer cardboard used for packaging cereal, crackers, tissues, and other similar products.

Compost(ing) shall mean the process by which aerobic microorganisms decompose organic matter into a humus-like product.

Contract shall mean the agreement created by and consisting of the Contract Documents.

Contract Documents shall include the Request for Proposals, Terms and Conditions, Detail Specifications and the Proposal /Contract Form. **Contractor** shall mean the firm with which the Village has executed the Contract for Solid Waste Collection and Disposal Services

Corrugated Cardboard shall mean a sturdy paper product commonly used as a packaging consisting of two paper grades – a wavy inner portion and an outside liner.

Curbside shall mean adjacent to the street pavement, alley pavement and gutter and within five feet thereof.

Customer shall mean the resident party, property owner of a dwelling unit in Downers Grove corporate boundaries participating in the scavenger collection service.

Day shall mean Calendar Day unless otherwise stated.

Detached Dwelling A single-family dwelling entirely surrounded by open space.

Disposal Unit shall have different meanings as follows: For the purposes of refuse collection, a "disposal unit" shall mean one (1) water-tight metal, or plastic reusable waste container, no larger than thirty-two (32) or thirty-three (33) gallons in capacity, containing refuse, yard-waste or household construction and demolition debris as herein defined; or one (1) securely tied, bundle of refuse or debris which is not placed in a container that does not exceed three (3) feet in diameter, six (6) feet in length, and fifty (50) pounds in weight, or one (1) single miscellaneous or odd-shaped item of refuse or debris that does not exceed fifty (50) pounds in weight. A large household item as is herein defined, is to be considered a disposal unit. Household construction and demolition debris, as is herein defined, is to be considered a disposal unit. For the purpose of yard-waste collection, a "disposal unit" shall mean one (1) biodegradable two-ply fifty (50) pound wet-strength kraft paper bag designed for yard-waste collection, not to exceed thirty-three (33) gallons in capacity and fifty (50) pounds in weight, containing "yard-waste" as herein defined, or one (1) securely tied, bundle of brush or branches using biodegradable cord, string, rope or twine that does not exceed fifty (50) pounds in weight, two (2) feet in diameter, and four (4) feet in length and is manageable by one (1) person.

Envelope shall mean a flat, folded paper container for a letter or smaller object.

Escalator Sticker shall mean a small biodegradable paper stamp with a sum of money equal to the difference between previous term's rate for service and the upcoming term's rate for service. The purpose of the escalator sticker is to allow homeowners holding expired refuse or yard-waste stickers to use the expired sticker by affixing an escalator sticker to the expired sticker. The Contractor shall accept the prior refuse and yard-waste stickers at their indicated face value through August 31, 2003.

Frozen Food Packages shall mean paperboard containers with special coatings to prevent tearing of the packages or smearing of the ink from moisture when refrigerated or frozen.

Garbage or Rubbish shall mean discarded materials resulting from the handling, cooking, spoilage, and leftovers of food, discarded food or food residues, and paper necessarily used for wrapping same, and all types and kinds of waste materials from housekeeping activities, including, but not limited to ashes, metal cans bottles, books, glass, plastic, newspapers, boxes, cartons, and small amounts of earth, rock or sod, small automobile parts and building materials waste from residential type do-it-yourself projects provided that all such materials are of a size sufficiently small to permit being placed in an approved refuse container, except those items which are banned from direct disposal into a landfill.

HDPE shall mean high-density polyethylene.

Household Construction and Demolition Debris shall mean waste materials from interior and exterior household construction, remodeling and repair projects, including but not limited to: drywall, plywood and paneling pieces, lumber and other building materials; windows and doors, cabinets, carpeting, disassembled bathroom and kitchen

fixtures; and small amounts of sod, earth, clay, sand, concrete, rocks and similar materials. Such debris shall conform to the following: loose small items shall be placed in suitable disposable containers not exceeding fifty (50) pounds in weight, or in bundles not exceeding two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight.

Household Garbage shall mean garbage and rubbish as collected from the residents of the Village of Downers Grove currently receiving curbside scavenger service or on-site dumpster service.

Household Garbage – Large Items shall mean any items set forth under “Garbage and Rubbish” above if such item is too large to fit in an approved Disposal Unit including, but not limited to boxes, barrels, crates, furniture, refrigerators, carpets, mattresses, box springs, hot water heaters, stoves and other household appliances, except those items which are banned from direct disposal into a landfill.

Household Garbage – Large Items shall not include waste from manufacturing processes, construction materials, broken concrete, lumber, large rocks, automobile parts other than tires or dangerous substances which may create a danger to the health, safety, comfort or welfare of the residents of the Village of Downers Grove or items which are banned from direct disposal into a landfill.

Industrial Wastes shall mean any and all debris and waste products generated by canning, manufacturing, food processing, restaurant, land clearing, building construction or alteration and public works type construction projects whether performed by a governmental unit or by Contract.

Juice Boxes shall mean aseptic cartons consisting of a high-grade paperboard coated with polyethylene plastic and aluminum foil, excluding milk cartons.

Junk Mail shall mean brochures, advertisements, flyers, post cards, greeting cards, window envelopes, and other similar correspondence.

Landscape Sticker (also referred to as Yard-waste Sticker) shall mean a special biodegradable sticker with glue that adheres to plastic and paper during weather extremes provided by the Contractor to retailers for sale to the public wherein the purchase price includes the Contractor's total collection, processing, and sale/disposal costs for Landscape Waste.

Landscape Waste (also referred to as Yard-waste) shall mean hard landscape waste and soft landscape waste.

Large Household Item (also known as “Bulk Item”), shall mean any discarded and unwanted large household appliance such as freezers, stoves, trash compactors, washers, dryers, dishwasher, humidifiers, dehumidifiers, microwaves, water softeners, televisions, pianos, organs, tables, chairs, mattresses, box springs, bookcases, sofas and similar furniture. All “white goods” including those containing CFC's (chlorofluorocarbons), switches containing mercury, and PCB's (polychlorinated biphenyls) shall all fit into this

definition.

LDPE shall mean low density polyethylene.

Magazines shall mean periodical publications, usually glue bound.

Mixed Papers shall mean stationary, various office papers such as; computer paper, xerox paper, note paper, letterhead, and other similar papers.

Multiple-Family Dwelling A dwelling containing three (3) or more dwelling units, with one or both of the following: (a) More than one (1) dwelling unit connecting to a common corridor or entrance-way; or, (b) Dwelling unit vertically connected to neighboring dwelling units through shared floors and ceilings.

PET shall mean polyethylene terephthalate.

Performance Bond shall mean the form of security approved by the Village and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.

Processing Center shall mean a location to be maintained or utilized by the Contractor for the purpose of sorting, preparing, and marketing of recyclable materials.

Properly-Prepared shall mean materials prepared according to the disposal program restrictions for refuse, yard-waste, and recycling.

Processing Costs shall mean all reasonable costs incurred by the Contractor with respect to the collection of recyclables from residents currently receiving curbside scavenger services.

Public Awareness Program shall mean a program developed and provided by the Contractor and the Village to inform and encourage residents to use the recycling collection services and other waste collection and disposal services of the Village.

Recyclables or **Recyclable Material(s)** shall mean, at a minimum, those materials listed on Appendix 2.

Recycling shall mean the use, collection, and remanufacture of secondary materials as feedstock for the production of new materials or products.

Recycling Containers (bins) shall mean a hard-walled plastic container which can enclose recyclable materials when set out on the right-of-ways for collection. Container size is determined by the Village of Downers Grove, sold and delivered by the Contractor.

Refuse shall mean all discarded and unwanted household and kitchen wastes, including but not limited to: food, food residues, and materials necessarily used for packaging, storing, preparing and consuming same, usually defined as "garbage"; and all

combustible and non-combustible waste materials resulting from routine domestic housekeeping, including but not limited to: aluminum and steel cans, glass containers, plastic containers, crockery and other containers, metal, paper (of all types), including newspapers, books, magazines, catalogs, boxes and cartons, cold ashes, furniture, furnishings and fixtures, household appliances (all kinds), textiles and leathers, toys and recreational equipment and similar items. For the purposes of this Agreement, the terms "garbage", "refuse", "rubbish", and "waste" shall be synonymous unless otherwise more specifically defined (for example: "yard-waste").

Refuse Sticker shall mean a biodegradable paper stamped with the Village name and the Contractor's name and telephone number providing the solid waste services for the Village. The sticker shall represent proof of payment for collection and disposal services to be rendered by the Contractor.

Residence shall mean all attached single family and detached single family dwelling.

Single-Family Dwelling A detached dwelling containing accommodations for and occupied by one (1) family only.

Specifications shall mean specifications identified in the Contract.

Tote (also referred to as a Toter) A plastic wheeled container in sizes ranging from 64 to 96 gallons, with tight-fitting cover, requiring semi-automatic lifting mechanism for collection, and approved by and/or supplied by the Contractor for an additional monthly charge.

Waste shall mean refuse, recyclables, yard or landscape waste and white goods.

Wet-strength Carrier Stock shall mean rectangular-shaped paperboard containers with special coatings to prevent tearing of the containers or smearing of the ink from moisture when refrigerated.

White Goods shall mean refrigerators, ranges or stoves (electric or gas), freezers, room air conditioners, water heaters and other similar domestic large appliances.

Yard-waste container/unit shall mean a container or unit and may be a kraft paper bag not exceeding thirty (34) gallons of capacity weighing up to fifty (50) pounds. The kraft paper bag shall be of the type specifically intended for landscape waste, being specifically biodegradable and not chemically treated; or a waste container (excluding plastic bags) not exceeding thirty-four (34) gallons of capacity weighing up to fifty (50) pounds; or one bundle of hard landscape waste not exceeding two (2) feet in diameter and four (4) feet in length weighing up to fifty (50) pounds. Said bundle to be securely tied with biodegradable natural fiber twine. Securing with plastic or wire is prohibited.

Yard-waste (also known as "landscape waste") shall mean grass clippings, leaves, branches and brush, other yard and garden trimmings, vines, garden plants and flowers, weeds, tree droppings (for example: pine cones and crabapples), and other similar organic waste materials accumulated as the result of the cultivation and maintenance of lawns,

shrubbery, vines, trees and gardens. Sod, dirt, Christmas trees, and greenery from wreathes and garlands shall not be considered yard-waste and shall be disposed of as refuse, unless the composting facility will accept it.

2.1 Description of the Village's Solid Waste Program.

Refuse, yard-waste, and curbside recycling services are provided to residences located within the Village on a once-per-week basis. Refuse and yard-waste collection is a volume-based user fee (sticker) program. There are currently approximately 14,100 collection units located within the Village. A report detailing the weight of materials collected from the month of January 2003 through December 2004 is attached hereto as Exhibit C.

Customers are required to properly attach a waste sticker to each 32/33 gallon disposal unit) weighing fifty (50) pounds or less. Bulk items (see "Household Garbage-Large" definition) are removed on regular pickup days and require one refuse sticker per every fifty (50) pounds. White goods are removed on regular pickup days and require one refuse sticker per every 50 pounds, with an advance call to the contractor.

Yard-waste collection shall begin each year on the 1st collection day in April and end the last collection day in December.

2.2 Scope of Work

The Contractor shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, transportation services, and landfill and compost facility space required to perform and complete the collection and disposal of refuse and yard waste. The Contractor shall also make necessary arrangements with processors required to perform and complete the collection and marketing of recyclables.

The collection of refuse, yard waste, and recyclable materials shall be a joint program awarded to one firm and cannot be quoted or operated as separate programs.

2.3 Collections Units.

The base unit of service shall be known as a "Collection Unit or Stop". The Contractor shall collect, remove and dispose from every residential building unit, as defined herein, in the Village of Downers Grove, all refuse, yard-waste and curbside recyclables that may be set out for collection one (1) time each week.

2.4. Preparation and Placement of Disposal Units

All residences receiving the aforementioned services shall be required to prepare all materials for collection and/or disposal into proper "disposal units". Residents of each household will be required to attach one refuse waste sticker, either through the handle or on the side of each 32/33 gallon refuse disposal unit or onto every item, container, box or bag set out for collection, not exceeding fifty (50) pounds. The Contractor will be required to collect only properly prepared disposal units which have a disposal sticker attached, or are in the proper pre-paid waste disposal bag. Residents will be allowed to place unlimited amounts of disposal units at the curb for collection and disposal provided that a disposal sticker has been attached to each unit.

Properly prepared refuse shall be placed as close to the roadway as practicable without

interfering with or endangering the movement of vehicles or pedestrians or snow plowing operations. The Contractor shall return all containers at each pick-up location to the curbside or adjacent to the right-of-way of paved or traveled Village roadways. Containers will be placed, not thrown, and securely placed in such a manner that they are not left lying on their sides or in a manner that would allow roadway interference of vehicle and/or pedestrian traffic. Any contents spilled on the parkways, premises, or streets are to be cleaned up in a workmanlike manner.

2.5 Acceptable/Unacceptable Material.

UNACCEPTABLE MATERIAL: The Contractor shall refuse to accept for regular collection: hazardous waste materials, radioactive materials, poisons, liquid waste, paint or similar products, acids, used motor oils, or any other material that the Contractor is legally unable to accept, in addition to any material that is not appropriately contained with a disposal sticker attached.

ACCEPTABLE MATERIAL: All refuse normally produced by residential properties shall be accepted for regular collection including but not necessarily limited to: bulk items, household fixtures, appliances, furniture and yard-waste.

2.6 Examination of Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factor which would effect the execution and/or completion of the work covered by the RFP document.

2.7 Alternatives and Deviations

The specifications included in this package describe the services which the Village feels are necessary to meet the performance requirements of the Village and shall be considered the minimum standards expected of the Contractor. Alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification for each shall be stated. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing alternatives.

If the Contractor is unable to meet any of the specifications as outlined herein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Contractor shall use Appendix 3, Schedule of Alternatives and Deviations, for listing proposed deviations.

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

The Village further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

2.8 Christmas Tree Collection

The Contractor will provide curbside collection service of live Christmas trees two (2) weeks during the 1st and 2nd full week in January each contract year. It will be the responsibility of the Contractor to either recycle or correctly dispose of live Christmas trees. Residents will not be required to affix stickers for collection and there will be no cost to the Village of Downers Grove for this service. The Contractor and the Village will work together to educate the public with respect to the condition of the trees before they will be collected. Christmas trees will be accepted provided they are free of all ornamentation, including tinsel, garland and lights. If disposable tree bags are used, a refuse sticker must be affixed to the plastic bag. Christmas trees placed at the curb during the two-week special collection period shall be recycled. Recycling shall consist of taking the Christmas trees to a compost site to be chipped, mulched or composted. The Contractor shall provide the name and location of the compost site in accordance with Appendix 6.

2.9 Yard-waste Bundled Brush.

As a part of yard-waste collection, all eligible households located within the Village's corporate boundaries shall be provided weekly bundled brush collection during specified times of year. Bundled brush must not exceed four (4) foot length, with each individual bundle not to exceed excess weight of fifty (50) pounds. Resident customers placing bundled brush out for collection will be required to bundle brush with biodegradable natural fiber twine (plastic or wire is prohibited) and affix the proper yard-waste sticker to each bundle. Bundled brush will be collected on regular refuse service days during the yearly period of time established, (April 1st through the last collection day in December).

2.10 Recyclable Material Program.

The Village of Downers Grove's recyclable material program shall remain voluntary on the part of any person receiving residential scavenger service as covered under this contract. The Contractor shall, however, provide for the collection and disposal of all recyclable material placed for collection in accordance with the terms of this Contract. The Contractor shall provide for the collection and disposal of recyclable material at no additional cost to customers receiving residential scavenger service as covered under this contract. The cost of recycling collection and disposal services has been built into the rates and charges otherwise provided for in the Contract for collection of refuse and yard-waste. All revenue collected from the sale of recyclable material shall be the property of the Contractor. The Contractor shall have representatives available to participate in community-sponsored events promoting environmental awareness.

The Contractor shall specify the method in which recyclables are to be prepared and sorted for collection by the participating residence(s). Preparation requirements may include rinsing, removing labels, flattening, removing caps and lids, and the like. The method in which the recyclables are to be generally sorted for collection by the household shall also be specified i.e. source separated, partially source separated, or commingled within the recycling container(s).

The Contractor shall specify the manner in which the recyclables are to be collected and sorted by the Contractor at the curbside; i.e. curb-sort, sorting at an intermediate processing facility, and the like. The Contractor will be responsible for cleaning up any material that has spilled as a result of the collection process.

The Contractor shall collect those recyclable materials as set forth in Appendix 2. In addition, the Contractor shall provide for the collection of any recyclable material that is accepted by the DuPage County Intermediate Processing Facility from time to time during the term of this Contract. Further, the Contractor and the Village may agree that the Contractor shall provide for the collection of other recyclable material upon such terms as the parties may agree.

There shall be no limit to the number of recyclable containers or to the quantity of recyclable material that a customer may place for collection. Customers may use their existing eighteen (18) gallon recycling containers and have the right to purchase and place for collection additional recycling containers. The Contractor shall collect from all recycling containers that have been placed for collection and shall place emptied recycling containers upside down to prevent the containers from blowing about.

The Contractor shall allow for a tagging system for recyclables not collected and must provide a simple explanation as to why the recyclable material(s) were not picked up, including, but not limited to, the following: contaminants, improper preparation; materials not accepted in program: refuse and/or yard-waste mixed with recyclables; or some combination thereof. The Contractor shall submit an example of the tagging system to be used. Recyclable materials that were rejected shall be returned to the container and not left on the street or parkway areas.

The Contractor shall purchase and maintain a reasonable supply of eighteen (18) gallon, high-density polyethylene recycling containers for residential scavenger service to cover replacement for lost, damaged and stolen containers; for customers desiring additional recycling capacity; and initial containers for newly constructed residences. The Village reserves the right to approve the type of containers purchased by the Contractor.

Recycling containers shall be sold to customers at a cost not to exceed a maximum charge of ten and no/100ths Dollars (\$10.00) per container. The Contractor shall deliver the recycling containers to the customers upon their request, and shall not add an additional charge for delivery. The Contractor may, at its discretion, bill the customer for the container or deliver it on a cash on delivery basis. The Contractor shall also supply and sell to the Village such recycling containers, if the Village decides to sell recycling containers at the Village's facilities to customers, for the same price as set forth above. The Contractor shall be responsible for delivering the containers to the specified Village facility at no additional cost to the Village or its customers.

The Contractor shall pick up all recyclable material placed in the recycling existing eighteen (18) gallon containers, or the recycling containers supplied by the Contractor, or any other recycling containers used by the customer. If, for operational purposes, the

Contractor has difficulty identifying recycling containers used for recycling purposes, the Contractor shall provide free of charge, a recycling sticker or other identification mechanism to be placed on the various recycling containers used for collection of recyclable material.

The Village reserves the right to approve the location of the processing facility the Contractor intends to use for the separation and processing of recyclable materials collected. The Contractor shall provide the name and location of the processing facility, as well as the proposed buyer/market for recyclable materials as set forth in Appendix 6. In the event that an alternative site is preferred by the Village, the Contractor shall use the alternative site location provided that any changes in the costs for collection and processing created by the use of such site will be negotiated between the Village and the Contractor prior to its use.

The Village reserves the right to accept or reject any or all suggested categories, which may be offered for collection in the residential recycling program. The Village also reserves the right to phase in at a later date, any material(s) which the Contractor has indicated an ability to collect but which the Village has determined not to add to the collection program, or to phase in any material(s) that the Contractor may not presently offer but will be able to offer sometime during the term of the Contract. The basis for determining cost of adding materials at a later date will be based on evidence supplied by the Contractor specifically justifying additional cost due to collection, administration, profit, and processing (minus revenue) only.

2.11 Special Alternative Services

Special Alternative Services will be provided by the Contractor if accepted by the Village and agreed to as part of the final contract document. In completing the Price Quotation Sheet (Appendix 1), the Contractor shall provide separate pricing for any or all of the following services that the Contractor is willing and able to offer: one or two Amnesty Day Collection(s), Special Leaf Collection Program, Brush Collection Program. The cost of these special services shall be included in the price of the refuse and/or yard waste stickers if such programs are accepted by the Village. The requirements of each special service are described below.

Amnesty Day Collection- The Contractor shall provide one or two Amnesty Day collection(s) each year of the Contract. If the Village selects and chooses to schedule said Amnesty Day(s), the Amnesty Day(s) shall be organized as follows: During one or two regular collection week(s) each year, the Contractor shall collect from each customer receiving residential scavenger service, an unlimited amount of refuse. For those scheduled Amnesty Day collections, customers shall be required to affix only a certain, limited number of refuse stickers as agreed upon by the Village and the Contractor. Amnesty Day services will be scheduled on mutually agreed upon dates unless otherwise specified in this contract.

Special Leaf Collection Program – The Contractor shall provide for the collection of leaves during a six-week period in October and November each year of the contract. Leaves that are prepared in a proper disposal will be accepted and collected during this period with no sticker

2.10 Sample Tagging Notice



SERVICE NOTICE

Nº 11201

DATE _____

TRUCK _____

ROUTE # _____

DEAR CUSTOMER AT _____

**WE WERE UNABLE TO PICK UP YOUR:
RECYCLABLES BECAUSE:**

- CONTAINER BLOCKED TIME _____
- CONTAINS ITEMS OTHER THAN RECYCLABLES
- NOT PROPERLY PREPARED
- CARD BOARD LARGER THAN 3'X3' SQUARE - FLAT
- GATE LOCKED
- OTHER _____

GARBAGE BECAUSE:

- CONTAINER BLOCKED TIME _____
- GATE LOCKED
- REQUIRES SPECIAL PICK-UP
- TOO HEAVY TO LIFT
- OTHER _____
- CONTAINER OVER 32 GALLON LIMIT
- NO REFUSE STICKER

YARDWASTE BECAUSE:

- NOT IN PROPER BAGS (NO PLASTIC BAGS)
- NO STICKER
- MIXED WITH TRASH OR RECYCLABLES
- BUNDLED YARD MATERIAL NOT TIED BIODEGRADABLE STRING, TWINE, OR CLOTH
- BRUSH NOT TIED IN 4 FOOT MANAGEABLE SIZE BUNDLES
- OTHER _____

**PLEASE CORRECT FOR YOUR NEXT SCHEDULED PICK-UP. IF YOU
HAVE ANY QUESTIONS, PLEASE CALL CUSTOMER SERVICE AT
630-587-8282.**

required. Bundled brush and yard waste other than leaves disposed of during this period must have a sticker attached. The specific dates of the collection program shall be agreed upon between the Contractor and the Village.

Brush Collection Program - In addition to the minimum specifications set forth in Section 2.9, the Contractor shall provide for one weeklong Brush Collection Program designed to provide a manner by which residents may place brush at the curb, without the need for bundling or bagging. The material collected during the brush collection may be chipped on-site or taken to a location for chipping. Material collected by the Contractor shall be made available to the residents at no charge. The Brush Collection program shall occur annually for each year of the contract, with dates of collection agreed upon by the Contractor and the Village. Residents are not required to sticker material during the collection.

2.12 Refuse and Yard-waste Tote Option.

Contractor shall make available an optional Tote rental for refuse and yard-waste material. The Contractor will provide the totes and the necessary equipment. The Contractor shall also be responsible for collection and disposal of the tote contents. The resident will be responsible for setting totes curbside for collection on the regularly scheduled collection day. Totes will be 64 or 96 gallon wheeled plastic containers with hinged lids or covers whereby customers pay the monthly lease/rental fee set forth in Appendix 1 as an option to participate in the curbside program.

Collection services will be once per week. There will be a written agreement between the customer and the Contractor for tote rental. The tote rental agreement shall contain language that allows the customer to cancel, without penalty, the mutual agreement for any reason provided the customer notifies the Contractor in writing thirty (30) days in advance of the last date of desired service. Once the toter rental agreement is cancelled, the resident shall receive their toter deposit within 30 days.

2.13 Collection from Village-owned Facilities.

At no additional cost, the Contractor shall collect, transport, and dispose of all refuse, yard-waste and recyclables from all Village-owned facilities as set forth in Exhibit B. The Contractor shall furnish, at no additional cost to the Village, at each municipal building served, containers for refuse, yard-waste and recyclables as requested by the Village's Designated Representative, with the size to be agreed upon. The Village reserves the right to request such containers, in addition to, or increase the size of normal containers, on a permanent or temporary basis. If requested by the Village, any and all containers furnished by the Contractor shall be equipped with non-removable hinged covers or lids. Collection and disposal services by the Contractor will be as often as necessary each week, as set forth in Exhibit B.

2.14 Sticker Design and Distribution.

The Village has the sole authority to approve or disapprove the design and construction of the Contractor's refuse and yard-waste stickers. Stickers must be of an approved color, which should be clearly visible at dawn or at dusk by drivers, and which said color should be changed periodically to prevent counterfeiting. The paper used shall be

biodegradable and shall contain glue backing that will adhere in sub-zero temperatures as well as in extreme heat. The stickers shall contain the Contractor's name and telephone number, state the Village of Downers Grove title and be consecutively numbered for record keeping and balancing purposes. The Contractor will deliver stickers to retail outlets and the Village upon request.

The Contractor shall be responsible for the printing, distribution, and sale of an ample and always available supply of waste stickers. The Contractor shall arrange for local retail outlets to aid in the sale of the stickers. The Village also may act as a disposal sticker retailer for the Contractor. The Village reserves the right to retain a commission fee of not less than 5% and no more than 10% of the per sticker price in exchange for being a retailer for the convenience of residents, to cover administration and maintenance by Village personnel.

The Contractor shall also make disposal stickers available through the mail (10 sticker minimum). The Contractor shall be authorized to add the cost of postage for disposal stickers sold via mail. The Village shall not incur any liability for retailer's payment or other obligations to the Contractor for the stickers. The Contractor shall be solely responsible for collection of sticker sale proceeds. Residents shall have the right to purchase refuse and yard-waste stickers in as small a quantity as one (1) sticker at a time from any authorized retail outlet.

The Contractor shall be permitted to sell stickers to retailers on a billable basis only. The Contractor shall not charge retailers or the Village for storage, handling, delivery, or any other services associated with the distribution of waste stickers. The Contractor shall have the right to cease supplying stickers to any retailer that repeatedly allows its sticker inventory to run out. Retailers will be required to pay the Contractor for any previous order of stickers before additional sticker orders are filled, except in cases where the retailer works on a thirty (30) day billing cycle. The Contractor shall have the right to cease supplying stickers to any retailer who becomes more than thirty (30) days in arrears in making payments on its account. The Contractor shall notify the Village of the names of retailers to which the supply of stickers has been suspended as soon as the suspension occurs.

2.15 Monthly Reporting.

The Contractor shall prepare and submit to the Village a monthly refuse, yard-waste and recycling material report, due by the 25th of the following month. The report shall include the following information for all residential scavenger service covered under this contract:

Refuse - Total weight in tons and total volume in compacted cubic yards of refuse land-filled each month; Number of white goods collected each month; Tipping fee charge per ton at the landfill site; Name and location of the landfill facility used by the Contractor; and, Copy of all complaints filed by the Village of Downers Grove customers during the month.

Yard-waste - Total volume, in compacted cubic yards, of yard-waste collected; Tipping

fee charge per compacted cubic yard at the compost facility; Name and location of the compost facility used by the Contractor; and, Copy of all complaints filed by the Village of Downers Grove customers during the month.

Recyclable Material - Weekly set-out rate; Monthly participation rate (total number of set-outs divided by the number of homes/dwelling units included in the collection service); Total weight, in pounds, of recyclable materials collected; Revenue received by the Contractor for the sale of recyclables; Tipping fee savings (total weight of recyclable materials collected in tons multiplied by the tipping fee charge per ton at the landfill site); Name and location of processing facility used by the Contractor; and, Copy of all complaints filed by the Village of Downers Grove customers during the month.

2.16 Consumer Education.

Upon request, the Contractor agrees to provide Village residents with such educational materials as the Village deems necessary. Educational materials may include notices to be left at resident's property as well as literature describing in detail the refuse, recycling and yard-waste collection program. There shall be no cost to the Village or its residents for the printing and distribution of any consumer education materials.

2.17 Title to Wastes.

All refuse, yard-waste, and curbside recyclables collected shall belong to the Contractor as soon as the same is placed in the Contractor's vehicle.

2.18 Disposal.

All refuse and yard-waste collected shall be removed from the Village by the Contractor as soon as it has been collected; but in any event, not later than noon of the date following collection, and shall not be disposed of in violation of any state, federal or county laws or regulations.

2.19 Rates & Special Rates.

For any services required to be performed under this Contract, the charge shall not exceed the rates as fixed by the Contract and set forth in Appendix 1 attached hereto and made a part hereof. For items not otherwise provided for by the Contract document, and requiring special handling due to size, weight, type of material or method of placement, the charges are to be negotiated between the Contractor and the resident customer for collection and disposal into a landfill or processing facility.

2.20 Local Office.

The Contractor shall establish and maintain a local (within 10 miles of the Village of Downers Grove) office through which business contacts may be made, where hauling services may be applied for, payments can be made, recycle bins can be purchased, services literature may be obtained, complaints can be made and resolved, and where service and any other instructions can be received. The office shall be equipped with sufficient telephones and personnel and shall have a responsible person in charge during collection and operation hours. This service shall be operated between the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, except during listed holidays, or as otherwise agreed upon by a Contractor Director and the Village. The Contractor shall identify the

location of the local office and the garage area (s) that will be used to service the Village of Downers Grove.

2.21 Special and Emergency Collections.

The Contractor shall offer special curbside collection service for large quantities of refuse including, but not limited to, construction and demolition debris, and move-in or move-out clean-up rubbish. Such services shall be an advance arrangement with the Contractor at the resident customer request. The collection cost for such services shall be based upon cubic yards and the resident customer shall make payment directly to the Contractor. The Contractor agrees to provide free dumpsters (sizes 1 yard through 30 yard as requested by the Village) for refuse and recycling collection during the Village's annual Heritage Festival, Bike Race and other special events which were provided service under the previous contract. The Village and the Contractor may mutually agree to emergency pick-up services for disasters including, but not limited to, flood, wind and snow

2.22 Schedule and Time of Collections.

a. The Village of Downers Grove shall be divided into collection areas and a regular weekday collection shall be assigned to each area. A map of the Village of Downers Grove, designating collection areas shall be made a part of this contract and attached hereto as Exhibit A. **In no case shall collection commence prior to 6:00 A.M. or continue past 7:00 P.M. on any day during the term of the contract.** The collection schedule shall not include Saturday or Sunday as a regular collection day for any area in the Village.

The schedule of collection from the Village is indicated on Exhibit A. The schedule shall not be changed without first obtaining consent from the Village Manager or designee, and not without giving a minimum of thirty (30) days written notice to all parties affected by the change. The Village may, at its discretion, waive the minimum time limits required. This waiver must be in writing and signed by the Village designee. The Contractor will be required to publish an advertisement twice per week in two separate weekly issues of the local newspapers, no earlier than 60 days prior to the change, with the last advertisement to be no later than fifteen (15) days prior to the schedule change. Failure of the Contractor to maintain said collection schedule shall be considered a breach and default of the contract and grounds for immediate termination of the contract.

2.23 Holidays.

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

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

The Contractor agrees to inform the Village and its residents of changes in normal collections due to holidays by notification through at least two local media's or establish a permanent holiday schedule or plan to be printed within the refuse literature.

2.24 Schedule Adherence.

If, at any time during the term of this contract, the Contractor shall collect any section of the Village on a day other than the scheduled day, the Contractor shall immediately notify the Village that he is in violation of the contract. If a similar violation should occur more than once within the three week period following the week of the original violation, the Village will notify the Contractor by certified mail and withhold any further payment that may be due under the contract until the Contractor has furnished evidence satisfactory to the Village that the Contractor has taken necessary actions and precautions to prevent further violations. The Village may determine that this second or subsequent collection violation as a breach of contract, and therefore the Village reserves the right to terminate the contract. Delays that are occasioned by holidays, or by daily (any 24-hour period) precipitation of four (4) inches or more of rain, or eight (8) inches or more of snow, may not be considered as violations. The Village Manager or the Village's Designated Representative shall be the judge of whether delays constitute a violation, or not.

2.25 Place of Pick-up.

The Contractor is responsible for the public streets, or properly wavered private street curbside pick-up of all residential locations as well as designated locations as requested by the Village.

2.26 Replacement Damage.

The Contractor is responsible for damages resulting from its careless handling of any receptacle. The Contractor at no extra charge to the user shall replace all containers, which suffer damage caused by the Contractor. The containers so supplied shall then belong to the user.

2.27 Collection Vehicles.

All vehicles used for collection purposes, except those exempted by other provisions of these specifications, shall have fully enclosed bodies with self-contained mechanisms to load and compress the material collected. These vehicles must be modern, neat, rear, front, or side-loading packer-type motor trucks, have entry for refuse into the vehicle's collecting body. All vehicles shall be kept watertight to prevent leaking, shall be kept closed except during collections along collection route. All equipment used by the Contractor shall be painted with no rust showing on the cab, chassis or body. Vehicles must be kept in clean, sanitary and quiet operating condition. Vehicles must at all times be supplied with brooms and necessary items to provide for immediate clean up of any litter or mess, which may result from leaking, spilling or blowing during collection procedures. Vehicles shall be clearly labeled with the firm's name, address, and telephone number and have a vehicle identification number printed clearly on each and every vehicle. However, if the Contractor desires to use a vehicle of larger capacity, specific written approval of the specific vehicle shall be required from the Village's Designated Representative, after an actual demonstration of the vehicle on the streets of Downers Grove. Overweight vehicles are the responsibility of the Contractor. Contractor is required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinances for vehicles, vehicle operators and specialty equipment. The Contractor shall complete the attached Appendix 4.

2.28 Employees.

The Contractor shall undertake to perform all disposal services rendered in a neat, orderly and efficient manner; to use care and diligence in the performance of this contract; and to provide neat, orderly and courteous personnel on its crews. The Contractor shall agree to prohibit any drinking of alcoholic beverages or use of illegal drugs or drugs which impair the ability of the employee or agent to safely and adequately perform his or her (drivers and crew members) job while on duty or in the course of performing their duties under this contract. The Contractor shall also agree to ensure that each employee driving a vehicle shall at all times carry a valid operator's license for the type vehicle he/she is driving. The Contractor's employees will be attired, at all times, in a professional-type manner. These specifics will be agreed upon between representatives from the Contractor and the Village Designated Representative.

2.29 Accident Prevention.

Precaution shall be exercised at all times for the citizens, employees and property. The safety provisions of all applicable laws and building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

2.30 Complaint Procedure.

All complaints received by the Contractor shall be given prompt and courteous attention. The Village and the Contractor will agree upon a formalized complaint form to be filled out by the Contractor each and every time a customer contacts the Contractor with a complaint. It will be the Contractor's responsibility to have the complaint forms, on NCR (no carbon required) paper, printed and available for use by the Contractor prior to the commencement of this Contract. The Contractor will supply the Village with sufficient NCR forms for logging of complaints by Village of Downers Grove staff. Any complaint received by the Village shall be immediately communicated to the contractor. The Contractor is required to supply the Village with copies of all complaint forms within five (5) business days of a complaint being made, indicating thereon the resolution thereof

2.31 Complaints.

Where any dispute arises between a resident/customer and the Contractor, as to the manner or placing of containers for collection or preparation of recyclable materials, or the nature of the Contract or the like, the Contractor agrees that in the specific instance collection will be immediately made even though in its opinion, the customer is in error; and that it will immediately report the same to the Village's Designated Representative so that the Village and the Contractor may resolve the dispute, if possible, before additional collection becomes necessary. The intent of this paragraph is to avoid disputes/disagreements between the customers and the Contractor's employees, and to permit disputes/disagreements to be handled by mutual discussion between the Contractor and the Village. If a missed pick up is reported by the Village or a customer to the Contractor, the Contractor shall collect the refuse, recyclable material or yard-waste from such customer within one (1) business day of notification. All complaints other than missed pickups shall be resolved to the satisfaction of the Village within two

(2) business days. As noted above, the Contractor shall supply to the Village an NCR copy of the complaint form for each and every complaint and on which the nature of the complaint and the disposition is clearly noted. The Contractor shall cooperate with the Village in minimizing complaints from customers. Continued unreasonable complaint levels, as determined by the Village, or failure of the Contractor to carry out any of its contractual obligations such as, but not limited to, rude treatment, messy pickups, damage to persons or property and early start-up may be due cause for the Village to terminate this Contract after notice and an opportunity to be heard.

2.32 Customer Violations of Village of Downers Grove Code.

The Contractor shall have the right to notify any customer of noncompliance with the applicable Downers Grove code provisions concerning the handling or disposal of solid waste as those same may apply to such customers. The Contractor shall report any continuance of any such noncompliance to the Village.

2.33 New Customers.

The Contractor agrees to provide service immediately to all new customers, even if the new customer neglected to first notify or request collection services. The Village agrees to make every effort possible to alert the new customer to the collection procedure for refuse, recycling and yard-waste.

3. GENERAL PROVISIONS/WAIVERS

3.1 Exclusive Grant / Intent.

The Village agrees that in consideration of the faithful performance of the obligations herein undertaken by the Contractor, the Village does, by execution of this Contract pursuant to Village Code, give and grant to the Contractor, for the term of this Contract only, the sole and exclusive Class A License to collect and dispose of all residential solid wastes. The Contract shall include all residences (attached single-family and detached single-family as defined herein) and municipal facilities as required within the corporate boundaries of the Village of Downers Grove. This grant expressly includes the right and duty to service any land annexed to the Village where new residences or municipal buildings have been constructed during the term of this Contract. Service will be provided on the same terms as set forth herein. The Village shall communicate any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc., to the Contractor. It is the intent of this Contract to obtain, throughout its term, clean, courteous, well scheduled, and well-executed collection and disposal or processing of refuse, recycling and yard-waste from properties in the Village of Downers Grove. While the Village recognizes that any collection service involves minor customer operating problems, the intent of this Contract is to ensure that any such operating problems are minimized to the extent possible and corrected as soon as possible.

3.2 Qualifications/References

The Contractor shall provide at least five (5) references of "like" public agencies with current contacts in accordance with Appendix 5 and shall indicate if appropriate, which municipality has implemented a pay-per-bag or sticker based program. Contractor shall complete the attached Appendix 7 listing its qualifications.

3.3 Pre-Bid Conference Meeting

A required pre-bid conference meeting shall be held to familiarize potential Contractors with the required collection service standards, to answer questions, and to issue addenda items, if necessary, for clarification of the contract documents. The proposal meeting shall take place on Thursday, January 27, 2005, at 9:00 a.m., in the Village Hall Council Chambers, 801 Burlington Avenue.

Any inquiry made prior to the pre-bid conference meeting must be submitted in writing to Michael Baker, Assistant Village Manager, Village of Downers Grove, 801 Burlington Avenue, Downers Grove, Illinois, 60515. All replies and/or addenda will be circulated to all proposers of record at the pre-bid conference meeting or by mail after this meeting. Receipt of any addenda must be acknowledged in writing as part of the submitted proposal. Contractors shall be responsible for ensuring that they have received any and all addenda.

3.4 Proposal Security

Each proposal shall be accompanied by proposal security, which shall be in the form of a certified check or a bank cashier's check in the amount of five thousand dollars (\$5,000), made payable to the Village of Downers Grove. Proposals submitted without the required security shall be rejected. After formal written notification by the Village that a contract

award decision has been made, the proposal security of the successful Contractor shall be forfeited to the Village in the event that the Contractor shall withdraw its proposal, or neglect or refuse to enter into a contract and required bond, and the Contractor shall be liable for any damages the Village may thereby suffer.

Proposal securities shall be released as follows:

(1) The successful Contractor's security shall be retained until the required performance bond (\$500,000.00) has been furnished; (2) Proposal securities of the proposing Contractors shall be held until the successful Contractor's performance bond has been furnished, at which time the checks will be promptly returned to the unsuccessful Contractors

3.5 Term of Contract.

Section 18.1 of the Terms and Conditions document is hereby waived.

The term of the Contract will be (5) years, and shall commence at 12:01 a.m. on April 1, 2005 and shall remain in full force and effect through termination at 11:59 p.m. on March 31, 2010. Upon request, the Village may exercise an option to extend the contract term for an additional two (2) year period ending at 11:59 on March 31, 2007. The Contractor may negotiate in good faith, on request of the Village, for an extension to the contract, provided that the contract extension is approved by the Village Council no later than one hundred twenty (120) days before the termination of the existing contract.

3.6 Sticker Refund.

At the end of the Contract term, should the Village select a different scavenger service, the Contractor agrees to refund to all customers, retailers and the Village, the full purchase price of all refuse/yard-waste stickers returned to the Contractor within one hundred twenty (120) days after the end of such term.

3.7 Performance Bond.

The Contractor shall provide the Village with a performance bond issued by a surety in an amount of \$500,000.

3.8 Emergencies.

The Contractor agrees that should any emergency arise by reason of storm, tornadoes, or other act of God which require additional hauling equipment by the Village, the Contractor's equipment shall be placed at the disposal of the Village upon request for such temporary use, provided that upon such use the Village shall pay the operating cost of such equipment and labor as it is used. The Village reserves the right to direct which disposal sites are to be used during an emergency.

3.9 Local Improvements.

The Village of Downers Grove reserves the right to construct any improvement or to permit any construction in any street, which may have the effect for a time of preventing the Contractor from traveling his accustomed route or routes for collection. The Contractor shall, however, by an acceptable method, continue to collect the refuse, yard-waste and recyclables to the same extent as though no interference existed upon the

streets formerly traveled. This shall be done without extra cost to the Village of Downers Grove.

3.10 Taxes, Licenses and Permits.

The Contractor shall pay all sales, use, property, income, and other taxes that are lawfully assessed against the Village or the Contractor in connection with the Contractor's facilities and the work included in this Contract, and shall obtain and pay for all licenses, permits, certificates of authority, and inspections required for the work. The Contractor shall furnish to the Village satisfactory evidence that it has all permits, licenses, and certificates of authority required to operate for the term of this contract.

3.11 Default

If the Contractor fails to observe the established schedule for more than two (2) consecutive working days, and in the opinion of the Village's Designated Representative, there has not been sufficient cause to justify such lack of observance, the Village shall serve notice, either personally or by affixing such notice to the local premises of the Contractor, that this contract shall be in default if the Contractor does not take action to re-establish the schedule within twenty-four (24) hours of said notice. If at the end of the twenty-four (24) hour period, the Contractor has not made the necessary corrections, the Village shall take such steps as are necessary, to provide services according to the collection schedule submitted by the Contractor. The Contractor will be liable for any costs of such steps from the date of the notice of default. If deemed necessary by the Village's Designated Representative, the Village shall have the right to take over all equipment and facilities of the Contractor for a period of up to one-hundred-twenty (120) days from the date of notice of default.

3.12 Most Favored Nation Clause.

The Contractor shall furnish to the Village copies of all exclusive license awards (whether by bid or otherwise) to provide single-family residential scavenger service ("Contracts") and all amendments thereto relating to Contracts granted to it by any municipality in DuPage, Kane or Will Counties, Illinois, promptly after award of such Contracts to the Contractor. Thereafter, from time to time in its sole discretion, the Village of Downers Grove may determine that such Contracts or amendments related thereto contain terms or conditions which are more favorable to the Village than the terms and conditions contained in this Contract, and the Village may elect, by written notice to the Contractor, to adopt the provisions of such other Contracts or amendments related thereto in whole but not in part. As soon as practicable after the issuance of such notice by the Village, the Contractor and the Village shall prepare such amendments to this Contract as may be necessary to facilitate such modification in this Contract.

3.13 Strikes/Force Majeure

The Contractor shall be required to file proof with the Village Manager or his designee that it has a "no strike" provision for the duration of all collective bargaining agreements with its workers. Upon execution of any new agreement, the Contractor shall forward to the Village Manager within thirty (30) days thereafter, proof that said agreement also contains a "no strike" clause.

Should nevertheless, a strike occur which lasts more than seven (7) calendar days, the Village shall be permitted to institute such procedures to collect and dispose of the waste to be collected pursuant to this Agreement as the Village deems necessary. The Contractor shall be responsible for reimbursing the Village for any and all costs it may incur in such an endeavor.

Neither party shall be deemed in violation of this Agreement for the delay in that party's performance or failure to perform in whole or in part its obligations under this Agreement due to war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond the party's control and are not caused by negligence on the part of that party or anyone acting on its behalf; provided, however, that strikes or work stoppages by Contractor's own work forces shall not be considered events caused by circumstances beyond the Contractor's control. In the event that the delay in performance or failure to perform affects only part of the Contractor's capacity to perform its obligations under this Agreement, the Contractor shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. The Contractor shall promptly notify the Village in writing of any event covered by this Section and the date, nature and cause thereof. Such notice shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby

3.14 Waiver of Billing and Payment Provisions

Sections 21-1, 21.2 and 21.3 of the Terms and Conditions Document are hereby waived.

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
1. Base Sticker Prices (Shall include Live Christmas tree collection for two weeks in January at no additional cost)					
1.1. Refuse Sticker price to be charged to residential customers	\$ 1.91	\$ 1.97	\$ 2.03	\$ 2.09	\$ 2.15
1.2. Landscape Waste Sticker price to be charged to residential customers	\$ 1.90	\$ 1.96	\$ 2.02	\$ 2.08	\$ 2.14
2. Add-ons to Sticker Price for Special Alternative Services (increases added to Base Sticker Prices of refuse and landscape stickers in order to provide each supplemental service listed below)					
2.1. First Annual Amnesty Day	\$ 0.13	\$ 0.13	\$0.14	\$ 0.14	\$ 0.14
2.2. Second Annual Amnesty Day	\$ 0.08	\$ 0.08	\$0.09	\$ 0.09	\$ 0.09
2.3. Six (6) - week leaf pick-up program (leaves must be bagged, no stickers required)	\$ 0.05	\$ 0.05	\$0.05	\$ 0.05	\$ 0.06
2.4. Brush Collection Program (2x per year)	\$ 0.05	\$ 0.05	\$0.05	\$ 0.05	\$ 0.05
3. Toter Prices					
3.1 Toter Price (64-gallon-garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident.	\$ 15.00	\$ 15.45	\$15.91	\$ 16.39	\$ 16.88
3.2 Toter Price (96-gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$ 18.88	\$ 19.44	\$20.02	\$ 20.63	\$ 21.24

APPENDIX 1

GENERAL PRICE QUOTATION SHEET (Continued)

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
4. Other Components of Price Quotation:					
Amnesty Day (number of stickers)	#	#	#	#	#
Bulk Items (number of stickers or cost)	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$
White Goods (number of stickers or cost)	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$	$\frac{\#}{\$}$
Special Collections (charge per cubic yard)	\$	\$	\$	\$	\$
Cost of Recycling Bins	\$	\$	\$	\$	\$
5. Cost reduction to Sticker Price in lieu of month fee:					
Indicate reduction to overall sticker price if Village were to charge, collect and remit a monthly fee of \$2.00 per household covered by the contract	-\$0.31	-\$0.31	-\$0.31	-\$0.31	-\$0.31

APPENDIX 2
REQUIRED RECYCLABLES TO BE COLLECTED

The Village requires that the Contractor shall collect the following recyclable material for the entire term of the contract. Additionally, the Contractor is encouraged to identify additional items they will be collecting, not on the current list.

Required Recyclable Materials

- brown paper bags
- corrugated cardboard
- boxes and cartons
- chipboard/paperboard (to include brown or gray box board or paperboard, cereal boxes, shoe boxes, & paper towel cores)
- magazines and catalogues
- mixed paper, glossy & non-glossy (to include stationary, notebook paper, post-it notes, computer paper, typing paper, flyers, greeting cards, file folders and all envelopes, with and without windows)
- newspaper (including all supplements)
- telephone books
- wet strength carrier stock (to include paper board used for refrigerated and frozen items)
- frozen food packages
- aerosol cans
- aluminum cans and foil
- formed aluminum containers and wraps
- aseptic packaging and gable top containers
- formed steel containers
- glass bottles and jars (brown, green, and clear)
- plastic containers (colored or cloudy white HDPE milk, juice and/or water bottles, jars and jugs)
- all plastic containers #1 through #5 and plastic containers #7
- LDPE and HDPE soft plastic six (6) and twelve (12) pack rings
- steel cans
- steel paint cans and lids
- household batteries

Other Recyclable Materials Proposed by Contractor

- _____
- _____
- _____

APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
		(See attached)

Appendix 3 Schedule of Alternative Deviations

Section	Paragraph	Explanation of Alternatives and Deviations
2.11	#2- Amnesty Day Collection	Onyx will not require residents to affix ² stickers on items collected on Amnesty Day. A refuse sticker will be required for the standard 33 gallon refuse container
2.11	#4- Branch Collection Program	Appendix 1-Section 2 Add Ons specifies 2 X per year brush collection but the description on page 29 references one collection. The following is the add on sticker price for a one-time collection: Year 1-4: Refuse & YW Sticker = \$0.04 Year 1: Refuse Sticker Only = \$0.05 Year 2-4: Refuse Sticker Only = \$0.06
2.12	#1- Refuse & Yard Waste Toter Option	Appendix 1-Toter Prices only references garbage collection but section 2.12 requests toter pricing for yard waste. Onyx will provide the yard waste toter at the same price as the refuse toter but requests the opportunity to negotiate the cancellation policy for the yard waste toters with the Village if awarded the contract
3.12	#1- Most Favored Nation Clause	Onyx will request the Village to eliminate this clause as referenced in Addendum #001
Appendix 1	Add-On	Attached is an Appendix 1B showing the add-ons for refuse stickers only on Amnesty Day. Yard Waste only for leaf and brush collection

APPENDIX 1-B
GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1 4/01/05- 3/31/06	Year 2 4/01/06- 3/31/07	Year 3 4/01/07- 3/31/08	Year 4 4/01/08- 3/31/09	Year 5 4/01/09- 3/31/10
1. Base Sticker Prices (Shall include Live Christmas tree collection for two weeks in January at no additional cost)					
1.1. Refuse Sticker price to be charged to residential customers	\$	\$	\$	\$	\$
1.2. Landscape Waste Sticker price to be charged to residential customers	\$	\$	\$	\$	\$
2. Add-ons to Sticker Price for Special Alternative Services (increases added to Base Sticker Prices of refuse and landscape stickers in order to provide each supplemental service listed below)					
2.1. First Annual Amnesty Day (Refuse Only)	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.19	\$ 0.20
2.2. Second Annual Amnesty Day (Refuse Only)	\$ 0.11	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.13
2.3. Six (6) - week leaf pick-up program (leaves must be bagged, no stickers required) (Yard Waste Only)	\$ 0.19	\$ 0.19	\$ 0.20	\$ 0.20	\$ 0.21
2.4. Brush Collection Program (2x per year) (Yard Waste Only)	\$ 0.18	\$ 0.18	\$ 0.19	\$ 0.19	\$ 0.20
3. Toter Prices					
3.1 Toter Price (64-gallon-garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident.	\$	\$	\$	\$	\$
3.2 Toter Price (96-gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$	\$	\$	\$	\$

**APPENDIX 4
SCHEDULE OF VEHICLES/EQUIPMENT**

Please list all vehicles and equipment, which will be used in the performance of the contract. List refuse, recycling, and yard waste vehicles in separate groupings. (Please attach additional sheets if necessary)

REFUSE

Year	Make	Body Type	Vehicle Identification Number	License Plate
2005	Labrie	2 Sort Side Loader	TBD	TBD
		(Will be used for Refuse & Recycling)		

RECYCLING

Year	Make	Body Type	Vehicle Identification Number	License Plate
		(See above)		

YARD WASTE

Year	Make	Body Type	Vehicle Identification Number	License Plate
2000	Leach	Rear Load	TBD	TBD

Memorandum



To: Mark Nighbor, Village of Downers Grove, Illinois
From: Jim Kennedy – Director of Maintenance and Purchasing
Date: 2/11/2005
Re: Village of Downers Grove Ill Vehicles

This memo is to make known to all parties that Onyx Waste Services will and shall be able to provide all vehicles required and requested by the Village of Downers Grove, Illinois for their start up date of April 1, 2005.

Vehicles required are:

- 8 – Dual Drive two compartment residential hauling trucks, New
- 2 – Dual Drive, rear load compaction vehicles, New.

Jim Kennedy

This day, February 11, 2005

APPENDIX 5
SCHEDULE OF ILLINOIS MUNICIPALITIES SERVED

Please list municipal references. (Please attach additional sheets if necessary)

Municipality	Contact Name & Telephone Number	Service Dates	Explanation of Collection and Disposal Program
(See Attached)			

**APPENDIX 6
LOCATION OF DISPOSAL FACILITIES**

Please provide below information concerning the facilities, which are intended to be used for the disposal of refuse, yard waste, and recyclable materials collected at the curbside. (Please attach additional sheets if necessary.)

REFUSE

Name of Facility	Facility Address	Disposal Limitations
Onyx-Melrose Park Transfer Station	4700 W. Lake Street Melrose Park, IL	
Onyx-Batavia Transfer Station	766 Hunter Drive Batavia, IL	Operational Mid-2005
Disposed of at Onyx Orchard Hills Landfill		

RECYCLING

Name of Facility	Facility Address	Disposal Limitations
Onyx-Melrose Park T/S- Transloaded to processor	4700 W. Lake Street Melrose Park, IL	
Onyx-Batavia T/S- Transloaded to processor	766 Hunter Drive Batavia, IL	Operational Mid-2005

YARD WASTE

Name of Facility	Facility Address	Disposal Limitations
Onyx Melrose Park Transfer Station	4700 W. Lake Street Melrose Park, IL	
Onyx-Batavia Transfer Station	766 Hunter Drive Batavia, IL	Operational Mid-2005

ONYX

Chicago Area Municipal Contracts

City of St. Charles

2 East Main Street
St. Charles IL, 60174
630-377-4405

Clifford White
Environmental Services Supervisor

- 12,000 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

City of Batavia

100 North Island Avenue
Batavia IL, 60510
630-879-1424

Gary Larsen
Public Works Director

- 6,500 residential units
- 5 year contract
- Once per week service
- Solid waste, recyclables and yardwaste

Village of Wilmette

1200 Wilmette Avenue
Wilmette, IL 60091
847-251-2700

Mike Earl
Village Manager

- 8,500 Residential Units
- 13 years of continuous service
- Once and twice per week back door or alley pick up
- Solid waste, recyclables and yardwaste

City of Zion

2828 Sheridan Road
Zion, IL 60099
847-746-4000

Brian Uscher
Director of Public Works

- 5,900 Residential Units
- 20 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

Village of Winnetka

510 Green Bay Road
Winnetka, IL 60093
847-501-6000

Steve Saunders
Director of Public Works

- 4,000 Residential Units
- 11 years of continuous service
- Once per week curbside pick up
- Recyclables

City of Waukegan

106 North Utica
Waukegan, IL 60085
847-599-2500

Ray Vukovich
Director of Governmental Services

- 19,000 Residential Units
- 25 years of continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

City of North Chicago

Argonne Drive & Lewis Avenue
North Chicago, IL 60064
847-578-7750

Bette Thomas
Mayor

- 4,000 Residential Units
- 10 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables, and yardwaste

Village of Northbrook

1225 Cedar Lane
Northbrook, IL 60062
847-272-5050

Rich Nahrstadt
Assistant Village Manager

- 10,000 Residential Units
- 43 years of continuous service
- Once and twice per week curbside and backdoor
- Solid waste, recyclables and yardwaste

Village of Round Lake Park

203 E Lake Shore Drive
Round Lake Park, IL 60073
847-546-2790

Ila Bauer
Mayor

- 1,200 residential units
- 9 years of continuous service

- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

Village of Hainesville

83-1 W Belvidere Road
Hainesville, IL
847-223-2032

Ted Mueller
Mayor

- 700 residential units
- 9 years continuous service
- Once per week curbside pick up
- Solid waste, recyclables and yardwaste

City of Highwood

17 Highwood Avenue
Highwood, IL 60040
847-432-1924

Marc Huber
City Manager

- 1,100 residential units
- 8 years of continuous service
- Once per week pick up
- Solid waste, recyclables and yardwaste

Village of Golf

1 Briar Road
Golf, IL 60029
708-998-8852

Bob Carson
Solid Waste Coordinator

- 164 residential units
- 5 years of continuous service
- Twice per week curbside service
- Solid waste, recyclables, and yardwaste

Village of Deerfield

850 Waukegan Road
Deerfield, IL, 60045
847-945-5000

Robert Franz
Village Manager

- 5,500 residential units
- 5 years of continuous service
- Once and twice per week backdoor service
- Solid waste, recyclables and yardwaste

Village of Vernon Hills

290 Evergreen Drive
 Vernon Hills IL, 60061
 847-945-5000

Evan Teich
 Assistant Village Manager

- 6,500 residential units
- 3 years of continuous service
- Once per week curbside service
- Solid waste, recyclables and yardwaste

City of Highland Park

1707 St. Johns Avenue
 Highland Park IL, 60035
 847-432-0800

Ryan Waller
 Deputy City Manager

- 10,000 residential units
- 2 years of continuous service
- Once and twice per week service
- Solid waste, recyclables and yardwaste

Village of Winthrop Harbor

830 Sheridan Road
 Winthrop Harbor, IL, 60096
 847-872-3846

Jana Lee
 Village Clerk

- 2,200 residential units
- 5 year contract
- Once per week curbside service
- Solid waste, recyclables, yard waste and leaf vacuuming

**APPENDIX 7
CONTRACTOR QUALIFICATIONS**

Name of Business: Onyx Waste Services Midwest, Inc.

Business Address: Mailing Address: 4612 W. Lake Street, Melrose Park, IL 60160

Business Number: 708-409-9700

Emergency Number: 708-409-9700

Fax Number: 708-450-9160

Ownership: Individual Partnership Corporation

Franchise or Parent Company (if applicable): _____

List all Partners, Managers, and Corporate Officers:

Name	Title	Residence	Phone
Paul R. Jenks	President	Milwaukee, WI	414-479-7800
Jeffrey P. Adix	Vice President	Milwaukee, WI	414-479-7829
James C. Maher	Vice President	West Chicago, IL	630-762-7702
Richard L. Burke	Vice President	Mechanicsville, VA	804-569-0400
Michael K. Slattery	Secretary	Milwaukee, WI	414-479-7819

Days of Operation: Monday-Saturday

Business Hours: Monday-Friday 7:00am-5:00pm, Saturday 7:00am-12:00pm

Number of Employees:

Supervisors: 5

Drivers: 94

Office Personnel: 17


Signature:  Date: 2/9/05

EXHIBIT B
SERVICES FOR MUNICIPAL AND PUBLIC FACILITIES

Location	Service Type	Size	Frequency
Library 1050 Curtiss	Refuse Recycling	1-1.5 yd 1-1.5 yd	2x/wk 2x/wk
Village Hall 801 Burlington Avenue	Refuse Recycling Recycling (paper) Small waste Receptacle	1-2 yd & 1-6 yd 1-2 yd cardboard 12-96 gallon toters 4-cans	3x/wk 2x/wk 1x/wk Thursday Thursday
Police Department 825 Burlington Avenue	Refuse Recycling Small waste receptacle	2-1.5 yd 2-96 gallon toters 2-cans	3x/wk 2x/wk Thursday
Public Works 5101 Walnut	Refuse Recycling Refuse	1-2 yd 1-1 yd cardboard & 2-96 gallon toters 1-2 1-20 yd open	1x/wk 1x/wk On-call
Train Station Fairview	Small waste receptacle	2-cans	1x/wk Thursday
Train Station Main Street Platform	Refuse Recycling Refuse	1-2 yd 1-96 gallon toter 1-30 gallon toter	6x/wk Thursday
Fire Station 6701 Main Street	Refuse Recycling Yard waste	1-1.5 yd 1-1 yd & 4-96 gallon toters 1-96 gallon toter	1x/wk 1x/wk 1x/wk
Fire Station 3900 Highland	Refuse Recycling Yard waste	1-1.5 yd 1-1.5 yd 1-96 gallon toter	1x/wk 1x/wk 1x/wk
Fire Station 5420 Main Street	Refuse Recycling Yard waste	2-1.5 yd 2-96 gallon toters 1-96 gallon toter	1x/wk 1x/wk 1x/wk
Fire Station 2560 Wisconsin	Refuse Recycling Yard waste	1-3 yd 2-96 gallon toters 1-96 gallon toter	1x/wk 1x/wk 1x/wk
All Village Rentals When Required	Refuse Recycling Yardwaste	33 gal.cans 18-gal totes requirements	1x/week

Downtown Downers Grove

There are approximately 120 approximately 33-gallon size trash containers in the downtown area that are emptied once per week on Thursday mornings. With the assistance of Village staff, the Contractor shall be responsible for identifying the location and size of all receptacles listed above in addition to others that may not be listed.

The Contractor shall provide, at no cost to the Village, the collection and disposal of all refuse, recycling, and yard waste, or more often if requested by the Village. A comprehensive recycling program shall also be provided at no cost for the municipal facilities listed above (new or additional facilities may be added at any time during the Contract term). The Contractor shall be responsible for supplying all service equipment associated with totes and containers/dumpsters to said facilities as set forth in the Contract.

**EXHIBIT C
WEIGHT OF MATERIALS COLLECTED**

All material collected totals are provided in tons.

Month	Refuse	Recyclables	Yard Waste
January 2003	1074.39	580.79	0
February 2003	810.25	446.69	0
March 2003	1637.18	461.51	0
April 2003	1175.64	607.92	359.38
May 2003	1198.44	585.15	596.34
June 2003	1052.54	513.82	438.67
July 2003	1,365.22	612.22	268.05
August 2003	1,042.58	496.17	305.50
September 2003	1,120.02	539.98	266.89
October 2003	1,343.24	505.77	323.37
November 2003	1,077.69	567.61	621.43
December 2003	1,235.30	700.71	84.00
TOTAL 2003	14,132.49	6,618.34	3,263.63
January 2004	923.49	496.86	28.71
February 2004	856.62	493.37	0
March 2004	1,797.66	612.78	4.93
April 2004	1,043.44	499.76	276.69
May 2004	1,018.68	515.85	482.98
June 2004	1,367.94	634.64	520.05
July 2004	1,109.47	475.93	255.36
August 2004	1,109.87	559.72	224.07
September 2004	1,248.41	582.03	264.02
October 2004	969.64	496.56	285.07
November 2004	1,155.12	589.32	504.95
December 2004	1,058.71	688.76	91.32
TOTAL 2004	13,659.06	6,625.58	2,938.15

** The above-mentioned data was compiled by the current waste hauler and is to be used for informational purposes only. The Village of Downers Grove does not certify or guarantee the amount of refuse, recyclables or yard waste is accurate or indicative of what future waste haulers may collect.

IV. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Bid Is To Be Considered For Award

PROPOSER:

Onyx Waste Services Midwest, Inc. Date: 2/9/05
Company Name

1525 Kautz Road, Suite 100 manighbor@onyxws.com
Street Address of Company Email Address

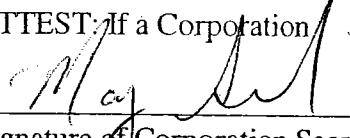
West Chicago, IL 60185 Mark A. Nighbor
City, State, Zip Contact Name (Print)

630-762-7703 708-243-2611
Business Phone 24-Hour Telephone

630-587-1144 
Fax Signature of Officer, Partner or Sole Proprietor

Paul R. Jenks, President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

Assistant

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the undersigned offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

3: H:\My Documents\templates\RFP Specs 2004.7.doc

Program Design Solid Waste Collection, Disposal and Recycling

ONYX WASTE SERVICES MIDWEST, INC. WILL PROVIDE THE ADEQUATE NUMBER OF SOLID WASTE COLLECTION VEHICLES TO PROVIDE ONCE PER WEEK COLLECTION TO EACH SINGLE FAMILY RESIDENCE IN THE VILLAGE OF DOWNERS GROVE.

SIDE LOAD COLLECTION VEHICLES WILL BE UTILIZED TO OBTAIN MAXIMUM COLLECTION EFFICIENCIES. THE VEHICLES UTILIZED WILL BE NEW AND PURCHASED EXPRESSLY FOR USE IN THE VILLAGE OF DOWNERS GROVE. THESE TRUCKS WILL BE TWO COMPARTMENT SIDE LOAD VEHICLES, SO THAT ONE TRUCK WILL COLLECT BOTH THE REFUSE AND RECYCLING AT THE SAME TIME.

ONYX WILL COLLECT AN UNLIMITED AMOUNT OF SOLID WASTE FROM EACH RESIDENCE ONCE PER WEEK. THE METHOD OF CONTAINERIZATION BY THE RESIDENT WILL BE EITHER A CAN OR BAG WITH A MAXIMUM SIZE AND WEIGHT OF 33 GALLONS AND 50 POUNDS, AND/OR ITEMS TOO LARGE TO FIT IN A CAN OR BAG WILL BE SET OUT ADJACENTLY FOR COLLECTION.

THE SERVICE START TIME (6:30 AM) AND HOLIDAY COLLECTION SCHEDULES SPECIFIED BY THE CONTRACT WILL BE OBSERVED.

VOLUME BASED LANDSCAPE WASTE COLLECTION

ONYX WASTE SERVICES MIDWEST, INC. WILL PROVIDE THE ADEQUATE NUMBER OF LANDSCAPE WASTE COLLECTION VEHICLES TO PROVIDE ONCE PER WEEK COLLECTION TO EACH

SINGLE FAMILY RESIDENCE IN THE VILLAGE OF DOWNERS GROVE. THE COLLECTION DAY WILL COINCIDE WITH THE SOLID WASTE COLLECTION DAY.

ONYX WILL COLLECT AN UNLIMITED AMOUNT OF LANDSCAPE WASTE FROM EACH RESIDENCE ONCE PER WEEK. THE METHOD OF CONTAINERIZATION EMPLOYED BY THE RESIDENTS WILL BE KRAFT PAPER BAGS OR CONTAINERS WITH 32 GALLON CAPACITY LIMITS AND 50 POUND WEIGHT LIMITS OR BUNDLES LIMITED TO 4 FEET IN LENGTH, 2 FEET IN DIAMETER AND 50 POUND IN WEIGHT.

THE SERVICE START TIME (6:30 AM) AND HOLIDAY COLLECTION SCHEDULES SPECIFIED BY THE CONTRACT WILL BE OBSERVED.

LOCATION OF ONYX OFFICE

THIS WILL BE SERVICED OUT OF OUR MERLOSE PARK FACILITY LOCATED AT: 4612 W. LAKE ST. MELROSE PARK IL. 60160
PHONE NUMBER 708-409-9700

DISPOSAL OF VILLAGE'S SOLID WASTE

ALL SOLID WASTE COLLECTED BY ONYX WILL BE PROCESSED AT OUR AT OUR MELROSE PARK TRANSFER STATION WITH FINAL DISPOSAL AT OUR ORCHARD HILLS LANDFILL IN DAVIS JUNCTION, ILLINOIS. WE ALSO WILL BE OPENING A NEW TRANSFER STATION IN 2005 LOCATED IN BATAVIA, ILLINOIS .

BOTH ARE FULLY PERMITTED, HIGH CAPACITY FACILITIES.

Resident Communications

Onyx Waste Services Midwest, Inc. designs, publishes and distributes brochures specifically tailored to your community. For our partnership with the residents to achieve maximum success, we want to provide pertinent information about not only our services, but also any related services provided by the Village. See the attached sample.

The brochure is designed to be concise and convenient. It can be placed in a convenient area of the home for reference. The brochure is updated annually to reflect any enhancements or year-specific information.

Onyx is the industry leader in locally oriented web page implementation. Our customers can access information specific to them via our web site at:

OnyxWasteServices.com

We are proud to be an innovator in our marketplace. Our use of the worlds most powerful and efficient network for communication sets us apart from our competition.

We work closely with the Village staff, which has final approval of all information dissemination, to arrive at the best possible communication with residents.

PLEASE PUT TAG WHERE IT IS VISIBLE TO DRIVER!



630-587-8282



AFFIX STICKER WHERE VISIBLE

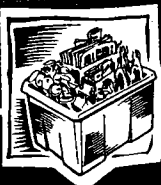


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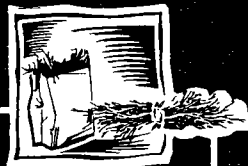
YARD WASTE PROGRAM



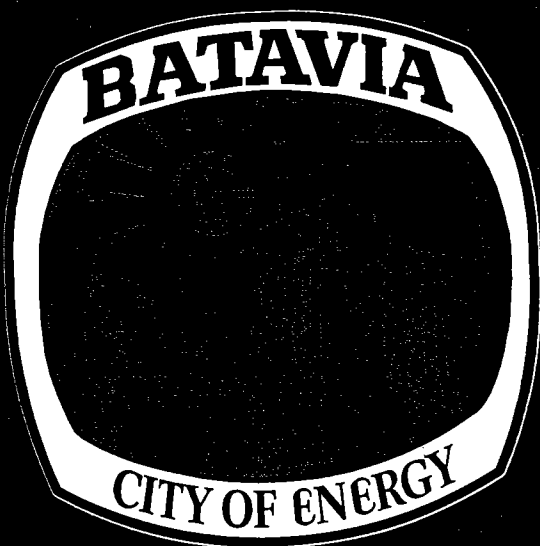
SOLID WASTE



RECYCLING



YARD WASTE



EFFECTIVE
JUNE 1, 2008





Waste Services



**Onyx Batavia Transfer Station
Batavia, Illinois**

 Printed on Recycled Paper

An environmentally sound, cost effective solution...

The Onyx Batavia Transfer Station is a modern waste transfer facility that is designed and operated to be safe and meet all Illinois Environmental Protection Agency (IEPA) standards. Located on a 5 acre parcel in the existing Batavia East Side Industrial Park in an area appropriate for a facility such as this:

- Located far from residences, residential land uses account for approximately five (5%) percent of the total land usage within a one-mile radius of the site.
- A land use expert has concluded that this site is appropriate for a transfer station.
- A real estate expert has concluded that the transfer station will not diminish neighboring property values.
- A traffic expert concluded that the facility would have negligible impact on area traffic and roadways.

The facility design and operating procedures ensure a safe and reliable transfer station to meet all IEPA requirements:

- One way traffic flow with separate vehicle entrance and exit.
- All loading and unloading of waste occurs within the enclosed building reducing dust, odors and off-site noise.
- Multiple facility scales and multiple transfer trailer loading berths for efficient processing of waste.
- High pressure water atomization (misting) system to control dust and odors.
- Comprehensive waste screening program to ensure no unauthorized materials are accepted.
- Waste is brought in and consolidated into transfer trailers and removed within a matter of hours.
- All incoming and outgoing trucks are covered with tarps to prevent litter from blowing from vehicles.

The proposed transfer station will reuse an existing unoccupied and previously neglected site and will substantially improve the look of the existing facility. Extensive building renovation and facility landscaping will improve the appearance of the immediate area.

Existing aerial photo looking southeast

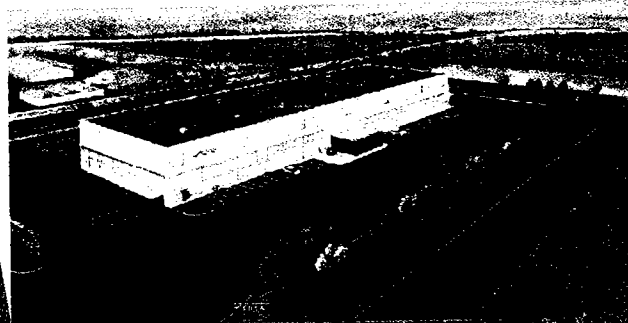


Existing street level photo looking southeast



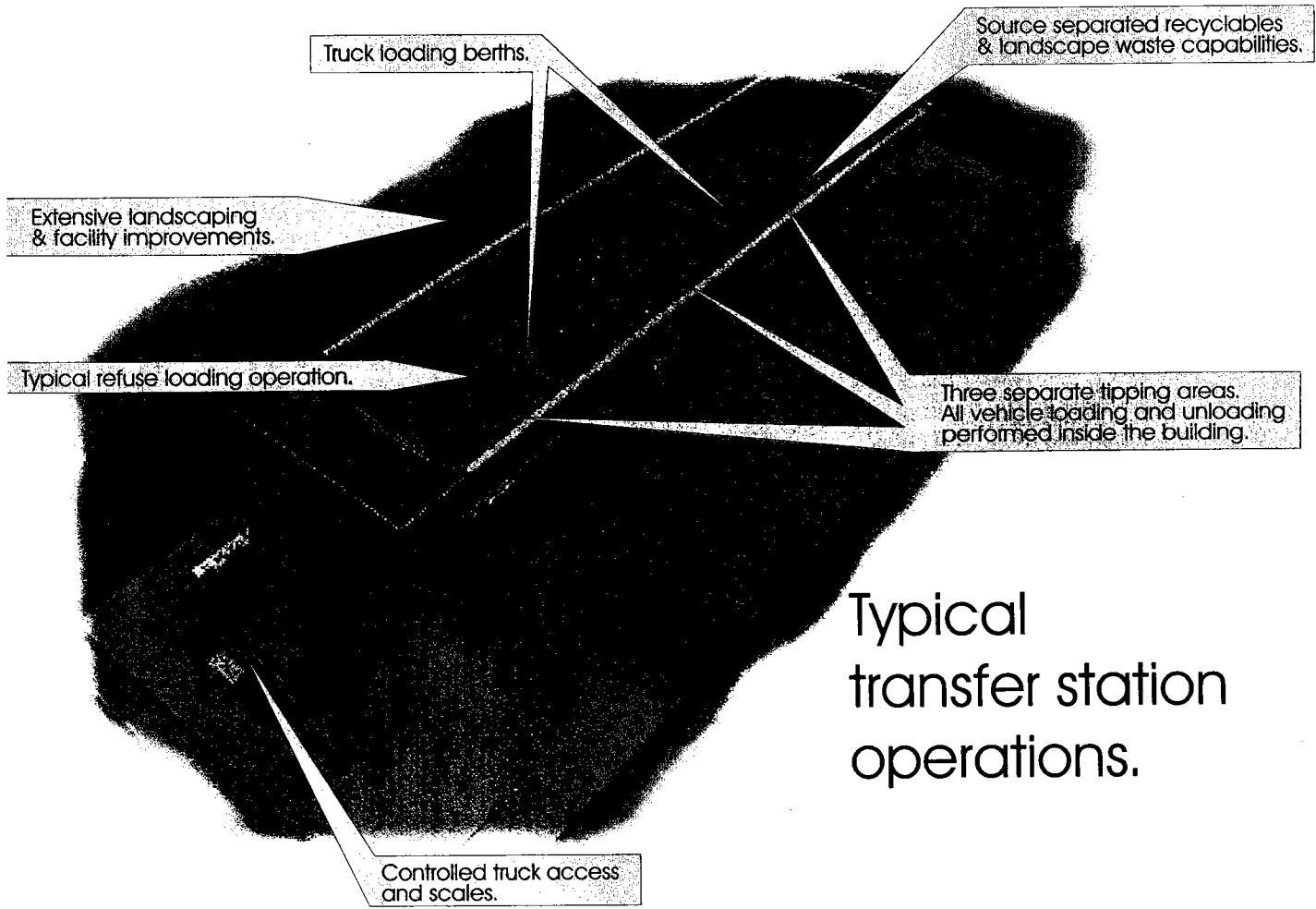
ONYX
Waste Services

Proposed aerial view looking southeast
(Artist's rendering)



Proposed street level view looking southeast
(Artist's rendering)





Typical transfer station operations.

Onyx Waste Services operates 2,100 collection vehicles, 61 collection facilities, 29 transfer stations, 15 material recycling facilities (MRFs), 23 landfills and has 3,200 employees in the United States. Onyx collects refuse from over 1,000,000 residential homes and apartments and 135,000 commercial and industrial customers.

In northeastern Illinois, Onyx provides waste collection for over 100,000 residential customers and currently operates 6 collection companies, 4 transfer stations and 2 landfills.

For additional information, contact:

Onyx Waste Services Midwest, Inc.
 1525 Kautz Road, Suite 1000
 West Chicago, IL 60185
 (630)762-8000
 onyxws.com

**APPENDIX 1
GENERAL PRICE QUOTATION SHEET**

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
1. Base Sticker Prices (Shall include Live Christmas tree collection for two weeks in January at no additional cost)					
1.1. Refuse Sticker price to be charged to residential customers	\$ 1.91	\$ 1.97	\$ 2.03	\$ 2.09	\$ 2.15
1.2. Landscape Waste Sticker price to be charged to residential customers	\$ 1.90	\$ 1.96	\$ 2.02	\$ 2.08	\$ 2.14
2. Add-ons to Sticker Price for Special Alternative Services (increases added to Base Sticker Prices of refuse and landscape stickers in order to provide each supplemental service listed below)					
2.1. First Annual Amnesty Day	\$ 0.13	\$ 0.13	\$0.14	\$ 0.14	\$ 0.14
2.2. Second Annual Amnesty Day	\$ 0.08	\$ 0.08	\$0.09	\$ 0.09	\$ 0.09
2.3. Six (6) - week leaf pick-up program (leaves must be bagged, no stickers required)	\$ 0.05	\$ 0.05	\$0.05	\$ 0.05	\$ 0.06
2.4. Brush Collection Program (2x per year)	\$ 0.05	\$ 0.05	\$0.05	\$ 0.05	\$ 0.05
3. Toter Prices					
3.1 Toter Price (64-gallon-garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident.	\$ 15.00	\$ 15.45	\$15.91	\$ 16.39	\$ 16.88
3.2 Toter Price (96-gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$ 18.88	\$ 19.44	\$20.02	\$ 20.63	\$ 21.24

APPENDIX 1

GENERAL PRICE QUOTATION SHEET (Continued)

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
4. Other Components of Price Quotation:					
Amnesty Day (number of stickers)	#	#	#	#	#
Bulk Items (number of stickers or cost)	# \$	# \$	# \$	# \$	# \$
White Goods (number of stickers or cost)	# \$	# \$	# \$	# \$	# \$
Special Collections (charge per cubic yard)	\$	\$	\$	\$	\$
Cost of Recycling Bins	\$	\$	\$	\$	\$
5. Cost reduction to Sticker Price in lieu of month fee:					
Indicate reduction to overall sticker price if Village were to charge, collect and remit a monthly fee of \$2.00 per household covered by the contract	-\$0.31	-\$0.31	-\$0.31	-\$0.31	-\$0.31

Appendix 3 Schedule of Alternative Deviations

Section	Paragraph	Explanation of Alternatives and Deviations
2.11	#2- Amnesty Day Collection	Onyx will not require residents to affix stickers on items collected on Amnesty Day. A refuse sticker will be required for the standard 33 gallon refuse container
2.11	#4- Branch Collection Program	Appendix 1-Section 2 Add Ons specifies 2 X per year brush collection but the description on page 29 references one collection. The following is the add on sticker price for a one-time collection: Year 1-4: Refuse & YW Sticker = \$0.04 Year 1: Refuse Sticker Only = \$0.05 Year 2-4: Refuse Sticker Only = \$0.06
2.12	#1- Refuse & Yard Waste Toter Option	Appendix 1-Toter Prices only references garbage collection but section 2.12 requests toter pricing for yard waste. Onyx will provide the yard waste toter at the same price as the refuse toter but requests the opportunity to negotiate the cancellation policy for the yard waste toters with the Village if awarded the contract
3.12	#1- Most Favored Nation Clause	Onyx will request the Village to eliminate this clause as referenced in Addendum #001
Appendix 1	Add-On	Attached is an Appendix 1B showing the add-ons for refuse stickers only on Amnesty Day. Yard Waste only for leaf and brush collection

GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
1. Base Sticker Prices (Shall include Live Christmas tree collection for two weeks in January at no additional cost)					
1.1. Refuse Sticker price to be charged to residential customers	\$2.08	\$2.23	\$2.38	\$2.52	\$2.62
1.2. Landscape Waste Sticker price to be charged to residential customers	\$2.08	\$2.18	\$2.28	\$2.32	\$2.37
2. Add-ons to Sticker Price for Special Alternative Services (increases added to Base Sticker Prices of refuse and landscape stickers in order to provide each supplemental service listed below):					
2.1. First Annual Amnesty Day	\$0.12	\$0.12	\$0.12	\$0.13	\$0.13
2.2. Second Annual Amnesty Day	\$0.20	\$0.20	\$0.25	\$0.25	\$0.30
2.3. Six (6) - week leaf pick-up program (leaves must be bagged, no stickers required)	\$0.25	\$0.30	\$0.35	\$0.40	\$0.40
2.4. Brush Collection Program (2x per year)	\$-----	\$-----	\$-----	\$-----	\$-----
3. Toter Prices					
3.1 Toter Price (64-gallon-garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident.	\$16.18	\$17.18	\$17.95	\$18.50	\$19.25
3.2 Toter Price (96-gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$21.25	\$21.75	\$22.50	\$22.95	\$23.50

GENERAL PRICE QUOTATION SHEET (Continued)

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
4. Other Components of Price Quotation					
Amnesty Day (number of stickers)	# 3	# 3	# 3	# 3	# 3
Bulk Items (number of stickers or cost)	# 1 \$ ----	# 1 \$ ----	# 1 \$ ----	# 1 \$ ----	# 1 \$ ----
White Goods (number of stickers or cost)	# ---- \$15.00	# ---- \$15.00	# ---- \$20.00	# ---- \$20.00	# ---- \$25.00
Special Collections (charge per cubic yard)	\$22.00	\$23.00	\$24.00	\$25.00	\$25.00
Cost of Recycling Bins	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
5. Cost reduction to Sticker Price in lieu of month fee:					
Indicate reduction to overall sticker price if Village were to charge, collect and remit a monthly fee of \$2.00 per household covered by the contract	-\$0.40	-\$0.40	-\$0.40	-\$0.40	-\$0.40

APPENDIX 3

SCHEDULE OF ALTERNATIVES AND DEVIATIONS

<u>SECTION</u>	<u>PARAGRAPH</u>	<u>EXPLANATION OF ALTERNATIVE/DEVIATION</u>
Detailed Specifications	2.13	BFI is respectfully requesting that public works roll offs shall be limited to Twenty-four (24) twenty (20) cubic yard loads per year. Loads shall be of legal weight when transported by a standard roll off truck. This allowance is greater than current usage and is being proposed in the interest of price stability.
Detailed Specifications	3.10	BFI is respectfully requesting that a provision be included for 'after enacted' fees. It is proposing an additional sentence be added. "The foregoing notwithstanding, it is specifically agreed upon that any and all fees, taxes, surcharges, assessments or any other cost of doing business levied, assessed, or charged to the Contractor by any Federal, state or local authority after the effective date of this agreement shall be added to the fees and expenses due the Contractor under this agreement."
Detailed Specifications	3.12	BFI is respectfully requesting that a "most favored nation clause" not be included in the agreement. The contractor's cost of doing business varies by community due to factors including distance to disposal site, average weight per sticker and route densities. Revenue factors such as sticker sales and cart utilization vary by community as well.
Contract	New	BFI is respectfully requesting that a change-of-law provision be included in the contract.

APPENDIX 1
GENERAL PRICE QUOTATION SHEET

Please provide all costs associated with once a week, same day refuse, yard waste, leaf, and recycling collection services for each year in accordance with the following schedule:

PROPOSAL

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
1. Base Sticker Prices (Shall include Live Christmas tree collection for two weeks in January at no additional cost)					
1.1. Refuse Sticker price to be charged to residential customers	\$3.35	\$3.45	\$3.55	\$3.66	\$3.77
1.2. Landscape Waste Sticker price to be charged to residential customers	\$3.35	\$3.45	\$3.55	\$3.66	\$3.77
2. Add-ons Sticker Price for Special Alternative Services (increases added to Base Sticker Prices of refuse and landscape stickers in order to provide each supplemental service listed below):					
2.1. First Annual Amnesty Day	\$.10	\$.10	\$.11	\$.11	\$.11
2.2. Second Annual Amnesty Day	\$.05	\$.05	\$.06	\$.06	\$.06
2.3. Six (6) - week leaf pick-up program (leaves must be bagged, no stickers required)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.4. Brush Collection Program (2x per year)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Toter Prices					
3.1 Toter Price (64-gallon-garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident.	\$15.90	\$16.38	\$16.87	\$17.38	\$17.90
3.2 Toter Price (96-gallon- garbage collection) - curbside pickup once per week. Includes monthly rental and disposal fee to be billed by contractor directly to resident	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15

GENERAL PRICE QUOTATION SHEET (Continued)

Description of Service	Year 1 4/01/05- 3/31/06	Year 2- 4/01/06- 3/31/07	Year 3- 4/01/07- 3/31/08	Year 4- 4/01/08- 3/31/09	Year 5- 4/01/09- 3/31/10
4. Other Components of Price Quotation					
Amnesty Day (number of stickers)	#3 STICKERS	#3 STICKERS	#3 STICKERS	#3 STICKERS	#3 STICKERS
Bulk Items (number of stickers or cost)	# Please see deviation	#	#	#	#
White Goods (number of stickers or cost)	# Please see deviation	#	#	#	#
Special Collections (charge per cubic yard)	\$10.00 PER CU. YD	\$10.00 PER CU. YD	\$10.00 PER CU. YD	\$10.00 PER CU. YD	\$10.00 PER CU. YD
Cost of Recycling Bins	\$5.00 EACH	\$5.00 EACH	\$5.00 EACH	\$5.00 EACH	\$5.00 EACH
5. Cost reduction to Sticker Price in lieu of month fee:					
Indicate reduction to overall sticker price if Village were to charge, collect and remit a monthly fee of \$2.00 per household covered by the contract	-.50	-.50	-.50	-.50	-.50

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
2.22 page 32	A	All prices contained in the attached bid are for a 5 day a week pick up schedule as opposed to a 4 day a week schedule
2.1 Page 24		Pricing for both "bulk items" as well as "White Goods" will be \$25.00 per item

**APPENDIX 3
SCHEDULE OF ALTERNATIVES AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this RFP document. (Please attach additional sheets if necessary.)

Section	Paragraph	Explanation of Alternative/Deviation
3.5 Term of Contract	First Paragraph	The commencement date of April 1, 2005 does not allow for sufficient startup time assuming an award date of March 7, 2005. We would encourage the Village of Downers Grove to issue a new RFP with a startup date of at least 90 days after the award date. This will provide the appropriate time to purchase new equipment and professionally manage the transition to a new hauler, if chosen. <u>And it will provide the Village of Downers Grove with the most competitive bids.</u>
3.12 Most Favored Nation Clause	First Paragraph	This section must be eliminated from the RFP (as referenced in addendum #001).



Solid Waste Management - www.prosavvy.com
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Waste Disposal Made Easy - www.NLRlamp.com
NLR provides services for Lamps, PCs, Batteries, Ballasts & More!

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100 Waste Age presents its 11th annual list of the top players in the waste industry.

Jun 1, 2004 12:00 PM
A Waste Age Staff Report

THE 2004 WASTE AGE 100 indicates that the solid waste management business is finally picking up, after what seemed like an interminable recession. While the top four company rankings remained the same — Waste Management Inc., followed by Allied Waste Industries, then Republic Services Inc. and Onyx North America — all four posted revenue increases from 2002 to 2003.

"For Allied Waste, 2003 reflected a continuation of strong cash flow generation and the return of both positive price and volume metrics for the first time in over two years, despite the fact that the industry has not yet experienced the full benefits of an economic recovery," Tom Van Weelden, Allied's chairman and CEO, said when he announced his company's year-end results. Allied's revenues increased from \$5.191 billion in 2002 to \$5.248 billion in 2003. Republic Services also "delivered consistent performance, including record amounts of free cash flow," according to James O'Connor, the company's chairman and CEO. Republic's revenue for 2003 was \$2.518 billion compared to \$2.365 billion during 2002. And Onyx North America's revenues increased from \$1.3 billion in 2002 to \$1.32 billion.

Looking further down Waste Age's 11th annual listing of the 100 most powerful players in the waste industry, the majority of companies seemed to echo these sentiments, having posted revenue increases in 2003, too. "We are very pleased with the progress we have made in 2003 in a number of areas," said Jim W. Perry, Waste Industries USA's president and CEO. The company maintained its No. 14 ranking from the 2003 listing and increased its revenues by 7.4 percent to \$270.5 million. Waste Industries was particularly pleased to see a moderate improvement in prices to offset higher fuel, insurance and disposal costs, Perry added. Peoria Disposal, No. 29 on this year's listing, increased its revenues from \$52.1 million to \$55.8 million. And, even the revenues for the last company on the ranking jumped up slightly — Potomac Landfill Inc. recorded revenues of \$7.2 million in 2003, whereas No. 100 on the 2002 listing, Tri Rinse Inc., earned \$7.1 million one year ago.

With issues such as rising fuel costs, aggressive competition for new customers among the independents, more costly insurance premiums and price hikes being difficult to implement, are 2003's revenue increases really a sign of economic improvement?

Yes, say the optimistic group of haulers.

Pricing has stabilized and new technology such as bioreactor landfills will be adopted in the industry over the next three to five years, which should improve the use of landfill capacity, Bruce Parker, president of the Environmental Industry Associations, recently told a group of waste industry analysts.

But perhaps A. Maurice Myers, Waste Management's outgoing chairman and CEO, summed up the haulers' perspective the best. "2003 was a year of great progress," he said. "I believe we have terrific momentum heading into 2004, and we are focused on leveraging that momentum in the coming year."

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May 3-5, 2005
Las Vegas, NV

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1. Waste Management Inc.⁴

Headquarters: Houston, TX • CEO: David Steiner
Last Yr's Rank: 1 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 51,700 Svcs: CO, IN, LF, HZ, RS, TF
2003 Revenue: \$11.57 bil.

2. Allied Waste Industries Inc.⁴

Scottsdale, AZ • Thomas Van Weelden
Last Yr's Rank: 2 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 26,000 Svcs: CO, LF, RS, TF
2003 Rev.: \$5.25 bil.

3. Republic Services Inc.¹

Fort Lauderdale, FL • James O'Connor
Last Yr's Rank: 3 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 12,900 Svcs: CO, LF, RS, TF
2003 Rev.: \$2.52 bil.



4. Onyx N.A.¹

Sarasota, FL • Michel Gourvennec
Last Yr's Rank: 4 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 8,660 Svcs: CO, IN, LF, HZ, RS, TF
2003 Rev.: \$1.32 bil.

5. Covanta Energy Corp.⁴

Fairfield, NJ • Scott Mackin
Last Yr's Rank: 6 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 2,400 Svcs: IN
2003 Rev.: \$790.5 mil.

6. Clean Harbors Environmental Services⁴

Braintree, MA • Alan S. McKim
Last Yr's Rank: 12 Public or Pvt: Public
Customers: Com./Ind.
Employees: 3,700 Svcs: IN, LF, HZ, RS
2003 Rev.: \$611 mil.

7. Waste Connections Inc.¹

Folsom, CA • Ronald Mittelstaedt
Last Yr's Rank: 8 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 3,650 Svcs: CO, LF, RS, TF
2003 Rev.: \$575 mil. Proj. 2004 Rev.: \$650 mil.

8. PSC - Industrial Services¹

Houston, TX • Brian Recatto
Last Yr's Rank: 5 Public or Pvt: Public
Customers: Com./Ind., Res.
Employees: 5,000 Svcs: CO, LF, HZ, RS, TF
2003 Rev.: \$546 mil. Proj. 2004 Rev.: \$500 mil.