

VILLAGE OF LINCOLNSHIRE
NOTICE TO BIDDERS
CONTRACTUAL STREET SWEEPING PROGRAM

The Village of Lincolnshire will receive sealed proposals until 10:00 a.m. local time on **September 3, 2014** at the Lincolnshire Village Hall, located at One Olde Half Day Road, Lincolnshire, Illinois 60069-3035 at which time and place the bids will be publicly opened.

The proposed project consists of sweeping the Village maintained streets on both a regular and call out basis. Proposal specifications will be made available free of charge on Thursday, August 14, 2014 at the Village of Lincolnshire, One Olde Half Day Road, Lincolnshire, Illinois.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The Village of Lincolnshire reserves the right to defer the acceptance of a proposal for a period not to exceed 45 calendar days after the date proposals are to be received and to accept or reject any and all proposals and to waive technicalities and to accept the proposal which best meets the needs and requirements of the Village.

Village of Lincolnshire

Scott Pippen
Superintendent of Administration, Fleet Services, and Facilities

Village of Lincolnshire
Proposal for
Contractual Street Cleaning

TO: Mayor and Board of Trustees
Village of Lincolnshire
One Olde Half Day Road
Lincolnshire, Illinois 60069

FROM: _____
Company

Address

City State Zip

(_____) _____

Telephone

Dear Mayor and Trustees:

We, the undersigned, hereby propose to furnish all labor, materials, tools and services required for the Contractual Street Cleaning for the Village of Lincolnshire, Illinois, in accordance with the Plans and Specifications, Notice to Bidders, Instructions to Bidders, and forms of Contract and bid bond.

The undersigned declares that we have examined said Plans and Specifications and acknowledges that the same are accurate and complete and are approved by the undersigned.

The undersigned agrees that the contract shall be for a one year period, but shall provide that it can be extended, on an annual basis, at the option of the Village of Lincolnshire in its sole and absolute discretion, for up to two additional years, on the terms in the bid document submitted in response to the request for proposal.

All Contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

The undersigned agrees to commence work not later than 10 calendar days of the notice to proceed from the Village, and to complete the project within the time frame specified in the Terms and Conditions.

The Contractor understands that a contract to purchase the product and/or work shall be formed based upon the terms of the RFP upon acceptance of Contractor's proposal by the Village and that the Village will not execute any form of contract submitted by the Contractor. No substitutes will be permitted unless specified by the Contractor in the proposal and approved by the Village.

The undersigned submits the following Schedule of Unit Prices for the work to be performed as shown on the Plans and Specifications, and agrees that the items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given, and understands that no additional payment will be made for such incidental work.

The undersigned has received and considered in this proposal the following:

Addendum # _____
Addendum # _____
Addendum # _____

If no addenda were received, mark not applicable.

The undersigned submits a bidder's bond, certified check, bank cashier's check, or a bank draft, in an amount equal to 5% of the proposal.

The undersigned agrees to submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

The prices stated in this proposal are guaranteed for 45 days from the date hereof, and if awarded the work within that period, we agree to complete the work covered by this Proposal at said prices.

Lump Sum Price Per Full Cycle Year One:	\$ _____.
Lump Sum Price Per Leaf Season Cycle Year One:	\$ _____.
Lump Sum Price Per Full Cycle Year Two:	\$ _____.
Lump Sum Price Per Leaf Season Cycle Year Two:	\$ _____.
Lump Sum Price Per Full Cycle Year Three:	\$ _____.
Lump Sum Price Per Leaf Season Cycle Year Three:	\$ _____.
Hourly Rate Price:	\$ _____.

Dated this _____ day of _____ 2014.

Respectfully submitted,

Company

By _____
Title

PREVAILING WAGE ACT NOTIFICATION TO CONTRACTORS

Pursuant to P.A. 96-0437, effective January 1, 2010, a public body that fails to provide written notice to its public works contractors that a project is subject to Illinois prevailing wage requirements is, itself, liable for interest, penalties and fines as stated under Section 4(a-3) of the Act. Failure by the public body to provide written notice does not relieve the contractor of the duty to comply with the prevailing wage rate, nor of the obligation to pay any back wages, to the extent applicable under the Act. This notice is being provided for the mutual benefit of you and the Village.

This contract may call for the performance or delivery of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors, to the extent that the Act applies, to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. Related to the Act, the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1, et seq., requires contractors and subcontractors performing services on public works to have in place a written substance abuse program, which meets or exceeds the program requirements in this Act, on file with the Village.

As the prevailing rate of wages are revised by the Department of Labor and are available on the Department’s official website, the revised prevailing rate of wages shall apply to this contract and the cost therefore shall be borne solely by the contractor.

To the extent that the Act applies, all contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping and submittal duties, including the Substance Abuse Prevention on Public Works Act. If the contractor determines that the Act does not apply to it, contractor shall—in lieu of certified payrolls—submit a letter stating that the Act does not apply to it and setting forth the reasons therefor.

CONTRACTOR'S CERTIFICATION

_____, of _____, Illinois, as part of its bid on a contract for Contractual Street Sweeping for the Village of Lincolnshire, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 5/33E-3 or 5/33E-4 of Article 33E of Chapter 720 of the Illinois Compiled Statutes, 1994.

_____, having submitted a bid/proposal for Contractual Street Sweeping to the Village of Lincolnshire, hereby certifies that said contractor has a written sexual harassment policy in place in full compliance with Chapter 775 ILCS 5/2-105(A) 1994.

I, _____ duly authorized agent for _____, having been first duly sworn depose and state as follows:

- 1. The above-named company is not delinquent in payment of any tax administered by the Illinois Department of Revenue or if it is:
- 2.
 - a. It has previously filed the appropriate document contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
 - b. It has entered into an agreement with the Department of Revenue for payment of all its taxes due and is in compliance with that agreement.

By: _____
Signature

Name, printed
Authorized Agent of Contractor

Subscribed and sworn to before me this ____ day of _____, 2014.

Notary Public

SEAL

INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

1. Examination of Plans, Specifications and Site of Work: The bidder shall carefully examine the site of the proposed work and the plans, specifications, and forms of proposal, and contract before submitting his bid for the work contemplated. The submission of a proposal shall be considered conclusive evidence that the bidder has investigated and is satisfied as to all conditions to be encountered in performing the work, and is fully informed as to the character, quality, quantities and costs of work to be performed and materials to be furnished, and to the requirements of the Plans, Specifications, Notice to Contractors, Instructions to Bidders, Proposal, and Contract. If his bid is accepted, the bidder will be responsible for all errors in his proposal resulting from his failure or neglect to comply with these instructions, and for any anticipated profits resulting from such failure or neglect. The bidder shall provide a lump sum price for the regularly scheduled street sweeping as specified and an hourly rate for call out and emergency street sweeping services.

2. Preparation of Proposal: The bidder shall submit his proposal on forms furnished by the Village. All writing shall be in ink or typewriter, except the signature of the bidder shall be written with ink. A proposal made by an individual shall be signed by the bidder or his duly authorized agent. A proposal made by a partnership shall be signed by one partner or by a duly authorized agent thereof. A proposal made by a corporation shall be signed by an authorized officer or duly authorized agent of such corporation.

3. Bidder's Statement of Competency: The bidder shall submit with his proposal a satisfactory statement of his competency to perform the work contemplated in the form of a signed letter (See Attachment A) addressed to the Village. The bidder's statement of competency shall consist of a complete report of his equipment, prior experience including the project names, locations, dates of completion and contact name with telephone number of at least (3) similar projects completed within the last 18 months, and any other pertinent or material facts.

4. Delivery of Proposal: The proposal shall be placed in a sealed envelope plainly marked to indicate its contents and the bidder's name and address. Proposals shall be delivered prior to the time and at the place designated in the Notice to Contractors. When delivered by mail, the sealed proposal marked as specified above shall be enclosed in an additional envelope addressed to the Village and preferably sent by registered or certified mail. If the proposal is received after the opening of bids, it will be returned to the bidder unopened.

5. Opening of Proposals: Proposals will be opened and read publicly at the time and place designated in the Notice to Contractors. Bidders, their authorized agents, and other interested parties are invited to be present.

6. Rejection of Proposals: The Village reserves the right to reject a bidder's proposal for any of the following causes:

6.1 Developments subsequent to the bid opening which in the Owner's opinion would reasonably be construed as affecting the competency or responsibility of the bidder.

6.2 Conviction of a violation of State or Federal law, or rule or regulation of a State or Federal agency, relating to or reflecting on the competency of the bidder for performing the work contemplated.

6.3 More than one proposal for the same work from an individual, partnership, or corporation under the same or different names, or evidence of collusion among bidders.

6.4 Proposal contains omissions, erasures, alterations, unauthorized additions, conditional or alternate bids, or irregularities of any kind which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.5 Proposal form is other than furnished by the Village.

6.6 Proposal is not accompanied by a proper bidder's statement of competency.

6.7 Lack of qualifications as revealed by the bidder's statement of competency.

6.8 Uncompleted work which in the judgment of the Village might hinder or prevent the prompt completion of additional work if awarded.

7. Award of Contract: Unless all proposals are rejected for good cause, award of contract will be made to the lowest responsive, responsible bidder whose proposal complies with all specified requirements stated herein. The successful bidder will be notified by letter that his bid has been accepted and he has been awarded the contract by the Village.

8. Insurance Requirements: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Illinois to protect against claims for bodily injury, death or property damage which may arise from the project. The insurance policy shall name the Village as an additional insured, and shall submit a certificate of insurance or certified copy of the insurance policy with the Village. The amount of such insurance shall be not less than the following:

1. Workmen's Compensation and Employer's Liability Insurance shall be secured and maintained as required by the State.

2. General liability Insurance including general aggregate coverage, products aggregate coverage, personal and advertising injury, and each occurrence; a minimum limit two million dollars (\$2,000,000.00) for each item.
3. Automobile and truck public liability including bodily injury (per person), bodily injury (per accident) and property damage; a minimum combined single limit of two million dollars (\$2,000,000.00).
4. Excess liability umbrella coverage of two million dollars (\$2,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in aggregate. (Village Code Title 7-1-7A)

9. Failure to Execute Contract: Failure on the part of the successful bidder to execute a contract within fifteen (15) days after the date the contract was mailed or otherwise delivered to him, will be just cause for the annulment of the award. If the Village fails to execute the contract agreement within a reasonable time, not to exceed ninety (90) days after receiving the executed contract agreement from the successful bidder, the Contractor shall have the right to withdraw his proposal.

10. Indemnification

10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Village and its officers, and agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, 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) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they 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 which would otherwise exist as to party or person described in this paragraph 10.

10.2 In claims against any person or entity indemnified under this paragraph 15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph 10 shall not be limited by a limitation or amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

11. Tax Exempt The Village of Lincolnshire is a tax exempt body. All purchases of materials subject to a sales or use tax shall be coordinated with the Village of Lincolnshire in order to claim this tax exempt status.

12. Payment: Payment of invoices submitted before the 15 of the month will be submitted for Board approval and payment will be made by the 15th of the following month.

SPECIFICATIONS FOR CONTRACTUAL STREET SWEEPING FOR THE VILLAGE OF LINCOLNSHIRE

TECHNICAL SPECIFICATIONS

1. INTRODUCTION TO STREET CLEANING SPECIFICATIONS

The Village of Lincolnshire is requesting bids for the provision of street sweeping/cleaning services within the corporation limits of the Village. (Hereinafter references to street cleaning shall include street sweeping and cleaning services required by the Village.)

The street cleaning services are to be provided according to the specifications contained herein. The Contractor shall note any exceptions to these specifications clearly on its bid. The Village reserves the right to accept or reject bids based on the best interests of the Village.

II.0 DETAILED SPECIFICATIONS

1. GENERAL INFORMATION AND DEFINITIONS

- 1.1 The Village of Lincolnshire, Illinois, desires to contract for professional street cleaning services. Initial term of the contract shall be for a one-year period, 2015 sweeping year. Two one-year options years shall also be included in the contract for 2016 and 2017 sweeping years.
- A. The Contractor selected shall meet all minimum requirements of these specifications
 - B. The Village has approximately 35 center line miles of curbed streets which are to be cleaned. It will be the Contractor's responsibility to prepare a Work Plan and Route Lists of streets by name as part of formulating a bid and to furnish this information and listing to the Director of Public Works as required in these specifications. A Village map is furnished as part of this specification.
 - C. The sweeping season will be approximately between April 1 and December 15.
 - D. The term debris shall mean all materials normally picked up by a mechanical sweeper, such as sand, salt, glass, paper, leaves, cans, and other materials. It also includes large items such as stones, tree limbs, wood, cable, auto parts, and other such materials that are encountered during regular sweeping schedules.
 - E. The term street shall mean the paved area between the normal curb line of the roadway, whether an actual curb line exists or not. It does not

include bike paths, areas adjacent to the roadway, or parking lots unless specifically called out.

- F. Adverse weather conditions shall mean heavy rains, extreme cold and snow, and other inclement weather conditions as so determined by the Director of Public Works.
- G. Holidays shall be the legal holidays of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, Christmas Eve and Christmas Day.
- H. The Village of Lincolnshire, the Public Works Department , and the Director of Public Works shall also be known herein, respectively, as the Village, the Department, and the Director.

2. SAFETY

- 2.1 Applicable provisions of the following shall be incorporated into these specifications:

Manual on Uniform Traffic Control Devices.

Regulations of the Department and the Village of Lincolnshire.

Other Federal (including OSHA), State or Municipal acts, statutes, rulings, ordinances, decisions or regulations as might apply.

All subsequent revisions and supplement to the above documents.

- 2.2 The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- 2.3 All equipment shall be maintained in accordance with existing Illinois State Law and shall be supplied with operational amber flashing lights/strobes to indicate width and height of sweepers and "slow moving vehicle designators" as required.
- 2.4 The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- 2.5 The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.

3. BID ACCEPTANCE

Each bid shall constitute an offer to the Village to enter into a contract with the Village pursuant to the terms of the specifications, to the extent such terms are not inconsistent with the provisions of the specifications. Said

offer shall not be revoked for a period of forty-five (45) days from the bid due date.

4. CONTRACT CHANGES

Any proposed changes in a contract shall be submitted to the Village for its prior approval and, if approved, the Village will make the change by written contract modification. The Village may at any time, by written order, make changes within the general scope of the Contract. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, such change requires advance approval by the Village Board of the Village of Lincolnshire. An equitable adjustment shall be made in the Contract price or performance schedule, or both, and the Contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Contractor of the notification of change.

5. LITIGATION

A statement shall be included in the bid package describing litigation pending against and/or claims by the Internal Revenue Service or the Village of Lincolnshire pending against the bidder.

6. CONTRACT TERM

6.1 The term of the Contract shall be for a period of 9 months - April 1, 2015 to December 31, 2015. In addition, the Village is requesting a bid for two option years. The Village may exercise , at its sole discretion, the option years for the following terms:

YEAR Two (2) - 12 months - January 1, 2016 to December 31, 2016

YEAR Three (3) - 12 months - January 1, 2017 to December 31, 2017

The initial start date of year one, April 1, 2015, may vary and is dependent on the date of Contract signing and certification. .

6.2 A lump-sum amount shall be paid for each sweeping/cleaning cycle in each contract year. The base contract term will be year one and option year bids are also requested for years 2 and 3.

Years two and three are option years. The contract may be extended under the same terms and conditions as the base contract for each of these upon joint agreement between the Village of Lincolnshire and the

contractor. Such agreement shall be reached within the first 90 days of years two and three, respectively.

- 6.3 If either party to the contract elects to not renew the contract for year two and/or year three, a written notice to that effect shall be mailed to the other party within one hundred twenty (120) days prior to the expiration date of the applicable period.

7. QUALIFICATIONS OF CONTRACTORS BIDDING

- 7.1 Bidders shall certify to the Village that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission or that they will have the necessary equipment and personnel and be ready to proceed twenty-one days prior to the starting date for year one.
- 7.2 The Village attaches great importance to the ability of the Contractor to complete the work as specified. This concern is an acknowledgment of the Village's obligation to the residents of the Village. In order that this obligation be fulfilled, the requirements listed in 7.3 and 7.4 herein must be met.
- 7.3 Bidders must submit a completed CONTRACTOR'S INFORMATION REPORT (attached hereto as ATTACHMENT "A"). This report must demonstrate the following:

Satisfactory evidence, as solely determined by the Village, that the Contractor will be able to operate a municipal street cleaning system of the types and to the extent as outlined in these specifications.

Satisfactory evidence, as solely determined by the Village, that the Contractor owns or has made arrangements to acquire all necessary equipment before the start of work date as specified herein, with certification that such equipment is not obligated for other purposes within the scope of the Contractor's existing operations.

Satisfactory evidence, as solely determined by the Village, that the Contractor has adequate financial resources, experienced personnel, proper facilities, and an adequate work plan to complete the work as specified.

- 7.3 A "Work Plan" (See ATTACHMENT B - CONTRACTOR'S INFORMATION REPORT) shall also be submitted as part of the bid. It shall be developed

in conjunction with and referenced to the "Route Lists." The "Work Plan" shall describe in detail how the street cleaning/sweeping work will be accomplished according to the requirements of the specifications. Descriptions of how equipment is to be used shall also be included. The Contractor should visit the Village of Lincolnshire so as to understand the actual conditions that will be encountered to properly clean the Village streets prior to submitting a bid.

- 7.5 Bidders shall submit "Route Lists" for all scheduled street cleaning. The required "Route Lists" must provide the following information:

A list of the Contractor's proposed cleaning routes for a complete cycle of cleaning, with identification of all streets to be cleaned on each route in sequence.

- 7.6 Failure to provide either a completed "Contractor's Information Report" or "Route Lists" for all proposed cleaning routes or to visit the Village may disqualify any such bid as non-responsive, and therefore such bid may not be considered.
- 7.7 The evaluation of bids and the determination of conformity and acceptability shall be at the sole discretion of the Village. Such determination shall be based on information furnished by the Bidder with his bid, as well as other information reasonably available to the Village.
- 7.8 The City reserves the right to reject any and all bids, and to award a Contract based on the specifications to the lowest, best and, most responsive Bidder.

8.0 VERIFICATION OF WORK

- 8.1 The Village will monitor execution of the Contract in accordance with its terms and specifications.
- 8.2 The "Route List" and "Work Plan" submitted with the bid will be reviewed for accuracy and efficiency by the Village prior to the Contract award. Within fifteen (15) days following the approval and award of the Contract, the successful Contractor shall meet with the Village to review the Contract and make any necessary changes to Route Lists and the Work Plan. Subsequent changes or revisions to Route Lists throughout the Contract period must have the approval of the Village.
- 8.3 The Contractor must have a supervisor available at all times to direct operations. Such supervisor will report to the Director any problems that

occur and provide progress reports on a weekly basis while performing a sweeping cycle.

In addition, the Contractor's supervisor (or representative) shall verbally apprise a designated Village representative each morning of daily progress and receive and satisfactorily respond to any complaints received by the Village relating to the contract. All complaints or requests for service shall be satisfactorily resolved within forty-eight (48) hours of receipt by the Contractor.

- 8.3 The Contractor shall maintain the agreed upon frequency of street cleaning as closely as possible, subject to adverse weather conditions, as defined under the terms of this contract. If agreed to by the Village, time lost due to adverse weather conditions may be added to the end of the cleaning cycle period in the approved "Work Plan".
- 8.5 The Department may monitor the Contractor's work performance on a daily basis. All streets cleaned by the Contractor must present an appearance that is satisfactory to the Department. Any deficiency in the Contractor's performance will be reported to the Contractor who shall remedy any deficiencies within forty-eight (48) hours following receipt of such notice.
- 8.6 In the event a street rehabilitation or improvement project is under construction or will be under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate "Route List" with approval of the Village. The section(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the rehabilitation.

Prior to re-entering any such street into the cycle, a field inspection shall be made by the Department and the Contractor to determine what cleaning will be required by others. In no event will the Contractor be allowed additional compensation by the City for initial cleaning of a re-entered street following rehabilitation or construction unless directed to do so by the Village.

- 8.7 In addition to the procedure for verification of work performed as described herein, the Contractor shall lend whatever necessary assistance the Department may request with respect to verification of work performed.

9. FAILURE TO COMPLETE WORK

9.1 The Contractor shall submit a performance bond equal to 110% of the value of the contract amount at the time of execution of the contract with the successful bidder.

9.2 It is essential to complete all cleaning cycles within the time limits specified. Accordingly:

Failure to complete cleaning of 100% of the curb miles scheduled to be cleaned by the cycle completion date for any cleaning cycle shall result in liquidated damages. Liquidated damages shall be calculated for each cycle by multiplying the number of curb miles for the cycle not completed by the cycle completion date times the sum of \$50.00. Such liquidated damages shall be deducted from the amount due the Contractor for each cycle in which the Contractor fails to clean 100% of the curb miles schedule to be complete by the cycle completion date.

Liquidated damaged as described herein may be waived, at the sole discretion of the Village. Factors that may be considered in granting such waiver include, but not be limited to, excessive inclement weather, Acts of God, and street construction.

9.3 The Village may serve written notice upon the Contractor and his surety of the Village's intention to terminate this Contract in the event any of the following conditions occur:

- The work is abandoned by the Contractor.
- The work is assigned without written consent of the Village.
- The Contractor is adjudged bankrupt.
- A general assignment of the Contractor's assets is made for the benefit of his creditors.
- A receiver is appointed for the Contractor or any of his property.
- The work under this contract is being unnecessarily delayed by the Contractor.
- The Contractor violates any of the material conditions of the Contract.
- The Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract.

Unless within thirty (30) days after the serving of such notice a satisfactory arrangement is made for continuance, the Contractor shall be deemed in default and the Contract shall be automatically terminated and the Village may take over and prosecute the work to completion, by Contract or otherwise.

If at fault, the Contractor and his surety shall be liable to the Village for all liquidated damages as well as excess cost sustained by the Village by reason of such prosecution and completion by the Village. Time shall be of the essence as to any action performed by the Contractor to correct conditions as set forth in this provision.

It is agreed that in the event the Contractor shall be adjudged bankrupted, a receiver appointed or a general assignment for the benefit of creditors is made, or if the Contractor is proven insolvent or fails in business, the Contract shall not be an asset of the Contractor.

10. ACCEPTANCE OF CONTRACT

- 10.1 The Contractor shall warrant that they are familiar with and understand the provisions contained herein and shall warrant that they shall comply with them.
- 10.2 A failure to adhere to the general provisions of the Contract by the Contractor shall be deemed a material breach.
- 10.3 All dealings, contracts, etc., between the Contractor and the Village shall be directed by the Contractor to the Director of the Department or his/her designee and by the Village to the officer designated by the contractor.

III. SPECIAL PROVISIONS

1. SCOPE OF WORK

- 1.1 Complete Cleaning Cycle - Contractor shall clean all curbs, gutters, and median curbs, located in the Village as designated in these specifications. Streets to be cleaned shall be listed in the "Route Lists" and "Work Plan" prepared and furnished by the Contractor.
- 1.2 Base Bid - The base bid provides all dedicated streets within the Village of Lincolnshire corporation limits shall receive cleaning cycles as follows: Sweep the entire Village once per month April, May, and August, and one complete sweeping the end of June immediately prior to the Fourth-of-

July. During the leaf pick-up program, one sweep of one half of the residential area of the Village (alternating west of Riverwoods Road then east of Riverwoods Road) on each week following the completion of the Public Works Department's leaf removal from the assigned area, from the third week of October until the last week of November, and one final sweep of the entire Village in the first week of December. Public Works normal business hours are 6:30 AM to 3:00 PM Monday through Friday. Contractor shall completely sweep the specified streets within a time mutually agreed upon between the Owner and the Contractor.

- 1.3 Approximate cleaning cycle starting and completion dates for the base bid are:

Start dates of April 1 and completion date of April 15, start date of May 11 and completion date of May 26, start date of June 17 and completion date of July 2, start date of August 17 and completion date of September 1, and start date of December 7 and completion date of December 22 for the complete sweeps. Leaf Season sweeps will be in accordance with the Village's leaf pick-up schedule.

- 1.4 Special Request/Emergency Sweeping Call-Out. Sweeping services shall be provided by special request or emergency call-out at the request of the Village. For any call-outs or emergencies less than a full sweeping cycle of the Village, payment will be made according to the Contract unit price per hour. The response time for emergency service shall be no more than two (2) hours. Payment will be made for a minimum of four hours, regardless of the time worked, upon notification of a special request for emergency call-out.

Any requested full cycle sweepings in addition to those outlined in this bid will be paid at the lump sum rate. The Village will make every effort to give at least 24 hour notice of such call out, unless it is an emergency.

- 1.5 Newly Annexed Areas - Streets in areas annexed after the contract is in effect shall be cleaned under the same requirements for all other streets. Compensation for new streets will be made on a prorated basis.
- 1.6 The cleaning operation shall include all sweeping and scraping. The cleaning operation does not include the removal of waste materials in catch basins or storm sewers.

Material to be cleaned from streets shall be as defined in II.0 DETAILED SPECIFICATIONS, Paragraph 1.5. It includes scraping accumulations of dirt and debris from gutter plates and noticeable debris in the center areas of streets and intersections. It does not require removal of vegetation growing from street defects or from curb joints provided two (2) passes are

made by mechanical sweeper brooms over the curb joints that have significant vegetation growing therein as determined by the Director.

Effective dust control by use of sweeper spray systems or other means shall be maintained at all times.

- 1.7 Completion dates for subsequent contract years shall be as listed in II.0 DETAILED SPECIFICATIONS, Section 6.1.

2. METHODS OF OPERATIONS

- 2.1 All operations described in these specifications shall be conducted by the Contractor's personnel. The expense of all such operations shall be the Contractor's.

The Contractor shall provide its own equipment, labor, fuel and other materials necessary to complete the required work, except as indicated herein. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence and supervision of its employees.

A competent and experienced supervisor shall be available on-site or through telecommunications at all time when work is occurring.

The Contractor shall perform all work required to accomplish an effective cleaning operation. The Department shall have the right to identify for the Contractor those areas where work should be performed.

There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the Contract without prior approval of the Village.

All equipment and personnel shall move in the same direction as traffic at all times during the cleaning operations.

- 2.2 Contractor shall complete street sweeping services during the hours of operation as allowed by the Village code which are 7:00 A.M. to 7:00 P.M. Monday through Friday and 8:00 A.M. to 6:00 P.M. on Saturday, except in emergency situations as requested by the Village.

No daytime cleaning shall be permitted on designated Village holidays. The elimination of these sweeping days in no manner relieves the Contractor of its obligation to provide scheduled sweeping frequency.

All streets and medians listed in the "Route Lists" furnished by the Contractor and approved by the Village may be cleaned either day or night

during the prescribed operating hours at the Contractor's discretion, subject to the approval of the Department.

3. WEATHER

- 3.1 For the purpose of the Contract, the National Weather Service located at Romeoville shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.

No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, and sleet.

The Contractor may suspend operations if weather conditions are such that cleaning operations cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the Department. Favorable consideration for extending cleaning cycles will be given if proper notification has been given.

The Village shall - at its discretion - have the right to order the suspension of cleaning operations whenever, in its judgment, present weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.

4. DEBRIS DISPOSAL

- 4.1 Proper removal, and transport to the Village's temporary disposal site, shall be the responsibility of the Contractor. Final disposal of debris collected during street cleaning operations will be the responsibility of the Village.

The Village will provide a temporary site for the Contractor to accumulate collected sweeping debris.

5. WATER

- 5.1 Water for sweeping equipment will be provided by the Village at no charge. The reporting of water usage shall be as required by the Public Works Water and Sewer Department. The Contractor shall make arrangements with the Public Works Water and Sewer Department for the proper use of hydrants throughout the Contract period.

6. EQUIPMENT AND FACILITY

- 6.1 The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.

Minimum owned or leased equipment by the Contractor for the Contract shall be three (3) Street Sweepers.

- 6.2 Specifications for such equipment are as follows:

Street Sweepers – Sweepers used in the cleaning operation may be brush vacuum, mechanical or regenerative air, or a combination of types. Street Sweepers are to be equivocal to Elgin Eagle, Elgin Crosswind, or Elgin Whirlwind or approved equal.

Sweepers must be equipped with an efficient and effective water spray system for dust control, and the spray systems must be maintained in good operating condition.

Sweepers must have a sufficient supply of spare brooms and other parts on hand to ensure the timely and continuous fulfillment of the contract. The Contractor shall provide a listing and location of spare parts for inspection upon request of the Director.

Sweepers must be capable of dumping directly into trucks provided by the Contractor or of transporting debris to the location provided by the Village.

Sweepers must be capable of removing litter, leaves and debris sufficiently to meet the Village's satisfaction.

Dump trucks - Depending upon the type of sweepers used, the Contractor may require the use of one (1) or more dump trucks. It is the Contractor's responsibility to provide these vehicles in the event its cleaning equipment requires them.

The Contractor shall provide adequate support equipment which includes debris transfer vehicles, pickup trucks, service trucks, tire trucks and any other item of equipment necessary to provide cleaning services as described in these specifications.

Sweepers shall be equipped for two-way radio communication (e.g. radios, cellular phones). CB radios are unacceptable.

All machines must not be over five (5) years old or must be able to be certified to the satisfaction of the Village as having been rebuilt to new standards within the past five (5) years.

All machines must be properly registered and insured in accordance with the motor vehicle laws of Illinois.

Equipment must conform to all federal, state and local safety regulations.

All equipment (including support equipment) to be used by the Contractor shall be listed as part of the "Work Plan" section of the Contractor's Information Report. All such equipment is subject to the inspection and final approval of the Village. Such approval may require on-site demonstration of the capacity of proposed equipment.

All vehicles used by the Contractor must be performance worthy by visual and operational inspection. Sweepers shall present a clean appearance and be regularly washed.

The Public Works Department shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the Contract. Should any vehicle, when inspected, and in the determination of the Department, not meet standards that the Department feels is necessary to complete the Contract or to operate safely, the Department may require such vehicle to be brought to standard before being placed back in service.

Payment

7.1 For the work detailed within these specifications, the Contractor shall submit lump-sum prices for the Contract YEARS 2015, 2016, and 2017. Payment for work done will be based on the number of completed cleaning cycles.

7.1 Request for partial payment must be made to the Village for approval and include the following:

Cover invoice showing cycles completed and an extension in dollars at the quoted cost.

Copy of the "Route Lists" for the invoiced period showing the date each street was cleaned, and the initials and signature of the Contractor's representative.

2. Attachment

Attachment A is reproduced on the following pages. It is to be completed by the bidder. Use additional sheets as required to supply required information or list on the reverse side.

ATTACHMENT "A"

CONTRACTORS INFORMATION REPORT

The information provided herein is in conjunction with our company's bid for The Village of Lincolnshire Illinois' Street Cleaning Services. (Bidders: Use additional sheets to supply required information or list on the reverse side).

NAME OF BIDDER _____ TELEPHONE _____

ADDRESS _____ FACSIMILE _____

CITY, STATE

ZIP _____ CONTACT NAME _____

A. EQUIPMENT FACILITIES

1. Is your repair and yard facility at the above address? Yes ___ No ___

2. If not, state the address of your yard and facilities _____

Complete the following list of presently owned or leased sweeping equipment now in use:

STREET SWEEPERS YEAR	MAKE MODEL	CUBIC YARD CAPACITY	TYPE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

BIDDER: _____

Attachment A - Contractor's Information Report (Continued)

DUMP TRUCKS	MAKE/MODEL	CUBIC YARD CAPACITY
1.	_____	_____
2.	_____	_____
3.	_____	_____

OTHER RELATED EQUIPMENT	YEAR MODEL	DESCRIPTION
1.	_____	_____
2.	_____	_____
3.	_____	_____

If your company is the successful bidder for The Village of Lincolnshire's Street Cleaning Services contract, list the additional equipment you would purchase to execute the Contract. Indicate new (N) or used (U) equipment after model description.

YEAR	MODEL	CAPACITY	APPROXIMATE COST
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

B. FINANCIAL INFORMATION

1. Are current quarterly financial statements available? Will such statements be provided to the Village upon request? YES _____ NO _____
2. Is audit performed by a certified public accountant available for your preceding fiscal year? YES _____ NO _____
3. State the name and address of the bank at which you have your bank account; include your bank account number.

BIDDER: _____

Attachment A - Contractor's Information Report (Continued)

C. MUNICIPAL AND STATE SWEEPING EXPERIENCE

1. State completed municipal and/or state sweeping contracts your company completed since January 1, 1999.

CONTRACTING ENTITY	DATES OF SERVICE FROM TO	\$VALUE	DATE COMPLETED
--------------------	-----------------------------	---------	----------------

1. _____
CONTACT PERSON _____ Phone No. _____

2. _____
CONTACT PERSON _____ Phone No. _____

3. _____
CONTACT PERSON _____ Phone No. _____

4. _____
CONTACT PERSON _____ Phone No. _____

2. State current municipal and/or state sweeping experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

CONTRACTING ENTITY	DATES OF SERVICE FROM TO	\$VALUE	DATE COMPLETED
--------------------	-----------------------------	---------	----------------

1. _____
CONTACT PERSON _____ Phone No. _____

2. _____
CONTACT PERSON _____ Phone No. _____

3. _____
CONTACT PERSON _____ Phone No. _____

4. _____
CONTACT PERSON _____ Phone No. _____

BIDDER: _____

Attachment A - Contractor's Information Report (Continued)

D. MANAGEMENT

List the names and a brief description of the sweeping experience of the management personnel of your company who will be directly involved with the management and supervision of this contract.

NAME _____

NAME _____

NAME _____

BIDDER: _____

Attachment B - Contractor's Information Report (Continued)

WORK PLAN

Describe in detail how you will prosecute the street cleaning detailed in these specifications. Include in your description the function of all equipment to be used.