

**County of Kendall
Facilities Management Department
804 W. John St.
Suite B. Yorkville, IL 60560**

(630) 553-4102

REQUEST FOR PROPOSAL

<h1>Snow & Ice Removal RFP</h1>
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July 21, 2017

INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for **Snow & Ice Removal** services which include plowing, pushing, loading, hauling, and spreading of salt and sand as per bid specifications for the initial one year term November 1, 2017 through May 31, 2018, with an option to renew the contract for two (2) separate, successive one year terms (i.e., from November 1, 2018 through May 31, 2019 and from November 1, 2019 through May 31, 2020). Bidding documents may be obtained from the Facilities Management Office, 804 W. John St., Suite B, Yorkville, Illinois, after **July 27, 2017** between the hours of 8:00 a.m. and 4:00 p.m. daily.

Examination: Bidders shall receive a copy of the Instruction to Bidders, Agreement, and all attachments to use in preparing a bid. Examine the documents and the described site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of Facilities Management in writing via facsimile (630) 553-4125 or personal delivery. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of the documents and the requirements contained therein.

Submittal: **Submit completed bid and other required documents in a sealed envelope clearly marked “Kendall County Snow & Ice Removal” and the name and address of the bidder. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. All proposals shall conform to all terms and conditions set forth in this Request for Proposal (RFP). An authorized representative of the bidder must sign, in ink, the bid. Unsigned bids will not be considered. Also, no bid will be considered unless all stipulations of this document and the Agreement have been completed which includes, but is not limited to completing all of the requested information in Attachment C-Fees and Reimbursements.**

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before Friday, August 4, 2017 at 2:00p.m. in order to be considered. Facsimile and/or e-mail transmitted bids will not be accepted by Kendall County.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by Written Notice received by KCFM. Bids may not be modified, withdrawn, or cancelled by the Bidder during this sixty (60) day time period.

Pre-qualification: The bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person’s name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:

- Maintaining a permanent place of business.
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.
- Is located within a 10 mile radius of Yorkville, IL.
- Able to respond within one hour 24/7.
- Has 5 years experience performing work of this type

Opening: Bids shall be stamped with the date and time received. The bids shall be opened on **Friday, August 4, 2017 at 2:00p.m.** by the Director of Facilities Management or his designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee.

Award: It is the intent of Kendall County to award the bid to the lowest responsible bidder who has met all stipulations of this document and the Agreement. Low bid will be established by comparing Attachment C.

Rejection of Bids: The Kendall County Board, Kendall County Facilities Management Committee, and Kendall County Facilities Management Director reserve the right to modify the terms and conditions of this RFP; to reject any or all bids; to waive technicalities; and reserve the right to award a contract which is in the best interests of Kendall County.

Miscellaneous: Kendall County shall not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal in response to this RFP.

Disqualification: Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Also, Kendall County reserves the right to disqualify bids submitted by any individual or entity who is barred from bidding on this proposal as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

Confidential Information and County Property: It is agreed that any and all specifications, drawings, or data furnished by Kendall County shall (1) remain Kendall County's sole and exclusive property; (2) be considered and treated by the bidder as Kendall County's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this agreement and (3) be returned upon request.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of Kendall County to proceed, or on date stipulated in such order. The successful bidder must not commence any billable work prior to the parties' execution of the Agreement and until after the successful bidder has received official written order of Kendall County to proceed. Work done prior to these circumstances shall be at the bidder's risk.

The accepted bidder shall assist and cooperate with Kendall County in preparing the below Agreement, and within 10 days following its presentation shall execute same and return to the Director of Facilities Management.

AGREEMENT & GENERAL TERMS & CONDITIONS

THIS Agreement is entered into the day and year first set forth below between *KENDALL COUNTY, ILLINOIS* (hereinafter “Kendall County”), with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and (*Company Name*) with its principal place of business at _____ (hereinafter referred to as “Vendor”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. This Agreement includes and incorporates by reference herein all terms and conditions set forth in the RFP July 21, 2017 this page (the “Initial Page”), the General Terms & Conditions set forth on the following pages, hereof, Attachment A (Scope of Service), Attachment B (Places of Service), Attachment C (Fees & Reimbursements), and Attachment D (Site Data), all of which are collectively referred to as “Agreement”. This Agreement shall be effective as of November 1, 2017 and shall continue in force and effect until May 31, 2018, or as terminated by either party pursuant to the terms in the Agreement, whichever occurs first (hereinafter referred to as “Initial Term”). At the expiration of the Initial term, this Agreement shall be renewed by mutual agreement of the parties for two (2) separate, successive one year increments (i.e., from November 1, 2018 to May 31, 2019 and renewed again from November 1, 2019 to May 31, 2020), with the same terms and conditions unless terminated or modified by either party, in writing, at least thirty (30) days prior to the expiration date of the Initial Term or any renewal thereafter. The parties understand and agree that the automatic renewal terms set forth in this Paragraph 1 do not supersede or alter the parties’ ability to terminate the Agreement pursuant to Paragraph 6 of the General Terms & Conditions of this Agreement.
2. Pursuant to and as set forth in this Agreement, Vendor will provide Kendall County with the following types of services: **Snow & Ice Removal** services which include plowing, pushing, loading, hauling, and spreading of salt and sand. All services set forth in Attachments A and D, Vendor shall provide the services set forth in this Paragraph 2 for all locations identified in Attachment B as scheduled in Attachments A and D and, if needed, at any other time as requested by the Kendall County Facilities Management Director.
3. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment C to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the vendor’s services or obligations, Kendall County agrees to attempt to negotiate with the vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County and Vendor are unable to mutually agree to an adjustment in the Fees & Reimbursements and/or scope of this Agreement, Kendall County may immediately terminate the Agreement upon providing written notice to Vendor.
4. Payment: In consideration for Vendor providing the services, to the satisfaction of Kendall County, as set forth in this Agreement, Kendall County agrees to pay per attachment C “**Fees & Reimbursements**”. The Contract will be awarded on a monthly Sum basis; to receive compensation, Proposer must present an invoice to Director James Smiley with KCFM. The total amount of the invoice shall be paid in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Kendall County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.
5. Indemnification: Vendor agrees to indemnify hold harmless, and defend, with counsel of Kendall County’s own choosing, Kendall County Facilities Management (“KCFM”) and Kendall County, including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which the KCFM, Kendall County, their board members, elected officials, insurers, employees, or agents may sustain, incur or be required to pay arising out of Vendor’s negligence, willful acts, errors, omissions, or performance or failure to adequately perform its obligations pursuant to this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future elected officials, officers, employees, board members, and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed as a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Vendor’s duty to indemnify and hold the Kendall County harmless as set forth above. Indemnification obligations shall survive the termination of this agreement.

6. Insurance: Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Vendor shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, and (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County under this Agreement.
7. Acknowledgement of Insurance Requirements: By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "AGREEMENT & GENERAL TERMS & CONDITIONS" found herein.
8. Independent Contractor: Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
9. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
10. Termination: Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to Kendall County at least sixty (60) days prior to the effective date of termination.
11. Warranties: All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
12. Assignment: Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
13. Confidentiality: It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).

14. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Facilities Management, Attention: Director, Facilities Management, 804 John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125 with copy sent to: State's Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: _____

15. Force Majeure: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The claiming party with all reasonable dispatch will remedy the cause of such inability to perform.

16. Certification: Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act).

17. Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Vendor made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.

18. Vendor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

19. Equal Opportunity/Non-Discrimination: The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

20. Prevailing Wage: To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work 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. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

21. Employment of Illinois Workers on Public Works Act: If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment"

as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) "Illinois laborer" as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.

22. Conflict of Interest: Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
23. Remedies: In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
24. Waiver: The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
25. Background Checks/Security: Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County’s facilities on behalf of Vendor, Vendor’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County’s facilities absent prior written consent from Kendall County. Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Vendor and/or Vendor’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.
26. MSDS: When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
27. Counterparts: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
28. Waiver of Lien: Vendor hereby waives any claim of lien against subject premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
29. The Vendor and any Subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
30. Drug Free Workplace: Vendor and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
31. Default: The Contract may be canceled or annulled by the County of Kendall in whole or in part by written notice of default to the Contractor upon nonperformance or violation of RFP and/or Agreement’s terms. Failure of the Contractor to deliver services within the time stipulated on his offer, unless extended in writing by the County of Kendall, shall constitute a Contract default.
32. Authority to Execute Agreement: The County of Kendall and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
33. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

34. Taxes: Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Vendor promptly in the event of a change in its tax-exempt status. No submitted proposals can include any amounts of money for these taxes.
35. Contract Review & Approval: Any Contract or agreement resulting from the acceptance of this proposal by County of Kendall shall be on forms either supplied by or approved by the Kendall County's State's Attorney's Office (*See AGREEMENT & GENERAL TERMS & CONDITIONS*). The County of Kendall reserves the right to reject any agreement that does not conform to the Request for Proposal (and the terms and conditions expressed herein) and any further County of Kendall requirements for agreements and Contracts.
36. Clarification: County of Kendall reserves the right to request clarification of information submitted and request additional information as needed. Failure to respond promptly is cause for rejection.
37. Integration of Terms & Conditions: The requirements of this RFP shall be included in the Contract with the selected firm. Should the Vendor desire to utilize its own Agreement as opposed to the "AGREEMENT & GENERAL TERMS & CONDITIONS" contained herein, those terms and conditions shall be included in the proposed agreement. The "AGREEMENT & GENERAL TERMS & CONDITIONS" must be agreed to by each Proposer and incorporated into any final contract/agreement.
38. Negotiations: The County of Kendall reserves the right to negotiate specifications, terms, and conditions that may be necessary or appropriate to the accomplishment of the purpose of the RFP. The County of Kendall may require the entire proposal be made an integral part of the resulting Contract. All responses, supplemental information, and other submissions provided by the Proposer/Offeror during discussions or negotiations will be held by County of Kendall as contractually binding on the successful Proposer/Offeror.
39. Compliance with State and Federal Laws: Proposer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
40. Contractor Responsibilities: The selected Contractor will be required to assume responsibility for all services offered in this proposal. The County of Kendall will consider the selected Contractor to be the sole point of contact with regard to Contractual matters, including payment of any and all charges resulting from the Contract.
41. Disqualification: Kendall County reserves the right to disqualify bids/Proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer.
42. Execution of Documents / Contract award
 - a) The Contractor, in signing his/her Proposal on the whole or on any portion of the work, shall conform to the following requirements:
 - I. Proposals signed by an individual other than the individual represented in the Proposal documents shall have attached thereto a power of attorney evidencing authority to sign the Proposal in the name of the person for whom it is signed.
 - II. Proposals which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Proposal a power of attorney evidencing authority to sign the proposal, executed by the partners.
 - III. Proposals which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
 - IV. If such Proposal is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Proposal shall be attached to it. Such Proposal shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.
 - b) With the submission of Proposals, all Proposers shall sign this "AGREEMENT & GENERAL TERMS & CONDITIONS". Should Proposer desire further contractual documents to be utilized, the signature of that document will evidence the acquiescence to all of the terms and conditions contained therein. Further, with any final agreement, Attachments A-D as well as the RFP and the submitted Proposal shall be integrated as though fully reinstated therein.

- c) The Contract will be deemed as awarded when formal notice of award has been duly served upon the intended awardee(s).

Incurred Costs: County of Kendall will not be liable in any way for any costs incurred by respondents in replying to this RFP.

43. The RFP, including its attachments A-D, and the submitted Proposal are hereby integrated into this agreement as though fully reinstated herein. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Agreement and General Terms & Conditions, then Additional Terms & Conditions of the RFP, then Attachment C, then Attachment A, then Attachment D, then other Attachments to this Agreement/RFP, then the submitted Proposal. In all cases, the terms and conditions of this Agreement and the RFP shall be controlling over those terms and conditions submitted by Vendor.

WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of _____, 2017.

(Company Name)	KENDALL COUNTY, ILLINOIS
BY:	BY:
NAME:	NAME: Scott Gryder
TITLE:	TITLE: Kendall County Board Chairman

**** The contents of the proposal submitted by the successful Vendor(s) and this RFP (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded. The "AGREEMENT & GENERAL TERMS & CONDITIONS " must be agreed to by each Proposer and incorporated into any final contract/agreements. ****

ATTACHMENT A SCOPE OF SERVICE

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Vendor is to supervise or provide a competent foreman to supervise all of the work involved and directly communicate with KCFM.

The vendor shall have at their immediate disposal and dedicate a minimum of four vehicles with 8.5' plow and a skid steer loader with blade to perform service at several locations simultaneously or in the event of mechanical breakdown.

PLOWING

Plowing operations to clear the entire location shall begin immediately following a snowstorm, which has accumulated 2" or more of precipitation and after normal business hours. All locations shall be cleared of snow prior to 7:30 a.m. during normal business days. These operations shall be billed at the rate as described under Attachment C, Per Push or on a monthly basis as shown in attachment C if accepted..

In the event a snowfall occurs immediately prior to 7:30 a.m. during normal business days the Vendor shall make every reasonable attempt to clear the main driveways and then parking stalls until 7:30 a.m. When a snowfall occurs during normal business hours the Vendor shall plow all main driveways and maintain those areas until the snowfall has stopped or the facilities have closed for the business day. These services shall be invoiced per hour according to Attachment C, Equipment Costs.

Plowing of the sidewalk areas designated on Attachment D shall be performed using a skid steer loader with a blade. All snow shall be pushed to the parking lot area and removed with accumulation from the parking lot areas. Care shall be taken to not damage surrounding turf and curbs. Salting of these areas shall be performed by KCFM. Unless directed to perform by the KCFM Director.

Drainage areas and sidewalk approaches must be kept free from snow stockpiles. Snow stockpiles must not hinder views for turning vehicles by city street corners or interiors of the parking lots.

All loss or damage arising out of the nature of the work performed by Vendor including, but not limited to any damage caused to Vendor's equipment during the performance of said work shall be sustained at Vendor's expense. Vendor shall also be held responsible for any and all damage caused by Vendor in the performance of services under this Agreement. Any damage caused by Vendor to the County's parking lots, islands, sidewalks, buildings, and/or other County property may be repaired by the County, in its sole discretion, and either deducted from the payment owed to the Vendor or will be billed to Vendor.

Options

- 1) Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00.
- 2) Snow fence along main drive (Contractors discretion as to locations).
- 3) Island Marking/Staking (Contractors Discretion as to locations marked)
- 4) All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti-slip additive.
- 5) Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances.
- 6) Seasonal Pricing Option
 - a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on November 15th)
 - i. Season #1 (2017/2018)- \$ Fill in on Attachment C
 - ii. Season #2 (2018/2019)- \$ Fill in on Attachment C
 - iii. Season #3 (2019/2020)- \$ Fill in on Attachment C

NORMAL BUSINESS HOURS

LOCATION	BUSINESS HOURS	NOTES
Public Safety Center 806 John Street	Open 24/7, including holidays	This facility must be maintained 24 hours per day, seven days per week at 2" or more accumulation. ***Plowing of the impound lot will be performed at the end of all plowing operations. Access to this area shall be provided by the Sheriff's Office and may constitute some "idle" time. ****
Courthouse 807 John Street	7:30 a.m. – 7:00 p.m. M 7:30 a.m. – 4:30 p.m. T - F Closed weekends & holidays	
Office Building 111 W. Fox Street	7:30 a.m. – 10:00 p.m. M - F Closed weekends & holidays	
Animal Control Center 802 John Street	9:00 a.m. – 7:00 p.m. M - F 9:00 a.m. – 3:00 p.m. Sa Closed Sunday & holidays	
Annex Building 105 W. Fox Street	7:30 a.m. – 4:30 p.m. M - F Closed weekends & holidays	
Historic Courthouse 109 W. Ridge Street	7:30 a.m. – 10:30 p.m. M - F Weekends & Holidays As Requested	
Facilities Management 804 John Street	7:30 a.m. – 4:30 p.m. M - F Closed weekends & holidays	
Health Department 811 John Street	7:30 a.m. – 9:00 p.m. T - TH 7:30 a.m. – 4:30 p.m. M - F Weekends & Holidays As Requested	

SALTING

Salting shall occur when one of the following conditions occur:

- During a freezing rain
- Immediately following plowing operations
- Snowfall is less than 1" but precipitation covers the asphalt
- Freezing Rain Conditions
- As directed by the KCFM Director

MEASUREMENT OF ACCUMULATION

To determine the amount of accumulation that has fallen, the Vendor shall measure snowfall before plowing operations begin using a tape measure or wooden ruler. The Vendor shall choose a location(s) to measure that is undisturbed and is free of drifting or piled snow. The measurement location for 111 W. Fox Street, 105 W. Fox Street and 109 W. Ridge Street shall be performed in the 111 W. Fox Street, north parking lot. The measurement for 811 W. John Street, 807 W. John Street, 806 W. John Street, 804 W. John Street and 802 W. John Street shall be performed in the 807 W. John Street parking lot.

RESPONSE TIME

During normal business hours at all locations and service requests for the Public Safety Center the Vendor shall respond within thirty minutes upon receipt of call.

COMMUNICATION

The Vendor shall provide a telephone number in which KCFM can request service 24 hours per day, 7 days per week, including holidays. The Vendor shall also contact KCFM immediately in the event services cannot be completed as this Agreement has outlined.

SUBCONTRACTING

The Vendor shall comply with Paragraph 11 of the General Terms & Conditions and in the event a subcontractor is assigned, the Vendor shall submit to KCFM the company name, contact person's name, address, and telephone prior to performing work under this contract. Additionally the Vendor shall be responsible and ensure all subcontractors compliance with Paragraph 3 of the General Terms & Conditions. The Vendor shall assume all responsibility for the subcontractors performance under this agreement.

PRE-SEASON MEETING

Prior to the first snowfall the Vendor shall meet with KCFM to review the requirements of the contract and other logistics of the services being performed. The meeting shall consist of reviewing all properties for damage already incurred to curbs, storm drains, and landscaping; placement of snow piles and plowing patterns; contact names and telephone numbers; and invoicing procedures.

**ATTACHMENT B
PLACES OF SERVICE**

Services performed under this agreement shall be at the following locations:

Public Safety Center
806 W. John Street
Yorkville, IL 60560

Courthouse
807 W. John Street
Yorkville, IL 60560

Animal Control Center
802 W. John Street
Yorkville, IL 60560

Facilities Management/Coroner's
804 W. John Street
Yorkville, IL 60560

Office Building
111 W. Fox Street
Yorkville, IL 60560

Annex Building
105 W. Fox Street
Yorkville, IL 60560

Historic Courthouse
109 W. Ridge Street
Yorkville, IL 60560

Health Department
811 W. John Street
Yorkville, IL 60560

John St.
Government Center Campus
Yorkville, IL 60560

Ridge St.
Fox Street Campus
Yorkville, IL 60560

**ATTACHMENT C
FEES & REIMBURSEMENTS**

Vendor shall submit *an original invoice to KCFM on a weekly basis for previous work performed from Saturday – Friday of each week*. Payment of invoices shall occur prior to the last day of the month. Each location shall be individually listed on the invoice with a sub-total for each location. See attached example.

Year 1 – 2017 - 2018

Per Push	1" - 3"	3" - 5"	5" - 7"	7" - 9"	9" - 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$
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Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$

Tractor-Trailer Dump Truck	\$
<i>LIST OTHER EQUIPMENT (Below)</i>	\$
	\$
	\$
	\$
	\$

Options

- 1) Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$ _____
- 2) Snow fence along main drive (Contractors discretion as to locations). \$ _____
- 3) Island Marking/Staking (Contractors Discretion as to locations marked) \$ _____
- 4) All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti slip additive. \$ _____
- 5) Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances.
\$ _____
- 6) Seasonal Pricing Option
 - a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th)
 - i. Season #1 (2017/2018)- \$ _____

Year 2 – 2018 - 2019

Per Push	1" - 3"	3" - 5"	5" - 7"	7" - 9"	9" - 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$
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Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$
Tractor-Trailer Dump Truck	\$
LIST OTHER EQUIPMENT (Below)	\$
	\$
	\$
	\$
	\$

Options

- 1) Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$ _____
- 2) Snow fence along main drive (Contractors discretion as to locations). \$ _____
- 3) Island Marking/Staking (Contractors Discretion as to locations marked) \$ _____
- 4) All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti slip additive. \$ _____
- 5) Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances.
\$ _____
- 6) Seasonal Pricing Option
 - a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th)
 - i. Season #2 (2018/2019)- \$ _____

Year 3 – 2019 - 2020

Per Push	1" - 3"	3" - 5"	5" - 7"	7" - 9"	9" - 11"
Public Safety Center 806 W. John Street	\$	\$	\$	\$	\$
Courthouse 807 W. John Street	\$	\$	\$	\$	\$
Office Building 111 W. Fox Street	\$	\$	\$	\$	\$
Animal Control 802 W. John Street	\$	\$	\$	\$	\$
Annex Building 105 W. Fox Street	\$	\$	\$	\$	\$
Historic Courthouse 109 W. Ridge Street	\$	\$	\$	\$	\$
Facilities Management/Coroners 804 W. John Street	\$	\$	\$	\$	\$
Health Department 811 W. John Street	\$	\$	\$	\$	\$
John St. Yorkville, IL	\$	\$	\$	\$	\$
Ridge St. Yorkville, IL	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

Salting per Ton	\$
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Equipment Description	Cost per hour
Laborer (Shoveling, Snow Blowing, or Salt Spreading)	\$
Truck with 8.5' blade or smaller	\$
Truck with 12' blade to 8.5' blade	\$
Skid steer Loader with blade or bucket	\$
Rubber Tire Loader with blade or bucket	\$
Single Axle Dump Truck	\$
Double Axle Dump Truck	\$
Tractor-Trailer Dump Truck	\$
LIST OTHER EQUIPMENT (Below)	\$
	\$
	\$
	\$
	\$

Options

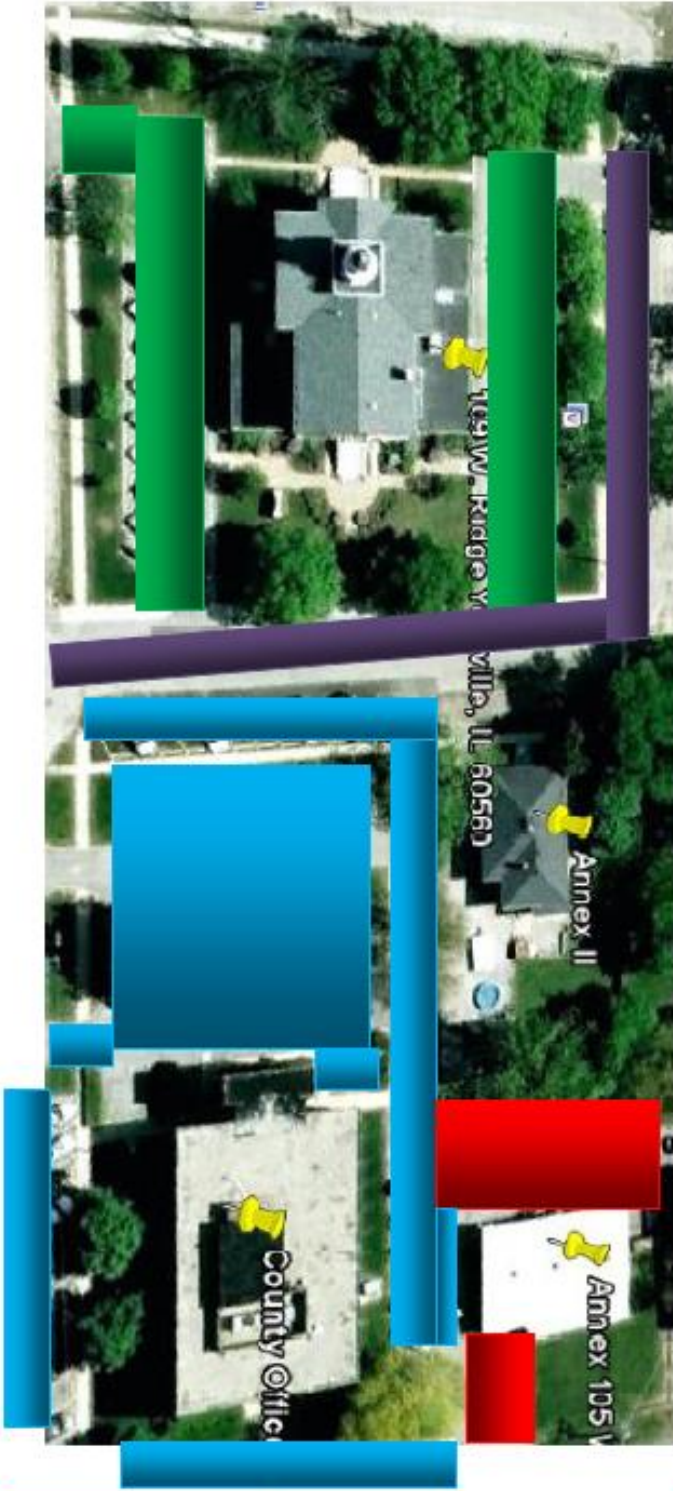
- 1) Include an optional cost to clear and salt sidewalks. This price should be given in a square foot amount. Example – Clear snow & Ice and salt 5 square feet \$5.00. \$ _____
- 2) Snow fence along main drive (Contractors discretion as to locations). \$ _____
- 3) Island Marking/Staking (Contractors Discretion as to locations marked) \$ _____
- 4) All concrete slab surfaces to be sealed (Med Cure, or similar), Decorative slabs to receive high solid acrylic sealer with anti slip additive. \$ _____
- 5) Clearing of sidewalk snow and salting of the Historic Courthouse sidewalks, stairs and entrances. \$ _____
- 6) Seasonal Pricing Option
 - a. Total Cost for Seasonal Pricing option: (Total to be paid in 5 or 6 payments beginning on December 15th)
 - i. Season #3 (2019/2020)- \$ _____

INVOICE EXAMPLE

Week Ending 12/15/17

LOCATION	DATE	RATE	TOTAL
Public Safety Center			
Push Entire Lot 3" – 5"	12/09/00	\$150	\$150.00
Plow traffic lanes 8' blade 1:00 p.m. 3:30 p.m	12/09/00	\$40/hour	\$100.00
Spread ½ ton salt	12/09/00	\$125/ton	\$62.50
Push entire lot 1" – 3"	12/12/00	\$100	\$100.00
Spread ½ ton salt	12/12/00	\$125/ton	\$62.50
<i>Sub-Total Public Safety Center</i>			\$475.00
Courthouse			
Push Entire Lot 3" – 5"	12/09/00	\$175	\$175.00
Plow traffic lanes 8' blade 1:00 p.m. 3:30 p.m	12/09/00	\$40/hour	\$100.00
Spread 1 ton salt	12/09/00	\$125/ton	\$125.00
Push entire lot 1" – 3"	12/12/00	\$125	\$125.00
Spread 1 ton salt	12/12/00	\$125/ton	\$125.00
<i>Sub-Total Courthouse</i>			\$650.00
TOTAL WEEK ENDING 12/15/00			\$1,125.00

ATTACHMENT D
SITE DATA



Kendall County
Fox St. Campus



Office Building

Historic Courthouse



Annex

Ridge St.

