

SPECIFICATIONS
FOR
Waste Disposal Bids and Recycling Services
for Fiscal Years
2020 - 2021

Various Locations
Glen Ellyn Park District
Glen Ellyn, Illinois

Date: January 20, 2020. REVISION 01

Owner:
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, Illinois 60137

Proposals shall be received until
Friday, February 7th, 2020 at 11:00am
at the Administration Office of the
Glen Ellyn Park District
185 Spring Avenue, Glen Ellyn, Illinois 60137



Owner: Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, IL 60137

Project Location: Waste Disposal Bids 2020-2021
Glen Ellyn, Illinois

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DUPAGE COUNTY, ILLINOIS

LEGAL NOTICE TO BIDDERS

Notice is hereby given that sealed bid proposals will be received by the Glen Ellyn Park District, Glen Ellyn, Illinois for "**Waste Disposal and Recycling Services for Fiscal Years March 1, 2020 – December 31st, 2021**" in accordance with the Bid Documents.

Proposals will be received until **FRIDAY February 7th, 2020 at 11:00AM at the Spring Avenue Recreation Center, 185 Spring Avenue , Glen Ellyn, Illinois**, at which time and place all proposals will be publicly opened and read aloud. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid.

The project consists of: Waste disposal of recycling refuse containers for landscape yard waste, refuse, co-mingled recycling materials (aluminum, plastic and cardboard) for the Glen Ellyn Park District to be performed in accordance with the attached Bid Documents.

Bid Documents will be available beginning January 20th, 2020 by 5:00pm on the Glen Ellyn Park District website: **gepark.org**. All addendum and associated Bid Documents shall be issued through the **gepark.org** website.

All questions shall be submitted in writing. Questions may be directed via email to Nathan Troia ntroia@gepark.org. Questions must be received by February 4th, 12:00pm.

All contracts for work herein are subject to all District rules and regulations, and are subject to the Illinois Prevailing Wage Act (812 ILCS 130/1-12) whenever these statutes apply.

All bids will remain firm for ninety (90) days after the bid opening. The Board of Park Commissioners of the Glen Ellyn Park District reserves the right to reject any or all bids, to waive bid formalities, and to accept the lowest responsible bid that serves the best interests of the District.

Minority and women-owned businesses are encouraged to submit bids for this project. The successful contract bidder(s) are encouraged to utilize minority and women-owned businesses as sub-contractors for supplies, equipment, services and construction.

PUBLISHED BY THE AUTHORITY OF:

Board of Park Commissioners of the Glen Ellyn Park District, DuPage County, Illinois

Dated this 20th Day of January, 2020

END OF SECTION - 00 03 00

SECTION 00 04 00 – BIDDER'S QUALIFICATIONS

Waste Disposal Bids 2020-2024
GLEN ELLYN, ILLINOIS

ALL BIDDERS ARE REQUIRED TO FILL OUT THE FOLLOWING INFORMATION AND SUBMIT IT ALONG WITH ALL OTHER BID REQUIREMENTS.

BIDDER GENERAL INFORMATION:

Bidder Name:

Submitted By:

Name and Title

Address:

Business Phone:

Business Fax:

Email address of Bidder:

Business Type:

Sole Proprietor

Partnership

Corporation formed in the State of _____, in the year _____.

Joint Venture

Other :

If a Sole Proprietor, please answer the following:

Name in Full:

Home Address:

Business Address

Date of Birth

Place of Birth _____

Driver's License #/State _____

If a Corporation, please answer the following:

Date & Place Incorporated _____

State of Incorporation _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Is the corporation held publicly or privately? _____

If a Partnership, please answer the following:

Date of Organization: _____

Type of Partnership: _____

Name & Partnership Share of:

General Partner #1: _____

General Partner #2: _____

General Partner #3: _____

If a Joint Venture, please answer the following:

Date of Organization: _____

Name & Type of Entity of each Joint Venture (partnership/corp./sole prop.):

General Venture #1: _____

General Venture #2: _____

General Venture #3: _____

General Venture #4: _____

If other than a Corporation or Partnership, describe organization and name principals:

BIDDER BACKGROUND INFORMATION:

Have you ever failed to complete any work awarded to you? If yes, indicate when, where and why:

Yes____ No____

Has your contractor's license been revoked at any time in the last five years?

Yes____ No____

At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Yes____ No____

Contractor has the appropriate level of insurance according to the Bid Documents:

Yes____ No____

Contractor has current Workers' Compensation Insurance as required by the Labor Code:

Yes____ No____

Contractor is licensed to do business as a Contractor in the jurisdiction where this Project is to be completed:

Yes____ No____

How many years has your organization been in business as a contractor?

Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

Yes____ No____

If Yes, please have that company submit this document with your Bid.

Has your firm changed names or license number in the last five years?

Yes____ No____

If Yes, please provide all names and contractors' license numbers used within the last five years:

Has there been a change in ownership of the firm at any time in the last three years?

Yes____ No____

If Yes, please list the name and contact information for the previous Owner(s):

Was your firm in bankruptcy at any time during the last five years?

Yes____ No____

If Yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed as well as a copy of the Bankruptcy Court's discharge order.

At any time in the last five years has your firm been assessed liquidated damages?

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

In the last five years have you, a subsidiary of your firm or past owner of your firm been associated, been debarred, disqualified, removed or otherwise prevented from bidding on or completing a project:

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

In the last five years has your surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf, in connection with a construction project?

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

In the last five years has your insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm:

Yes____ No____

If Yes, please provide the insurance carrier's information and the year this occurred:

Has OSHA cited and assessed penalties against your firm for any violations of its safety or health regulation in the last five years?

Yes____ No____

If Yes, please provide the information pertaining to the project(s):

Bonding Capacity:

Name of Bonding Company/Surety

Address:

Phone:

List all other sureties (name and full address) that have written bonds for your firm during the last five years, include the dates which each wrote the bonds:

PROJECT EXPERIENCE:

List three (3) *projects* your *organization* has completed in the past five (5) years which are similar in scope to the Work which you would be performing for the Glen Ellyn Park District. *Do not include projects completed by individual employees while working at organizations under a different name.*

1. Project Name: _____

Owner, Contact Person and Phone Number _____

Architect, Contact Person and Phone Number _____

Contract Amount _____

Date of Completion _____

Percentage of work completed by your organization _____

Percentage of work completed by subcontractors _____

2. Project Name: _____
Owner, Contact Person and Phone Number _____
Architect, Contact Person and Phone Number _____
Contract Amount _____
Date of Completion _____
Percentage of work completed by your organization _____
Percentage of work completed by subcontractors _____

3. Project Name: _____
Owner, Contact Person and Phone Number _____
Architect, Contact Person and Phone Number _____
Contract Amount _____
Date of Completion _____
Percentage of work completed by your organization _____
Percentage of work completed by subcontractors _____

DESIGNATION OF SUBCONTRACTORS:

The undersigned certifies that they have used the sub-bids of the following listed subcontractors in compiling this Bid. The subcontractors listed will be used only for the work for which they are listed in their bid. All subcontractors are subject to the approval of the Owner, and are required to read and follow the Project Specifications that pertain to the work they are performing. If a bidder does not submit any sub-contractors, they will be required to complete all work within their own workforce. If subcontractors are listed, all bonds and insurance shall be written to include them. (List additional subcontractors on separate sheet of paper).

1. Subcontractor Name: _____
Type of Work: _____
Address: _____

Notary Public Signature

Date

Commission Expiration

END OF SECTION – 00 04 00

SECTION 00 05 00 – INSTRUCTIONS TO BIDDERS

PART 1 – PREPARATION OF PROPOSALS

- A. Bids are requested for recycling refuse containers for landscape yard waste, refuse, co-mingled recycling materials (aluminum, plastic and cardboard) for the Glen Ellyn Park District, (hereinafter referred to as GEPD or Owner), to be performed in accordance with the attached Bid Documents. The proposal must be received by the date and hour set aside for their opening. The proper officer of the firm bidding must sign all proposals, in black ink.
- B. Each Bid shall consist of a completed:
1. Bidders Qualifications
 2. Bid Form
 3. Certification of Compliance
 4. Bid Surety (Bid Bond)
- C. Bid Documents consist of the following:
- Legal Notice to Bidders
 - Specifications and any Addenda issued prior to receipt of Bids.
- D. Bid Documents may be obtained as described in Legal Notice to Bidders.
- E. Bids must be received in a sealed envelope addressed with the name of the Bidder, Owner, Project name, and date and time of the Bid. On the outside of the bid envelope, each sealed bid shall also contain the notation “SEALED BID”.
- F. Please send Bids to the attention of Nathan Troia, Parks Project Manager, 185 Spring Avenue, Glen Ellyn, Illinois 60137.

PART 2 - ACCEPTANCE OR REJECTION OF BID

- A. The Contract, if awarded, will be awarded to the responsible Bidder who submits the lowest responsive and best qualified Bid proposal complying with these instructions and all other Contract Documents. The GEPD will accept or reject bids within ninety (90) days after analysis of the proposals and reserves the right to accept or reject any or all bids, or to waive any informality or technicality in any proposal in the interest of the owner. No Bidder may withdraw his Proposal for a period of ninety days after the date of opening thereof.
- B. The GEPD may consider such factors as bid price, work guarantee, experience and responsibility of bidder, methods of performing the work and similar factors in determining which bid it deems to be in its best interest and best meeting the requirements of the park district.

PART 3 - BID FORM

- A. A Schedule of Values is included as part of the Bid Form and is required to be filled out. The bidders are responsible for verifying their quantities for bidding purposes.
- B. If the Schedule of Values includes any allowances, each bidder should include this amount in the lump sum bid.

PART 4 - EXAMINATION OF DOCUMENTS AND INSPECTION OF SITE

- A. Before submitting a Proposal, Bidders shall carefully examine the Bid Documents, visit the sites of work, fully inform themselves of all existing conditions and limitations, and include in the Proposal a sum to cover the cost of all items to be work to be performed.
- B. The failure or omission of any bidder to receive or examine any form or document, or to visit the site and become acquainted with existing conditions shall in no way relieve the bidder from any obligation with respect to his bid. No pleas of ignorance, oversight or miscalculation of the conditions prevailing shall suffice to secure withdrawal of a Proposal submitted or to invalidate the Contract or bond after its execution.
- C. Any quantities are given as a courtesy only. Bidders are responsible for verifying all quantities and not to rely solely on the quantities shown in this schedule.

PART 5 - QUALIFICATIONS AND REFERENCES

- A. The Contractor bidding the project shall be actively engaged in work of the nature described in the plans and specifications and must be able to demonstrate that adequate persons and materials are available to perform the work. The Contractor shall submit with the Bid Proposal no less than three (3) references for which the Contractor has completed work similar to that described in the plans and specifications.

PART 6 - PROPOSAL GUARANTY

- A. A Bid Bond shall accompany each sealed bid. The Bid Bond of all bidders, except the successful Contractor(s), shall be returned within ten (10) days after the GEPD's decision to accept and/or reject bids. The successful Contractor's Bid Bond shall be returned upon receipt of an acceptable Performance Bond, Payment Bond, and Certificate of Insurance.
- B. Should the Bidder fail to refuse to enter into the agreement within 10 calendar days after notification of acceptance of the Bidder's proposal by the Glen Ellyn Park District, the Bid Bond shall be forfeited and become the property of the Glen Ellyn Park District.
- C. All Bid Bonds will be returned to unsuccessful Bidders by mail.

PART 7 - ADDENDA

Any Addenda issued during the bidding period shall be included in the bid proposal lump sum price and shall be considered part of the Contract Documents. Receipt of all

Addenda shall be acknowledged on the bid form. FAILURE TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID FORM MAY DISQUALIFY BID.

All Addendum and associated Bid Document shall be issued through Glen Ellyn Park District website gepark.org. The Glen Ellyn Park District shall not be responsible for information received or not received through this source any other source.

PART 8 - SUBSTITUTIONS AND MODIFICATIONS

Substitutions (Alternates) for materials, proprietary products, process or equipment may be made only with prior written approval of the GEPD.

Requests for substitutions shall be submitted to the GEPD five (5) working days, excluding Saturday and Sunday, prior to the bid opening date exclusive of bid opening date. All requests shall include a complete description of the proposed substitute, the name of the material, process, or equipment for which it is to be substituted, and drawings, specifications and data sheets to sufficiently evaluate how the substitution favorably compares to the specified item. Any substitution accepted by the GEPD shall be done so in a written addendum to the bid documents prior to the bid opening.

Use of an alternative product must be approved prior to bidding. Failure to pre-approve an alternative product assumes (mandates) that the bidder has reflected an intended use of the materials and/or manufacturers of the products specified in the Drawings and Specifications.

Whenever in the Project Manual or on the Drawings any material, equipment, device or process is specified or indicated by patent or proprietary name, or by name of its manufacturer, such reference to a material, equipment, device or process has been used to establish a type and quality.

References to the term "equal" or "approved equal" shall mean that an item substituted for a proprietary item shall be of equal or greater quality and shall be approved in the manner described in this section.

PART 9 - INTERPRETATION OF DOCUMENTS

A. If any person requires clarification or discovers discrepancies or omissions in the Bid Documents, they shall bring these to the attention of the Owner Representative. Any interpretation or correction of the documents will be made only by Addendum issued by the Glen Ellyn Park District.

Bidders may contact *Nathan Troia* ntroia@gepd.org with any questions during the bidding process.

All questions shall be submitted in writing via email.

B. If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be

granted only if the request is received prior to the specified time of closing.

No bid may be withdrawn or cancelled after the closing time for receipt of bids and for a period of thirty (30) days thereafter

PART 10 - SALES TAX EXEMPTION

The Glen Ellyn Park District is exempt from payment of the Retailer's Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax, as required by Illinois law. No tax shall be charged for purchases made on behalf of the Glen Ellyn Park District.

PART 11 - INSURANCE

Bidder's attention is directed to the insurance requirements in the Supplemental Specifications. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

PART 12 – SUBSTANCE ABUSE PREVENTION

The Contractor shall comply with and cause all subcontractors to comply with the requirements and provisions of the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) (the "Act").

Failure by the Contractor to comply with the requirements of the Illinois Substance Abuse Prevention on Public Works Projects Act shall constitute a material default of the Contract and shall give the Owner the right to pursue any remedy available to it at law or in equity, including termination of the Agreement for cause in the Owner's sole discretion and any other remedy as provided in the Contract. In the event of a default hereunder, Contractor shall also pay to the Owner all damages Owner is entitled to under the Contract that arise from the default, together with interest, costs and the Owner's reasonable attorney fees.

PART 13 – IDENTITY PROTECTION

Pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq*, the Glen Ellyn Park District has adopted this policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. Any information sent or forwarded to the District by various contractors or vendors, especially certified payroll, shall have all references to employee SSNs removed prior to sending.

PART 14 – ADDITIONAL REQUIREMENTS

- A. Bidder must supply a quarterly sustainability report which quantifies and represents a summary of all recycled materials collected district wide.
- B. All Pick-ups are to be scheduled between the hours of 6 am and 1:00 pm With No Exceptions.
- C. All facilities budget for waste disposal from their own respective budgets but all bills will be sent to and received by the District Administration Office and paid monthly after Park Board approval of prior month's invoices. Invoices for waste disposal and recycling services must itemize the costs for each location.
- D. The District is interested in maximizing our recycling opportunities and bids are to include a detailed description of all your available Programs for Cardboard, Paper, Glass, Plastic, and Aluminum. Description of services should include the identification of whether you use single stream (co-mingled) or separated recycling collection systems and list the recycling facility location that you plan to use.
- E. All Bidders must comply with the safety requirements for stability of refuse containers as regulated by Federal Law (American National Standard Z245.3 - 1976) and all other requirements listed in the bid specifications

END OF SECTION 00 05 00

SECTION 00 06 00 – PRELIMINARY SCHEDULE

1.01 GENERAL

- A. The following represents the preliminary schedule for the Work. This schedule is the current estimate of the Owner to be used for the purposes of bidding. All bidders shall include the costs of all overtime, double-shift, or so-called “premium” time that may be necessary to meet this milestone.

1.02 PRELIMINARY SCHEDULE

- A. **Bid Documents Available:** January 20, 2020
- B. **Bids Due:** February 7th, 2020, 11:00AM at Spring Avenue Recreation Center
- C. **Award of Contract:** February 18th, 2020 at Park District monthly board meeting
- D. **Start Date of Services:** March 1st, 2020
- E. **End Date of Services:** December 31st, 2021

END OF SECTION – 00 06 00

SECTION 00 07 00 – BID FORM

Waste Disposal Bids
GLEN ELLYN, ILLINOIS

THIS PROJECT IS SUBMITTED TO:
Glen Ellyn Board of Commissioners

To whom it may concern:

The undersigned Bidder has received the Bid Documents, and Specifications, titled **Waste Disposal Bids and Recycling Services for Fiscal Years 2020-2021**

The undersigned has received the following Addenda and have included their provisions in my bid:

Addendum No. _____, dated _____ .

Addendum No. _____, dated _____ .

Addendum No. _____, dated _____ .

The undersigned Bidder, hereby agrees:

1. To hold the bid open for ninety (90) days
2. To accept the provisions of the Contract Documents
3. To furnish bonds, bid security, certificate of insurance and schedule of values as specified
4. To accomplish the work in accordance with the Contract Documents
5. That the Bid price is a lump sum cost for materials, installation and labor for the installation
6. That this Bid is genuine, and not sham or collusive, or made in the interest or behalf of any person not herein named
7. If awarded the contract, the undersigned further agrees to begin work with an adequate force and equipment within 7 days as established in the agreement.

THE UNDERSIGNED BIDDER, having familiarized himself with the work required by the Contract Documents, the site(s) where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted to enter into Agreement to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work as

indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid Prices. Contractor must submit on all scheduled values to be considered.

PREPARED BY:

Signed: _____

Name Printed: _____

Title: _____

Company: _____

SCHEDULE OF VALUES

The unit price shall include all equipment, materials and labor necessary to complete the work.

Containers							
		TRASH CONTAINER			RECYCLING CONTAINER		
	SITE	QUANTITY/SIZE	Freq.	WKLY COST	QUANTITY/SIZE	Freq.	WKLY COST
1	Ackerman - SFC 800 St. Charles Rd.	(1) 8 Yard	1x Week	\$	(1) 8 Yard	1x Week	\$
2	Ackerman - Garages 800 St. Charles Rd.	(1) 6 Yard	2x Week	\$	(1) 6 Yard	1x Week	\$
3	Frank Johnson Center 490 Kenilworth Ave	(1) 30 Yard	1x Week	\$	(1) 10 Yard	2x Week	\$
5	Lake Ellyn Park 645 Lenox Rd.	(2) 2 Yard	2x Week	\$	(4) 64 Gallon Recycling Tote	2x Week	\$
6	Main Street Rec Center 501 Hill Ave.	(1) 2 Yard	2x Week	\$	(1) 2 Yard	2x Week	\$
7	Maryknoll Park 845 Pershing Ave.	(1) 2 Yard	1x Week	\$	(1) 2 Yard	1x Week	\$
8	Maryknoll Park 845 Pershing Ave.				(6) 64 Gallon Recycling Tote	2x Week	\$
9	Spring Ave. Rec Center 185 Spring Ave.	(1) 2 Yard	2x Week	\$	(1) 2 Yard	2x Week	\$
10	Sunset Pool 483 Fairview Ave.	(1) 8 Yard	2x Week	\$	(1) 8 Yard	2x Week	\$
11	Village Green Park 145 Lambert Rd.	(1) 6 Yard	1x Week	\$	(1) 6 Yard	1x Week	\$
		Weekly Trash Total:		\$	Weekly Recycle Total:		\$
		4 Week (Month) Trash Total:		\$	4 Week (Month) Recycle Total:		\$

Dumpsters - On Call Pickup							
		TRASH CONTAINER			RECYCLING CONTAINER		
	SITE	QUANTITY/SIZE	Flat Rate	Tons Allowed	QUANTITY/SIZE	Flat Rate	Tons Allowed
1	Ackerman - Phillies 800 St. Charles Rd.	(1) 20 Yard	\$		(1) 30 Yard	\$	
2	Lake Ellyn - Regatta 645 Lenox Road	(1) 30 Yard	\$		(1) 30 Yard	\$	
3	Lake Ellyn - 4th of July 645 Lenox Road	(1) 30 Yard	\$		(1) 30 Yard	\$	
4	Ackerman - Demarini 800 St. Charles Rd.	(1) 20 Yard	\$		(1) 30 Yard	\$	
5	Newton Football Jam 707 Fairview Ave.	(1) 30 Yard	\$		(1) 30 Yard	\$	
6	Festival of the Arts Location TBD	(1) 30 Yard	\$		(1) 30 Yard	\$	
7	Ackerman - Lakers Fall 800 St. Charles Rd.	(1) 20 Yard	\$		(1) 30 Yard	\$	
8	Frank Johnson Center 490 Kenilworth Ave	Landscape Waste (1) 30 Yard	\$				
Price per ton over the allowed above trash tonnage:			\$		Price per ton over the allowed above recycle tonnage:		

END OF SECTION – 00 07 00

SECTION 00 08 00 - CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the bidder,

(Name of Company)

- (A) That in connection with this procurement,
- (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
 - (3) 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.
- (B) The undersigned further states,
- (1) he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2)(a) he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and
 - (b) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the bidder is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (E) The bidder agrees to provide a drug free workplace in accordance with the Drug Free Workplace Act, 30 ILCS 580/1 et seq.
- (F) Is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of Illinois Revised Statues Chapter 38, Article 33E (Public Contracts)
- (G) Is in compliance with Illinois Human Rights Act, including the sexual harassment policy amendment which took effect July 1, 1993 (codified as 775 ILCS 52-105-1993), requiring a written anti-harassment policy that meets the directives of the Act;

- (H) Agrees to comply with all the provisions of the Americans with Disabilities Act with respect to employment, program participation, public service and any other provisions related to your operations in service to the Glen Ellyn Park District.
- (I) The undersigned, does hereby certify pursuant to section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that 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, utilizing 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) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Human Rights Act.
- (J) The contractor understands and agrees to abide by the provisions of the Illinois Statutes covering public works and specifically "Preference to Citizens (Illinois) on Public Works Projects Act" (Illinois Revised Statutes Chapter 48, and Sections 269 through 275) and the "Wages of Employees on Public Works (Prevailing Wage Act)" whenever these statutes apply to their work.
- (K) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

Authorized Signature: _____

Title: _____

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 2020

Notary Public

END OF SECTION – 00 08 00

SECTION 00 09 00 – INSURANCE, BONDS, CERTIFICATES AND FORMS

PART 1 – GENERAL

A. List of Subcontractors:

Contractor shall provide a List of Subcontractors within seven (7) days of Contract date. The List shall include the Contractors Name, Trade Performed, Address, Phone Number, Fax Number, and Names and Cell Phone Numbers of Project Manager and Superintendent.

B. Bid Bond (Equal to not less than 10% of the Container monthly total of waste and recycling):

The form of "Bid Bond" shall be AIA Form A-310 or cashier's check made payable to GLEN ELLYN PARK DISTRICT.

PART 2 - INSURANCE

A. Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the lump sum cost of the Work.

B. Any deductibles or self-insured retentions must be declared to and approved by the Glen Ellyn Park District. At the option of the Glen Ellyn Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Glen Ellyn Park District its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of the losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions: the policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

2. The Glen Ellyn Park District, its officials, agents, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.

3. The Contractor's insurance coverage shall be primary as respects the Glen Ellyn Park District, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Glen Ellyn Park District, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Glen Ellyn Park District, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interest/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
 - a. Workers' Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Glen Ellyn Park District, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the Glen Ellyn Park District.
 - b. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Glen Ellyn Park District.
 - c. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VIII and licensed to do business in the State of Illinois.
 - d. Verification of Coverage: Contractor shall furnish the Glen Ellyn Park District with certificates of insurance naming the Glen Ellyn Park District, its officials, agents, employees and volunteers as additional insured, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the Glen Ellyn Park District before any work commences. The attached Additional Insured Endorsement shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement. The Glen Ellyn Park District reserves the right to request full certified copies of the insurance policies and endorsements.
 - e. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements

for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- f. Assumption of Liability: The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

D. Indemnity/Hold Harmless Provision:

1. To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Glen Ellyn Park District, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Glen Ellyn Park District, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Glen Ellyn Park District, its agents or employees, the Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.
2. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Glen Ellyn Park District, its officials, agents and employees as herein provided.

PUBLIC LIABILITY INSURANCE

The contractor shall secure and maintain in his own name **with the Glen Ellyn Park District specifically noted as additional insured.** Public Liability insurance covering Bodily Injury and Property Damage with limits of not less than one million dollars (\$1,000,000) per person and one million (\$1,000,000) per occurrence for each accident for Bodily Injury or Death and five hundred thousand dollars (\$500,000) for each accident and one million dollars (\$1,000,000) aggregate property damage.

AUTOMOBILE

The contractor shall secure and maintain, in his own name **with the Glen Ellyn Park District specifically noted as additional insured,**

Comprehensive Automobile Liability Insurance covering Bodily Injury Damage with limits of not less than one million dollars (\$1,000,000) per person and one million (\$1,000,000) per occurrence for each accident for Bodily Injury of Death and five hundred thousand dollars (\$500,000) property damage per occurrence.

WORKERS' COMPENSATION INSURANCE AND OCCUPATIONAL DISEASE POLICY

The contractor shall carry, in his own name, Workmen's Compensation and Occupational Disease coverage to protect himself against the liability under the Workmen's Compensation Disease Statutes of the State of Illinois and the Illinois Structural Work Act.

GENERAL INSURANCE PROVISIONS

- A. Prior to beginning work, Contractor shall furnish GEPD with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. AR certificates shall provide for 30 days' written notice to GEPD prior to the cancellation or material change of any insurance referred to therein. Written notice to GEPD shall be by certified mail, return receipt requested.
- B. Failure of GEPD to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of GEPD to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. GEPD shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by GEPD. Failure to maintain the required insurance may result in termination of this Contract at GEPD's option.
 1. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to GEPD whenever requested.
 2. Contractor shall provide certified copies of all insurance policies required above within 10 days of GEPD's written request for said copies.
- D. Acceptability of Insurers
 1. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A -VIII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A -VIII or a Best's rating is not obtained, the

GEPD has the right to reject insurance written by an insurer it deems unacceptable.

E. Cross-Liability Coverage

1. If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

F. Deductible and Self-Insured Retentions

1. Any deductibles or self-insured retentions must be declared to the GEPD. At the option of the GEPD, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claim administration and defense expenses.

G. Subcontractors

1. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

END OF SECTION - 00 09 00

SECTION 00 10 00 – SUPPLEMENTARY CONDITIONS

PART 1 - TERMS

1.1 TERMS

- A. For the purpose of these specifications, the terms “Owner” and “GEPD” shall refer to the Glen Ellyn Park District.
- B. The term “Contractor” shall refer to the party entering into the contract for the performance of the Work.
- C. The term “Owner’s Representative”, shall mean a designated employee or employees of the Glen Ellyn Park District

PART 2 - WORK COMPLETION TIME

2.1 CONTRACT TIME

Work shall commence March 1st, 2020. The start date shall be fixed in a Notice to Proceed that will be prepared by the Owner. The end date of services shall be December 31, 2021. In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the GEPD may withhold such sums as may be necessary from final payment to complete the work.

PART 3 - RETAINAGE

NOT APPLICABLE.

PART 4 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

- A. The Contractor is required to comply with the following equal employment opportunity clause by the Illinois Fair Employment Practices Commission as a material term of all public contracts.
- B. In the event of Contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, 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 the contract may be canceled or voided in whole or in part and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During performance of this Contract, Contractor agrees as follows:

1. That he/she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry and further that he/she will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such underutilization.
2. That if he/she hire additional employees in order to perform this contract or any portion hereof he/she will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which they may reasonably recruit and he/she will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized
3. That in all solicitations or advertisements for employees placed by him/her or on his/her behalf, he/she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
4. That he/she will send to each labor organization or representative of works with which they have or are bound by a collective bargaining or other agreement or understanding, a notice advising each labor organization or representative of the contractor's under Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in his efforts to comply with such act and rules and regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
5. That he/she will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the commission or the contracting agency, and in all respects comply with Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

PART 5 – PERMITS

All permit fees will be paid by the Glen Ellyn Park District directly to the permitting agency or municipality.

END OF SECTION - 00 10 00

SECTION 00 11 00 – SUMMARY OF WORK

PART 1 GENERAL

1.01. DESCRIPTION

- A. The Glen Ellyn Park District is seeking pricing proposals for recycling refuse containers for landscape yard waste, refuse, co-mingled recycling materials (aluminum, plastic and cardboard) containers for the upcoming 2020-2024 fiscal years. Proposals should include pricing for: 2, 6, 8, 10, 20, and 30 yard refuse recycling containers, BIO-HAZZARD CONTAINERS (body fluids only), as well as pricing for 64 gallon recycling totes, and a 30 yard landscape waste container located at the maintenance department. Furthermore, bids should include itemized pricing for recycling co-mingled products, (aluminum, plastic and cardboard).
- B. The containers are located at various park district owned locations i.e., Ackerman Park, Sunset Pool, Frank Johnson Center (maintenance facility), Main Street Recreation Center, Spring Avenue Recreation Center, Lake Ellyn Boathouse, Maryknoll Park, Village Green Park, as well as at locations for special events during the summer months. Firms that are interested must be capable of providing reliable professional services for the various needs of the Glen Ellyn Park District

1.02. JOB CONDITIONS

- A. Maintain regular traffic flow around site unless otherwise directed.
- B. Repair any damage to property which is to remain in use, or that belongs to any person, or persons, on or off the site, caused by work.
- C. Perform all work in such a manner as to prevent fires. Do not burn materials on the site.

1.03. CONTRACTOR DUTIES:

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Other facilities, utilities and services necessary for proper execution and completion of work.
- B. Pay legally required sales, consumer and use taxes.
- C. Secure and pay for, as necessary for proper execution and completion of work.
 - 1. Licenses.
- D. Give required notices.

- E. Comply with codes, ordinances, rules, regulations orders and other legal requirements of public authorities which bear on performance of work.
- F. Promptly submit written notices to Owner, of observed variance of Contract Documents from legal requirements.

1.04. OWNER DUTIES:

- A. Schedule delivery date with supplier in accordance with schedule.

1.05. CONTRACTOR USE OF PREMISES:

- A. Do not unreasonably encumber site with materials or equipment.
- B. Assume full responsibility for protection and safekeeping of materials, tools, equipment and products stored on premises.
- C. Move any store products which interfere with operations of other Contractor.

END OF SECTION 00 11 00