



REQUEST FOR PROPOSALS

Requesting:	Proposals(s) For Leaf Disposal Services for the Village of Oswego, Oswego Township and the United City of Yorkville
Issue Date:	February 27, 2020
Pre-Proposal Meeting:	N/A
Pre-Proposal Meeting Location:	N/A
Last Date for Questions:	March 12, 2020, by 3:00 p.m.
Addendum Posted:	March 19, 2020, by 5:00 p.m.
Proposals Due:	March 30, 2020, at 3:00 p.m.
Location:	Village of Oswego 100 Parkers Mill Oswego, IL 60543
Note:	Illinois Prevailing Wage Act (820 ILCS 130/1-12) does not apply

All questions concerning this solicitation shall be submitted via e-mail to Purchasing Manager before the date stated above. A written response in the form of a public addendum will be published on the Village of Oswego website by the said date above.

Contact with anyone other than the Purchasing Manager for matters relative to this solicitation during the solicitation process is prohibited.

Contact for this proposal:

Carri Parker, Purchasing Manager in writing at cparker@oswegoil.org

TABLE OF CONTENTS

LEGAL NOTICE..... 3
PROJECT SPECIFICATIONS..... 4
STANDARD CONDITIONS 6
ADDITIONAL CONDITIONS 8
CONTRACT..... 10
COST SHEET..... 21
SITE LOCATION(S)..... 22
REFERENCES 23
CONTRACTOR PROPOSAL AGREEMENT 24

LEGAL NOTICE

REQUEST FOR PROPOSAL FOR LEAF DISPOSAL SERVICES

The Village of Oswego will be accepting sealed proposals for leaf disposal services for the Village of Oswego, Oswego Township and the United City of Yorkville at the address listed below until **Monday, March 30, 2020, at 3:00 p.m.** Proposals not physically received by the date and time listed above will be returned, unopened to the Contractor. Emailed or faxed proposals will not be accepted. All proposals should be addressed to:

Village of Oswego
Re: (Contractor name)
Request for Proposals – Leaf Disposal Services
Attention: Carri Parker, Purchasing Manager
100 Parkers Mill
Oswego, IL 60543

Proposal packets are available at www.oswegoil.org and www.yorkville.il.us. The link can be found under the Business & Development Tab-Proposals& RFPs. Additional packets may be picked up by contacting the Purchasing Manager through email at cparker@oswegoil.org or cparker@yorkville.il.us to schedule a time to pick up the packet at either municipality.

Award of Contract: Each agency will make the final award of the proposal. The successful Contractor and Agency will execute a contract set forth in the proposal package within fourteen (14) days from the award of the contract. The Agencies reserve the right to reject any or all Proposals. No Proposal shall be withdrawn for a period of thirty (30) days after the proposal opening date without the consent of each Agency.

Questions regarding this proposal should be in writing and directed to: Carri Parker, Purchasing Manager, Village of Oswego, 100 Parkers Mill, Oswego, IL 60543 Email: cparker@oswegoil.org.

PROJECT SPECIFICATIONS

Scope of Work

The Village of Oswego, Oswego Township and the United City of Yorkville (herein known as “Agencies”) are requesting proposals for a landscape disposal site and compost facility for the leaves collected from the residents in the Oswego and Yorkville area.

The Agencies will collect leaves throughout the community and dispose of them at a certified landscape disposal site. The site is to be large enough for the disposal of approximately 10,900 cubic yards of collected leaves per year. It is ideal that the disposal site should be located within the 5-mile radius of each agency, but other locations will be considered. The Agencies retain the right to visit the site prior to awarding the proposal. Due to the locations of the Agencies, multiple Contractors may be awarded this contract.

The Contractor must provide a statement or certification demonstrating compliance with Title 35 Illinois Administrative Code Part 830. Contractors will follow all IEPA requirements and retain certifications, if applicable, for a compost facility.

Schedule

Leaf collection is weather dependent and runs approximately mid-October until mid-December. Work is scheduled Monday through Friday from 7:00 a.m. until 5:00 p.m., and Saturdays on an as-needed basis. The Agencies will need access to the disposal site during these days and hours. Should the leaf collection be suspended early due to winter weather conditions, it may be necessary to have access to the disposal site past mid-December should favorable weather conditions allow for leaf collection to resume. It will be the responsibility of the contractor to have the equipment to move or stack the leaf pile as it becomes necessary to keep clear, open areas for continuous dumping. A solid pathway for entering and exiting shall be provided, as leaf pick up varies during wet weather conditions. The contractor shall provide a sufficient mechanism to ensure mud and debris are removed from truck tires before leaving dumpsite and returning back to the roadway.

Estimated Quantity

Agency	# of Trips	# Cubic Yard Annually
Village of Oswego	270	4,800
Oswego Township	200	3,600
United City of Yorkville	85	2,500
TOTAL	555	10,900

Base Proposal, Basis of Payment, Method of Measurement

These services will be billed for each load dumped at the provided site. Although each load is anticipated to be approximately 15 - 30 cubic yards, variations in volume may occur due to the size of the vehicle, production variations, and conditions of leaves.

If the Contractor cannot provide an attendant on-site to tally loads dumped, each agency will keep track of their daily loads. The Contractor will be able to call the Agencies the following business day to receive a total of the loads dumped on the day in question. All disputes will be in favor of the Agencies.

STANDARD CONDITIONS

Interpretation of Documents: Each request for interpretation of the Documents shall be made in writing. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents. An addendum, if deemed necessary, will be posted on the website, <http://www.oswegoil.org/business-and-development/proposals-and-rfps.aspx>. Price proposals must be sent in a separate sealed envelope.

Submittal of Proposal: Proposals must be submitted to the attention of Carri Parker, Purchasing Manager, at the address, date and time as stated in the legal notice. Proposals arriving after the specified time will not be accepted. Mailed proposals that are delivered after the specified hour will not be accepted regardless of the postmarked time on the envelope. Contractors should carefully consider all delivery options (US Postal Service, UPS, Federal Express, Emery Express, private delivery service, etc.) and select a method that will successfully deliver their proposal by the required time and date.

Withdrawal of Proposal: Contractors may withdraw or cancel their proposal, in written form, at any time prior to the scheduled time for the opening of the proposals.

Contractor Qualifications: No award will be made to any Contractor who cannot satisfy the Agencies that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Agencies' decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Contractors submittal shall include all requirements of the specification as found in the proposal documents. The Agencies will strictly hold the Contractor to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Contractor.

Compliance with Laws: The Contractor shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of proposals or the performance of the contract.

Alternates: Any reference in these specifications to the manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Agencies' written decision of approval or disapproval of the proposed substitute shall be final.

Alternate proposals will be considered only if received prior to the time stated for receipt of proposals. Submit alternate proposals in a sealed envelope, identified as required for proposals except that the phrase "Alternate Proposal" shall be used. Contractors are cautioned that, if the alternate proposal involves an increase in the proposal sum, the proposal deposit, if required, shall be ample or be increased to cover the alternate base proposal sum or the entire proposal may be rejected.

Proposal Review: The Agencies reserves the right to reject any or all proposals and/or to waive any irregularities or disregard any informality on the proposals when, in its opinion, the best interest of the Agencies will be served by such action. Furthermore, the Agencies reserves the right to award each item to a different Contractor, or all items to a single Contractor unless otherwise noted in the specification. The Agencies may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) an early delivery date is entitled to more consideration than price, 3) an early delivery date is to be disregarded because of the reputation of the Contractor for not meeting delivery dates, 4) a Contractor is not a responsible Contractor, and 5) what exceptions or deviations from the written specifications will be accepted.

Proposal Results: Following the proposal opening and review, pending contract awards will be posted on the Agencies' current web site at <http://www.oswegoil.org/business-and-development/proposals-and-rfps.aspx>.

Delivery: Where applicable, all materials shipped to the Agencies must be shipped F.O.B. delivered, designated location, Oswego, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor with concurrence by the Agencies for receipt of the materials. The materials must then be delivered where directed. Truck deliveries will be accepted at Public Works between 7:00 a.m. and 3:30 p.m. and all other Agencies locations between 8:00 a.m. and 4:00 p.m. weekdays only.

Inspections: The Agencies shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the Agencies. Any items rejected shall be removed from the premises of the Agencies and/or replaced at the entire expense of the successful Contractor.

Changes in Work: If Agencies finds it necessary to require corrections to completed work due to errors made by the Contractor; the Contractor shall correct the work at no additional cost to the Agencies. If Agencies require changes for previously accepted work, the Contractor shall make such changes as directed by the Agencies and will be compensated at the same rates established in the proposal.

ADDITIONAL CONDITIONS

Guarantees and Warranties: All guarantees, and warranties required shall be furnished by the Contractor and shall be delivered to the Agencies before the final payment on the contract is issued.

Cancellation of award/termination: In the event, any of the provisions of this proposal is violated by the Contractor(s), the Purchasing Department will give written notice to the Contractor(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Agencies for immediate cancellation. Upon cancellation hereunder, the Agencies may pursue any and all legal remedies as provided herein and by law.

The Agencies reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Agencies will be relieved of all obligations under said contract. The Agencies will only be required to pay to the Contractor(s) that the amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to the Agencies after the termination of the contract.

The awardee(s) will have the option to terminate the contract upon written notice to the Purchasing Manager. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of the contract by awardee may result in removal from the Contractor list for a period of three years.

Documentation: When the written specification requires the Contractor to submit written findings or analysis reports with their proposal submittal, the Contractor shall provide the full document to the Agencies electronically as a PDF file on a flash drive.

Default: In the event that the awarded Contractor(s) should breach this contract the Agencies reserves the right to seek remedies in law and/or in equity.

Legal Requirements: It shall be the responsibility of the Contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor(s) will in no way be a cause for relief from responsibility.

Contractor(s) doing business with the Agencies are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

Federal and State Tax: The Agencies are exempt from federal and state taxes for tangible personal property. Contractor(s) doing business with the Agencies will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the

Agencies, nor will any Contractor be authorized to use the Agencies' Tax Exemption Number in securing such materials.

Conflict of Interest: All Contractors must disclose the name of any officer, director, or agent who is also an employee of the Agencies. All Contractors must disclose the name of any Agencies employee who owns, directly or indirectly, any interest in the Contractors' business or any of its branches.

CONTRACT

This contract is made this 21st day of April 2020, between and shall be binding upon the Village of Oswego, Oswego Township and the United City of Yorkville, Kendall and Will Counties, an Illinois Municipal Corporation hereinafter referred to as the "Agencies" and _____ hereinafter referred to as the "Contractor" and its successors.

1. **Program Summary:**

The Agencies will collect leaves throughout the community and dispose of them at a certified landscape disposal site. The site is to be large enough for the disposal of approximately 10,900 cubic yards of collected leaves per year. It is ideal that the disposal site should be located within a 5-mile radius of each entity, but other locations will be considered. The Agencies retain the right to visit the site prior to awarding the proposal.

The Contractor must provide a statement or certification demonstrating compliance with Title 35 Illinois Administrative Code Part 830. Contractors will follow all IEPA requirements and retain certifications, if applicable, for a compost facility.

2. **Schedule**

Leaf collection is weather dependent and runs approximately mid-October until mid-December. Work is scheduled Monday through Friday from 7:00 a.m. until 5:00 p.m., and Saturdays on an as-needed basis. The Agencies will need access to the disposal site during these days and hours. Should the leaf collection be suspended early due to winter weather conditions, it may be necessary to have access to the disposal site past mid-December should favorable weather conditions allow for leaf collection to resume. It will be the responsibility of the contractor to have the equipment to move or stack the leaf pile as it becomes necessary to keep clear, open areas for continuous dumping. A solid pathway for entering and exiting shall be provided, as leaf pick up varies during wet weather conditions. The contractor shall provide a sufficient mechanism to ensure mud and debris are removed from truck tires before leaving dumpsite and returning back to the roadway.

3. **Cost of Services:** The Contractor agrees to provide the services requested to fulfill the project in accordance with the established on the cost sheet.

4. **Billing/Invoicing:** All billing and invoicing will be done in accordance with the quote provided by Granicus.

After receipt of a correct invoice, payments shall be due and owing by the Agencies in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.;

If in the opinion of the Agencies, the Contractor has not or is not satisfactorily performing the work covered by this specification, and within ten (10) business

days of receipt of a written demand from the Agencies, for performance, has not cured any defect in performance specifically itemized in such demand, the Agencies may, at its option:

- A. Withhold payment.
- B. Consider all or any part of this Contract breached and terminate the contractor, or
- C. May hire another contractor to cure any defects in performance or complete all work covered by this specification for the remaining term of this Contract.
- D. Any demand for performance shall be specifically delivered to the contractor by personal delivery, certified or registered mail.

The Agencies will make periodic inspections and follow up as needed with the contractor to discuss any issues, etc.

5. Insurance and Bond Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons, damages to property, and/or other applicable damages that may arise in connection with the performance of work and/or services under this Contract as follows:

- A. Minimum Scope of Insurance – The insurance coverage to be procured and maintained by Contractors shall be at least as broad as the following:
 - i. Commercial General Liability Insurance. Commercial general liability insurance with minimum coverage amounts of \$2,000,000 general aggregate; \$2,000,000 products-completed operations aggregate; and \$1,000,000 each occurrence for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following endorsements, coverages, and/or conditions:
 - 1. Shall include the Agencies as an additional insured in accordance with the obligations and conditions set forth below.
 - 2. Blanket contractual liability coverage, to the extent permitted under Illinois law, including, but not limited to, Contractor’s contractual indemnity obligations under the Contract.
 - 3. Premises-Operations and Independent Contractors.
 - 4. Broad form property damage coverage.
 - 5. Personal injury coverage.
 - 6. Must be endorsed as Primary and Non-Contributory as to any other insurance of the Additional Insureds.
 - 7. If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis to any Subcontractor’s policy.
 - ii. Umbrella / Excess Liability Insurance Umbrella / Excess Liability Insurance. Umbrella or excess liability insurance is written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described above with minimum coverage amounts of \$2,000,000 per occurrence and \$2,000,000 general aggregate, with coverage at least as broad as the underlying policies.

- B. Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the Agencies. At the option of the Agencies, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agencies, its officials, employees, agents, and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- C. Contractor's Obligations - The Contractor shall have the following obligations with regard to required insurance under the Contract:
- i. The insurance policies required under this Contract shall be endorsed to contain the following provisions: the Agencies and its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on each of the policies with respect to liability arising out of ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations and automobiles, owned, leased, hired or borrowed by or on behalf of the Contractor. General liability coverage shall be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through both ISO Form CG 20 10, or CG 20 26, or CG 20 33; and CG 2037; 10 01 Edition date. All additional insured coverage shall be for both ongoing and completed operations.
 - ii. The Contractor shall provide evidence of the required insurance coverages under this Contract by providing a copy of the actual policy/policies, endorsement(s) and certificates of insurance evidencing such coverages. All certificates of insurance required to be obtained by the Contractor shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Agencies. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.
 - iii. The Contractor shall provide immediate notice to the Agencies upon the cancellation of any insurance policy or policies required hereunder.
 - iv. All insurance required of the Contractor shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If the Agencies have other applicable insurance coverages, those coverages shall be regarded as excess over the additional insured coverage. Contractor shall, with respect to all insurance required under this Contract, endorse or require each policy to waive any and all rights of subrogation for losses and or damages arising from the work and/or services provided by the Contractor against the Agencies or other Additional Insured except where not permissible by law.
 - v. The Contractor shall require that every Subcontractor of any tier working on the Project associated with this Contract to obtain insurance of the same types and amounts as that required of Contractor, naming the same as additional insureds subject to the same restrictions and obligations as set forth in the Contractor's

insurance required under the Contract, including waivers of subrogation in favor of the Agencies.

- vi. Under no circumstances shall the Agencies be deemed to have waived any of the insurance requirements of this contract by any act or omission, including, but not limited to:
 - 1. Allowing work by the contractor or any Subcontractor of any tier to start before receipt of the required insurance policy, endorsement, and/or certificates of insurance; or
 - 2. Failure to examine, or to demand the correction of any deficiency, of any insurance policy, endorsement, and/or certificate of insurance received.
- vii. The Contractor agrees that the obligation to provide insurance is solely the responsibility of the Contractor and the Subcontractors of any tier and cannot be waived by any act or omission of the Agencies.
- viii. The Contractor shall notify the Agencies, in writing, of any possible or potential claim for personal injury or property damage arising out of the work and/or services of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.
- ix. The Contractor further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein an extended obligation on the part of the insurers to insure against Contractor's contractual liability hereunder and to indemnify the Agencies and its agents against loss, liability, costs, expenses, attorneys' fees, and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances.
- x. All insurance and performance and payment bonds required hereunder shall be placed with an insurer or insurers authorized to conduct business in the State of Illinois with a current A.M. Best's rating of no less than A, unless otherwise acceptable to the Agencies.

6. **Indemnification:** To the fullest extent permitted by Illinois law, Contractor shall indemnify, defend, save and hold the Agencies, their trustees, officers, employees, agents, attorneys and lenders harmless from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work and/or services under the Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

To the fullest extent permitted by Illinois law, the Agencies shall defend, indemnify, and hold Contractor harmless from and against any claims, and shall pay all losses, to the extent

arising out of or related to (a) Agencies' (or that of anyone authorized by the Agencies or using logins or passwords assigned to the Agencies) use or modification of any Granicus Products and Services; (b) any Agencies content; or (c) Agencies' violation of applicable law.

7. **Contract Term:** The contract shall begin on May 1, 2020, and shall be for a one-year period and may be renewed for up to two additional years, not to exceed April 30, 2023.

8. **Compliance with Laws and Regulations:** The contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project.
 - A. The Contractor must comply with all applicable laws prerequisite to doing business in the state.
 - B. The contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
 - C. The contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a signed Contract. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the Agencies within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
 - E. The contractor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the Contract. If at any time during the term of the Contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the Agencies Finance Director or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
 - F. The contractor must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such Contract.

9. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Agencies. Contractor is an independent contractor and not the Agencies' employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Agencies will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Agencies, and the Agencies is not and will not be liable for any

obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Agencies and the Contractor.

- 10. Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Agencies in writing. All subcontractors and subcontracts used by the Contractor shall be at the discretion of the Agencies and in advance by the Agencies. The Agencies' approval of any subcontractor shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontractor shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontractor entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.

If any personnel or subcontractor fails to perform the part of the Work undertaken by it in a manner satisfactory to the Agencies, the Contractor shall immediately upon notice from the Agencies remove and replace such personnel or subcontractor. The Agencies shall have no claim for damages, for compensation in excess of the Contract price, or for a delay or extension of the Contract time as a result of any such removal or replacement.

- 11. Assignment:** Neither the Agencies nor the Contractor shall assign or transfer any rights or obligations under this Contract without the prior written consent of the other party. Notwithstanding the foregoing, Contractor may assign its rights under this Contract, without the Agencies' prior written consent, in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor.
- 12. Governing Law:** This Contract and the rights of the Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Kendall County, Illinois.
- 13. Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
- 14. Termination:** Either Party shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the terminating Party shall provide the other Party at least ninety (90) days' prior written notice of such termination whereupon this Contract shall automatically terminate immediately after the 91st day.

When this Contract, or any portion thereof, is terminated or canceled by the Agencies, and the Contractor released before all items of work included in this Contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at Contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

15. Additional Items: The Contractor hereby:

- A. Certifies that it is not barred from bidding or contracting with the Agencies as a result of a violation of either Paragraph 33E-3 (bid-rigging) or 33E-4 (bid rotating) of Act 5, Chapter 720 of the Illinois Compiled Statutes regarding criminal interference with public contracting, and
- B. Swears under oath that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by Chapter 65, Act 5, paragraph 11-42.1 of the Illinois Compiled Statutes, and
- C. States that is has a written sexual harassment policy as required by the Illinois Human Rights Act (775 ILCS 5/2-105(A) (4) a copy of which shall be provided to the Agencies upon request, and
- D. Agrees to comply with the requirements of the Illinois Human Rights Act regarding Equal Employment Opportunities as required by Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) and agrees to comply with the Equal Employment Opportunity Clause in Appendix A, Section 750, Part 750, Chapter X, Subtitle B of Title 44 of the Illinois Administrative Code incorporated herein by reference, and
- E. Agrees to comply with the civil rights standards set forth in Title VII of the Civil Rights Act as mandated in Executive Order No. 11246, U.S.C.A. Section 2000e n.114 (September 24, 1965), and
- F. Agrees to provide a drug-free workplace pursuant to the Drug-Free Workplace Act (30 ILCS 580/1 et seq.) (25 or more employees under a Contract of more than \$5,000 or for individuals only when greater than \$5,000).

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:

By: _____
Village President

Village Clerk

**Oswego Township, Illinois
a township government**

Attest:

By: _____
Township Highway Commissioner

Witness

**United City of Yorkville, Illinois,
a municipal corporation**

Attest:

By: _____
Mayor

City Clerk

CONTRACTOR:

Attest:

By: _____
Signature

Witness

Print Name and Title

Village of Oswego Copy

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:

By: _____
Village President

Village Clerk

**Oswego Township, Illinois
a township government**

Attest:

By: _____
Township Highway Commissioner

Witness

**United City of Yorkville, Illinois,
a municipal corporation**

Attest:

By: _____
Mayor

City Clerk

CONTRACTOR:

Attest:

By: _____
Signature

Witness

Print Name and Title

Oswego Township Copy

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:

By: _____
Village President

Village Clerk

**Oswego Township, Illinois
a township government**

Attest:

By: _____
Township Highway Commissioner

Witness

**United City of Yorkville, Illinois,
a municipal corporation**

Attest:

By: _____
Mayor

City Clerk

CONTRACTOR:

Attest:

By: _____
Signature

Witness

Print Name and Title

United City of Yorkville Copy

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this Contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

**Village of Oswego, Illinois,
a municipal corporation**

Attest:

By: _____
Village President

Village Clerk

**Oswego Township, Illinois
a township government**

Attest:

By: _____
Township Highway Commissioner

Witness

**United City of Yorkville, Illinois,
a municipal corporation**

Attest:

By: _____
Mayor

City Clerk

CONTRACTOR:

Attest:

By: _____
Signature

Witness

Print Name and Title

Contractor's Copy

COST SHEET

PROJECT NAME: Leaf Disposal Services

The undersigned, having examined the specifications, and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

TOTAL COST:

Contract Term	Cost Per Load
Year 1	\$
Year 2	\$
Year 3	\$

Printed Name of Contractor

Company Name

Address

City, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date

SITE LOCATION(S)

Please fill out if multiple location sites available:

Disposal Location #1

Address

Times of Operation

Type of Pathway available

Disposal Location #2

Address

Times of Operation

Type of Pathway available

Disposal Location #3

Address

Times of Operation

Type of Pathway available

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal.

Reference No. 1

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 2

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

Reference No. 3

Business Name

Address

City, State, Zip Code

Contact Person

Telephone Number

Dates of Service

Nature of Work

CONTRACTOR PROPOSAL AGREEMENT

TO:

Village of Oswego
100 Parker's Mill
Oswego, IL 60543

The undersigned Contractor, in compliance with your advertisement for proposals for work as specified, and related documents prepared by or at the direction of the Village of Oswego, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, do hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project (Leaf Disposal Services), in accordance with the Contract documents and at the price provided.

The contractor certifies this proposal to be for the project described in the General Specifications document and to be in accordance with said conditions, the scope of services, and contract documents, included in this Request for Proposal.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

Printed Name of Contractor

Company Name

Address

City, State, Zip Code

Phone Number

Email Address

Printed Name of Authorized Representative

Title

Signature of Authorized Representative

Date