

JOLIET PUBLIC SCHOOLS DISTRICT 86

INVITATION TO BID – GARBAGE DISPOSAL SERVICES

Joliet Public Schools District 86 is receiving sealed bids for GARBAGE DISPOSAL SERVICES. Sealed bids are due Tuesday, April 30, 2024 at 10:00 a.m. CDT at which time they will be publicly opened and read aloud. Bids are to be submitted to:

Joliet Public Schools District 86
Attention: Tamara L. Mitchell, SFO
JFK Administration Center
420 N. Raynor Ave.
Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: “BID ENCLOSED, GARBAGE DISPOSAL SERVICES”.

The name and address of the bidder must be clearly printed on the outside of the envelope.

Bid packages may be obtained from the District website, www.joliet86.org or at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 during normal business hours.

The bid opening will take place at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 at the time stated above. You are invited to be present if you so desire.

District 86 looks forward to your participation in this bid.

Sincerely,

Tamara L. Mitchell

Tamara L. Mitchell, SFO
Assistant Superintendent for Business and Financial Services/CSBO

Joliet Public Schools District 86 may be referred to in these documents as “District 86” or “District.”

I. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

1.1. BID DOCUMENTS

The Bid Documents include the Invitation to Bid, Legal Advertisement Notice, Bid Proposal Page/ Proposal Form, Requirements for Bidding and Instructions to Bidders, Standard Terms and Conditions, Special Conditions (if any), Scope of Work and Specifications, Plans and Drawings (if any), Insurance Certificates, and all other exhibits attached hereto and any and all Clarifications and Addenda issued by the District. Upon the award and execution of a contract or purchase order pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

Attached Exhibits:

EXHIBIT A: Bid Proposal Form (2 pages)

EXHIBIT B: Statement of Ethics Certification (1 page)

EXHIBIT C: Certification regarding Sexual Harassment Policy (1 page)

EXHIBIT D: Certificate of Eligibility to Bid, (1 page)

EXHIBIT E: Certificate of Compliance with Illinois Drug-Free Workplace Act (1 page)

1.2. PROPOSAL FORMS

Bids shall be submitted only on the forms provided. The bidder shall retain one (1) copy for his files and submit one (1) copy signed and in a sealed envelope marked “GARBAGE DISPOSAL SERVICES.” Telephonic, electronic or faxed bids will not be accepted.

1.3. QUALIFIED BIDDERS

Bidders must have a minimum of five (5) years of experience in garbage disposal services with at least three (3) contracts of similar scope of work. Bidder shall supply list of the three contract references. Bidders must have the personnel, facilities, equipment, financial resources, and time to perform the services required under this contract.

1.4. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

1.5. CONDITIONAL BIDS

Qualified bids are subject to rejection in whole or in part.

1.6. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

1.7. ERRORS IN BIDS

When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Erasures or changes in bids must be initialed.

1.8. QUESTIONS REGARDING SPECIFICATIONS

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by Paul DuFresne, Director of Facilities and Building Support Services, 524 Munroe St., Joliet, IL 60436 no later than April 23, 2024, five business days prior to the bid opening. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

1.9. ADDENDA

Addenda in connection with the bidding of this work/supplies/equipment may be issued by the School District by public posting at the Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435 and by transmission via electronic mail, regular mail and/or facsimile to those interested bidders who have requested notice of addenda in writing addressed to:

Joliet Public Schools District 86
Attention: Tamara L. Mitchell
JFK Administration Center
420 N. Raynor Ave.
Joliet, IL 60435
Email : tmitchell@joliet86.org

Addenda will not be issued after April 25, 2024. It is the responsibility of the bidder to determine whether addenda have been issued by the School District. Lack of knowledge of addenda will not be grounds for a bidder to withdraw a bid after the bid opening or to fail to enter into the contract after the award of the bid.

1.10. EXAMINATION OF THE BID DOCUMENTS AND WORK SITE

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite,

Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

1.11. TAXES INCLUDED IN BID PRICES

Materials purchased by Joliet Public Schools District 86 are not subject to the Federal Excise Tax. Materials purchased by Joliet Public Schools District 86 are not subject to the State of Illinois Sales Tax.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by Joliet Public Schools District 86.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

1.12. BID PRICES MUST INCORPORATE ALL COSTS

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

1.13. COMPLETION OF THE BID DOCUMENTS

All information required by the Invitation to Bid must be supplied to constitute a proper bid. Each Bidder must complete all of the forms, including Exhibits. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the District.

The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the District that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the District, the Contract Documents.

1.14. AUTHORIZED DEALER/DISTRIBUTOR

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such

as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the District, whose decision will be binding

1.15. SUBMISSION OF BIDS

1.15.1 Date, Time, and Place

Bids are to be delivered to the Business Office, J.F.K. Administrative Building, 420 N. Raynor Ave., Joliet, Illinois 60435 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the District to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Business Office.

Bids must be dropped off in the Business Office during regular business hours: 8:00 am to 4:30 pm, Monday through Friday, excluding Holidays of the District.

1.15.2 Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. All envelopes containing Bids must be marked "BID ENCLOSED, GARBAGE DISPOSAL SERVICES" and must have the Bidder's name and address stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

1.15.3 Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Business Office before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other District offices, will not be accepted. The District is under no obligation to ensure that misdirected Bids are delivered to the Business Office prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

1.15.4 Trade Secrets - Freedom of Information

Consistent with the District's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the District as part of

this solicitation, and any information or documentation presented to District as part of negotiation of a contract or other agreement may be made publicly as required by law.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the District are subject to the Freedom of Information Act. The District will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information act or valid subpoena. Bidder agrees not to pursue any cause of action against the District with regard to disclosure of information.

1.16. WITHDRAWAL OF BIDS

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Business Office. Bidders must make their own arrangements for the return of their Bids.

1.17. BID OPENING

Bids will be opened and read publicly in the Business Office immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Business Office to determination the lowest responsive and responsible bidder and whether a contract will be awarded.

1.18. EFFECTIVE TERM OF BID

Unless a Bid is expressly rejected by the District, all Bids will remain in effect for sixty (60) days subsequent to the Bid opening. The District may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids.

1.19. EVALUATION OF BIDS

1.19.1 Base Bid and Alternate Bids

Bids will be evaluated based on the Total Bid Price for garbage disposal services as listed in the Bid Proposal Form. Alternates, if any, may be awarded individually or awarded to the successful Base bidder.

1.19.2 Determination of Responsiveness

The District will review Bids to determine whether they conform to the requirements of the Bid Documents.

1.19.3 Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

1.19.4 Mathematical Calculations

The District reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

1.20. REJECTION OF BIDS AND WAIVER OF INFORMALITIES

The District, in its sole discretion and authority, may determine that it is in the best interest of the District to reject any or all Bids submitted in response to any Invitation for Bids. The District, in its sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

1.21. CONSIDERATION OF BIDS

The District reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the District will be served by such action.

1.22. AWARD OF CONTRACT OR REJECTION OF BIDS

The contract will be awarded to the lowest responsible bidder complying with all the provisions of the Invitation, provided that in the judgment of the District, the bid price is

acceptable and in the best interests of the District. The District reserves the right to reject any or all bids received whenever such rejection is in the interest of the District.

The Contract consists of the Bid Documents. Upon the award of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

1.23. NOTICE OF AWARD

The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase and residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

II. STANDARD TERMS AND CONDITIONS

2.1. SEVERABILITY

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

2.2. ENTIRE CONTRACT

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

2.3 ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other

person, firm or corporation without the previous written consent of the District, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the Contract. The Contractor must notify the District, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the District's discretion.

2.4 SUBCONTRACTING

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the District; but in no case will such consent relieve the Contractor from its obligations or change the terms of the Contract. The Contractor must notify the District of the names of all Subcontractors to be used and shall not employ any that the District has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on District contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the District is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the District; any substitution of a Subcontractor without the prior written consent of the District is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the District, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from District, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for District approval.

2.5. GOVERNING LAW AND JURISDICTION

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. In State court, venue shall be in the County of Will. If in Federal Court, the Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of Federal courts located within the County of Cook, State of Illinois.

2.6. INDEPENDENT CONTRACTOR

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the District. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

2.7. AMENDMENTS

Following Contract award, no change, amendment, or modification of the Contract Documents, or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the District, unless specifically allowed for by the Contract Documents.

2.8. INDEMNITY

Contractor must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the District's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

At the District's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them (including, but not limited to, court costs and reasonable attorneys' fees and disbursements), but the District has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the District, if the settlement requires any action on the part of the District.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the District are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.9. INSURANCE TO BE PROVIDED

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

2.9.1. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 for each accident, illness or disease.

2.9.2. COMMERCIAL GENERAL LIABILITY (PRIMARY AND UMBRELLA)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. The District is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain insurance with the same limits of liability with the same terms herein.

2.9.3. AUTOMOBILE LIABILITY (PRIMARY AND UMBRELLA)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The District is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

2.9.4. UMBRELLA COVERAGE

Umbrella excess liability coverage with limits of not less than \$5,000,000. The District is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

2.9.5. ADDITIONAL REQUIREMENTS

The Contractor must furnish to Assistant Superintendent for Business and Financial Services/CSBO, Joliet Public Schools District 86, 420 N. Raynor Ave. Joliet, IL 60435, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the District that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the District to obtain certificates or other insurance evidence from Contractor is not a waiver by the District of any requirements for the Contractor to obtain and maintain the specified coverages.

The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the District retains the right to stop work and/or payment until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60-days prior written notice to be given to the District in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the District, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the District do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

2.10. ADDITIONAL INSURED

Successful bidder must provide certificate of insurance adding Joliet Public School District 86 as an additional named insured on a primary noncontributory basis, with waiver of subrogation.

Limits of liability to be no less than:

General Liability 2,000,000 per occurrence

Commercial Auto	2,000,000 per occurrence
Workers Compensation	1,000,000
Umbrella Liability	5,000,000

2.11. COMPLIANCE WITH ALL LAWS

2.11.1. GENERAL

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders in effect now or later and as amended whether or not they appear in the Contract Documents, including, but not limited to, all Federal, State and local laws and regulations pertaining to wages and hours of employment all personnel employed by the Contractor.

Provisions required by law, ordinances, rules, and regulations to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and pay for and obtain all permits, licenses, certificates, fees and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

2.11.2 COLLUSIVE BIDDING

The Contractor certifies that its bid is made without any previous understanding, agreement or connection with any person, firm, corporation, or other entity making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. Contractor will sign Exhibit B.

2.11.3 NON-DISCRIMINATION – SEXUAL HARASSMENT POLICY

No Contractor who is the recipient of the District's funds or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, national origin, or any other protected category under federal, state, or local law, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The Contractor and all subcontractors employed under the contract shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-10). Further, Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy. Contractor shall sign Exhibit C.

2.11.4 COMPLIANCE WITH ENVIRONMENTAL LAWS

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

2.11.5 CERTIFICATION OF ELIGIBILITY TO BID

In compliance with Section 33E-1 et seq. of the Illinois Criminal Code, Contractor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois nor has Contractor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Contractor been so convicted nor made such an admission. Contractor shall sign Exhibit D.

2.11.6 COMPLIANCE WITH THE DRUG FREE WORKPLACE ACT

Contractor, having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and Contractor further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act. Contractor shall sign Exhibit E.

2.12. RESERVED

2.13. RESERVED

2.14. SATISFACTORY COMPLIANCE WITH SPECIFICATION

The submission of a bid by the Contractor will be construed as an indication that they are fully informed as to the extent and character of the supplies, materials, or equipment required and can furnish the same satisfactorily in compliance with the specifications.

2.15. RESPONSIBILITY FOR HAZARD CLEAN UP

It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak, or other means of contamination caused by the actions of the bidder.

2.16. SAFETY REQUIREMENTS

2.16.1. The contractor and all persons and subcontractors employed by him will comply with all applicable OSHA regulations.

2.16.2. Work areas shall remain broom clean and free from obstruction.

2.17. WARRANTY

2.17.1 The Contractor shall warrant that the new equipment, material and workmanship is free from any defect for a period of one year from the date of final acceptance or the date of beneficial occupancy by the Owner, whichever comes first, unless the equipment manufacturer's warranty extends beyond one year.

2.17.2 Extended manufacturer's warranties shall clearly state the start date of the extended warranty, the length of the extended warranty, and detailed information as to exactly what is covered by the extended warranty.

2.17.3. The Contractor will respond without delay when notified of any such defect in equipment, material, or workmanship, and shall correct the defect as quickly as possible.

2.18. NOTICE TO PROCEED:

The District will issue a Notice to proceed to the Contractor after receipt of the required insurance certificate, schedule, and other pertinent items. The Contractor shall not commence any work at the job site until the Notice to Proceed has been issued and the school principals have been notified in advance of the commencement of work.

2.19. CANCELLATION

In the event that the Contractor at any time fails to comply with any of the terms or conditions set forth in this agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform, the District shall give ten (10) days' notice in writing to the Contractor. If the Contractor does not remedy such failures within ten (10) days from the receipt of such notice the agreement may be terminated.

Furthermore, if the District must contract the service of others because of failure of the Contractor to provide such services under this contract, the Contractor shall assume all costs incurred by the District.

2.20. SCHEDULE

2.20.1 All work described in this document shall be completed as quickly as possible after issuance of the Notice to Proceed.

2.20.2 The contractor shall submit a written schedule of the work to the District for review and approval no later than (5) five days after approval. The contractor and the District must agree on the schedule prior to the commencement of any work.

2.20.3 The contractor will be responsible for providing additional resources as necessary to maintain the agreed upon schedule.

2.21. GENERAL GUARANTY

The Contractor shall save the District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

2.22. WORK PERFORMED ON DISTRICT PROPERTY

Contractor’s personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of services required under this Contract.

2.23. CLEAN UP

Contractor must, during the performance of services, remove and dispose of all materials and resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the District. Upon completion of the work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operations.

2.24. FORCE MAJEURE

If the District does not require Contractor’s services by reason of acts of God, strikes, lock-outs, labor disputes, power failure, governmental laws or regulations, riots, insurrection, war, pandemics, epidemics, public health crisis, quarantine orders, unusually severe weather conditions, governmental disaster proclamations or other reasons not the fault of the District, then the District shall reserve the right to pause and/or cancel Contractor’s services during the time period when such reasons negate the need for Contractor’s services. In such event, the District shall notify the Contractor and the District shall be excused from performing its obligations under this contract.

**III. SCOPE OF WORK AND SPECIFICATIONS
GARBAGE DISPOSAL SERVICES**

3.1 GENERAL

These specifications are for GARBAGE DISPOSAL SERVICES for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435. The services are to be provided at the following sites:

<u>Container Size</u>	<u>School</u>	<u>Address</u>
8 yard	Building Support Services	524 Munroe Street
6 yard	Culbertson	1521 East Washington Street
2 - 6 yard	Cunningham	500 Moran Street
4 yard	Eisenhower	406 Burke Drive
2 - 6 yard	Farragut	701 Glenwood Avenue
4 yard	Forest Park	1220 California Avenue
8 yard	Jefferson	2651 Glenwood Avenue
6 yard	Keith	400 Fourth Avenue
4 yard	JFK Center	420 North Raynor Avenue
8 yard	Marshall	319 Harwood Avenue
4 yard	Marycrest	303 Purdue Court
2 - 6 yard	Pershing	251 North Midland Avenue

3 - 6 yard	Sanchez	1101 Harrison Avenue
4 yard	Sandburg	1100 Lilac Lane
8 yard	Singleton	1451 Copperfield Avenue
6 yard	Taft	1125 Oregon Avenue
2 - 6 yard	Thigpen	207 South Midland Avenue
4 yard	Thompson	1020 Rowell Avenue
8 yard	Woodland	701 Third Avenue
3 - 6 yard	Dirksen Junior High	203 South Midland Avenue
3 - 6 yard	Gompers Junior High	1501 Copperfield Avenue
3 - 8 yard	Hufford Junior High	1125 North Larkin Avenue
3 - 6 yard	Washington Junior High	402 Richards Street

226 total cubic yards required

Each building will be supplied with the size container listed including a locking cover.

3.2 SERVICES TO BE PERFORMED AT EACH SITE

School sites will receive 180 days of daily service. Dates of service for each school year shall be given to the contractor when the district calendar is established each year.

J.F. Kennedy Administrative Center will receive daily service for twelve (12) months a year except: July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, Martin Luther King Jr. Day, President's Day, Casimir Pulaski Day, Good Friday, the Monday after Easter, Memorial Day and Juneteenth. A calendar identifying the holiday schedule will be provided when the district calendar is established each year.

Building Support Services will receive weekly service for twelve (12) months a year.

All other pick-ups will be on call and billed accordingly.

Summer, winter and spring vacation will be on a call-out basis.

3.3 CONTAINERS

The contractor shall place state and federally approved covered containers in the numbers noted for the locations noted. Should additional containers be required at a later date, they will be provided at a cost per cubic yard as bid.

- a. All containers will have locking covers.
- b. All locks will be keyed the same.
- c. Contractor will supply Building Support Services with six (6) keys.
- d. Contractor will supply each of the remaining buildings with three (3) keys.

3.4. SCHEDULE

The contractor agrees to abide by the schedule as specified. In instances where this schedule cannot be met because of unusual circumstances, the contractor will contact the

Director of Facilities and Building Support Services of Joliet Public Schools District 86 as soon as possible. However, this action will not relieve the contractor of his responsibility to provide such services as are necessary to completely remove any and all accumulated trash and refuse caused by failure to maintain the schedule.

3.5. CARE AND MAINTENANCE OF CONTAINERS

The Contractor is responsible for the care and maintenance of all containers under this contract. Any container that becomes unfit for refuse storage, or loses its protection against vermin, shall be replaced at no cost to Joliet Public Schools District 86. Building Support Services shall notify the contractor of the need for replacement of any unsatisfactory container.

3.6. ON SITE VISITS

The successful bidder for waste disposal shall contact the Director of Facilities and Building Support Services to schedule a time to visit each building area and to familiarize himself with container locations and access to the area.

3.7. NOISE OR NUISANCE

Local laws and ordinances governing noise or nuisance shall be observed. Waste pick up shall be completed on or before the time specified in the specifications.

3.8. CLEAN UP

It shall be the responsibility of the Contractor to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by accident or negligence.

3.9. LOCAL LICENSES

Each bidding company must be licensed or permitted or have attempted to secure license or permits to operate in each City and/or unincorporated areas covered under this contract. Proof of permission or application for permission to operate within all Joliet Public Schools District 86 boundaries will be required before finalization of the contract.

3.10. ACCESS TO DUMPSTERS

Truck operators unable to access the dumpster due to blockage of the dumpster area must notify Building Support Services immediately.

3.11. BASE RATE

Contractors are to indicate total costs based on the materials/ equipment to be provided.

3.12. DELIVERY

The work for GARBAGE DISPOSAL SERVICES shall be coordinated with the Director of Facilities and Building Support Services, Paul DuFresne; (815) 727-6506.

3.13 COMPLETE BID

The bid proposals presented must include all costs associated with purchase of the products/services indicated. The winning bidder will not be reimbursed beyond the amount indicated on Exhibit A.

3.14 PAYMENT

Contract payment shall be paid on a monthly pro-rata basis.

3.15 CONTRACT TERM

The contract shall commence on August 1, 2024 and end on July 31, 2027.

EXHIBIT A

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

**BID PROPOSAL FORM
(1 OF 2 PAGES)**

After having read all the specifications and understanding the same, I hereby submit the following proposal for the purchase of GARBAGE DISPOSAL SERVICES for Joliet Public Schools District 86 in accordance with said BID DOCUMENTS.

FORMS TO BE COMPLETED:

1. EXHIBIT A: BID PROPOSAL FORM
2. EXHIBIT B: STATEMENT OF ETHICS CERTIFICATION: Complete and attach.
3. EXHIBIT C: SEXUAL HARASSMENT CERTIFICATION: Complete and attach
3. EXHIBIT D: CERTIFICATE OF ELIGIBILITY TO BID: Complete and attach.
4. EXHIBIT E: CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT: Complete and attach.

RECEIPT OF ADDENDUM: If addenda are issued and received, acknowledge below.

Addenda #1: _____ Addenda #2: _____

Addenda #3: _____ Addenda #4: _____

NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED

If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this proposal.

SIGNED FOR THE FIRM:

BY: _____ DATE: _____

TITLE: _____ FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EXHIBIT A

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

BID PROPOSAL FORM

VENDOR NAME _____

	<i>2024-2025</i>	<i>2025-2026</i>	<i>2026-2027</i>
<i>REGULAR WASTE SERVICE</i> Routine daily service to all school buildings for the school year. Daily service to JFK Center for twelve (12) months. Weekly service to Buildings Support Services for twelve (12) months.	\$	\$	\$
VACATION PERIOD REGULAR WASTE SERVICE <i>Call-out service per cubic yard</i>	\$	\$	\$
YARD WASTE <i>Call-out service per cubic yard</i>	\$	\$	\$
TOTAL BID PRICE “2024-2025 Regular Waste Service” + “2025-2026 Regular Waste Service” + “2026-2027 Regular Waste Service”	\$		

***The “Total Bid Price” shall be considered in making the award to the lowest responsible bidder.**

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

EXHIBIT B

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the Contractor certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor, or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership, corporation, or other entity to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five years.

Name of Firm

Signature

Title

Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

EXHIBIT C

**CERTIFICATION REGARDING
SEXUAL HARASSMENT POLICY**

TO:

Joliet Public Schools District 86
J.F. Kennedy Administrative Center
420 N. Raynor Avenue
Joliet, IL 60435
(815) 740-3196

_____ (Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes 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 using examples: (iv) an internal complaint process including penalties: (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission: (vi) directions on how to contact the Department of Human Rights and Human Rights Commission: and (vii) protection against retaliation.

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

(Signature of person making certification)

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

EXHIBIT D

CERTIFICATE OF ELIGIBILITY TO BID

To:
Joliet Public Schools District 86
J.F. Kennedy Administrative Center
420 N. Raynor Avenue
Joliet, IL 60435
(815) 740-3196

_____ (Bidder), pursuant to Section 33E-11 of the Illinois Criminal code of 2012 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, it) partners, officers or others of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-11 of the Illinois Criminal code of 2012 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 2012 as amended.

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

(Signature of person making certification)

**JOLIET PUBLIC SCHOOLS DISTRICT 86
GARBAGE DISPOSAL SERVICES**

EXHIBIT E

**CERTIFICATION OF COMPLIANCE WITH ILLINOIS DRUG-FREE
WORKPLACE ACT**

To:
Joliet Public Schools District 86
J.F. Kennedy Administrative Center
420 N. Raynor Avenue
Joliet, IL 60435
(815) 740-3196

_____ (Contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and Contractor further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

(Signature of person making certification)

APPLICABLE ONLY TO CONTRACTORS WITH 25 OR MORE EMPLOYEES