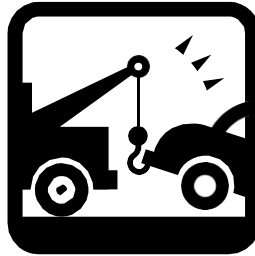


VILLAGE OF POPLAR GROVE
REQUEST FOR PROPOSALS (RFP)

Abandoned Vehicle Towing Services



DUE DATE: _____, 2026 at 10:00 a.m.

Submission Deadline:

MONTH 2026

10:00 a.m.

Village Hall
Village of Poplar Grove
200 Hill Street
Poplar Grove, IL 61065

REQUEST FOR PROPOSAL

REMOVAL & STORAGE OF ABANDONED VEHICLES

The Village of Poplar Grove is seeking qualified tow operators to provide towing and disposal services of abandoned and/or inoperable vehicles including vehicles improperly parked during periods of snow emergency in the Village of Poplar Grove.

The Village of Poplar Grove intends to award a contract to a tow operator or operators that meet our qualification criteria to provide towing and disposal services of abandoned and/or inoperative vehicles, or parts thereof. The successful tow operator or operators will be required to enter into a contract with the Village for the services requested in this Request For Proposal (RFP) within a reasonable time after award. Tow operator(s) submitting a proposal must be prepared to utilize the Village's standard contract form. A model contract is attached as Exhibit "A" to this RFP. The Village intends to award a contract substantially in the form of the model contract to the selected tow operator or operators.

SCOPE OF SERVICES

1. PREMISES: CAPACITY & SECURITY

- a) The Contractor's principal office of business must be located no more than five (5) miles beyond the corporate limits of the Village of Poplar Grove.
- b) The Contractor's storage site and point of reclamation of vehicles towed must be located no more than five (5) miles beyond the corporate limits of the Village of Poplar Grove.
- c) The Contractor's storage site for vehicles towed under this contract shall comply with all Village zoning regulations, if applicable, or Village zoning regulations, if applicable, and including, but not limited to regulations for outdoor storage and industrial-zoned districts.
- d) The Contractor shall, for the duration of the contract, maintain the land as set forth in the contract's proposal for the proper storage of towed vehicles and in accordance with any ordinances and laws.
- e) The Contractor must have the capacity to store a minimum of 50 vehicles on the premises.
- f) Inspections may be performed by the Village to ascertain that recordkeeping, facilities, and equipment are in accordance with the requirements and intentions of the specifications. Upon request by the Village, tow operator(s) shall allow inspections during normal business hours.

- g) The Contractor shall provide full and complete security on the premises at all times by the employment of adequate personnel or procedures to ensure security twenty-four (24) hours a day, seven (7) days a week, hereunder for the prevention of theft and vandalism.
- h) Access to the premises shall be limited by means of fencing, acceptable to the Village. Fences should be in compliance with Village and/or Village Ordinances. All entrances and fences should have locks.

2. EQUIPMENT

- a) The Contractor shall, at all times hereunder, have at least two (2) drivers and two (2) available operable vehicles capable of towing all passenger automobiles and small trucks and vans up to 16,000 lbs. GVW.
- b) The Contractor shall, at all times hereunder, have at least one (1) Class B – medium duty truck with a gross vehicle weight rating of at least 26,000 lbs.
- c) The Contractor shall, at all times hereunder, have at least one (1) Class C - heavy duty truck with a gross vehicle weight rating of at least 48,000 lbs.
- d) The Contractor shall, at all times hereunder, have at least one (1) Class D - super heavy duty truck with a gross vehicle weight rating of at least 52,000 lbs.
- e) The Contractor shall, at all times hereunder, have at least four (2) flatbed trucks with 10,000 lb. capacity.
- f) The Contractor shall, at all times hereunder, operate, maintain and make available adequate equipment to tow with a dolly.
- g) All vehicles used by the Contractor shall comply with the Illinois Vehicle Code, Chapter 625 ILCS 5/4-203, as amended, to properly remove vehicles from the scene of an abandonment in a professional manner and within a reasonable time span, considering time of day, day of week, and traffic and weather conditions.
- h) The complete name and address of the company painted on both sides of the truck in letters not less than two (2) inches in height and the width of the brush stroke one-half inch. Magnetic signs are prohibited.
- i) Proper equipment on the truck and any other equipment required by law.
- j) Proof of insurance. Insurance will be required if the contract is awarded to the contractor.
- k) All towing equipment operated by the towing firm must display current valid Illinois registration as required by the ILCS, Chapter 625, Section 5/3-413, 5/3-707, and 5/5-202.

- l) The towing firm's equipment must be capable of towing vehicles in a safe manner. No vehicles will be towed with a rope, cable or chain. This does not prohibit winching a vehicle from a ditch or other unusual circumstances.
- m) The towing firm must have the necessary equipment to "float" automobiles.
- n) All trucks will be equipped with either a cellular telephone or a two-way radio on a commercial frequency for the sole purpose of communicating with the towing company's base station and will be appropriately licensed by the FCC.
- o) Adequate storage and security against pilferage and damage of vehicle and items in vehicle must be provided by the towing firm.
- p) Storage must be convenient to those seeking to retrieve their vehicle. No additional charge will be assessed to vehicle owners for vehicle release or for moving vehicles to a convenient location on the Contractor's property for release.
- q) All trucks will be equipped with items necessary to allow for cleaning debris from accident scenes.

3. TOWING & STORAGE

- a) The Contractor shall provide a detailed list of charges for the towing and storage of all vehicles. There shall be no charge for up to two (2) towed vehicles subsequently held by the Village for other official purposes.

4. PERFORMANCE

- a) The Contractor shall remove all vehicles to its premises as directed by the Village. The Contractor shall safely store such vehicles, at no charge to the Village, until the Village obtains necessary documentation so as to allow the Contractor to sell or otherwise dispose of the vehicles.
- b) The Contractor shall maintain and provide sufficient equipment, personnel, and services for 24 hours, 365 days a year for Village of Poplar Grove operations. The service level of requirement is a 30-minute response time, under normal road and traffic conditions.

- c) The Contractor shall, upon request by the Village, operate both vehicles outlined in (2)(a) during emergency snow removal operations on a twenty-four (24) hour basis until the snow removal operation is complete.
- d) The Contractor shall not remove any parts, nor sell, nor wreck, nor dispose of any vehicle until the Village has given written direction to the Contractor.
- e) The Contractor shall, without any additional charge, remove all glass and debris deposited on street located at the tow site; no clean-up fees.
- f) The Contractor shall submit an annual report to the Village detailing services delivered during the 12-month period.
- g) The Contractor shall prepare, process, execute, and send all paperwork necessary in accordance with State laws for the towed vehicles, including abandoned/junked vehicles, under supervision of the Public Works Department.
- h) The towing firm agrees to maintain communication with the Public Works Department. The trucks will have two-way mobile communication devices installed or drivers will have cellular phones provided by the towing firm. Telephone numbers will be provided to the Public Works Department for continuous contact.
- i) Upon receiving a call for service, an appropriate vehicle must be dispatched. Handling of other business is prohibited while en route to a Village service call.
- j) When contacted for a call for service, the firm must provide the Public Works Department with a reasonable estimated time of arrival, considering the time of day, day of week, traffic, weather, and driving conditions.
- k) The firm must maintain a separate log of all personal property that they temporarily remove from towed vehicles for safekeeping. This information may be subject to periodic review by the Village. The security of any removed item(s) must be provided for by the towing firm.
- l) Firms will release personal property that is not subject to a lien under the Illinois Vehicle Code to the legal owner prior to payment of any accrued charges, provided the property is contained within the vehicle and is not part of the vehicle itself. The release of personal property will only be allowed with prior approval of the Village.
- m) No vehicle will be released to anyone unless he or she can prove legal ownership and the vehicle is eligible for release according to the Vehicle Tow and Inventory Control Report.

- n) The applicant towing firm will provide the name, address, date of birth and driver's license number of each principal, and each employee of the firm who will be involved in the towing operation as operators of either trucks or storage facilities.
- o) All drivers, whether they are driving for the contractor or a sub for the contractor have to have a fingerprint check, paid for by the vendor, along with a valid Driver's License. This documentation must be submitted to Village prior to a driver participating as part of this contract. It is the responsibility of the contractor to ensure that this requirement is met. Driver's without a valid driver's license cannot be a part of this contract. Additionally, the Village of Poplar Grove has the ability to deny the use of certain drivers' because of the results of their background check.
- p) Principals and employees of the firm may be subjected to a background investigation by the Village prior to the firm being approved for participation in the program. Information regarding all NEW principals and employees of the firm that occur during the course of this contract must be provided to the Village at the time of the person's hire or at the time a new principal becomes part of the company.

5. RELEASE AND PAYMENT FOR TOWED AND STORED VEHICLES

- a) Vehicles towed and stored pursuant to this contract shall be released by the contractor upon presentation by the person legally entitled to such vehicle of a proper written release from the Village.
- b) The Contractor shall charge the person legally entitled to the vehicle an amount not to exceed the rates set forth in the proposal for any towing or storage done under this agreement. Tows with dolly or during emergency snow removal situations shall be charged at the same rate as all other tows. *In no event shall the Village be responsible for any payment to the Contractor.*
- c) Vehicles will not be released until the vehicle owner has paid the administrative fee (if any) directly to the Village of Poplar Grove and the towing and storage fees directly to the Tow Company.
- d) Fees due to the Contractor shall be added to the price bid at any authorized public auction for any vehicle towed or stored under this agreement. Proceeds from such authorized public sale, less such fees shall be immediately paid to the Village.

6. RECLAMATION HOURS

The Contractor shall have personnel at the storage site between 8 a.m. and 5 p.m. Monday through Friday for purpose of permitting any person whose vehicle has been towed to the storage site under this contract to reclaim that vehicle; or provide a means by which any person whose vehicle has been towed to the storage site under this contract may reclaim that vehicle within one (1) hour of that person's arrival at the storage site during regular business hours. The firm's regular business hours will be posted conspicuously in its business office, on the firm's website and listed on the voice mail message on the general phone line for the company.

7. TERM OF CONTRACT

This contract shall be in full force and effect **beginning _____ and ending on _____ unless** terminated by the Village pursuant to Section 21 hereof. However, the terms herein shall be applicable to all Village-towed vehicles in the Contractor's possession after , pursuant to this contract, and Contractor's Performance Security shall remain at the Village's disposal until no such vehicles are in the Contractor's possession.

8. CHOICE OF LAW AND VENUE

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. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Boone County, Seventeenth Judicial Circuit, State of Illinois. Any mandatory arbitration (binding or otherwise) or mediation clause in the Master Agreement is hereby stricken.

9. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws and regulations, including those which become effective during the term of this contract.

10. 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 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 cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

11. INDEPENDENT CONTRACTOR RELATIONSHIP

It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with the Village of Poplar Grove. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that the Village of Poplar Grove is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents under this Agreement. Contractor hereby agrees to defend, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from the Village, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor its officers, employees and/or agents may sustain while performing services under the Master Agreement.

Nothing contained in this Agreement, nor any act of the Village or Contractor pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village of Poplar Grove and Contractor.

12. INSURANCE

Towing firms are responsible for keeping up to date insurance information on file with the Village of Poplar Grove. Certificates of Insurance and endorsements to policies naming the Village as additional insured shall be updated prior to expiration of previous documents on file. The Village reserves the right to withhold payments to towing firms in the event of material non-compliance with the insurance requirements outlined below.

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Village before commencing performance or within ten (10) days after the execution of the contract, which ever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) Comprehensive General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iv. Coverage is to be written on an "occurrence" basis.
- v. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.
- vi. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

- i. Bodily Injury:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
- ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers Compensation Insurance. In case employees engaged

in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- (d) Comprehensive Automobile Liability:
 - i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.
 - ii. Limits:
 - Combined Single Limit \$1,000,000.00
- (e) Umbrella:
 - i. Limits:
 - Aggregate \$1,000,000.00
 - ii. Cover all claims arising out of the Contractor's operations or premises, Subcontractor's operations or premises, anyone directly or indirectly employed by the Contractor or Subcontractor, and the Contractor's obligations under indemnifications under this Contract.
- (f) The Village of Poplar Grove and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the Village of Poplar Grove insured, including the provision of legal representation in the defense of claims asserted against the Village of Poplar Grove.
- (g) The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

13. INDEMNIFICATION

The Contractor shall defend and indemnify the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents, or its subcontractor(s). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

14. CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

15. SALVAGE FEE

After attempting to notify the titled owner as per the State of Illinois Statute 625 ILCS 5/4 208-209 to reclaim a towed vehicle, the Village of Poplar Grove shall designate such vehicles as salvage, and subject to destruction by the Contractor. A Salvage Fee in any amount deemed reasonable and so proposed, shall be paid to the Village by the Contractor, upon receipt of invoice.

16. CONTRACTOR AWARD

The Village of Poplar Grove reserves the right to assign an award to one or more Contractors, as it may deemed in the best interest of the Village.

17. REPORTS

A sample report that will be provided to the Village of Poplar Grove must accompany this proposal. Please note how often these reports will be provided to the Village and how they will be reported (hard copy or electronic).

The records provided should list the color, year of manufacture, manufacturer's trade name, manufacturer's series name, body style, vehicle identification number, license plate year and number, registration sticker year and number displayed on the vehicle, the date and hour of the towing, location towed from, location towed to, reason for towing, and the name of the Village officer authorizing the tow.

If the contractor offers additional services, like Online Vehicle Lookup – This is a service that allows citizens to lookup their vehicle location, charges associated with the vehicles, and instructions on how to redeem. Please note that information in the proposal package also.

18. SELECTION PROCESS

The selection committee shall include the Village President with consultation by the Public Works Director. The criteria for selecting the contractor recommended for selection by the President and Village Board of Trustees is provided below:

- a) Reputation and Experience. Does the contractor have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the contractor have sufficient experience in the kind of work required?
- b) Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- c) Understanding of the Problem. Does the firm understand the issues and has it developed a relevant and effective approach?
- d) Proximity of the Firm. The Village reserves the right to accept a proposal based on the location of the firm's principal offices and vehicle storage and reclamation location. This includes the right to reject an economically superior proposal in favor of a proposal submitted by a company located within or nearer to the Village of Poplar Grove.
- e) Financial Stability of the Firm. Does the firm have financial strength and stability?
- f) Cost. Is the cost reasonable for the proposed task, and is the cost within the budget for this project?

Selection will consist of two levels of review. Level I will consist of evaluating the proposals for the purpose of establishing the most qualified contractors. Level II will be used to select the finalist(s).

This level may include a request for a presentation from the finalists, proposal fact-finding and negotiation of contract terms and conditions.

19. INTENT OF THE RFP DOCUMENTS

The RFP Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the RFP Documents is to include in the contract price the cost of all materials, equipment, bonds, transportation, labor and all other expenses as may be necessary for the complete performance of the contract according to the RFP Documents.

In interpreting the RFP Documents, words describing materials or words which have a well-known technical or trade meaning, unless otherwise specifically defined in the RFP Documents, shall be construed in accordance with such well known meaning recognized by the trade.

20. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail or apparent omission from it as a detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail.

21. NO USE OF THE VILLAGE'S NAME

The Contractor is specifically denied the right of using in any form or medium the name of the Village of Poplar Grove for public advertising unless express written permission is granted by the Village.

22. DEFAULT

The Contract, in whole or in part, may be terminated by the Village by sending written notice of default to the Contractor upon non-performance or violation of any contract term. The defaulting contractor shall pay to the Village the costs of substituted performance in excess of the defaulted contract prices; provided, that the Contractor shall continue the performance of his contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

23. SUBMITTAL INFORMATION AND VILLAGE CONTACT PERSON:

Submit one signed, unbound original proposal and four (4) complete copies of the submittal by 10:00 a.m. on _____, 2026 in a sealed envelope to:

Village of Poplar Grove
200 Hill Street
Poplar Grove, Illinois 61065
Tel: (815) 765-3201
Fax: (815) 765-3571

Sealed proposals are to be marked clearly on the outside of the package with the RFP number, name of project, date and time of the RFP opening, name, address and phone number of the proposing firm and acknowledgement of all addenda if any.

Please note: Attachment A is an example of a Professional Services Agreement that will be executed between the contractor and the Village of Poplar Grove upon award of the contract. This does not need to be part of the proposal as this is an example. Attachment B are the Affidavits that MUST be filled out and sent in with the proposal.

The below named individual will serve as the Village’s contact person for this project in regards to the specific questions about the contract, RFP, award or other details. Do not contact other Village personnel regarding this project or the selection procedures. All inquiries are to be made in writing via email only within 5 days of the Proposal Submittal date and time. Therefore, no questions will be accepted after _____, 2026 at 4:30 p.m.

**CONTACT
INFORMATION**

Questions will be answered in the form of an addendum and posted on the Village’s website no later than _____, 2026 at 4:30 p.m.

24. FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) (“FOIA”) request within two (2) days after Village issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney’s and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor’s, actual or alleged violation of the FOIA or Contractor’s failure to furnish all documentation related to a request within two (2) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor’s request to utilize a lawful exemption to the Village.

25. VILLAGE NOTICES

All proposing firms responding to this RFP should note the following:

- a) All work performed for Village of Poplar Grove, including all documents associated with the project, shall become the exclusive property of the Village.
- b) Village of Poplar Grove reserves the right to:
 - i. Reject any or all submittals;
 - ii. Request clarification of any submitted information;
 - iii. Waive any informalities or irregularities in any qualification statement;
 - iv. Not enter into any agreement;
 - v. Not to select any firm;
 - vi. Cancel this process at any time;
 - vii. Amend this process at any time;
 - viii. Interview firms prior to award;
 - ix. Negotiate with companies submitting proposals;
 - x. To award more than one contract if it is in the best interest of the Village;
 - xi. To issue similar RFPs in the future; or
 - xii. To request additional information during the interview.
- c) The selected firm(s) are expected to perform and complete the project in its entirety.

- d) Any and all costs arising from this RFP process incurred by any proposing firm shall be borne by the firm without reimbursement by Village of Poplar Grove.

Mandatory Content and Sequence of Submittal

Please respond to the questions below. Include attachments as necessary, and label them as directed to facilitate Village's review of your proposal.

1. Ownership Information:

Name of Legal Owners(s)

Structure of Business: Sole Proprietorship Corporation

Other _____

Legal Name of Business:

Tow operator(s)'s Federal Tax ID No.:

How long have legal owner(s) owned business: _____ Years _____ Months

Do owners participate in the day-to-day running of the business Yes No

If No, Please explain level of involvement

2. **Contact Information** for person authorized to make representations for the tow operator(s), and sign any subsequent contract on behalf of the tow operator(s). If there is more than one person, please include that information in an attachment labeled "Contact Information."

Name: _____

Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

3. **Subcontractors:** Do your tow operator(s) use subcontractors? Yes No
If yes, please supply as an attachment, a list of subcontractors with their business names, addresses, phone numbers and contact persons. Label attachment “Subcontractors.”
4. **Financial Interest:** Is this towing operator directly involved in the towing-related business of any other operator within the Village of Poplar Grove? Yes No
If yes, please explain:

Is this towing business directly involved in any recycling/salvage scrap-metal business?

Yes No

If yes, please explain:

Disposal of Vehicles: Do you receive payment for scrapping vehicles?
 Yes No

Please disclose in an attachment labeled, “Disposal of Vehicles”, the name and addresses of businesses you have utilized in the past 24 months to dispose of junked vehicles. NOTE: On-site inspection of the facilities listed may be performed by the Village.

5. Tow Operator Business Office Information:

Company Name: _____

Street Address: _____

Mailing Address: _____

Telephone No (1): _____

Telephone No. (2): _____

Fax Number: _____

Email Address: _____

Business Office Days/Hours of operation: _____

If the office is closed for lunch, please indicate that time: _____

(Shall not be less than 8-5, Monday through Friday, except for the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and the day following, and Christmas Day)

6. **Primary Storage Facility Information:** (Normally at the same location as the business address. If not at the same location, there shall be no charge for any additional distance traveled to and from a secondary location. The vehicle and/or personal property shall be released at the primary storage facility or place of business upon request of the registered owner or a person having a legal entitlement to the vehicle and/or property.)

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____

Fax Number: _____

Vehicle Capacity: _____

Zoning: _____

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or permit
Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain:

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

Do other tow companies utilize this space? Yes No

Secondary Storage Facility Information

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone No: _____

Fax Number: _____

Vehicle Capacity: _____

Zoning: _____

Hours of Operation: _____

Check if the use of the property as a storage facility is permitted by zoning and/or Use additional paper if necessary, attach and label it "Storage Facility Permitted".

Please explain:

Is this facility owned or on a month-to-month rental or leased. If leased, when does the lease expire? _____.

- Tow Truck Drivers:*** All drivers shall be at least 18 years of age and shall possess the proper class license and endorsements for operating a towing vehicle and towing vehicles. Please attach additional sheet with information if you have additional employees who you propose to work under this contract, label it "Tow Truck Drivers".

List the following information regarding the Principal(s) and Employees involved in towing and storage of abandoned vehicles. All information is to be PRINTED LEGIBLY.

Principal Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

Employee Name: _____
Address: _____
Date of Birth: _____
Illinois Driver's License #: _____

ALL INFORMATION MUST BE PRINTED LEGIBLY

I do hereby certify that all of the information above is correct.

_____ AUTHORIZED SIGNER

_____ COMPANY NAME

_____ DATE

(if you have more information, please attach an additional sheet and label it "Tow Truck Driver")

8. **Annual Random Drug Testing Program:** Please attach information, and label it “Annual Random Drug Testing Program”, on how this program is conducted, including procedures followed when test come back positive.
9. **Tow Trucks:** Tow operator(s) shall maintain a sufficient number of tow trucks to conduct business and meet response times. Sufficient numbers of tow trucks shall be required by the Village of Poplar Grove based on tow operator(s) volume of business they are bidding on.

Please provide the following information relative to tow trucks. If you have more equipment than can be listed here, please list additional vehicles on an attachment labeled, “Tow Truck Classifications”.

<u>Quantity</u>	<u>Year</u>	<u>Mileage</u>	<u>Class</u>				<u>Carrier</u>	<u>Capacity in Number of Vehicles</u>
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		
			<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C	<input type="checkbox"/> D		

10. **Current Rates:** Please provide your rates below. Include and itemize any other rates your company proposes to charge and attach that information to the proposal also. If there are no additional rates, then the ones below will be all that is able to be charged during the duration of the contract. Please provide this information on an attachment labeled “Rates” along with any other additional rates that your company proposes to charge, if any. See “Rates” sheet below.

<i>Service</i>	<i>Charge</i>

VILLAGE OF
POPLAR
GROVE
TOWING RATES

RFP NO. _____

The undersigned agrees to furnish Towing & Storage service in accordance with the Specifications & Conditions as outlined in this RFP for the cost of _____ per towed vehicle and Storage cost of _____ per day.

The undersigned agrees to furnish Towing & Storage service for all vehicles over eight (8) tons in accordance with the Specifications & Conditions as outlined in this Contract for the cost of _____ per towed vehicle and Storage cost of _____) per day.

The undersigned agrees to pay a Salvage Fee of _____, for each Towed and Stored vehicle later designated by the Village, as salvage.

The undersigned agrees to pay proceeds from any authorized public auction, less Contractor fees, to the Village of Poplar Grove.

This Contract, for Towing and Storage of Abandoned Vehicles, will be effective from _____ through _____.

The undersigned acknowledges receipt of Addenda Nos. _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

TELEPHONE NO: _____ FAX: _____

AUTHORIZED REPRESENTATIVE _____ (printed)

SIGNATURE: _____

DATE: _____ TITLE: _____

E-MAIL ADDRESS: _____

Proposed Rates: Prices and cash discounts are to be firm. However, in the case of an announced price decrease, such decrease shall be passed on to the Village. In the event of a price decline or if the Contractor contracts with another government entity for the same service at lower prices than offered herein, with terms and conditions being equal, then Contractor shall immediately extend those same lower prices to the Village.

Response Time: Please indicate your maximum response time for towing of abandoned vehicles after receiving a call from the Village.

Tow Maximum Response Times: _____(approximately)

The Village reserves the right to make multiple awards and/or purchase subject services on the open market if necessary, to provide for timely removal of vehicles in the event that any awarded Contractor(s) fails to perform within the required time. The Village reserves the right to authorize a time extension to Contractor(s) for vehicle removal and disposal services.

Disciplinary Action: Please disclose any disciplinary actions taken against the tow operator(s) by any entities in the last twelve months.

For any violation, please provide a detailed explanation of the violation(s) length of suspension/termination, and corrective action taken to resolve cause of violation. Please label the attachment as “Disciplinary Action.”

Contractor Capabilities: Please attach on separate sheets titled “Contractor Capabilities”, information describing the Background and Experience of the tow operator including company background and structure, and demonstrated experience providing similar services. Be sure to include the number of similar municipalities has your company serviced over the last five (5) years. Additionally, include a separate customer list, including contact name, telephone number and email address, of municipalities (similar in size and application) serviced by your office.

Attachment A: Agreement for Professional Services

(For bidder reference, this is the sample professional services agreement that the Village of Poplar Grove uses for agreements of this nature.)

THIS AGREEMENT, MADE AS OF THIS ___ day of _____ by and between the Village of Poplar Grove, Illinois, an Illinois Municipal Corporation, (hereinafter called the "Village") and _____ (hereinafter called the "Contractor"), is an AGREEMENT for the _____

NOW, THEREFORE, the Village and the Contractor in consideration of the mutual covenants hereinafter set forth agree as follows:

SECTION 1 - SERVICES OF THE CONTRACTOR

- 1.1 The Contractor agrees to perform professional services in connection with the Project as hereinafter stated.
- 1.2 The contractor will serve as the Village's professional representative in those phases of the Project to which this Agreement applies and will give consultation to the Village during the performance of his services.
- 1.3 The Project scope of work is defined in the above RFP.
- 1.4 The Contractor will agree to use the best professional judgment in the course of the work. Deviations from RFP and other standards shall be called to the attention of the Village's representative.

SECTION 2 - THE VILLAGE'S RESPONSIBILITIES

The Village will:

- 2.1 Provide full information as to the requirements for the Project.
- 2.2 Designate in writing a person to act as the Village's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define the Village's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.
- 2.3 Guarantee access to and make all provisions for the Contractor to enter upon public lands as required for the Contractor to perform his work under this Agreement.
- 2.4 Examine all studies, reports and other documents presented by the Contractor and shall render decisions pertaining thereto so as not to delay the work of the Contractor.
- 2.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

SECTION 3 – INSURANCE

10.1 Insurance Requirements

At the Contractor's expense, the Contractor shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits. The Contractor shall furnish Certificates of Insurance to the Village before commencing performance or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A VI, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance as "Should any of the above described policies be canceled before the expiration date, the issuing company will mail 15 days written notice to the certificate holder named to the left". If requested, the Contractor will give the Village a copy of the insurance policies. The policies must be delivered to the Village within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law.

(a) Comprehensive General Liability:

- i. Coverage to include Premise/Operations, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$2,000,000.00
Products/Completed Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Personal Injury	\$1,000,000.00
- iii. Exclusions relating to the Explosion, Collapse and Underground hazards shall be deleted.
- iii. Coverage is to be written on an "occurrence" basis.
- iv. Products/Completed Operations coverage is to remain in force for a period of two (2) years after the completion of the project.

- v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.

(b) Owners & Contractors Protection:

- i. Bodily Injury:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

- ii. Property Damage:

Annual Aggregate	\$1,000,000.00
Each Occurrence	\$1,000,000.00

(c) Workers Compensation:

Shall be in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees at the site of the project. In case employees engaged in hazardous work under this contract at the site of the project are not protected under Workers Compensation statute, the Contractor shall provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(d) Comprehensive Automobile Liability:

- i. Coverage to include all Owned, Hired, Non-owned vehicles, and/or trailers and other equipment required to be licensed.

- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(e) Umbrella:

- i. Limits:

Aggregate	\$1,000,000.00
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- v. Cover all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor, and the Contractor's obligations under indemnifications under this Contract.

- vi. The Contractor understands and agrees that any bond or insurance required by this contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

3.2 INDEMNIFICATION:

The Contractor shall defend and indemnify the Village, its officers, employees, and its agents from any and all claims, suits, actions, costs, and fees of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, neglect, or misconduct of the Contractor, its employees and agents. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

3.3 CERCLA INDEMNIFICATION:

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

SECTION 4 - SUCCESSORS AND ASSIGNS

The Village and the Contractor each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the Village nor the Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Village and the Contractor.

SECTION 5 - TIME OF COMPLETION

The Contractor shall commence work within 14 calendar days of receipt of the signed proposal from the Village of Poplar Grove.

SECTION 6 – NONDISCRIMINATION

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or be subjected to discrimination in receipt of the benefit of any services of activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the agreement by the Village.

SECTION 7 - MODIFICATION OR AMENDMENT

This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. The Contractor agree that no representations or warranties shall be binding upon the Village unless expressed in writing herein or in a duly executed amendment hereof, or Change Order as herein provided.

SECTION 8 – RECORDS: AVAILABILITY AND RETENTION

The Contractor agrees that the Village, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, et., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.

SECTION 9 – MERGER AND MODIFICATION

- 9.1 It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are presumed to be incorporated or attached and are deemed to be part of this Agreement. Where the incorporated terms differ with the terms of this Agreement, the terms of this Agreement shall control
- 9.2 Any material alteration, modification, or variation shall be reduced to writing as an amendment and signed by the parties.

SECTION 10 – DATA PRIVACY/DATA OWNERSHIP

- 10.1 No data may be released by the Contractor to a third party without the express consent of the Village's representative as indicated below - this includes any media relations.
- 10.2 Ownership of all data prepared for or by the Village whether having commercial value or not shall remain with the Village.

SECTION 11 – DEFAULT AND CANCELLATION

- 11.1 If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default. Unless the Provider's default is excused by the Village, the Village may, upon written notice to the Contractor's representative listed herein, cancel this Agreement in its entirety as indicated below.
- 11.2 The Village reserves the right to cancel the contract for documented nonperformance if the Contractor fails to provide a satisfactory level of service or other cause(s) which results in Village of Poplar Grove dissatisfaction.

SECTION 12 – SUBCONTRACTING AND ASSIGNMENT

- 12.1 Contractor shall not enter into any subcontract for the performance of any services contemplated under this Agreement without the written consent of the Village of Poplar Grove.
- 12.2 No party may assign or transfer any rights or obligations under this Agreement without the written consent of the Village of Poplar Grove.

SECTION 13 - SECTION HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 14 - APPLICABLE LAW

This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of State of Illinois.

IN WITNESS WHEREOF, the undersigned have placed their hands and seals upon and executed this Agreement in triplicate as though each copy hereof were an original and that there are no other oral agreements that have not been reduced to writing in this statement.

<Vendor>: _____
DATE _____

THE VILLAGE OF POPLAR GROVE
BY: _____
DATE: _____

ATTEST: _____
Kari Miller, Village Clerk

DATE: _____

Attachment B: Affidavit

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

Section 1.

Business Status of Bidder

BIDDER/APPLICANT:

Name

Principal place of business

Address

City, State, Zip Code

The Bidder is a:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Other (please explain: _____)

Please complete applicable section on pages 31 and 32.

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is: _____

Name

Address

City, State, Zip

The officers of the corporation are:

President

Administrative Assistant

Vice President

Treasurer

The Corporation is authorized to do business in the State of Illinois.

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name

Address

The registered office of the Limited Liability Company in Illinois is:

Address

City, State, Zip

The managers and members of the Limited Liability Company are:

Name

Name

Address

Address

City, State

City, State

The LLC is authorized to do business in the State of Illinois.

Sole Proprietorship

The address of the sole proprietor is:

Address

City, State

The sole proprietor transacts business in Illinois under the following assumed names:

BID RIGGING AND BID ROTATING

Section 2. That in connection with this solicitation for bids/proposals:

The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

The bid is genuine and not collusive or sham;

The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

All statements contained in such bid are true;

No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2(a).

NON-COLLUSION

No officer or employee of the Village of Poplar Grove has a direct or indirect pecuniary interest in this bid.

No officer or employee of the Village of Poplar Grove has disclosed to the bidder any information related to the terms of a sealed bid.

No officer or employee of the Village of Poplar Grove has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.

Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the Village of Poplar Grove.

This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 4. The undersigned will publish a statement:

- a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;
- b) Specifying the actions that will be taken against employees for violations of this prohibition;
- c) Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Poplar Grove, the employees will:
- d) Abide by the terms of the statement; and
- e) Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.
- f) Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - g) The dangers of drug abuse in the workplace;
 - h) The aforementioned company's policy of maintaining a drug free workplace;
 - i) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - j) The penalties that may be imposed upon employees for drug violations.
- k) Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the Village of Poplar Grove and to post the statement in a prominent place in the workplace;
- l) Notifying the Village of Poplar Grove within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- m) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

- n) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- o) Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.
- p) Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 5. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- a) Take appropriate personnel action against such employee up to and including termination; or
- b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 6. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the Village of Poplar Grove because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 7. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 10. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 11. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore ineligible for future contracts or

subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.

- g) That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 12. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 13. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 14. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 15. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of its establishments, or permit its employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 16. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the American with Disabilities Act.

Signed by: _____
[name]

[title]

Subscribed and Sworn to before me this _____ day of _____, 20__.

By: _____
Notary Public

-seal-

