

**TOWNSHIP OF ELGIN
RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICE**

STANDARD CONDITIONS

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, proposal notice, proposal sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this proposal, the word "Township" shall refer to the Township of Elgin and the word "Proposer" shall refer to any person, company, or entity submitting a proposal. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed to Supervisor Annette Miller, 729 South McLean Blvd., Elgin, IL 60123 and shall be received at least five (5) days prior to the date scheduled for opening of the proposal. Interpretations and supplemental instructions will be provided in the form of written addenda to the Contract Documents.

Submittal of Proposal: Proposals must be submitted to the attention of Township Clerk Laura Wallett at the above address no later than 3:00 p.m., Friday, October 7, 2016. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Proposer should carefully consider all proposal delivery options (US Postal Service, UPS, Federal Express, DHL, private delivery service, etc.) and select a method that will successfully deliver its proposal by the required time and date. Proposals shall be submitted in a sealed envelope carrying the following information: Proposer name, address, subject matter of proposal as indicated in the specification, and designated date and time of the proposal opening.

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

Proposer Qualifications: No award will be made to any Proposer who cannot satisfy the Township that it has 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 Township's decision or judgment on these matters shall be final, conclusive, and binding.

Preparation of Proposal: The Proposer's submittal shall include all requirements of the specification as found in the Contract Documents. The Township will strictly hold the Proposer to the terms of the proposal. The proposal must be executed by a person having the legal right and authority to bind the Proposer.

Compliance with Laws: The Proposer 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 manufacturer's name, trade name, or catalog number, unless otherwise specified, is intended as a standard only. The Township's 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. Proposer is cautioned that, if the alternate proposal involves an increase in the proposal bid sum, the proposal deposit, if required, must be sufficient or shall be increased to cover the alternate base proposal bid sum, or the entire proposal may be rejected.

Proposal Review: The Township 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 Township will be served by such action. Furthermore, the Township reserves the right to award each item to a different Proposer, or all items to a single Proposer unless otherwise noted in the specification. The Township may determine as follows: 1) an equal or alternative is a satisfactory substitute, 2) the reputation of a Proposer for quality and timeliness of service in other locations may in the sole discretion of the Township bear on the responsibility of its proposal; , 3) a Proposer is not a responsible Proposer, and 4) what exceptions or deviations from the written specifications will be accepted.

Form of Contract: These specifications, including all the contained terms and conditions, and the proposal offered by the successful Proposer and accepted by the Township, will form the Contract or Franchise Agreement.

Inspections: The Township 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 Township. .

GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

Scope of Work: The Proposer shall supply all required supervision, skilled labor, transportation, vehicles, apparatus, equipment, and tools necessary for the entire and proper completion of the work. The Proposer shall supply, maintain, and remove all vehicles and equipment for the performance of the work and shall be responsible for the safe, proper, and lawful maintenance, and use of same. This work shall be completed to the satisfaction of the Township. The Proposer shall provide adequate training, vehicles and equipment to protect the general public from any injury as a result of the job. The Proposer is solely and exclusively responsible for means and methods, techniques of work, and for safety at all sites.

Licensing and Permits: The Proposer and any subcontractor(s) must be licensed with the Township and shall obtain all required licenses prior to the start of any work. License fees may be required by the Township.

Prevailing Wage: Not less than the Prevailing Rate of Wages as found by the Department of Labor or determined by the court on review shall be paid to laborers, workmen, and mechanics

performing work under this contract. *Current standards are available on the Illinois Department of Labor Internet web site at: www.state.il.us/agency/idol/ or by calling the Township of Elgin at 847.741-2045. (820 ILCS 130/1 1G) (Wages of employees on Public Works — Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39S-1 et seq.)*

Toxic Substance: Prior to use of any material which is caustic, corrosive, flammable, or dangerous to handle, the Proposer will provide to the Township written directions as to methods of handling such product(s), as well as the antidote or neutralizing material required for its first aid (Materials Safety Data Sheet).

Identity Theft Prevention and Protection: The Proposer shall be compliant with the Federal Trade Commission Red Flag Identity Theft Prevention requirements *16 C.F.R. Part 681; and with the Identity Protection requirements of 5 ILCS 179/1 et seq.* Under the statutory provisions, the Proposer will have in place an Identity Theft Prevention program that lists “red flag” warning events that signal an identity theft may be occurring. Additionally, the program should identify ways the Proposer will respond to “red flags” and mitigate damage. Also, the Proposer shall comply with Identity Protection principles established under state law.

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

Termination of Contract: The Township reserves the right to terminate in whole or any part of this contract, upon written notice to the Proposer, in the event of default by the Proposer. Default is defined as failure of the Proposer to perform any of the provisions of this contract or failure to provide sufficient manpower, equipment and/or services so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Township may procure, upon such terms and in such manner as the Township may deem appropriate, supplies or services similar to those so terminated.

The Proposer shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Township that in the sole opinion of the Township clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Proposer.

Documentation: When the written specification requires the Proposer submit a written findings or analysis report with their proposal submittal, the Proposer shall provide the document to the Township electronically as either a .PDF or .DOC file on compact disc (CD).

Hold Harmless Agreement (Contractual Liability): The Proposer agrees to indemnify and save harmless the Township, including its elected or appointed officials, employees, and agents against any and all claims, demands, loss, damage, injury, liability, and expense, including but not limited to court costs and attorney’s fees incident thereto, including any claims or demands made by, or loss, damage or injury to employees of the Proposer or any of his subcontractors, as well as all other persons, and/or any other liability resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this hold harmless agreement shall apply to any and all such claims, demands, loss, damage, injury, liability, and expense, whether resulting from the negligence or the intentional acts of the Proposer, or otherwise.

Insurance: The Proposer will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Township. The General Liability coverage shall name the Township of Elgin as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Township. All insurance noted below will not be canceled, reduced, or materially changed without providing the Township thirty (30) days advance notice, via certified mail.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$10,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease — policy limit, and \$500,000 disease — each employee.

Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Proposer must be the result of an approved change order first ordered by and approved by the Township Supervisor and/or the Township Board.

Failure to Execute: Failure of Proposer to execute the contract shall, at the option of the Township, constitute a breach of the agreement made by acceptance of the proposal, and the Township shall be entitled to forfeiture of the certified check, bank draft, or Proposal Bond accompanying the proposal as Proposal Security, and that is required, not as a penalty, but as liquidated damages. In the event of failure of a Proposer to whom an award has been made to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award made to the next lowest responsible Proposer approved by the Township.

Proposal Security: Each proposal shall be accompanied by a proposal security in the amount of 10% of the total amount of the proposal. Proposal security shall be in the form of a certified check or cashier's check, drawn on a responsible bank doing business in the United States and made payable to the Township of Elgin or an original Bond (may NOT be a copy or facsimile) by a surety company which is satisfactory to the Township and is qualified to do business in Illinois. Proposals not accompanied by a proposal security will be rejected. Proposal security of the unsuccessful Proposers shall be returned after the contract is awarded, or earlier, if the

Township does not deem it necessary to retain the proposal. The proposal security of the accepted Proposer will be returned either upon the execution of a contract and the submittal of a performance bond, if required by the specifications or, where no performance bond is required, when, in the Township's estimation, the contract has been satisfactorily completed. Should the Proposer fail to fulfill the contract set forth, the proposal security shall become payable to the Township not as a penalty, but as liquidated damages; otherwise, the proposal security shall become null and void.

As an option to those Proposers with Internet access, the proposal security may be satisfied by filing an Electronic Proposal Bond. To file an Electronic Proposal Bond contact Surety 2000 at www.surety2000.com or call 1.800.660.3263. The Electronic Proposal Bond ID# must be indicated on the Proposal Sheet in the appropriate space.

Performance Security: The successful Proposer shall furnish as performance security a Performance Bond acceptable to the Township prior to the start of any work, and shall thereafter keep and maintain said bond(s) in full force and effect during the term of this Agreement. The security shall be in the sum of \$20,000.00. The performance bond shall serve as security for good and faithful performance of the work for the entire term of the Contract. A Letter of Credit, in a form suitable to the Township, may be submitted as performance security, instead of a Performance Bond.

Letter of Credit (required content): Any letter of credit (hereinafter "LOC") submitted as performance security, as provided for in the Performance Security section of this General Supplemental Additional Conditions section, must be established with the following required content.

The LOC must be irrevocable, made in favor of the Township of Elgin (Beneficiary), and for the account of the Proposer (Applicant). The aggregate amount of the LOC must be at least \$20,000.00. The bank issuing the LOC must be acceptable to the Township of Elgin. The LOC must provide for partial drawings. Drawing(s) are to be made when the Township of Elgin presents a letter to the issuing bank, signed by the Township Supervisor, referencing the LOC number and stating the amount of funds to be drawn against the LOC and also containing the following declaration: "I hereby certify that the applicant has not performed as required by the contract established between the applicant and the Township of Elgin." Payment(s) against the LOC shall be made by the issuing bank upon presentation of such a letter.

Waiver of Lien: Where applicable, a Waiver of Lien and/or Contractor's Affidavit must be submitted by the Proposer, verifying that all subcontractors and material invoices have been paid, prior to the Township approving final payment.