

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2013-0091

Innoprise Contract #: C13-0042

Year: 2013-15

Amount:

Department: Parks - Frank Stec

Contract Type: Services

Contractors Name: Service Sanitation, Inc.

Contract Description: Rental and Service of Portable toilets 2013-15, including Special Events

MAYOR
Daniel J. McLaughlin
VILLAGE CLERK
David P. Maher

14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100

www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

April 19, 2013

Mr. Keith Kay
Service Sanitation, Inc.
135 Blaine Street
Gary, Indiana 46406

RE: *NOTICE TO PROCEED*
Rental and Service of Portable Toilets 2013-15

Dear Mr. Kay:

This notification is to inform you that the Village of Orland Park has received all necessary contracts and insurance documents in order for work to commence on the above stated project as of April 15, 2013.

Please contact Frank Stec at 708-403-6139 to arrange the commencement of the work.

The Village will be processing a Purchase Order for this contract/service and it will be faxed to your company. It is imperative that this number on the Purchase Order be noted on all invoices, correspondence, etc. All invoices should be sent directly to the Accounts Payable Department at 14700 S. Ravinia Ave. Orland Park, IL 60462. Also, your final invoice for this contract/service should state that it is the final invoice pertaining to that Purchase Order.

For your records, I have enclosed one (1) original executed contract dated March 27, 2013 in an amount not to exceed proposed unit pricing. If you have any questions, please call me at 708-403-6173.

Sincerely,

Denise Domalewski
Contract Administrator

Encl:
CC: Frank Stec

MAYOR
Daniel J. McLaughlin

VILLAGE CLERK
David P. Maher
14700 S. Ravinia Ave.
Orland Park, IL 60462
(708) 403-6100
www.orland-park.il.us



VILLAGE HALL

TRUSTEES
Kathleen M. Fenton
Brad S. O'Halloran
James V. Dodge
Edward G. Schussler III
Patricia A. Gira
Carole Griffin Ruzich

April 3, 2013

Mr. Keith Kay
Service Sanitation, Inc.
135 Blaine Street
Gary, Indiana 46406

NOTICE OF AWARD – Rental & Service of Portable Toilets 2013-15

Dear Mr. Kay:

This notification is to inform you that on March 18, 2013, the Village of Orland Park Board of Trustees approved awarding Service Sanitation, Inc. the contract in accordance with the bid you submitted dated January 31, 2013, for Rental & Service of Portable Toilets 2013-15.

It is my understanding that delivery of the units has already begun. Please respond to this request as soon as possible.

1. I am enclosing the Contract for Rental & Service of Portable Toilets. Please sign two (2) copies and return them both directly to me. I will obtain signatures to fully execute the Contract and one original executed Contract will be returned to you.
2. Please submit a Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation. This requirement is only necessary if the information is different than the certificate that was submitted with the bid.

Please deliver this information directly to me, Denise Domalewski, Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You will be issued an official *Notice to Proceed* letter once the contract is fully executed. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orland-park.il.us.

Sincerely,

Contract Administrator

cc: Frank Stec

VILLAGE OF ORLAND PARK
Rental and Service of Portable Toilets 2013-15
(Contract for Services)

This Contract is made this **27th day of March, 2013** by and between The Village of Orland Park (hereinafter referred to as the "VILLAGE") and Service Sanitation, Inc. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the VILLAGE and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS, the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Request for Proposals

The Instructions to Proposers

This Contract

The Terms and Conditions

The Proposal dated January 31, 2013 as it is responsive to the VILLAGE'S RFP requirements

All Certifications required by the Village

Certificates of insurance

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Rental and Service of Portable Toilets for use by the Village of Orland Park throughout the year. The Portable Toilets must be completely set-up, serviced, ready for operation and delivered to various locations throughout the Village of Orland Park

Location of portable toilets and service dates *(The number of units and dates may vary slightly according to our needs):*

Park	Address	Dates
Brentwood Park	Pine Street	04/02 to 11/09
Brown Park	Woburn & Westwood Dr.	04/02 to 09/30
Cachey Park	157th & Parkway	04/02 to 11/09
Cachey Park	Wheeler Drive	04/02 to 09/30
Centennial Park	Fun Drive by soccer fields (5 units)	04/02 to 11/16
Centennial Park	Fun Drive by soccer fields (2 handicap units by fields 8 & 9 and 6 & 7)	04/02 to 11/16
Centennial Park Ice rink	Warming House - handicap unit	11/16 to 03/10
Discovery Park	Brookhill & Springbrook	04/02 to 11/09
Doogan Park	Park Lane	04/02 to 11/16
Eagle Ridge I	Eagle Ridge Drive (2 units)	04/02 to 11/09
Eagle Ridge II	Wolf Road	04/02 to 11/09
Eagle Ridge III	Pentagon & Rachel Lane	04/02 to 09/30
Helen Park	Helen Lane	04/02 to 11/09
Heritage Park	Concord Drive	04/02 to 11/09
Ishnala Woods Park	80th Avenue	04/02 to 09/30
Marley Creek Park	Marley Creek & Autumn Ridge	04/02 to 09/30
Public Works	Ravinia Avenue (2 units)	year round
Schussler Park	Poplar Road (3 units)	04/02 to 11/09
Veterans Park	Wheeler Drive (3 units)	04/02 to 09/30
Village Square Park	Windsor Drive	04/02 to 09/30

(hereinafter referred to as the “WORK”) and the VILLAGE agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described services:

	Monthly Cost Per Unit *		
	<u>2013</u>	<u>2014</u>	<u>2015</u>
Standard Monthly	\$60.00	\$60.00	\$62.00
Handicapped Monthly	\$95.00	\$95.00	\$97.00
Add'l Cleaning per event	\$15.00	\$15.00	\$16.00

*Monthly Cost per Unit for weekly cleaning includes delivery, pick-up, disposal and damage waiver

Optional Additional Services

Throughout the year, the Village holds special events for which portable toilets may be necessary. The Village shall make arrangements per event with Contractor.

- Units must be cleaned before event starts each day
- Cost per unit includes delivery, pick-up, disposal and damage waiver
- Units will be on site for 1-5 days depending on event

	Cost per Unit per Event		
	<u>2013</u>	<u>2014</u>	<u>2015</u>
<u>1 Day Event</u>			
per Standard unit	\$55.00	\$55.00	\$57.00
per Handicapped unit	\$95.00	\$95.00	\$97.00
<u>2 Day Event</u>			
per Standard unit	\$70.00	\$70.00	\$72.00
per Handicapped unit	\$107.00	\$107.00	\$110.00
<u>3 Day Event</u>			
per Standard unit	\$85.00	\$85.00	\$87.00
per Handicapped unit	\$122.00	\$122.00	\$125.00
<u>4 Day Event</u>			
per Standard unit	\$100.00	\$100.00	\$102.00
per Handicapped unit	\$134.00	\$134.00	\$136.00
<u>5 Day Event</u>			
per Standard unit	\$115.00	\$115.00	\$117.00
per Handicapped unit	\$146.00	\$146.00	\$149.00

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the VILLAGE.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution and continue expeditiously until December 31, 2013 with the option to renew on for each of two (2) successive years (2014 and 2015) unless the Village notifies the Contractor in writing at least thirty (30) days before said anniversary date that it does not wish to renew the contract. This contract may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The VILLAGE, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the VILLAGE, its trustees, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its trustees, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the Village and any other indemnified party. The Village or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the Village or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the Village or other indemnified party in connection therewith.

The indemnification obligation under this paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the benefit of Subcontractor or any indemnities under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. The Subcontractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act court interpretations or otherwise.

Execution of this Contract by the VILLAGE is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: CONTRACTOR agrees to comply with all federal, state and local laws, ordinances, statutes, rules and regulations including but not limited to the Illinois Human Rights Act as follows: CONTRACTOR hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the CONTRACTOR and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires. The CONTRACTOR shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. CONTRACTOR and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. CONTRACTOR and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract.

The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the VILLAGE prior to commencement of the WORK.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the VILLAGE:

Denise Domalewski, Contract Administrator
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6173
Facsimile: 708-403-9212
e-mail: ddomalewski@orland-park.il.us

To the CONTRACTOR:

Keith Kay
Service Sanitation, Inc
135 Blaine Street
Gary, Indiana 46406
Telephone: 800-909-5646
Facsimile: 219-949-1008
e-mail: keith@servicesanitation.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Village residents or Village employees in a respectful manner. At the request of the Village Manager or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the VILLAGE to make payments to third parties or make promises or representations to third parties on behalf of the VILLAGE without prior written approval of the Village Manager or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: FREEDOM OF INFORMATION ACT COMPLIANCE: The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010. This amendment adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Orland Park has contracted. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information.

The undersigned acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Orland Park for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Orland Park within two (2) business days of the request being made by the Village of Orland Park. The undersigned agrees to indemnify and hold harmless the Village of Orland Park from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or

relating to its failure to provide the public records to the Village of Orland Park under this agreement.

SECTION 12: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be Cook County, Illinois.

SECTION 13: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

SECTION 14: COUNTERPARTS: This Contract may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument. This Contract shall become effective on the date first shown herein and upon execution by duly authorized agents of the parties.

FOR: THE VILLAGE

By: _____

Print Name: Paul G. Grimes
Village Manager

Its: _____

Date: 4/17/13

FOR: THE CONTRACTOR

By: _____

Print Name: Keith Kay

Its: Senior Account Manager

Date: 4/3/13

PROPOSAL SUMMARY SHEET

Rental and Service of Portable Toilets

Project Name

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Service Sanitation, Inc.
Street Address: 135 Blaine Street
City, State, Zip: Gary, IN 46406
Contact Name: Keith Kay
Phone: 800-909-5646 Fax: 219-949-1008
E-Mail address: Keith@ServiceSanitation.com
FEIN#: [REDACTED]

Monthly Cost per Unit for weekly cleaning

- Includes Delivery, Pick Up, Disposal, & Damage Waiver

	2013	2014	2015
Standard Monthly	\$ <u>60</u>	\$ <u>60</u>	\$ <u>62</u>
Handicapped Monthly	\$ <u>95</u>	\$ <u>95</u>	\$ <u>97</u>
Additional Cleaning (per event if needed)	\$ <u>15</u>	\$ <u>15</u>	\$ <u>16</u>

Optional Additional Units for Special Events:

Cost per Unit

- Units must be cleaned before event starts each day.
- Includes Delivery, Pick Up, Disposal, & Damage Waiver
- Units will be on site for 1-5 days depending on event
- 1-25 Standard Units
- 1-10 Handicapped Units

Provide the price of each toilet per day (for 1-25 standard portable toilets and/or 1-10 ADA handicap portable toilets) for a special event at various locations.

	2013	2014	2015
1-Day Event			
(Price per unit per day)			
Per Standard Unit	\$ <u>55</u>	\$ <u>55</u>	\$ <u>57</u>
Per Handicapped Unit	\$ <u>95</u>	\$ <u>95</u>	\$ <u>97</u>
2-Day Event			
(Price per unit per day)			
Per Standard Unit	\$ <u>70</u>	\$ <u>70</u>	\$ <u>72</u>
Per Handicapped Unit	\$ <u>107</u>	\$ <u>107</u>	\$ <u>110</u>
3-Day Event			
(Price per unit per day)			
Per Standard Unit	\$ <u>85</u>	\$ <u>85</u>	\$ <u>87</u>
Per Handicapped Unit	\$ <u>122</u>	\$ <u>122</u>	\$ <u>125</u>
4-Day Event			
(Price per unit per day)			
Per Standard Unit	\$ <u>100</u>	\$ <u>100</u>	\$ <u>102</u>
Per Handicapped Unit	\$ <u>134</u>	\$ <u>134</u>	\$ <u>136</u>
5-Day Event			
(Price per unit per day)			
Per Standard Unit	\$ <u>115</u>	\$ <u>115</u>	\$ <u>117</u>
Per Handicapped Unit	\$ <u>146</u>	\$ <u>146</u>	\$ <u>149</u>

Signature of Authorized Signee: _____

Title: Senior Account Manager

Date: 11/31/13

ACCEPTANCE: This proposal is valid for 60 calendar days from the date of submittal.
(Note: At least 60 days should be allowed for evaluation and approval)

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed to this proposal.

_____ Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners. Provide percent of ownership and a copy of partnership agreement.

X Corporation: State of incorporation: ILLINOIS
Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois.

In submitting this proposal, it is understood that the Village of Orland Park reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

In compliance with your Request for Proposals, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined.

Service Sanitation, Inc. (Corporate Seal)
Business Name

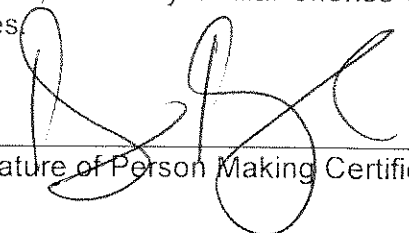
[Signature] Keith Kay
Signature Print or type name

Senior Account Manager 11/31/13
Title Date

CERTIFICATION OF ELIGIBILITY
TO ENTER INTO PUBLIC CONTRACTS

IMPORTANT: THIS CERTIFICATION MUST BE EXECUTED.

I, Keith Kay, being first duly sworn certify
and say that I am Senior Account Manager
(insert "sole owner," "partner," "president," or other proper title)
of Service Sanitation, Inc., the Prime
Contractor submitting this proposal, and that the Prime Contractor is not barred from
contracting with any unit of state or local government as a result of a violation of either Section
33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "bid-rigging" or "bid-
rotating" of any state or of the United States

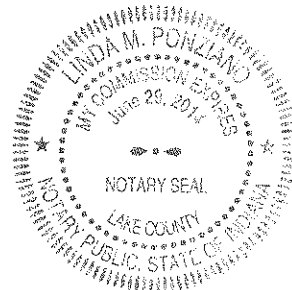


Signature of Person Making Certification

Subscribed and Sworn To
Before Me This 31st Day
of January, 2013



Notary Public



SEXUAL HARASSMENT POLICY

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"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 (of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:

...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

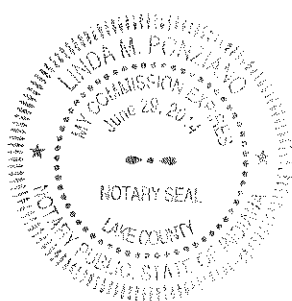
Keith KSY, having submitted a proposal for
Service Sanitation, Inc. (Name of Contractor) for
Rental and Service of Portable Toilets (General Description of Work Proposed on) to
the Village of Orland Park, hereby certifies that said contractor has a written sexual
harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

By: _____

Authorized Agent of Contractor

Subscribed and Sworn To
Before Me This 31st Day
of January, 2013

Linda M. Porziano
Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. 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 II. 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 non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement 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 Agreement, 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 Agreement, 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, or 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 Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract.

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 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 Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and 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 this Agreement 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 Agreement, the Vendor 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 Vendor 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.

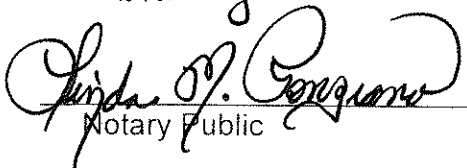
Section III. For the purposes of subsection G of Section II, "subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Vendor and any person under which any portion of the Vendor's obligations under one or more public contracts is performed, undertaken or assumed; 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 Vendor or other organization and its customers.

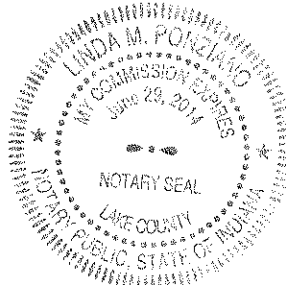
ACKNOWLEDGED AND AGREED TO:

BY: Keith Kay 

DATE: 1/31/13

Subscribed and Sworn To
Before Me This 31st Day
of January, 2013


Notary Public



TAX CERTIFICATION

I, Keith Kay, having been first duly sworn
depose and state as follows:

I, Keith Kay, am the duly
authorized

agent for Service Sanitation, Inc., which
has

submitted a proposal to the Village of Orland Park for

Rental and Service of Portable Toilets and I hereby certify
(Name of Project)

that Service Sanitation, Inc. is not

delinquent in the payment of any tax administered by the Illinois
Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance
with procedures established by the appropriate Revenue Act; or

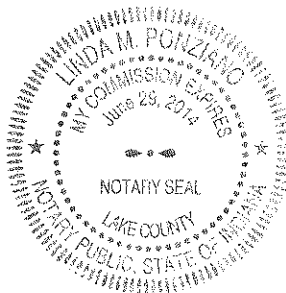
b. it has entered into an agreement with the Department of Revenue for
payment of all taxes due and is currently in compliance with that
agreement.

By: [Signature]

Title: Service Account Manager

Subscribed and Sworn To
Before Me This 31st Day
of January, 2013

[Signature]
Notary Public



REFERENCES

(Please Print or Type)

ORGANIZATION

Tinley Park Park District

ADDRESS

8125 W 171st Street

CITY, STATE, ZIP

Tinley Park, IL 60477

PHONE NUMBER

708-342-4261

CONTACT PERSON

Ryan Veilman / Kevin Lotzer

DATE OF PROJECT

11/7/12 to present

ORGANIZATION

OAK Forest Park District

ADDRESS

15601 S. Central

CITY, STATE, ZIP

OAK Forest, IL 60452

PHONE NUMBER

708-687-7270

CONTACT PERSON

Cindy Gannon

DATE OF PROJECT

2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012

ORGANIZATION

Plainfield Park District

ADDRESS

23729 W. Ottawa

CITY, STATE, ZIP

Plainfield, IL 60544

PHONE NUMBER

815-436-8812

CONTACT PERSON

Andy Dunfee

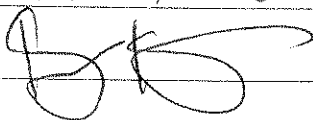
DATE OF PROJECT

2009, 2010, 2011, 2012

Proposer's Name & Title:

Keith Kay Senior Account Manager

Signature and Date:



11/31/13

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident

\$500,000 – Policy Limit

\$500,000 – Each Employee

Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit

Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence

\$2,000,000 – General Aggregate Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence

\$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation

Any insurance policies providing the coverages required of the Contractor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

The bidder agrees that if they are the selected contractor, within ten days after the date of notice of the award of the contract and prior to the commencement of any work, you will furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park. Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the selected bidder and the bid will be awarded to the next lowest bidder or result in creation of a new bid.

ACCEPTED & AGREED THIS 31st DAY OF JANUARY, 2013

Signature

Printed Name & Title

Kent Kay - Senior Account Manager

Authorized to execute agreements for:

Name of Company

Service Sanitation, Inc.



CERTIFICATE OF LIABILITY INSURANCE

HOMEW-1

OP ID: RM

DATE (MM/DD/YYYY)

01/24/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RBN & Associates, Inc.
303 East Wacker Dr Suite 1130
Chicago, IL 60601
Ron Cowell

Phone: 312-856-9400

Fax: 312-856-9425

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lexington Insurance Company

19437

INSURER B: Hartford Fire Insurance Co.

19682

INSURER C: Hartford Ins Co of the Midwest

37478

INSURER D: Interstate Fire & Casualty

INSURER E:

INSURER F:

INSURED Service Sanitation, Inc.
135 Blaine Street
Gary, IN 46406

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	X	X	EG66841367	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			83CSES11201	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTIONS 0			PFX 000-3199-6358	09/01/2012	09/01/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X 83WNS11200	09/01/2012	09/01/2013	☒ WC STATUTORY LIMITS E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Village of Orland Park, and their respective officers, trustees, directors, employees and agents are named as Additional Insureds with respect to General Liability as required by written contract on a primary and non contributory basis. A Waiver of Subrogation applies to the General Liability and Workers Compensation as per written contract.

CERTIFICATE HOLDER

ORLAPRK

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD

INSURED'S NAME Service Sanitation, Inc.

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OP ID: RM

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DATE 01/24/13

NAMED INSURED INCLUDES: Service Sanitation, Inc.; DBA: Batavia Can
Company; Best Sanitation Services; Commodes to Go; Service Batavia Can;
Services Commodes to Go; Tidy John, Inc. - Active in IL and IN