## **NOTICE TO BIDDERS**



## **Community Consolidated School District 46**

565 Frederick Road Grayslake, IL 60030

Community Consolidated School District #46 is accepting sealed bids for **Garbage Removal, Recycling Program and Compost Services.** 

Lump Sum Bids will be publicly opened and read at Community Consolidated School District #46 main district office 565 Frederick Rd, Grayslake, IL 60030 at **10:30 am**, **local time, Tuesday April 4th, 2023.** Bids received after designated time and date of bid opening will not be considered. District 46 reserves the right to hold the bid opening via videoconferencing.

Bid Security; in the form of a bid bond or certified check in an amount of \$100,000 shall be submitted with the bid. Performance Bonds and Certificate of Insurance, as required by the Owners, will be required from the successful bidder.

The Board of Education and Community Consolidated School District 46 reserve the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interests of the School District in accordance with the requirements of law.

### **Board of Education**

#### Community Consolidated School Dist. 46

Chris Wildman, Assistant Superintendent of Finance / CSBO

#### 565 Frederick Road

Grayslake, IL 60030

# The following are required as part of your Proposal:

- 1. Bid Proposal Signature Pages
- 2. Bid Sheets A
- 3. Bid Sheets B (Alternate) if applicable
- 4. References & Company Information
- Certification regarding Sexual Harassment and Drug, Alcohol & Smoke Free Policy.
- 6. Certification regarding Bid Rigging and Bid Rotating
- 7. Certification regarding Equal Opportunity Employment
- Certification regarding General Understanding and Acceptance of Bidding Conditions.
- 9. Certification of Sex Offenders Policy
- 10. Product Warranty / Brochures
- 11. Certification of delivery date

# SCOPE:

This invitation to propose/quote is for garbage removal services, recycling services and composting services for Community Consolidated School District 46 site locations. It will be the responsibility of the contractor to ensure that high quality adequate containers are provided, and removal is scheduled in such a manner not to conflict with the beginning and end of the school day to avoid traffic issues. If your proposal differs from what is listed on the bid sheet, please list the additional items as needed.

1. The contracted price should be based upon ten (10) months of full service and a separate price for the 2 summer months on an "on-call" basis. A listing of the number of students per building/campus will be provided to assist the bidder in determining the size and garbage removal needs at each site. It is the responsibility of the bidder to visit each site if a site visit is deemed necessary. We have 7 campuses that include ten (10) dumpster/container locations. Bid Sheet A is for baseline services (mandatory) and Bid Sheet B (Alternate) is optional.

2. **Type of Waste/Garbage**: Garbage to include all waste from the general school operations and all cafeteria / kitchen areas. Other items will include cartons and packaging materials for school supplies. Each campus is to have 1 commercial waste dumpster. D46 would like waste picked up five (5) days a week.

3. **Recycling:** Each campus is to have 1 commercial recycling dumpster. D46 would like recycling picked up 2 days a week with the option to get rid of 1 if necessary.

4. **Composting:** D46 would like to add compost collection to their current waste and recycling pick up. Grayslake Middle School and Park Campus each receive (1) Sixty-Four(64) gallon or equivalent compost waste totes. D46 would like compost picked up one (1) day a week.

5. **Containment**: Please note Front Load or Rear Load. Dumpster type containers to be supplied by the contractor at no additional cost. Dumpsters must be new or in "like new" condition and appearance. Upon notification to the contractor, repairs to damaged containers, lids, and leaks must be completed within 7 working days.

6. **Sanitation:** The contractor shall comply with all federal, state and local health regulations and dispose of garbage in designated and approved areas. Failure to comply with health regulations will be considered as a reason for cancellation of the contract. School garbage areas are to be maintained during and after pickups.

7. **Contract Term:** The resulting contract to the winning bidder shall be for a term of three (3) years beginning on July 1, 2023. Each party may cancel the contract at the end of each contract year, given a written notice is received 90 days prior to the expiration of that contract year. The resulting contract from this proposal can be canceled by the Community Consolidated School District 46 Board at any time with 60 days written notice. The contract can be renewed after the initial three year period on an annual basis upon agreement of both parties and a 60 day written notice otherwise it will be on a monthly basis.

8. **Payment:** Payment for services will be on a monthly basis when services were rendered. No finance, late or other charges will be paid by the school district based upon this information.

9. **Property:** All non-garbage school property found in the garbage will be returned to the school district.

10. **Liability & Insurance**: The contractor will assume all liability for the actions of his/her employees and contractors (if applicable) while fulfilling this contract. The contractor will assume all liability for all property damage and/or injuries incurred while fulfilling this contract and shall hold the Community Consolidated School District 46 and the Community Consolidated School District 46 School Board harmless in all actions. Proof of insurance shall be provided to Community Consolidated School District 46 for liability purposes within10 calendar days of executing the contract.

11. **Award of Contract**: It is the intent of this document to "award" All or None to a single contractor, however the Community Consolidated School District 46 reserves the right to award by group if it is deemed to be in the best interest of the school district.

# **BID OPENING DATE:**

Lump Sum Bids will be publicly opened and read at Community Consolidated School District 46's District Office. 565 Frederick Rd. Grayslake II 60030

**10:30 am, local time, Tuesday April 4th, 2023.** Bids received after designated time and date of bid opening will not be considered.

# SUBMITTAL:

The sealed proposals shall be delivered to Community Consolidated School District 46 at 565 Frederick Road, Grayslake, IL 60030, any time prior to, but not later than **10:30 am, local time, on Tuesday April 4th, 2023.** The School District cannot assume the responsibility for delayed <u>postal deliveries</u> and <u>does not</u> recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline.** Bids received after the time specified in the Invitation to Bid will not be considered.

#### **EQUIPMENT / BROCHURE:**

Your proposal to be considered, is to be accompanied by a complete brochure including the types of dumpsters and trucks that will be used to fulfill the resulting contract. The school district reserves the right to inspect the equipment prior to awarding the contract, if deemed necessary.

#### **REJECTION OF SUBMISSIONS:**

The Board of Education reserves the right to accept or reject any or all proposals and to waive any informalities and all irregularities in these RFP procedures and to accept that proposal which is in the best interest of the school district. Factors to be considered when determining the best value for the school district are cost, company quality, service history, environmental responsibility, references, and representative professionalism. Low dollar proposal is not the sole factor in awarding the contract. All decisions are final.

#### WITHDRAWAL OF RFP:

Submissions may be withdrawn by certified return receipt mail or in person prior to the date and time established for the opening of the proposals. The successful bidder may not withdraw, cancel or modify said proposal after the documents have been opened.

#### CONTRACT AWARD AND DELIVERY:

The contract will be awarded after the April 12, 2023 Board of Education meeting and all contractors/vendors will be informed. Delivery/exchange of dumpsters shall take place in June 2023.

#### COMPLIANCE WITH LEGISLATION:

The vendor/contractor will observe and comply with all applicable State, Federal and Local laws, ordinances, rules, and policies in effect now or in the future and as amended with respect to public school districts and the services to be provided pursuant to the contract. All school policies will be followed which include but are not limited to the District's policy against Sexual Harassment, its Sex Offenders Policy; Drug, Alcohol and Smoke Free Campus Policy; and Non-Discrimination Policy In no way shall anyone that has been convicted of any of these violations be permitted on school grounds at any time.

#### **INSURANCE:**

The vendor/contractor shall maintain Workers Compensation insurance coverage on all their employees as required by Illinois Statutes for the life of the resulting contract from this RFP. Comprehensive General Liability & Property insurance coverage shall be maintained by the bidder/contractor to include but not limited to death, bodily injury, personal injury, sexual harassment, and property damage. The limits of liability shall be at minimum

\$1,000,000/\$2,000,000 each occurrence and general aggregate respectfully. Business Vehicle Liability insurance shall also be maintained for the life of the contract with minimum liability limits of \$1,000,000 per occurrence. Umbrella liability coverage no less than \$5,000,000. All insurance must name the District as an additional insured on a primary non-contributory basis, with waiver of subrogation. *Proof of Coverage must accompany the RFP submission.* 

#### **INDEMNIFICATION:**

The vendor/contractor shall indemnify, defend, and hold harmless the Community Consolidated School District 46, its board of education, its successors, officers, agents, employees, and volunteers from and against all claims, actions, liability, losses, and costs arising out of any actual or alleged accidents, conduct, damage to property or persons, injuries, death, or liability arising from or related to the resulting contract of this bid document. Any cost or expense, including legal fees, incurred by the district and/or board of education to enforce this contract shall be borne by the bidder/contractor. Costs associated with any violation of any law, ordinance, statute, rule, or government regulation shall be the responsibility of the bidder/contractor. The provisions of this section shall survive the expiration of or termination of the resulting contract.

#### **GENERAL INSTRUCTIONS / INFORMATION:**

- 1. Proposal shall be delivered on or before the opening date and time.
- 2. Each vendor shall submit his/her proposal on the form(s) provided.
- 3. Proposals shall be without erasures or interlineations. No fax submissions.

4. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local),

Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

The District is exempt from paying Federal Excise Tax.

5. No oral interpretations will be given. Requests for information/clarification shall be submitted via email to <u>halperin.adam@d46.org</u>, no later than March 31, 2023.

6. Whereas considerable time and expense has gone into the preparation of the enclosed specifications, deviations are not anticipated. DEVIATIONS FROM THE SPECIFICATIONS MUST BE DOCUMENTED. Equivalent or Alternative items may be considered but must be documented as stated. Unless fully documented, such deviations may disqualify a vendor at the discretion of the School District. In setting forth these specifications it is the intention of the school district to offer equal opportunity to all vendors. Vendor is to furnish itemized quotations showing the cost of each item, the total price per address, and the total price of the entire district.

7. Vendor is to name a company representative to handle all details of the resulting contract. This includes servicing of our account to include any and all inquiries by phone, fax, mail or email.

8. The Vendor will supply all product Warranty information, if applicable.

9. The Vendor shall assume financial, product and equipment responsibility.

10. Vendor shall be in compliance with all Federal and State Laws applicable to this invitation and the products and services supplied through this invitation.

11. Errors and omissions in the bid documents will not be considered as relief from your submitted quote. If any discrepancies are found they must be submitted in writing to the Assistant Superintendent of Finance/CSBO, who will issue the necessary clarifications.

12. Unit Prices shall be listed separately and as an extended location total. In the case of an error, the unit cost shall prevail for the purpose of the quoted price.

13. Any increase in cost of services from one contract year to the next shall not exceed the lesser of the Consumer Price Index – All Urban Consumer (CPI-U) increase for that contract year or 5%.

14. The Business Office will make such an investigation as is necessary to determine the ability of the Vendor to fulfill bid requirements. The Vendor shall furnish such information as may be requested by the School District.

15. Delivery of Equipment will be taken into consideration by the School District when making the final decision for the contract. Delivery will take place in June 2023.

16. The School District reserves the right to return at vendor/contractor's expense any equipment not made or delivered in compliance to specifications or to the terms and conditions of this document.

17. The signing of these documents shall be construed as acceptance of all provisions contained herein.

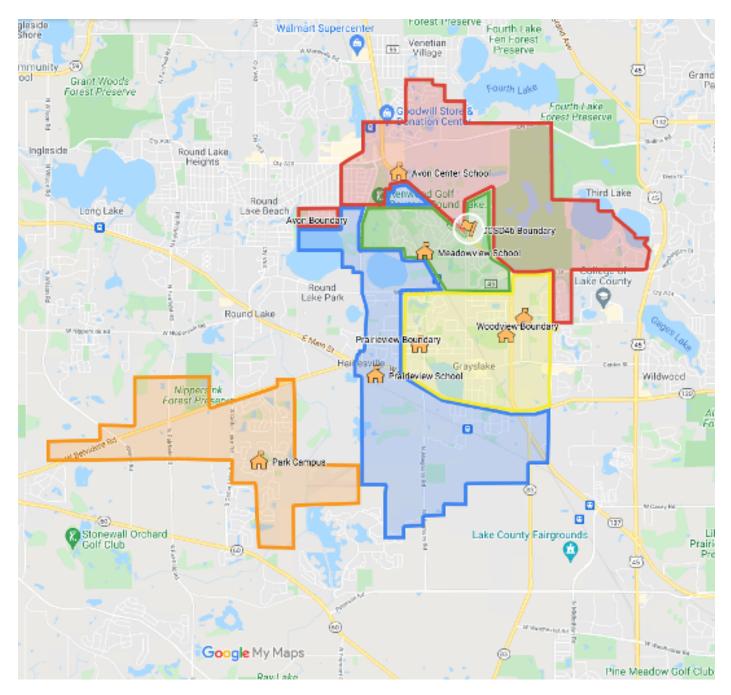
18. Each vendor shall include with his/her proposal a current brochure and detailed specifications of their services.

19. If vendor/contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Vendor/Contractor or an assignment for the benefit of creditors is made by Vendor/Contractor, the School District may cancel this contract without liability except for work previously completed in accordance with the terms, conditions, and specifications contained herein.

20. No recap of the quote summary will be mailed. Any interested party may examine the summary in the business office during normal business hours after the contract has been awarded. If a copy is requested by any party, it will be supplied to the interested party at a cost of .40 cents per page.

#### **Schools and Addresses**

Avon Center School - 1617 IL-83, Round Lake Beach, IL 60073 Meadowview School - 291 Lexington Ln, Grayslake, IL 60030 Frederick School - 595 Frederick Rd, Grayslake, IL 60030 Grayslake Middle - 440 Barron Blvd, Grayslake, IL 60030 Prairieview School - 103 E Belvidere Rd, Hainesville, IL 60030 Woodview School - 340 N Alleghany Rd, Grayslake, IL 60030 Park Campus - 400 W Townline Rd, Round Lake, IL 60073



### Current Services Provided:

School	Туре	# of Containers	Size/Type of Container	Frequency of Removal	Service Type
Avon Center School	Waste	1	6 yd.	5 x week	Commercial Service
	Recycling	1	6 yd	1 x week	Commercial Recycling
Grayslake Middle School	Waste	1	6 yd	5 x week	Commercial Service
	Recycling	1	6 yd	1 x week	Commercial Recycling
Frederick School	Waste	1	6 yd	5 x week	Commercial Service
	Recycling	1	6 yd	1 x week	Commercial Recycling
Meadowview School	Waste	1	6 yd	5 x week	Commercial Service
	Recycling	1	2 yd	1 x week	Commercial Recycling
Prairieview School	Waste	1	6 yd	5 x week	Commercial Service
	Recycling	1	6 yd	1 x week	Commercial Recycling
Park Campus	Waste	1	8 yd	5 x week	Commercial Service
	Recycling	1	6 yd	1 x week	Commercial Recycling
Woodview School	Waste	1	6 yd	5 x week	Commercial Service
	Recycling	1	4 yd	1 x week	Commercial Recycling

### Bid Sheet A:

School	Туре	# of Containers	Size/Type of Container	Frequency of Removal	Service Type	Year 1 (Base Cost \$)	Year 2 % Increase	Year 3 % Increase
Avon Center School	Recurring	1	8 yd. Waste	5 x Week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycle			
Grayslake Middle School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Frederick School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Meadowview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	4 yd. Recycle	2 x week	Commercial Recycling			
Prairieview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Park Campus	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Woodview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	4 yd. Recycle	2 x week	Commercial Recycling			
					Total Annual Cost	\$	%	%

### Bid Sheet B (Alternate):

School	Туре	# of Containers	Size/Type of Container	Frequency of Removal	Service Type	Year 1 (Base Cost \$)	Year 2 % Increase	Year 3 % Increase
Avon Center School	Recurring	1	8 yd. Waste	5 x Week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycle			
Grayslake Middle School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
	Recurring	1	95 gal. ComYard Waste	1 x week	Comyard Waste			
Frederick School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Meadowview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	4 yd. Recycle	2 x week	Commercial Recycling			
Prairieview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
Park Campus	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	6 yd. Recycle	2 x week	Commercial Recycling			
	Recurring	1	95 gal. ComYard Waste	1 x week	Comyard Waste			
Woodview School	Recurring	1	8 yd. Waste	5 x week	Commercial Waste			
	Recurring	1	4 yd. Recycle	2 x week	Commercial Recycling			
					Total Annual Cost	\$	%	%

#### **CERTIFICATIONS**

The undersigned hereby certifies that the Bidder, nor any of its partners, officers, or others of its business is barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 2012.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby certifies that the Bidder/Contractor will provide a drug free workplace in compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby certifies that the Bidder/Contractor is and will remain in compliance with all anti-discrimination and policies laws, policies, and regulations, including the Equal Employment Opportunity Clause, as well as the Sexual Harassment Policy; Drug, Alcohol & Smoke Free Campus policy; Sex Offenders policy; and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby certifies that all products sold/leased to Community Consolidated School District 46 are in full compliance with Federal, State and Local laws in relation to health and safety requirements for public schools.

Printed Name of Bidder

Submitted by Signature

The undersigned hereby agrees to the **Delivery Date** as stated in this invitation to bid.

Printed Name of Bidder

Submitted by Signature

# **COMPANY INFORMATION**

Company/Contractor Bidding:

Company\_\_\_\_\_

Agent\_\_\_\_\_

Address

Phone

Number of years company has been in business:

## **REFERENCES**

1.)

School Name	Address, City, Zip
Contact Person	Phone
2.)	
School Name	Address, City, Zip
Contact Person	Phone
3.)	
School Name	Address, City, Zip
Contact Person	Phone

## **Bid Submission Checklist**

- Certification Signature Pages
- \_\_\_\_\_ Bid Sheet(s)
- \_\_\_\_\_ References
  - Proof of Insurance
  - Equipment & Service Brochure
    - Bid Due Date: 3/15/2023, 10:30 a.m.

#### Return bid documents to:

Community Consolidated School District 46 Chris Wildman, Assistant Superintendent of Finance / CSBO 565 Frederick Road Grayslake, IL 60030

#### GARBAGE, RECYCLE AND COMPOST SERVICES CONTRACT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the Board of Education of Community Consolidated School District 46, Lake County, Illinois ("District"), and \_\_\_\_\_\_ ("Bidder") (collectively referred hereto as "the Parties").

WHEREAS, District has requested public bids for garbage, recycle and compost services ("Services");

WHEREAS, Bidder has submitted a bid for the provision of the Services; and

**WHEREAS**, District desires to enter into this Agreement with Bidder to provide the Services in accordance with the Bid Documents.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. <u>Duration of Contract.</u> This Agreement shall be effective for three (3) years from July 1, 2023, and shall continue in force and effect through June 30, 2026. The Parties may cancel the Agreement at the end of each contract year, given a written notice is received 90 days prior to the expiration of that contract year. The Agreement can be canceled by the District at any time with 60 days written notice. The Agreement can be renewed after the initial three year period on an annual basis upon agreement of both parties and a 60 day written notice, otherwise it will be on a monthly basis.

2. <u>Contract Documents.</u> This Agreement includes all of the Bid Documents, as well as Bidder's bid submission.

3. <u>Compensation</u>. Bidder shall provide all services as awarded by District and shall be compensated as provided in the Bid Documents.

4. <u>Complete Understanding.</u> This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

5. <u>Amendments</u>. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the date(s) set forth below.

#### BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 46, LAKE COUNTY, ILLINOIS

#### BIDDER

By:	By:
Its:	Its:
Date:	Date:
ATTEST:	ATTEST:
By:	By:
Its:	Its:
Date:	Date: