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Public Works Director
Annette Sola

October 2, 2023

REQUEST FOR PROPOSALS OF SOLID WASTE CURBSIDE COLLECTION SERVICES

PROPOSAL: P2023-11

The City of Salem, Illinois seeks proposals for curbside residential solid waste collection services. Attached hereto are the general conditions, specifications and submittal format.

Proposals shall be received no later than **3:00 p.m. on Tuesday, October 31, 2023.**

Please submit entire completed document for consideration with Proposal P-2023-11 on front of sealed envelope to:

Delivery & Mailing Address: City of Salem, Illinois
Attn: Tabitha Meador, City Clerk
101 S. Broadway
Salem, IL 62881

Late submissions will not be considered. Proposals must be submitted with the proposal number and the contractor's name and address clearly indicated on the front of the envelope. Contractors are strongly encouraged to carefully read the entire document prior to submitting a response.

Questions can be directed to: Annette Sola, Public Works Director
City of Salem, IL
618-548-2222 ext. 27
publicworks@salemil.us

The City of Salem, Illinois reserves the right to reject any and all submittals, to waive any technicalities or irregularities and to award contracts based on the highest and best interest of the town.

CITY OF SALEM, ILLINOIS

PROPOSAL #P2023-11

REQUEST FOR PROPOSALS: SOLID WASTE CURBSIDE COLLECTION SERVICES

1. BACKGROUND:

- A. These specifications are prepared to assure that the citizens of Salem will obtain a good, safe, sanitary method of removing and disposing garbage, refuse and solid waste. In addition, these specifications provide for removal and disposal of garbage and refuse from all City-owned and operated facilities and waste receptacles. All provisions of the specifications shall be a part of Contract with the City in the form attached hereto. Selection shall be made on the basis of the proposal(s) deemed as most advantageous to the City, as determined by the City based on the evaluation of proposal requirements. This solicitation process is governed by law and rules pertaining to government contract law and City policy. It is not a statutory competitive bid solicitation. The City reserves the right not to award the contract, or to amend or negotiate terms of the contract after reviewing proposals that have been submitted at any time while proposals are pending. Contractors interested in performing these services must submit a proposal in accordance with the following minimum requirements contained in this document.
- B. Addenda: The City of Salem will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date. Contractors should not rely on any representations, statements or explanations other than those made in this Request for Proposal or in any addendum to this Request for Proposal. Where there appears to be a conflict between the Request for Proposal and any addenda issued, the last addendum will prevail.
- C. Late Submittal: Submittals received after the due date and time will not be responded to. Modifications received after the due date will not be considered. The City of Salem assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.
- D. Quantities: The current quantities for the number of residential customers are current listing with City billing department. It is the responsibility of the Contractor to survey the City for use in preparing the proposal. The Contractor may wish to utilize its own or other estimates and to provide for growth or shrinkage factors.

2. TERM OF SERVICE:

The contractor shall provide the garbage, refuse, and/or recycling collection services described herein for a period from **January 01, 2024** until **December 31, 2026**.

3. DEFINITIONS:

3.01 Annual cleanup material: Annual pickup of materials will include pickup of any reasonable amount of normal household items that are set at the curb on your normal trash day during that week. Each residential customer will be allowed only one pickup during this week. Acceptable items include white goods (stove, hot water heater, air conditioner) couches, bedding and other furniture. Items that cannot be picked up include: insulation, paint or chemical cans, any asbestos product, electronics (TV, VCR, stereo or computer equipment), construction or remodel debris of any sort (shingles, toilets, sinks, lumber, carpet etc.), car parts, including tires, batteries, auto body parts etc. Items of questionable or unknown content will be left. Absolutely no items can be taken which were not from a source within the City Limits.

3.02 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed twenty-five (25) pounds.

3.03 Bin: Receptacle designed to be lifted and emptied mechanically.

3.04 Bin (Residential Recycling): See Recycling Container.

3.05 Brush: Plants or grass clippings, leaves or tree trimmings.

3.06 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, water tanks, washing machines, furniture, weights more than 40 pounds, and other waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for Bags, Bins or Polycarts, as the case may be.

3.07 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length, or 50 lbs. in weight.

3.08 City: The City of Salem, Illinois

3.09 Commercial and Industrial Refuse: All Bulky Waste, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

3.10 Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City, not a Residential Unit.

3.11 Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

3.12 Container: A receptacle with a capacity of at least 18 - 20 gallons but less than 35 gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed 40 lbs.

3.13 Contract Documents: The Request for Proposal, Instruction to Contractors, Contractor's Proposal, General Specifications, Performance Bond, and any addenda or changes to the foregoing documents agreed to by the City and Contractor, and Contract signed by Contractor and City.

3.14 Contractor: The person, corporation, or partnership designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

3.15 Curbside: That portion of right-of-way adjacent to paved or traveled city roadways (including alleys). The curbside is as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

3.16 Customer: An occupant of a Residential, Commercial or Industrial Unit who generates Refuse.

3.17 Disposal Site: A Refuse depository including, but not limited to, sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Refuse and Dead Animals.

3.18 Environmental Regulation: Any law, statute, regulation, order or rule now or hereafter promulgated by any governmental authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time.

3.19 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Hazardous Waste, Rubbish or Stable Matter.

3.20 Household Hazardous Waste: Household products that contain corrosive, toxic, ignitable, or reactive ingredients, including paints, cleaners, oils, batteries, pesticides, CFS, fluorescent batteries etc., and consumer electronic equipment that is near or at the end of its useful life.

3.21 Hazardous Material: Any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substandard, solvent or oil as defined by any federal, state or local Environmental Regulation.

3.22 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable State law concerning the regulation of hazardous or toxic wastes. Waste in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or any appropriate state agency by or pursuant to Federal or State Law. For purpose of this Contract, the term hazardous waste shall also include motor oil, fuel, paint and paint cans.

3.23 Polycart: A wheeled receptacle with a maximum capacity of 65 or 90 - 95 gallons constructed of plastic, metal and/or fiberglass, designed for manual solid waste collection systems, and having

a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

3.24 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, office paper, newsprint, magazines, plastic (PET and HDPE) bottles, glass containers (clear, brown and green), aluminum cans, metal (tin) cans, and household paper products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

3.25 Recycling Center: A recyclable materials depository, including but not limited to transfer stations, incinerators, and waste processing/separation center licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licensed, permits or approvals to receive recyclables for processing.

3.26 Recycling Container: A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a minimum capacity of 35 gallons.

3.27 Refuse: Residential Refuse and Bulky Waste, and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

3.28 Residential Refuse: All Garbage and Rubbish generated by a Customer at a Residential Unit.

3.29 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising of not more than two families. A Residential Unit shall be deemed occupied when either City water or gas services are being supplied thereto. A residential dwelling, whether of single or multi-level construction, consisting of two or less units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

3.30 Rubbish: All household generated waste, excluding commercial refuse, hazardous waste, construction waste, compost materials, and motor vehicle parts.

3.31 Solid Waste: All non-hazardous (as defined by RCRA and other applicable laws) and solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

3.32 Yard Waste: Household generated decomposable plant materials, including brush, leaves, grass, weeds, garden debris, and shrubbery or brush or tree trimmings less than 4 ft. in length and 2 in. in diameter.

3.33 Yard Waste Container: Households must provide their own separate yard waste container or Kraft paper bags. Containers may not exceed 25 lbs. in weight.

4. RESIDENTIAL COLLECTION: RESIDENTIAL REFUSE

Residential Refuse Collection. The Contractor shall furnish all the labor and equipment for the collection of garbage, refuse, and solid waste set out for curbside disposal at each and every

'residential" dwelling unit within the corporate limits of the City, except as otherwise provided herein.

The contractor shall be responsible for all disposal, dumping, landfill, or other fees required to be paid for the disposal of all garbage or refuse delivered by the Contractor. Once waste is picked up by the contractor, transportation and disposal is the sole responsibility of the contractor. Contractor agrees to indemnify the City from any liability, fines, or penalties or costs associated with the transportation, deposit, and disposal of waste.

Collection of refuse from each residential dwelling unit shall be performed once each week and shall not begin before 4:00 a.m. (early morning collections shall be performed in such a manner so as not to disturb residents of the neighborhood), and end no later than 4:00 p.m. on the day of collection. The collection schedule shall be accomplished utilizing the existing residential schedule established by the City of Salem, except that upon approval of the City a revised schedule may be proposed by the contractor if it is determined to be more efficient, but will be the sole responsibility of the City to approve such proposed revised collection. All schedules shall limit pickups to Monday through Friday. It is recognized that week's containing holidays and unforeseen emergencies will require alteration of the schedule for such situations. Collections shall be on the same day of the week for each collection district as established, except for emergencies and holidays.

Residential Units. A residential unit shall include a single-family dwelling, duplex, and mobile home whether on public or private streets, or in mobile home court or mobile home subdivision, unless otherwise excluded.

Excluded from this service are all dwelling units, which are located above business establishments, which are located in the Downtown business areas.

Excluded from this service are all residential apartment buildings, which include more than two (2) units, unless they are an existing customer.

The Contractor shall not be required to make collections from any school, commercial, or industrial establishment. A dwelling in a residential area which contains a "home-type" business enterprise, such as a small beauty parlor, etc., shall be considered a dwelling unit and receive collection service.

The number of residential units within the city receiving municipal garbage collection service during **October 2023 was 2681 units.**

Collection or Pickup Location. For curbside pickup, all containers and bundles shall be placed on the street in front of the residential unit.

In unusual cases, the City may direct a resident to place his material elsewhere and notify the Contractor.

It shall be the responsibility of each resident to see that the container is placed curbside or as close as practicable to collection routes by 4:00 a.m. on the designated collection day. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadway (including alleys).

5. Miscellaneous Collection Provisions.

1. Area to be Served - The area to receive the service of residential refuse collection is the area within the corporate boundaries of the City of Salem, Illinois. The number of residential units within the city receiving municipal garbage collection service during **October 2023 was 2681 units.**

2. Hours of Collection - Normal hours of collection are to be from **4:00 a.m. to 4:00 p.m.** All collections shall be limited to a schedule of Monday through Friday. Exceptions may be made only when the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual agreement of the City and Contractor.

3. Quantity - Maximum residential waste to be collected from each residence on a weekly basis should be contained in plastic garbage bags and in quantity no larger than 99-gallon equivalent, i.e. three thirty-three (3x33) gallons containers. No loose trash or improperly containerized trash will be collected. If Contractor desires to utilize specific containers to expedite pickup process, these containers will be provided, owned and maintained by contractor and included in curbside pickup rate.

4. Routes and Schedule of Collections - Existing collection routes as established by the City of Salem shall be utilized by Contractor, unless Contractor proposes a schedule to the City that proves to be more efficient, and then only when approved by the City in its sole discretion. Should there be any change in the route schedule, the Contractor shall submit a map designating the collection routes and times for City approval within four (4) weeks in advance of any proposed change. The Contractor shall publish at its expense, a map designating the collection routes and times approved by the City four (4) weeks in advance of implementation date. The Contractor shall publish at its expense a map of such collection routes in the newspapers published in the immediate area. The published map shall be of such size to clearly show all pertinent information.

5. Collection Equipment - The Contractor shall provide an adequate number, of enclosed compactor trucks for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

6. Special or Missed Pickups - The Contractor shall provide for special pickups upon request of an authorized representative of the City. Pickup shall be provided on the same day of the request if notification is made before 2 p.m. After 2 p.m., the next morning pickup shall be acceptable.

7. Street Blockage - The Contractor will be responsible for regularly scheduled pickups if the street is blocked.

8. Tagging - The Contractor is to notify the City same day or furnish and place tags on any refuse left at site. The notification or tags will indicate the reason for non-pickup. If driver does not notify City or tag items left on site, they must be picked up.

9. Contractor's Employees - The Contractor shall take reasonable precautions in the selection of his employees assigned to do the work under the Contract, to assure their honesty, courtesy, ability, physical fitness, and to assure that no solicitations are made to residents by his employees, and shall agree to remove from such work any employee who, in the judgment of the City, is undesirable. Adequate supervision shall be furnished by the Contractor over his employees.

10. Missed Collections - In the event that a regularly scheduled collection is missed and a complaint received by either the City or the Contractor, and where no fault can be found on the generator's part, a special collection of the refuse will be required of the Contractor within twenty-four (24) hours. The City shall notify the Contractor of any complaints it receives within twenty-four (24) hours.

11. Holidays - The following holidays will be observed as non-collection days by the Contractor:

New Year's Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Christmas Day

Collection of City residential customers on these days is prohibited.

The suspension of collection service on any holiday in no way relieves the Contractor of its obligation to provide collection services at least once a week. Alternative collection schedules, including extension of the hours of service to meet this obligation is subject to the City's approval.

12. Refusal to Collect - The Contractor may decline to collect any container, bag, bundle or bulky waste not placed at the curbside in accordance with the specifications herein. Whenever a Contractor shall fail to collect any container, bag, bundle, or bulky waste, the Contractor shall inform the resident and the City within twenty-four (24) hours each by telephone and by written notice explaining why the refuse or waste was not collected (e.g., non-residential solid, waste, hazardous waste, unapproved containers, improper placement, etc.). See *Tagging* above.

13. Disputes with Contractor - Where any dispute arises between a resident and the Contractor as to the manner of placing refuse or the nature of the contents, the Contractor will immediately contact the City Public Works Director to determine whether the dispute has merit, and whether the refuse will be collected. The determination of the Public Works Director shall be final.

6. COLLECTION AT CITY AND PUBLIC FACILITIES

A. All City facilities shall receive minimum garbage and refuse collection services as follows:

- a. Bryan Memorial Park/Water Plant – 2 x 6cy
- b. Municipal Swimming Pool Complex – 2 x 2cy (empty 3 x per week May-Sept)
- c. Library – 1 x 2 cy
- d. Public Works Building (Maintenance Shed) – 1 x 2cy
- e. East Lawn Cemetery – 1 x 2cy
- f. Gas Plant – 1 x 2cy
- g. City Hall – 1 x 2cy
- h. Police Department – 1 x 2cy
- i. Sewer Plant – 3 x 2cy
- j. Little League Complex – 1 x 2cy (empty 3 x per week May-Sept)
- k. Animal Shelter (Cartter, IL) – 1 x 2cy
- l. Community Center – 1 x 2cy
- m. Nineteen (19) trash containers on sidewalks downtown every week

B. All dumpsters shall be furnished by the contractor to the above listed sites and at the above listed minimum sizes. Each dumpster to be emptied weekly and may require increased dumping during seasonal activities, as listed above. The pool, and Little League shall be removed from premises during off season.

C. During the life of the contract, it may be necessary to increase or decrease the number of dumpsters at new or existing City facilities receiving service. Contractor shall state on his proposal form the cost increase/decrease per dumpster for each additional dumpster or each reduction of dumpsters. This adjustment shall be made annually.

D. The Contractor shall agree to the following items:

1. Dumpsters shall be provided by the Contractor, shall have watertight and operable lids, and have functional wheels and meet any and all federal, state, and local regulations.
2. Contractor shall keep all dumpsters, including lids, operable and in good repair and watertight condition.
3. Contractor shall spray or otherwise treat dumpster as needed with disinfectant and insecticides during months of May through September.
4. Contractor shall keep all dumpsters properly cleaned, painted and in an aesthetically acceptable appearance.

7. STREET RECEPTACLE COLLECTION & CITY-WIDE CLEANUP

Contractor shall furnish all labor, equipment, and incidentals for the collection and disposal of litter and waste materials from City –owned receptacles from various locations as determined by the City on City owned streets, parking lots, and other areas in the Downtown business district. The City now has, and will provide nineteen (19) receptacles to be used at various locations around the Downtown area.

The receptacles shall be emptied one (1) time each week. Collection shall only be made by an approved compactor truck for use in the collection of litter, trash, and similar refuse. A special collection of downtown street receptacles shall be furnished following each downtown parade or special activity where large crowds congregate and will be included within the annual collection price quote.

Contractor shall also furnish personnel and equipment for a once per year annual cleanup operation, which is generally carried out during one week that is designated at a consensual week by the City and Contractor. See definitions above of “*Annual Cleanup Materials*”. This cleanup will be included within the annual collection price quote and is not a separate pay item.

8. TITLE TO WASTE

Title to all waste placed at curbside for disposal and collection shall be vested in the Contractor upon collection and deposited in his collection.

9. GENERAL PROVISIONS

Contractor agrees that his employees shall be instructed to and shall place refuse cans and lids on customer’s property off the traveled way when emptying, and shall handle such containers in a reasonable manner in order to avoid causing damage or destruction. If in the opinion of the

City, cans are damaged by the Contractor's employees, the Contractor shall repair or replace said cans as directed by the City.

Office - The contractor shall establish and maintain at City Hall a current cell phone number log with numbers for the owner and/or responsible person in charge. Phone numbers for the business office should also be supplied with an answering machine or voice mail capability to accept calls made after hours. The Contractor shall have at least one responsible person in charge and present during collection hours. All reasonable complaints shall be addressed and resolved by contractor within a twenty-four (24) hour period from receipt of the complaint, whether made by message or direct phone call.

10. BASIS AND METHOD OF PAYMENT

A. For all collection and disposal services and recycling material collection required under this Contract, the charges shall be the rate(s) as set forth in the Contractor's proposal and as provided within this Contract.

B. The Contractor shall invoice the City within (5) days after the end of each calendar month of services provided during the month.

C. The City shall remit payment within thirty (30) days following receipt of invoice. If any dispute arises, the undisputed amount shall be paid.

D. The Contractor shall provide service to any territory annexed by the City within the duration of this Contract including any extension thereof. The hereinafter-described formula for compensation, together with the provision for petitioning for unanticipated cost, will provide the additional compensation due the Contractor for servicing annexed territory.

E. The yearly compensation shall be adjusted upward or downward on January 01 of each calendar year in accordance with the following provisions:

1. The yearly compensation for residential service may be increased or decreased annually beginning January 01 of each year, based upon the number of pickups that the Contractor is required to service. This adjustment shall be made only if the increase or decrease in the number of residential curb service pickups determined by the annual count under subparagraph (b) below as compared to the count on the date of the most recent adjustment (or if no adjustment has been previously made, the beginning date of the contract) is at least three (3) percent. This adjustment shall be made in the following manner;

a. The number of residential units within the City receiving municipal garbage collection service (i.e. number of pickups) each week during October, 2023 is hereby stated to be 2,681.

b. The number of residential units within the City receiving municipal garbage collection service will be determined annually during the last week of December beginning with December 2024 by the City from records of the City's Billing Services Department.

c. The monthly cost per pickup for residential curb service shall be multiplied by the increase or decrease in the number of pickups for a given weekly count as compared to the weekly pickup count on the date of most recent adjustment (or if no adjustment has been previously made, the count on the beginning date of the Contract stated within subparagraph a above).

d. The yearly compensation for residential curb service amount will be increased or decreased by the amount computed per the immediately preceding paragraph (monthly cost per pickup x weekly count increase or decrease) multiplied by twelve months.

2. The yearly compensation for service at City facilities shall be not be adjusted during life of the contract, unless frequency or container count changes.

3. The City shall have the responsibility to submit statements and to collect charges from residential units for services provided by the Contractor under the terms of this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the residential units for such services.

4. Non-Collusion; By signing the offer to Contract, the bidder, by its officers and authorized agents or representatives present at the time of the filing this bid, being duly sworn on their oaths say, that neither they nor any of them have in any way, directly or indirectly entered into any arrangement or agreement with any other bidder or with any other public officer of such City of Salem, Illinois, whereby such affidavit or affiants or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affidavit or affiants or either of them has not directly or indirectly, entered into any agreement with any other bidder or bidders which tends to or does lessen or destroy free competition in the lettering of the contract sought for by the attached bids, that no inducement of any form or character other than which appears on the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

5. The City of Salem reserves the right to accept or reject any and all bids submitted under these contract specifications, and shall reserve the right to award the bid to other than the lower bidder if it determines it is in the best interest of the City to do so.

6. Either party may terminate this contract without cause, with ninety (90) days written notice.

11. INSURANCE

A. The Contractor shall maintain in full force and effect throughout the term of this contract and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

| | |
|--------------------------|-----------------------------|
| Workmen's Compensation | Statutory |
| General Liability | \$1,000,000 each occurrence |
| Bodily injury | \$2,000,000 aggregate |
| Property Damage | \$1,000,000 each occurrence |
| | \$2,000,000 aggregate |
| Automobile Liability | \$1,000,000 each person |
| Bodily Injury | \$2,000,000 aggregate |
| Property Damage | \$1,000,000 each occurrence |
| Excess Umbrella Coverage | \$5,000,000 each occurrence |

- B. All insurance shall be provided by insurers acceptable to the City and authorized to do business in the State of Illinois. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire or be changed without thirty (30) days written notice to the City. Worker's Compensation insurance may be by a plan of self-insurance if permitted by law and approved by the City.
- C. The City shall be listed as an additional named insured on all required insurance policies hereinbefore required.

12. INDEMNITY

The contractor shall indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, damages, costs, expenses, and attorney's fees resulting from any act of omission or commission of the Contractor, its officers, agents, servants, and employees or arising out of or resulting from the performance of this contract.

13. PERFORMANCE BOND

A. Prior to the execution of this Contract, the Contractor shall furnish a corporate Surety Bond or an Irrevocable Letter of Credit in favor of the City of Salem written by an acceptable bank as security for the performance of the Contract. Said Bond or Irrevocable Letter of Credit must be in the amount of one hundred thousand dollars (\$100,000).

B. The surety on the bond shall be duly authorized to do business in the State of Illinois. Attorney-in-fact who sign Performance Bonds must file with each bond a copy of their power of authority to execute the bond. In case of extension or renewal of the Contract, the Contractor shall furnish a Performance Bond or Irrevocable Letter of Credit in the same amount and under the same terms as for the initial Bond or Letter of Credit. The original Surety, however, is in no way obligated to extend or renew the bond or in the instance of a bank, the Irrevocable Letter of Credit.

C. This contract shall be subject to termination by the city at any time-if said bond shall be canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the City thirty (30) days prior to the effective date of said cancellation. The Contract will not be terminated if within thirty (30) days of such notice the Contractor files with the City a similar bond to be effective for the balance of the contract period. The City of Salem reserves the right to eliminate the requirement of this section at a point within the duration of the Contract or extensions for reasonable cause and consideration.

14. LEGAL FEES

In the event litigation is necessary to enforce or terminate the Contract, the Contractor will pay all of the City's reasonable costs and attorney fees.

Offer to Contract for Solid Waste Collection – P2023-11

To the City of Salem, Illinois: We propose to furnish all materials, tools, and services required to complete the work in accordance with the specifications and conditions contained herein in consideration of the sum or sums stated below and agree that this document will constitute the contract if accepted by the City.

Price per curbside household/month pickup for term of contract, which includes all services incorporated in these specifications:

\$ _____ for 2024

\$ _____ for 2025

\$ _____ for 2026

We hereby offer and agree to furnish the material and service in compliance with all terms and conditions, specifications, and amendments in the invitation for bid and any written exceptions in the offer. We understand that the terms in the invitation to bid including, but no limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder.

Signature

Company

Name (printed)

Company Address

Title

Town, State, Zip

Phone Number – Fax Number