
CONTRACT

Central Management Services

STATE OF ILLINOIS CONTRACT

CMP4817270A

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-

CONTRACT

Department of Central Management Services

Contract for Statewide Contracting Services

CNP4817270A

VENDOR

Vendor Name: Allied Waste Transportation Inc.	Address: 808 S. Joliet Street, Joliet, IL 60436
Signature: <i>Bob Kalebich</i>	Phone: 815-723-3200
Printed Name: Bob Kalebich	Fax: 815-774-3995
Title: General Manager	Email: BKalebich@Republicservices.com
Date:	

STATE OF ILLINOIS

Procuring Agency or University: Department of Central Management Services	Phone: 217-557-0494
Street Address: 401 South Spring; 604 Stratton	Fax: 217-557-5073
City, State ZIP: Springfield, IL 62706	
Official Signature: <i>Someone McNeil by Alfred Komolafe</i>	Date: <i>12-26-13</i>
Printed Name: Malcolm Woome <i>Simone McNeil</i>	<i>Alfred Komolafe</i>
Official's Title: Director <i>Acting Director</i>	<i>Strategic Sourcing Manager</i>
Legal Signature:	Date:
Legal Printed Name: Kevin Connor	
Legal's Title: General Counsel	
Fiscal Signature:	Date:
Fiscal's Printed Name: Paul Romer <i>Karen Pape</i>	
Fiscal's Title: Chief Fiscal Officer	

AGENCY/UNIVERSITY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

Agency or University Reference # 11-31727 Project Title: Statewide Waste Mailing Service - Rebid

Contract # 0121412270 Procurement Method (FB, RFP, SRF, etc) #3

RFI Ref # 22012015 RFI Publication Date Award Code

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source _____ Obligation # _____

Small Business Set Aside? Yes No _____

Minority Owned Business? Yes No Percentage _____

Female Owned Business? Yes No Percentage _____

Persons With Disabilities Owned Business? Yes No Percentage _____

Other Preferences? _____

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK-

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1 GOAL:** The State of Illinois Department of Central Management Services (CMS) is seeking a vendor or vendors to supply containers and waste disposal and recycling services. Consolidating these services under a single Vendor or limited number of vendors will create efficiencies and promote use of recycling as a convenient and viable alternative to adding to the waste stream.

Upon contract execution, the Vendor or Vendors will schedule delivery of containers to the identified locations so that service may commence on the first day of the contract period. Participation in this Master Contract by a State agency or department agency will depend on its current contractual arrangement to obtain services.

Those agencies whose contracts either expire or contain options to discontinue service can elect to place their requirements under this Contract when it is advantageous to the State, specifically when the Master Contract offers favorable pricing and the Vendor clearly offers a superior service that better fulfills that Agency's needs.

1.2 SUPPLIES AND/OR SERVICES REQUIRED:

Vendor shall provide consolidated waste disposal and recycling services.

Vendor shall provide the following containers for waste: 90 gallon totes, 1, 1.5, 2, 4, 6, and 8 cubic yard dumpsters. These containers will have lids. Containers larger than four cubic yards may be stationary. All containers provided must be fully functional and must be replaced, upon CMS request, at any time during the contract if they malfunction in any way or their appearance detracts from the area in which they are located. All containers must be placed at points designated by CMS.

All CMS locations in the Chicago area that receive trash service shall receive some level of recycling service. Size of container and frequency of pick-up shall be determined on a case-by-case basis.

All containers shall be emptied in a manner that minimizes scattering of its contents. The area in which the containers are located is to be supervised by Vendor's staff at the time of pick-up so that all waste material is removed before Vendor's truck leaves. In the event that the person depositing the material, which was supposed to be picked up, in the container is negligent and leaves material to be picked up outside the container, the Vendor must notify the Agency to remedy the situation.

Vendor will provide locks for dumpsters or provide locked dumpsters upon request.

The Vendor will adhere to the applicable ordinances and regulations at the site where the service is performed. Those ordinances and regulations are incorporated by reference into this Contract as if they were set forth herein at length.

In the event that the State acquires new locations or eliminates or reduces existing service, the Vendor will be required to adjust service to meet the operating needs of those locations. Additional locations may request service under this agreement. Service shall be added through the use of a Basic Ordering Agreement.

The State does not guarantee any level of service utilization under this contract.

Vendor shall provide the following size containers for the single-stream recycling of paper, metal, glass, and plastic: 90 gallon toter, 1, 2, 4, and 8 cubic yard dumpsters. Paper will be placed in the containers loosely while metal, glass, and plastic will be bagged separately but placed in the same container as the paper.

Vendor will provide a single point of contact for account issues such as the addition, reduction, deletion of service, as well as invoicing and contract modifications.

Vendor must be able to provide service to the entire region for which it is awarded. The use of subcontractors is allowed.

Roll-offs, provided by the Vendor, that are picked up on demand must be picked up no later than the end of the next business day after the Vendor is notified of the need for pick-up.

Where required, Vendor will provide pick-up of compacted waste from State-owned or leased compactors. This contract DOES NOT provide for the rental of compactors.

Vendor will not be expected to provide service to facilities in municipalities that hold franchise agreements with other commercial waste disposal vendors unless the selected vendor is also the franchise vendor for the municipality. In that case, the more favorable contract terms will prevail.

Various facilities throughout the State may produce waste that exceeds the threshold for the dumpsters provided. Vendor may assess a per occurrence charge when the weight limit for a given dumpster has been exceeded. This fee shall be listed on the pricing page, and any fee for overage shall not exceed the stated rate. Vendor's invoice shall itemize this fee.

1.3 MILESTONES AND DELIVERABLES:

Vendor shall invoice the State on a monthly basis in arrears. Invoices shall contain, at a minimum, the following information: facility, address, type of service (container size, frequency of pick-up) and amount. Invoice will also clearly display the service dates that it covers.

Vendor will notify CMS when there is a change in status to any subcontractor.

1.4 VENDOR / STAFF SPECIFICATIONS:

The vendor shall be experienced in commercial waste removal and recycling, and shall hold any and all licenses that are required by law for operation.

Various locations throughout the State may require service six days per week, and a vendor's inability to provide six day per week service will be grounds for a vendor to be deemed unresponsive.

Vendor acknowledges that service may be required six days per week, and is capable of providing service six days per week in any region for which an offer has been submitted.

Yes EK No _____

Vendor may be requested to provide service to mental health centers, prisons, youth centers, or other locations that have security requirements to access the facility. Varying levels of security may be found at each location, and wait times to get through security to access each facility will vary. Vendor shall be prepared for wait times, in some instances, in excess of one hour, and shall not let wait times impact their ability to provide service to the State or their other customers.

Subcontractors: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of this contract or to provide supplies requested by the State.

1.5 TRANSPORTATION AND DELIVERY: N/A

1.6 SUBCONTRACTING

Subcontractors are allowed.

1.6.1 Will subcontractors be utilized? Yes No

- Subcontractor Name: Area Disposal

Amount to be paid: \$49,572 annually

Address: 1006 W. Columbia Ave, Champaign, IL 61821

Description of work: Various waste and recycling removal services

- Subcontractor Name: Beasley Waste

Amount to be paid: \$900 annually

Address: 25406 Rock Springs Hollow Rd., Thebes, IL 62990

Description of work: Various waste and recycling removal services

- Subcontractor Name: Eagle Enterprising Recycling

Amount to be paid: \$2,100 annually

Address: 510 Se Industrial Ave, Galva, IL 61434

Description of work: Various waste and recycling removal services

- Subcontractor Name: Diamond Disposal

Amount to be paid: >\$50,000 annually

Address: 8201 S. Wallace, Chicago, IL

Description of work: Various waste and recycling removal services

- Subcontractor Name: Advanced Disposal

Amount to be paid: \$3,775 annually

Address: 90 Fort Wade Rd., Ponte Vedra, FL 32081

Description of work: Various waste and recycling removal services

- Subcontractor Name: Millennium Waste Inc

Amount to be paid: \$1,800 annually

Address: 3606 78th Ave W, Rock Island, IL 61201

Description of work: Various waste and recycling removal services

- Subcontractor Name: Moring Disposal

Amount to be paid: \$2,692 annually

Address: 2110 McNeil Rd., Rock Falls, IL 61071

Description of work: Various waste and recycling removal services

- Subcontractor Name: Murphy's Container Service

Amount to be paid: \$2,131 annually

Address: 330 N. Park St., Kewanee, IL 61443

Description of work: Various waste and recycling removal services

- Subcontractor Name: Rock River Disposal Services

Amount to be paid: \$25,395 annually

Address: 4002 S. Main Street, Rockford, IL 61102

Description of work: Various waste and recycling removal services

- Subcontractor Name: Waste Management

Amount to be paid: \$23,135 annually

Address: HQ: 1001 Fannin, Suite 4000, Houston, TX 77002

Description of work: Various waste and recycling removal services

- Subcontractor Name: Stewart Sanitation
Amount to be paid: \$356 annually
Address: PO Box 321, Owatonna, MN 55060
Description of work: Various waste and recycling removal services
- Subcontractor Name: Sanders Waste Systems Inc.
Amount to be paid: \$450 annually
Address: 916 Tonsor Rd., Alton, IL 62002
Description of work: Various waste and recycling removal services

All subcontracts must include the Subcontractor Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

1.6.2 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: See Location Addendum
Value of services performed at this location: TBD

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.2 Pricing shall be submitted in the following format: *monthly*. See pricing grid attachments.

2.3 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. ~~Pricing pursuant to this contract is firm.~~ *Unit pricing pursuant to this contract is firm. Overall contract is*

2.4 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

open ended. -JB

2.5 DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

JB

2.6 TAXES: Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

2.7 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1 Vendor's Price for the Initial Term: Please see attached pricing grids.

2.6.2 Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.6.2.1 Agency/University Formula for Determining Renewal Compensation: Pricing during the renewal term will be flat; no increases from initial term will be allowed.

2.6.2.2 Vendor's Price for Renewal(s): See Section 2.6.2.1 - There will be no increases from initial term.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of upon execution to June 30, 2017. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

3.2 RENEWAL:

3.2.1 Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2 Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3 The State reserves the right to renew for a total of two years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1 This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.

3.4.2 The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 4.1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

For service provide on behalf of CMS, please send leased (LXXXX) facility invoices to:

Agency/University:	Central Management Services
Attn:	BoPM-Fiscal

Address:	604 Stratton
City, State Zip	Springfield, IL 62706

For service provide on behalf of CMS, please send State-owned facility invoices to:

Agency/University:	Central Management Services
Attn:	BoPM-Fiscal
Address:	100 W Randolph, Ste 4-100
City, State Zip	Chicago, IL 60601

For service provided to an Agency aside from CMS, please make billing arrangements with the end-using Agency.

- 4.2 ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.

- 4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or

in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

- 4.11 **INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 4.16 **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 4.17 **ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.

- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse

the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. SUPPLEMENTAL PROVISIONS

5.1 STATE SUPPLEMENTAL PROVISIONS:

- Agency/University Definitions

N/A

- Required Federal Clauses, Certifications and Assurances

N/A

- Public Works Requirements (construction and maintenance of a public work). 820 ILCS 130/4.

N/A

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

N/A

- Agency/University Specific Terms and Conditions

N/A

- Other (describe)

N/A

5.2 VENDOR SUPPLEMENTAL PROVISIONS

- Vendor Supplemental Provisions:

N/A

Northern Region Pricing Grid

Waste Hauling

Size of Container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week	Price per month for three (3) pick-ups per week	Price per month for four (4) pick-ups per week	Price per month for five (5) pick-ups per week	Price per month for six (6) pick-ups per week
Toter	\$30.00	\$45.00	\$68.00	\$78.00	\$85.00	\$95.00
1 CU Yd.	\$45.00	\$78.00	\$115.00	\$125.00	\$135.00	\$145.00
1.5 CU Yd.	\$50.00	\$90.00	\$130.00	\$150.00	\$180.00	\$200.00
2 CU Yd.	\$55.00	\$105.00	\$145.00	\$190.00	\$230.00	\$240.00
4 CU Yd.	\$80.00	\$140.00	\$210.00	\$260.00	\$315.00	\$345.00
6 CU Yd.	\$98.00	\$185.00	\$272.00	\$360.00	\$450.00	\$538.00
8 CU Yd.	\$115.00	\$200.00	\$300.00	\$400.00	\$500.00	\$580.00

On demand roll-offs

Roll Offs	Price per pick-up
20 CU Yd	\$350.00
25 CU Yd	\$350.00
30 CU Yd	\$350.00
Overages after 4 ton limit (all sizes above)	\$57.00/ton overage charge

Compactor Price Per Ton \$90.00 (4 ton min.)

Recycling Prices

Size of container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week
90 Gallon toter	\$25.00	\$40.00
1 CU Yd.	\$35.00	\$50.00
2 CU Yd.	\$40.00	\$60.00
4 CU Yd.	\$55.00	\$85.00
8 CU Yd.	\$80.00	\$105.00

Overage Charges

Size	Weight Limit	Overage Charge
Toter	N/A	N/A
1 CU Yd.	N/A	N/A
1.5 CU Yd.	N/A	N/A
2 CU Yd.	N/A	N/A
4 CU Yd.	N/A	N/A
6 CU Yd.	N/A	N/A
8 CU Yd.	N/A	N/A

Central Region Pricing Grid

Waste Hauling

Size of Container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week	Price per month for three (3) pick-ups per week	Price per month for four (4) pick-ups per week	Price per month for five (5) pick-ups per week	Price per month for six (6) pick-ups per week
Toter	\$25.20	\$43.73	\$64.30	\$85.96	\$115.12	\$115.12
1 CU Yd.	\$37.78	\$65.34	\$92.90	\$120.46	\$138.02	\$138.02
1.5 CU Yd.	\$45.20	\$80.19	\$115.18	\$150.17	\$195.15	\$195.15
2 CU Yd.	\$47.68	\$82.67	\$117.76	\$152.65	\$217.63	\$217.63
4 CU Yd.	\$79.53	\$133.14	\$192.01	\$250.89	\$319.76	\$319.76
6 CU Yd.	\$105.74	\$179.11	\$258.62	\$338.11	\$427.61	\$427.61
8 CU Yd.	\$131.58	\$224.18	\$324.49	\$424.80	\$535.11	\$535.11

On demand roll-offs

Roll Offs	Price per pick-up
20 CU Yd	\$425.00
25 CU Yd	\$425.00
30 CU Yd	\$425.00
Overages after 4 ton limit (all sizes above)	\$45.00/ton overage charge

Compactor Price Per Ton 100.00 (4 ton min.)

Recycling Prices

Size of container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week
90 Gallon toter	25.00	45.00
1 CU Yd.	39.00	64.00
2 CU Yd.	40.00	65.00
4 CU Yd.	56.00	85.00
8 CU Yd.	80.00	125.00

Overage Charges

Size	Weight Limit	Overage Charge
Toter		
1 CU Yd.	N/A	N/A
1.5 CU Yd.	N/A	N/A
2 CU Yd.	N/A	N/A
4 CU Yd.	N/A	N/A
6 CU Yd.	N/A	N/A
8 CU Yd.	N/A	N/A

Southern Region Pricing Grid

Waste Hauling

Size of Container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week	Price per month for three (3) pick-ups per week	Price per month for four (4) pick-ups per week	Price per month for five (5) pick-up per week	Price per month for six (6) pick-ups per week
Toter	\$35.64	\$68.90	\$102.17	\$135.43	\$168.70	\$178.42
1 CU Yd.	\$54.65	\$97.42	\$141.37	\$186.52	\$228.10	\$247.61
1.5 CU Yd.	\$64.15	\$112.86	\$165.13	\$217.40	\$269.68	\$287.23
2 CU Yd.	\$68.90	\$116.42	\$167.51	\$219.78	\$272.05	\$290.70
4 CU Yd.	\$93.85	\$160.38	\$231.66	\$302.94	\$374.22	\$398.12
6 CU Yd.	\$120.00	\$203.15	\$293.44	\$383.72	\$474.01	\$506.96
8 CU Yd.	\$143.75	\$245.92	\$354.02	\$464.51	\$574.99	\$616.33

On demand roll-offs

Roll Offs	Price per pick-up
20 CU Yd	\$425.00
25 CU Yd	\$425.00
30 CU Yd	\$425.00
Overages after 4 ton limit (all sizes above)	\$45.00/ton overage charge

Compactor Price Per Ton \$100.00_ (4 ton min.)

Recycling Prices

Size of container	Price per month for one (1) pick-up per week	Price per month for two (2) pick-ups per week
90 Gallon toter	\$20.90	\$38.50
1 CU Yd.	\$33.00	\$57.20
2 CU Yd.	\$53.90	\$94.60
4 CU Yd.	\$61.50	\$117.60
8 CU Yd.	\$104.20	\$145.30

Overage Charges

Size	Weight Limit	Overage Charge
Toter		
1 CU Yd.	N/A	N/A
1.5 CU Yd.	N/A	N/A
2 CU Yd.	N/A	N/A
4 CU Yd.	N/A	N/A
6 CU Yd.	N/A	N/A
8 CU Yd.	N/A	N/A