

J. STERLING MORTON HIGH SCHOOL  
DISTRICT #201



BUSINESS OFFICE  
5801 W. CERMAK RD.  
CICERO, IL 60804

**Invitation to Bid For:  
Waste Removal Services**

**Bid Due:  
Friday September 1<sup>ST</sup>, 2023  
10:00 AM**

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J STERLING MORTON HIGH SCHOOL  
DISTRICT #201  
INFORMATION FOR BIDDERS

**Section I**

1. Notice is hereby given that sealed proposals for all labor and material outlined on the attached listing for J. Sterling Morton High School District #201, Berwyn and Cicero, Illinois shall be received at the office of the Manager of Business Services on or before 10:00 A.M. on Friday September 1<sup>st</sup>, 2023. Bids sent by facsimile or email will not be accepted. The School District cannot assume the responsibility for delayed postal deliveries and does not 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.
2. **EXAMINATION OF SPECIFICATIONS:** Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
3. **ADDENDA:** Where additional communication is found to be needed, a written addendum will be issued by the District to all interested parties.
4. **QUALIFICATIONS OF BIDDER:** School District #201 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.
5. The bidder shall furnish all materials and labor required to complete the job to the owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery.
6. The Board of Education of School District #201 reserves the right to reject any or all bids and to waive any informalities or irregularities in bidding and to award the contract in the best interest of the District. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications, which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or the project will be completed in accordance with proposed contract documents.
7. **COMMUNICATIONS:** All communications, requests, questions, and so forth, shall be addressed to the Chief Financial Officer of the Business Services, Christopher Blomquist at [cblomquist@jasmorton.org](mailto:cblomquist@jasmorton.org)
8. **QUOTATIONS AND BIDS:** The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

9. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT: During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions, and drawings and specifications shall prevail over general and special conditions.

10. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, 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 contractor/subcontractor's internal complaint process, including penalties;
- E. the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- F. directions on how to contact the Department and the Commission; and protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.
- G. a copy of these policies shall be provided to the owner or the architect on request.

11. EMPLOYMENT AND PREVAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract and Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum and shall not defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's or any subcontractor's failure to comply with the Prevailing Wage Act.

12. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

CONTRACTOR'S INSURANCE

The contractor shall keep in force at all times during the performance of this contract insurance herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with certificates of insurance in duplicate stating that such policies will not be canceled, transferred, non-renewed, modified or terminated without thirty (30) days prior written notice to the owner. The contractor shall not allow any sub-contractor to commence work on any subcontract until similar insurance required of the sub-contractor as required by this contract has been obtained, approved and certificates furnished. All insurance shall be in the form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.

A. Compensation Insurance

Workman's compensation insurance with limits as prescribed by the laws of the State of Illinois and employer's liability insurance with minimum limits of \$100,000

B. Comprehensive General Liability Including Contractual Liability Insurance:

Contractor shall maintain comprehensive general all-risk liability insurance, including contractual liability insurance covering the liability of the contractor under the "Hold Harmless and Indemnification provision herein, and "explosion, collapse and underground" insurance in at least the following limits:

Bodily Injury, including Accidental Death:

Each occurrence                      \$1,000,000

Aggregate                              \$1,000,000

Property Damage Liability: Each occurrence                              \$1,000,000

Aggregate                              \$1,000,000

C. Comprehensive Automobile Liability Insurance:

Contractor shall maintain comprehensive automobile liability insurance covering all vehicles incident to the contractor's work, whether at the site or elsewhere, in at least the following limits:

Bodily injury:

Each person    \$1,000,000

Each accident    \$1,000,000

Property Damage Each Occurrence \$1,000,000

D. In addition to the minimum limits stated above, the contractor shall increase his limits with an umbrella policy with at least a \$ 5,000,000 limit.

The contractor shall have the following obligations regarding insurance coverage for the work under this Contract:

1. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insured with respect to all claims arising out of operations by or on their behalf. If additional insured have other applicable insurance coverage, that coverage shall be regarded as on an excess or contingent basis.
2. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insured and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
3. Under no circumstances shall District 201 be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - A. allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance
  - B. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received
- E. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by District 201 in excess of policy limits or not covered by the policies purchased.
- F. The Contractor shall promptly notify District 201, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract when the Contractor knows the potential claim.
- G. The Contractor shall provide insurance in compliance with a best insurance rating of A, 8 or better.

13. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless, the owner, their officers, employees, servants, and agents, from and against all claims, actions, suites, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees arising out of:

- A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents, and servants) or damage to or destruction of any property, including the loss of use thereof:

Caused in whole or in part by any act, error or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether it is caused in part by a

party to be indemnified hereunder arising directly or indirectly out of the presence of any person on or about any part of the project site or the streets, sidewalks and property adjacent thereto arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

C. Mechanics lien claims by subcontractors hired by contractors to do work on the project contracted for between owner and contractor, where owner has made payments for the work done and said subcontractor is listed in the general contractor's affidavit.

14. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding regarding the items listed for bidding will be entertained from either party.
15. 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.
16. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.
17. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.
18. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.).  
Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.
19. The successful bidder must enter into the agreement in the form included in the Bid Document.



J. STERLING MORTON HIGH SCHOOL DISTRICT 201  
5801 W. CERMAK RD.  
CICERO, IL 60804

**SECTION II**

Sealed bids as requested in section I of these specifications are for:

**WASTE REMOVAL SERVICE AT 6 LOCATIONS:**

**MORTON DISTRICT OFFICE - 5801 W. CERMAK RD. CICERO – 2 YARD X2 WEEK**

**MORTON WEST HIGH SCHOOL - 2400 HOME AVE BERWYN – 33 YARD COMPACTOR ON CALL**

**MORTON EAST HIGH SCHOOL - 2324 S. AUSTIN BLVD CICERO – 30 YARD COMPACTOR ON CALL**

**MORTON ALTERNATIVE HIGH SCHOOL - 1874 S. 54<sup>TH</sup> AVE CICERO – 6 YARD X2 WEEK**

**MORTON FRESHMAN CENTER - 1801 S 55<sup>TH</sup> AVE CICERO – 25 YARD COMPACTOR ON CALL**

**MORTON TRANSITION CENTER - 5041 W. 31<sup>ST</sup> CICERO – 2 YARD X1 WEEK**

Due on or before 10:00 A.M. on Friday, September 1, 2023, at the District Business Office located at 5801 W. Cermak Rd. Cicero IL 60804 to the attention of:

Christopher Blomquist, CFO  
Chief Financial Officer/CSBO  
[cblomquist@jasmorton.org](mailto:cblomquist@jasmorton.org)

## SPECIFICATIONS FOR WASTE REMOVAL SERVICES

The Vendor/Contractor shall:

1. Provide refuse (waste/ trash) removal service at six (6) locations for a three-year term with an option for two additional one-year renewals upon J. Sterling Morton High School District 201's acceptance and satisfaction of the vendor's prior year's performance and service. The terms of the agreement for refuse removal service shall be from January 1, 2024, through June 30, 2026. Renegotiations of the price charged to J. Sterling Morton High School District 201 in subsequent years of the agreement must not exceed the Consumer Price Index (CPI) Annualized Rate for December of the current school year. Before price increases can be implemented, the Vendor/Contractor shall document through cost analysis the need for such an increase.
2. Provide all the appropriate containers and carts necessary to fulfill contract obligations.
3. Pick up all excess refuse left outside of containers. District employees will not be responsible for any separation of combustible or noncombustible items.
4. Utilize clean, well-maintained equipment solely dedicated for collections and transportation of recycled materials to prevent contamination.
5. At all times observe and comply with all laws, ordinances, regulations, and codes of the federal, state, county, and other local government agencies, which may in any manner affect the performance of the contract.
6. Not involve a "third party" or sub-contractor in the contractual program except for production of containers without approval from District 201.
7. If awarded the contract, provide a Coordinator to work with the school District on all billing and service matters.
8. Incorporate in a bid proposal a schedule for all pick-ups if the schedule is different from those named herein. Equipment, number of pick-ups, and identified kinds of pickups are to remain as stated herein for bidding purposes. Only days of the week may be subject to change from those already stated. District 201 shall take the revised schedule by Bidder into consideration during the evaluation process as to whether it will meet the District's needs. Any such decision shall be final.
9. All additional fees must be clearly identified on the Refuse Schedule or the Bid Proposal Form. Absolutely no additional fees included on an invoice shall be paid if not included as part of the bid. No additional "Administrative Fee" shall be applied to any subsequent invoices that result from the bid award.

J. STERLING MORTON HIGH SCHOOL DISTRICT 201  
5801 W. CERMAK RD.  
CICERO, IL 60804

**Section III**

**VENDOR INFORMATION SHEET**

Vendor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Return Bid in Sealed Envelope Marked: Waste Removal Services**

**Addressed to:** Christopher Blomquist  
CFO  
J. Sterling Morton High School  
5801 W. Cermak Rd  
Cicero, Il 60804

**All Bids Due: 10:00 a.m. CST – September 1, 2023**

**NON-COLLUSION AFFIDAVIT**

STATE OF ILLINOIS

)  
) SS.  
)

COOK COUNTY

The undersigned bidder or agent, being duly sworn, on oath that (s)he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

(S)He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

\_\_\_\_\_  
*Bidder or Agent*

For \_\_\_\_\_  
*Firm or Corporation*

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023

My Commission Expires: \_\_\_\_\_

Signature of Notary Public: \_\_\_\_\_

**CERTIFICATION**

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

\_\_\_\_\_  
*Signature*

**VENDOR'S CERTIFICATIONS**  
**Illinois Drug-Free Workplace Act**

BUSINESS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_, 2023

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

**ILLINOIS DRUG-FREE WORKPLACE ACT**

The undersigned contractor hereby certifies (check the one that applies):

\_\_\_\_ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313).

\_\_\_\_ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313) that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name of Signer)

\_\_\_\_\_  
(Typed or Printed Title of Signer)

ATTEST:

\_\_\_\_\_  
(If a corporation)

\_\_\_\_\_  
(Typed or Printed Name of Signer)

\_\_\_\_\_  
(Typed or Printed Title of Signer)

\_\_\_\_\_  
Date

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

\_\_\_\_\_ (Contractor), does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human rights Act.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## Submittal Check List

Remember to submit the following items with your bid.

- Page 13 Vendor Information Sheet
- Page 14 Non-Collusion Affidavit signed and notarized.
- Page 14 Certification signed.
- Page 15 Vendor's Certifications for Illinois Drug Free Workplace Act signed by representative and Attest.
- Page 16 Certificate of Compliance with Illinois Human Rights Act
- Bid Reply Sheet completed