



CHAMPAIGN PARK DISTRICT

September, 2021

Dear Potential Bidder:

The Champaign Park District is requesting bids for waste collection services at various locations throughout the District. Enclosed is a copy of the bid information.

Sealed bids shall be delivered or mailed to Bret Johnson, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821 **by 1:00 p.m. prevailing time on Tuesday, September 28, 2021**. Sealed bid packets shall be clearly marked with the words: “**Sealed Bid: Waste Services**”, along with the bidder’s name and address, on the outside of the envelope.

When submitting your sealed bid, please make sure to enclose the following:

1. Bid Forms (page 6 & 7)
2. Commitment to Engage in Affirmative Action Practices (page 8)
3. Affirmative Action Contractor’s Compliance Report (pages 9 & 10)

If you are not interested or unable to bid on this service please respond stating you will not be submitting a bid.

If you have any questions regarding the services, or any of the enclosed information please contact me at 217-819-3850, 7:30 a.m. to 4:00 p.m., weekdays, or bret.johnson@champaignparks.com

Sincerely,

Bret Johnson
Assistant Director of Operations

Enc.

Champaign Park District

706 Kenwood Road
Champaign, Illinois 61821-4112
217.398.2550 Phone
217.355.8421 Fax
www.champaignparks.org

Park Commissioners

Craig W. Hays
Barbara J. Kuhl
Timothy P. McMahon
Kevin J. Miller
Jane L. Solon

Officers

Jarrod Scheunemann, *Secretary*
Guy C. Hall, *Attorney*
Brenda Timmons, *Treasurer*
Joseph C. DeLuce, *Executive Director*

Champaign Park District: Request for Bids – Waste Collection Services

SECTION I. INSTRUCTIONS TO BIDDERS

- 1.01 Invitation to Submit Bid: The Champaign Park District is requesting bids to furnish all labor, material, supplies, and equipment for **waste collection services** as outlined in the specifications, for a three (3) year period.
- 1.02 Definition of Parties: The Champaign Park District will hereinafter be referred to as the “District” and/or “Owner.” Respondents to the RFB shall be referred to as “Bidders.” The Bidder to whom the contract is awarded shall be referred to as the “Contractor” and/or “Vendor”.
- 1.03 Submission: Sealed bids shall be delivered or mailed to **Bret Johnson, Champaign Park District, 706 Kenwood Road, Champaign, Illinois 61821, no later than 1:00 p.m. prevailing time on Tuesday, September 28, 2021** at which time bids will be opened and publicly read aloud. Late bids and facsimile copies will not be accepted.
- 1.04 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions, and specifications. Failure to do so will be at the bidder’s risk and they cannot secure relief on the plea of error.
- 1.05 Preparation of Bid: All bids shall be submitted on the bid form (Pages 6 & 7) and accompanied by requested information including the Champaign Park District Commitment to Engage in Affirmative Action Practices forms (Pages 8-10). All blank spaces shall be properly filled in, in ink or typewritten, in both words and figures, and with no other conditions, changes, erasures or interlineations. Bids shall be signed and executed by a principal duly authorized to make contracts.
- Bids shall be enclosed in an envelope sealed and clearly marked with the words: “**SEALED BID: WASTE SERVICES**”. The Bidder shall put their name and address on the outside of the envelope. The District shall not be responsible for the premature opening of bid envelopes, which are not properly filled out in accordance with the instructions.
- 1.06 Award: The District will award this bid to the lowest responsible bidder if all other requirements are satisfactorily met. The District reserves the right to reject any and all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the District. The District reserves the right to waive minor irregularities and technicalities. A bid may be rejected if it is in any way incomplete or irregular.
- 1.07 Withdrawal: Bidder may make a written request to modify or withdraw the offer at any time prior to the opening. Bids may not be modified after submittal or withdrawn or modified after bid opening. Withdrawal of bids will be allowed if award of contract has been delayed more than 60 days, after date of actual bid opening.
- 1.08 Bid Rigging or Bid Rotating: The Bidder by affixing his or her signature to the bid, certifies that he/she has not been barred from being awarded a contract with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- 1.09 Protest: If Bidder objects to any provision of the bid, believes the District improperly rejected its offer, or believes the selected offer is not in the District’s best interests, Bidder may submit a written protest within five (5) days after the opening. The District will consider only written protests that are properly and timely filed with the District. The District will issue a written decision and that decision is final.
- 1.10 Inquiries: Questions and comments regarding this solicitation should be directed to **Bret Johnson, Assistant Director of Operations**, at Bresnan Meeting Center, 706 Kenwood Road, Champaign, Illinois 61821 or by calling 217-819-3850 or by email at bret.johnson@champaignparks.com. Written answers to questions of a general nature or which would affect the solicitation will be provided to all eligible Bidders. Only written answers to the questions shall be binding.

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- 1.11 Compliance or Deviation to Specifications: Bidder hereby agrees that the equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions for Specification", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive.
- 1.12 Compliance with Ordinances and Statutes and Notice of Special Conditions: Every Bidder shall comply with the requirements of the Affirmative Action requirements of the Champaign Park District and must ensure that any subcontractor used shall comply with all statutory requirements pertaining to prevailing wages, Illinois Fair Employment Act, Equal Opportunity regulations, and other State or Federal aid regulations applicable to the contract.

SECTION II. GENERAL INFORMATION

- 2.01 Payments: Contractor shall submit invoice to the District (ATTN: Accounts Payable) by the 1st Friday of the month. Payment will be monthly after Board approval of the bills, which is the 2nd Wednesday of each month.
- 2.02 Taxes: The District is exempt from any taxes imposed by State and/or Federal Government. Exemption certificates will be provided upon request.
- 2.03 Assignment and Subcontracts: The Contractor shall not assign this contract or any part thereof without written consent of the District, nor shall the Contractor award any work under this contract to any subcontractor without prior written approval from the Director of Operations or the Executive Director. Nothing contained in the contract documents shall create a contractual relation between any subcontractor and the Owner.
- 2.04 Independent Contractors: Notwithstanding any other provision of this Agreement, the relationship between Park District and The Contractor is, and shall remain, one of independent contractors. Nothing in this Agreement shall be construed to establish a relationship of employer/employee, partners or joint venturers between the Parties. In addition, The Contractor may from time-to-time hire person(s) to perform labor and other services for it, and any such person(s) shall not be construed to be an employee of or contractor with the Park District in any manner whatsoever. Furthermore, The Contractor does hereby acknowledge its obligations and shall remain responsible for the payment of all withholdings, insurance or other amounts as may be required by law in connection with its hiring or contracting with any such person(s), and shall in all respects hold Park District harmless from and indemnify it for the payment of any such amounts.
- 2.05 Hold Harmless and Indemnification: Park District shall indemnify, defend and hold harmless the Contractor and any of its directors, officers, employees, agents, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against The Contractor that arises solely from an act, failure or omission on the part of Park District or any of its commissioners, officers, employees, agents, volunteers and representatives in carrying out of the terms of this Agreement.

The Contractor shall indemnify, defend and hold harmless the Park District and any of its commissioners, officers, employees, agents, volunteers, and representatives from and against any and all liability, loss, costs, causes of actions, demands, attorney's fees, expenses, claims, suits and judgments of whatsoever kind and character, including without limitation, all possible costs of responding to demands, in whatever form that may take, with respect to any claim made against the Park District that arises solely from an act, failure or omission on the part of The

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Contractor or any of its directors, officers, employees, agents and representatives in carrying out of the terms of this Agreement.

- 2.06 Insurance: The Contractor shall keep in full force and effect at all times during this Agreement a comprehensive general liability insurance policy, with contractual liability coverage, with minimum limits of not less than \$2,000,000 per occurrence and \$2,000,000 annual aggregate together with property damage insurance of not less than \$2,000,000. All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best and Co. and shall be reasonably satisfactory to Park District. All insurance coverage provided by The Contractor shall be primary insurance as to Park District. Any insurance or self-insurance maintained by Park District shall be in excess of The Contractor's insurance and shall not contribute with it. The Park District, its commissioners, officers, employees, agents, representatives, and volunteers shall be covered as additional insured's under the general liability coverage which shall contain no special limitation on the scope of protection afforded to the additional insured's, and shall contain appropriate extensions or riders necessary to assure coverage. The policy shall not be cancelled or amended without at least ten (10) days prior written notice having been given to the Park District. Cancellation of any such coverage without a substitute policy containing the required coverage's being put in force, shall be grounds for the Park District to immediately terminate this Agreement with no further rights afforded The Contractor. At its option, Park District may continue such insurance at its cost and obtain reimbursement and repayment thereof from The Contractor. In such event, The Contractor shall pay the amount due within ten (10) days of payment by Park District. The Parties acknowledge that The Contractor may from time to time change insurers; provided that, the Park District shall be provided with a certificate of such insurance otherwise conforming to and in compliance with the terms hereof, promptly upon such change.

The Contractor shall provide a certificate of such insurance as may be applicable from time to time, listed below, at the time Agreement is signed and annually thereafter. Note that all limits of liability for insurance shall be not less than the following amounts, and must be greater where required by other laws or regulations and must be insured on an "occurrence" basis and not on a "claims made" basis:

- A. Workers' Compensation :
 - 1. State Statutory
 - 2. Applicable Federal Statutory
 - B. Comprehensive General Liability:
 - 1. Bodily Injury (including completed operation and products liability) and Property Damage: \$2,000,000 Each Occurrence, \$2,000,000 Annual Aggregate or a combined single limit of \$2,000,000
 - 2. Property damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.
 - 3. Contractual Liability (Hold Harmless Coverage): Bodily Injury: \$2,000,000
 - 4. Each Occurrence Property Damage: \$2,000,000
 - 5. Each Occurrence \$2,000,000 Annual Aggregate
 - C. Comprehensive Automobile Liability:
 - 1. Bodily Injury: \$2,000,000 Each Person and \$2,000,000 Each Occurrence
 - 2. Property Damage: \$500,000 Each Occurrence or combined single limit of \$500,000
- 2.07 Contract Modification and Amendment: The parties may adjust the specific terms of this contract (except pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Champaign Park District. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.08 Cancellation/Termination: If the Contractor defaults in its agreement to the Champaign Park District's satisfaction, or in any other way fails to provide service in accordance with the contract

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terms, the Champaign Park District shall promptly notify the Contractor of such default and the Champaign Park District may take whatever action it deems necessary to provide alternative services and may, at its option, immediately cancel this contract with written notice. Except for such cancellation for cause by the Champaign Park District, either the Champaign Park District or the Contractor may terminate this contract by giving thirty (30) day's advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods and services per the terms of the Contract, during the notification period.

2.09 Sexual Harassment Policy: Vendor certifies that is has a written sexual harassment policy that includes the following information:

- A. The illegality of sexual harassment.
- B. The definition of sexual harassment under State Law.
- C. A description of sexual harassment utilizing examples.
- D. The Vendors internal complaint process including penalties.
- E. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and Equal Employment Opportunity Commission.
- F. Protection against retaliation against a person because he or she has opposed that which he or she reasonably and in good faith believes to be sexual harassment or because he or she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceedings or hearing under the Illinois Human Rights Act or any other civil rights statute.

A copy of the policies shall be provided to the District upon request.

SECTION III. SCOPE OF SERVICES AND TERM AND CONDITIONS

3.01 Term of Agreement: The term of the agreement shall be for a firm, fixed price for a three (3) year period, from November 1, 2021 through October 31, 2024.

3.02 Contractor Requirements:

- Owner assumes no responsibility for any damage or destruction that may occur to the dumpsters, and shall be held blameless for any vandalism that may occur.
- The exact location of the dumpsters at each area shall be mutually agreed upon by the Assistant Director of Operations or designee and Contractor.
- Units must be kept in good, clean condition and no more than 3 years old. If and/or when debris is stuck in the bottom, units shall be cleaned or replaced with a new one.
- Contractor will provide replacement dumpsters as needed or if requested by the District at no cost to the District.
- All dumpsters shall have all required OSHA safety notifications and contractor contact information posted on the side of each container.
- Contractor shall empty all units in a timely manner based on the charts that follow.
- Contractor shall provide a 6 day a week pickup service between the hours of 6:00 a.m. and 5:00 p.m.

3.03 Transportation Charges: Prices will be considered to include all charges for transportation and fuel.

3.04 Appropriation Contingency: The Contractor and the District recognize that the continuation of any contract after the close of any given fiscal year of the District, (fiscal year ends on April 30 of each year) shall be subject to approval of the budget of the District providing for or covering such contract item as an expenditure therein. The District does not represent that said budget item will be actually adopted, said determination being the determination of the Board of Commissioners at the time of the adoption of the budget.

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SECTION IV. LOCATIONS

4.01 Quantity, Size and Pick Up: The tables below contain the site locations, desired size, and days and times for pick up.

Sholem Pool – 2205 W. Sangamon Dr., Champaign, IL

Description	Quantity & Size	Pick up
Dumpsters are located in a block wall enclosure located on the service drive on the south side of the Sholem Aquatic Center. Dumpsters are needed starting the 2 nd week in May through the 2 nd week in September.	(2) - 2 yard dumpsters	3 times weekly – Monday, Thursday, & Saturday (mid May – mid September)

Prairie Farm (Centennial Park) – 2202 W. Kirby Ave., Champaign, IL

Description	Quantity & Size	Pick up
This dumpster is needed for waste that is produced by the farm animals. Dumpster is needed starting the 2 nd week in May through the 2 nd week in August.	(1) - 6 yard front load	2 times weekly (mid May – mid August)

Hays Recreation Center – 1311 W. Church St., Champaign, IL

Description	Quantity & Size	Pick up
Dumpster is located on Sabin Ave. Unit shall have a closable lid.	(1) - 2 yard rolling	1 time per week – Thursday

Virginia Theatre – 203 W. Park Ave., Champaign, IL

Description	Quantity & Size	Pick up
Dumpster is located in the alley behind the theatre. Unit shall have a closable lid.	(1) - 3 yard rolling	3 times weekly – Monday, Wednesday, & Friday

Springer Cultural Center – 301 N. Randolph St., Champaign, IL

Description	Quantity & Size	Pick up
Dumpster is located on the north side of the facility. Unit shall have a closeable lid.	(1) - 2 yard rolling	2 times weekly – Tuesday & Friday

Martens Center – 1515 N. Market St., Champaign, IL

Description	Quantity & Size	Pick up
Dumpster located on the west side of the facility in an enclosure. Units shall have closeable lids. Center is under construction and will be open in May 2022	(2) - 3 yard rolling	2 times weekly – Tuesday & Friday

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SECTION V. BID FORM

Bidder agrees to supply all materials, labor and equipment required to provide services pursuant to all instructions to bidders, terms and conditions and specifications outlined herein. Bids must include **ALL** costs for delivering, picking up, replacing, landfill or transfer station fees associated for the three (3) year period. No additional fees shall be applied at any time. The contract will be awarded based on the total base bid for permanent dumpsters. **All blank spaces must be filled in.**

Permanent Basic Service Dumpsters

Location	Basic Service Amount (monthly)
Sholem Pool (mid May – mid September, 3 times per week)	\$
Prairie Farm (mid May – mid August, 2 times per week)	\$
Hays Center (year round, 1 time per week)	\$
Springer Center (year round, 2 times per week)	\$
Virginia Theatre (year round, 3 times per week)	\$
Martens Center (year round, 2 times per week)	\$
Base Bid Total	\$

Alternate Bid – Recyclables

Location – 2311 W. John St., Champaign	Basic Service Amount (monthly)
Cardboard – (1) 4yd serviced 1 time per week	\$
#1 & #2 Plastics – (1) 3yd serviced 1 time per week	\$
Alternate Bid Total	\$

Additional Dumpsters (as needed)

Type	Basic Service Amount	Amount per Ton
2 yard rolling	\$	\$
20 yard roll off	\$	\$
.5 yard totes	\$	\$

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I hereby certify that I am duly authorized to sign as a representative for the bidder submitting the attached bid to the Champaign Park District, and that they have read, fully understand, and accept the item detailed in this bid. Signed this _____ day of _____, 2018.

SUBMITTED BY:

Company

Address City Zip

Phone Fax

E-mail

Authorized Agent (please print or type)

Signature of Authorized Agent

FIN or SS #

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SECTION VI: COMMITMENT TO ENGAGE IN AFFIRMATIVE ACTION PRACTICES

A. The undersigned bidder/contractor/supplier/vendor understands and agrees:

It is the policy of _____ (*name of company*) that all applicants for employment and all employees be recruited, hired and assigned on the basis of merit without discrimination because of race, creed, color, national origin, sex, age or disability. The employment practices of this company have been and will continue to be such as to insure that all employees are treated equally and that no distinctions are made in rates of pay, benefits or opportunities for advancement.

Therefore employment of individuals, their assignment to jobs, their transfers and their promotions shall be determined by matching the requirements of an open position with the candidate's skills and qualifications without regard to race, creed, color, national origin, sex, age or disability.

All management and supervisory personnel shall continue to take positive action to insure that all principles and objectives of the affirmative action program are complied with to carry out the provisions of the laws governing non-discrimination in employment.

B. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request written evidence of the effectiveness of the above-required practices, policies and goals.

C. The undersigned bidder/contractor/supplier/vendor understands and agrees: to submit to the District upon request statistical data concerning employee composition or membership composition by race, color, sex, age, disability and job description.

D. The undersigned bidder/contractor/supplier/vendor understands and agrees: to distribute copies of the above commitment (A) to all persons who participate in recruitment, screening, referral and selection of job applicants and prospective job applicants or members.

E. The undersigned bidder/contractor/supplier/vendor understands and agrees: to require any subcontractor to submit to the District a written commitment with whom he/she contracts with in the amount of \$5,000.00/Sub-Contract or \$1,000.00/Supplier/Vendor (per purchase or in accumulated amount in any fiscal year of the District) or more to engage in Affirmative Action practices.

I certify that I have answered all the foregoing questions and provided all the foregoing information correctly and truthfully to the best of my knowledge and ability.

Signature of Authorized Agent

Date

Title

Telephone Number

All information provided the Champaign Park District will be held in strictest confidence.

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SECTION VII: AFFIRMATIVE ACTION CONTRACTOR'S COMPLIANCE REPORT

Part I: Identification

A. Company's main office address: _____

Telephone: _____ Fax: _____

Federal employer's identification number: _____

B. In what capacity would the company do business with the District?
 Contractor Subcontractor Vendor Supplier Other _____

C. Major activity of company (principle product or service). _____

D. Is the company presently pre-qualified to do business with the District or other local and/or state government?
 Yes No *If yes with what agency(ies)?* _____

During the last 12 months has the company performed business with any governmental agency (federal, state, county, municipal, school districts, etc.)?

Yes No *If yes with what agency(ies)?* _____

Part II: Policies and Practices

A. Is the company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, creed, color, religion, national origin, sex, age or disability? Yes No

B. Has the company developed a written affirmative action policy?
 Yes No *If yes, a copy of the policy shall be provided to the District upon request.*

C. Does the company have an affirmative action officer or person responsible for affirmative action?
 Yes *If yes, please complete.* No

Name: _____

Title: _____

Telephone: _____

C. Does the company have bargaining agreements with employee organizations?
 Yes No

If yes, have such organizations been notified of the company's responsibility to comply with the Champaign Park District's affirmative action program? Yes No

Comments: _____

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E. Has the company notified all of its sub-contractors of their obligations to comply with the Champaign Park District's affirmative action program? Yes No

Comments: _____

Part III: Personnel Inventory

Occupations	White		Black		Hispanic		Other	
	Male	Female	Male	Female	Male	Female	Male	Female
Officials & Managers								
Professionals								
Technical								
Sales Workers								
Office & Clerical								
Crafts (skilled)								
Operatives (semi-skilled)								
Laborers (unskilled)								
Service Workers								
Apprentices (blue collar)								
On the job trainees (blue collar)								
On the job trainees (white collar)								
Totals								

The undersigned bidder/contractor/vendor/supplier has analyzed the workforce and submits the following workforce figures. The Champaign Park District will hold all information in the strictest confidence.

Above employee figures were obtained from: Visual check Employment records

Signature of Authorized Agent

Date

Title

Telephone Number