



**Waste Disposal & Recycling Services Bid
Bid# 01-25**

**Bid Due: Tuesday, November 5, 2024 at
1:00 p.m.**

Freeport School District #145
Administrative Center
501 East South Street
Freeport, IL 61032

Freeport School District #145
PUBLIC BID NOTICE

01-25

WASTE DISPOSAL AND
RECYCLING SERVICES

Notice is Hereby Given that the Board of Education, Freeport School District No.145 will receive bids for Waste Disposal and Recycling Services. Sealed bids will be accepted up to but not later than **1:00 p.m. CST, Tuesday November 5, 2024**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the office of Facilities and Grounds at 2037 W. Galena Ave., Suite A., Freeport IL. 61032, on Tuesday November 5, 2024. All sealed bids are to be mailed/delivered to the office of Facilities and Grounds at 2037 W. Galena Ave., Suite A., Suite A., Freeport IL. 61032. There is no mandatory pre-bid meeting.

Bid packets are available at the Facilities and Grounds office at 2037 W. Galena Ave., Suite A., Freeport, IL 61032 and online at <https://www.fsd145.org/Page/3283>.

All bids are to be enclosed in a sealed envelope clearly marked "Bid # 01-25 – Waste Disposal and Recycling Services", and should be delivered to:

Attention:
Director of Facilities and Grounds
Freeport School District No.145
2037 W. Galena Ave., Suite A
Freeport, Il 61032

FREEPORT SCHOOL DISTRICT #145
501 E. SOUTH ST.
FREEPORT, IL 61032

Waste Disposal & Recycling Services Bid

List of Attached Bid Forms:

Section I - Invitation to Bid

Section II – Background, General Instructions, Terms, and Conditions for all bids

Section III – Instructions to bidders

Section III – Other General Conditions

Section IV – Bid Specifications.

Section V – Bid Form and Bid Compliance Forms.

Freeport School District #145
Administrative Building
501 E. South St.
Freeport, IL 61032
815-232-0585

SECTION I - BACKGROUND

INVITATION TO BID

The Board of Education for the Freeport School District #145 will receive bid proposals for Waste (Trash) Disposal and Recycling services as described herein and subject to the conditions hereinafter stipulated until 1:00 p.m., November 5, 2024, at which time they will be publicly opened and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or 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 deadline. Bids received after the time specified in this Invitation to Bid will not be considered.

All bids are to be enclosed in a sealed envelope clearly marked "Sealed Bid-Waste and Recycling Services," and should be delivered to:

Attention:
Director of Facilities and Grounds
Freeport School District No.145
2037 W. Galena Ave., Suite A
Freeport, Il 61032

For information regarding this bid specification or bid opening, please contact Mr. Justin Pasch at justin.pasch@fsd145.org.

The Board of Education reserves the right to reject any or all bids or parts thereof, or waiver any irregularities or informalities. All bidders must comply with applicable Illinois law requiring the payment of prevailing wages by all contractors working on public works. Successful bidders may be required to provide certified payroll to the district upon request. Bidders must comply with the Illinois statutory requirements regarding labor, including equal employment opportunity laws. Selected Vendor(s) are solely responsible

for any damages to public and or private property that is a result of any work done. The selected vendor is responsible for any and all permits be it city, county, state or federal. There is not smoking or alcohol allowed on district property.

Bids will be submitted on bid forms provided in the respective bid packets, on or before the specified closing time in an opaque, sealed envelope plainly identified as “Waste Disposal and Recycling”, bids shall be addressed to:

SECTION II- BACKGROUND

A. FREEPORT SCHOOL DISTRICT 145

Freeport School District 145 is located in Stephenson County, approx. 105 miles west of Chicago and serves the City of Freeport. The District was organized in 1852 and serves grades K-12. The District operates Jones Farrar Magnet School, Black Elementary, Center Elementary, Empire Elementary, Lincoln Douglas Elementary, Carl Sandburg Middle School, Freeport Middle School and Freeport High School.

Freeport School District 145’s mission and core commitments are the following:

Our CORE Commitments:

ACADEMIC EXCELLENCE

High quality public education is the collective work of the entire school district. We want to develop in our students a love for learning, the motivation to take initiative and set goals for themselves, work collaboratively with peers, think critically and make choices that are grounded in healthy living and belief in their potential to achieve great things, and the desire to give back to their community. We also recognize that environmental conditions that promote success along the developmental and learning continuum include support for positive, trusting relationships, a sense of belonging and purpose, physical and emotional safety, and developing emotional connections.

OPERATIONAL EFFICIENCY

Being good stewards of our resources is our obligation to our taxpayers. Ensuring that we have in place mechanisms for departments to manage performance and set achievable goals for business and finance, human resources, and technology that puts our district on a solid financial footing and mitigates risks, provides sustainable resources for our schools. We will be smart in utilizing federal, state, and local grants to align school and district improvement plans and yield results for students. Our capital improvement plan in the next five years will guarantee the upkeep and modernization of our facilities in order to provide students with the best learning environments.

COLLECTIVE IMPACT

We value parent and community engagement, building trust with the community, extracurricular programs, electives and before and after-school programming. We will embrace transparency in how we communicate with the community and welcome feedback from parents, students, the

community, and employees. We will work together through a continuous improvement process. The education of children cannot be done in isolation. It takes collective effort to have a collective impact on student achievement.

B. PROCUREMENT SCHEDULE

The schedule for procurement is as follows:

October 18, 2024 Public Notice
November 5, 2024 Public Bid Opening 1:01 p.m.
November 19, 2024 Recommendation to Award Bid

SECTION III INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

Bid shall be submitted in a sealed envelope properly marked "SEALED BID-WASTE DISPOSAL AND RECYCLING," with the date, and time of the bid opening and delivered to Mr. Justin Pasch, Director of Facilities and Grounds on or before the time scheduled for the bid opening. No telephonic bid, facsimile or electronic bid will be accepted.

Each Contractor shall submit his proposal only on the bid forms provided (or an exact facsimile thereof). Failure to do so shall be cause for rejection. Two copies of the bid should be completed and returned. All bids shall be submitted with each space properly completed. Bidders will be held strictly to the bids was submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a bidder will be construed as an indication that he is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.

Correspondence shall be addressed to Mr. Justin Pasch, Director of Facilities and Grounds. All questions must be submitted in writing via email to justin.pasch@fsd145.org before 12:00 p.m. on, Thursday, October 31, so necessary addenda can be delivered. All bidders must supply an email address for the delivery of any Addenda.

Freeport School District 145 will be referred to as "The School District", "School

District 145" or the "Purchaser" throughout the remainder of this document. Any person or entity submitting a bid, and the successful bidder, will be referred to as "Bidder," "Contractor," or "Vendor".

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. The Bidder assumes the risk of any delay in the handling or delivery of mail. Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids. Bids received after the specified bid opening time shall not be accepted.

No contract shall be assigned or any part of the same subcontracted without the written consent of the Board of Education, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

INSURANCE:

A Certificate of Insurance shall be maintained by the Contractor during the execution of the Contract and until such time as it is complete. The School District shall be issued a copy of this certificate in its name and shall also be named as "Additionally Insured" on said Certificate as shown on sample in this specification. A copy of the actual endorsement showing The School District as additional primary insured is to be supplied to the owner within sixty (60) days of contract award. The total amount of insurance required is \$1,000,000 in all areas with the exception of Workers' Compensation which is to be at \$500,000 and Excess Liability Umbrella Form as shown on Certificate of Insurance which is to be in the amount of \$10,000,000. Any policy of insurance must contain a provision for providing a 30-day cancellation notice to The School District.

PERMITS:

All permits, approvals, and fees required by the State of Illinois and/or local governmental agencies are the responsibility of the Contractor and must be obtained without additional cost to the Owner before work is begun.

ERRORS AND OMISSIONS:

All proposals shall be submitted with each space properly completed. Special attention of Contractors is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and Contractors will be held strictly to the proposals as submitted. In case of a discrepancy between the unit cost and extended total, the unit cost shall prevail. Bids shall be without interlineation or erasures. No telephonic, facsimile or electronic bids or revisions to bids will be considered. Should a Contractor find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, he shall advise Mr. Justin

Pasch, Director of Facilities and Grounds.

District's Director of Facilities and Grounds identified on Page 3 hereof who will issue the necessary clarifications to all prospective Contractors by means of addenda. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. No such requests received after October 31, 2024 12:00 p.m. will be considered. Contractors shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by letter, telegram, facsimile, or in person prior to the time and date established for the opening of bids.

TERM OF CONTRACT:

It is the intent of the Board of Education to award a (3) three-year contract beginning December 1, 2024 continuing through November 30, 2027 with the option to extend for (2) one-year agreements.

COST AND PRICING:

Prices shall be firm for the term of the contract with any price increases explained on the attached bid form. All prices, terms, and conditions must be firm for a period of sixty (60) days from the bid opening date. Prices as stated must be complete for the services offered and shall include all associated costs, including delivery.

Price increases for Year 4 and beyond cannot exceed The Consumer Price Index for: Urban Consumers -ALL annual rate for December of the previous calendar year.

Applicable Taxes:

Bidders shall not include taxes in their quotations from which school districts are exempt; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all Subcontractors to hold the Board of Education entity harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation insurance or benefits.

PAYMENTS AND BILLING:

Payment will be made only after correct presentation of invoices as may be required and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1]. A 2% discount shall apply to payments made within 15 days of the receipt of invoice. Payments of any invoice shall not preclude The School District from making claim for adjustment for any service or item not performed or found not to have been in accordance with the contract specifications. Any recyclable credits shall be applied to monthly billings.

All billing notices must be sent to The School District's Accounts Payable Department. All invoices shall identify the specific item(s) being billed. **PAYMENT WILL NOT BE MADE WITHOUT AN ITEMIZED INVOICE.**

In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W-9 Form on file with The School District **CONTRACT CHANGES/AMENDMENTS:**

This Contract is issued under the authority of the Board of Education who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Board of Education. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Board of Education. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Board of Education. The Board of Education shall not unreasonably withhold approval.

The School District reserves the right at any time to make changes in any

one or more of the following:

Service increases and decreases due to holiday and vacation schedules such as: Summer School (in-session and non-session), Thanksgiving Break, Winter Break, and Spring Break.

Cancel service at a school site if the site closes or relocates.

Request additional service as new schools and centers are opened. The rates for new schools and centers should reflect the fiscal year pricing in effect at the time the new school is or new schools are added to the contract.

If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price, delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidence in writing and approved by the Board of Education prior to the institution of the change.

RISK AND LIABILITY:

Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

Indemnification Property and Injuries: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless The School District and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission or failure to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its agents, its subcontractors, anyone directly or indirectly employed or engaged by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Waste and Recycling Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Contractor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Contractor's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

Third Party Antitrust Violations: The Contractor assigns to the Board of

Education any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

CONTRACT TERMINATION:

Cancellation for Conflict of Interest: The Board of Education may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Board of Education is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the Board of Education determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of The School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Board of Education, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Suspension or Debarment: The Board of Education may, by written notice to the Contractor, immediately terminate this Contract if the Board of Education determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Termination for Convenience: The Board of Education reserves the right to terminate the Contract in whole or in part for convenience at any time without penalty or recourse upon 90 days prior written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Board of Education. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to The School District. The Contractor shall be entitled to receive just and equitable

compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

Termination for Default: In addition to the rights reserved in the Uniform Terms and Conditions, the Board of Education reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Board of Education shall provide written notice of the termination and the reasons for it to the Contractor.

Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Board of Education.

The Board of Education may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the Board of Education for any excess costs incurred by the Board of Education procuring the materials or services.

Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Registered Sex Offender Restriction: The successful bidder agrees that no employee of the Vendor or a subcontractor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on The School District premises or equipment at any time when students are, or are reasonably expected to be, present. The Vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at The School District's discretion.

**Freeport School District #145
Administrative Building
501 E. South St.
Freeport, IL 61032**

SECTION IV- GENERAL CONDITIONS FOR ALL BIDS

The Board of Education reserves the right to reject any or all prices or bids submitted.

All required bid forms must be returned in a sealed, opaque envelope, plainly marked "Waste Disposal and Recycling".

No facsimile bids will be accepted.

The Board of Education reserves the right to return any merchandise or equipment that does not comply with the conditions and specifications.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of testing shall be borne by the Board of Education unless such test proves in non-compliance with the specifications. In that case, the expense will be borne by the contractor.

No decision will be made at the time of bid opening. All bids will be analyzed and a recommendation made to the Board of Education.

Bids will usually be awarded to the lowest responsible bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to determine which selection, in its judgment, best meets the needs, or purposes intended. Such decision shall be final and not subject to recourse.

The bidder's signature on the certification sheet will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to prevailing wages of laborers, preference to citizens of the United States and residence within the State of Illinois and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices commission and the applicable resolutions of the Board of Education. Bidder agrees to comply in all respects with federal, state, and local laws and ordinances pertaining to the bid and the performance of the Contract in the

event the bidder is awarded the bid. Provisions of applicable acts are hereby incorporated by reference and become a part of this proposal and specifications.

The State of Illinois School Codes (Section 33.5) is very explicit in the direction as to the relationship of the parties involved in contracts and transactions. "No member or employee of the Board shall be directly or indirectly interested in any contract, work or business of the district, or in the sale of any article, the expense, price or consideration of which is paid by the district; nor in the purchase of any real estate or property belonging to the district, or which shall be sold by virtue of a legal process at the suit of the district. Whoever violates any provision of the Section shall be guilty of a class A Misdemeanor. (Amended by P.A. 81-1489, 119, eff. Dec. 1, 1980.)

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of ninety (90) days after the date set for the bid opening. Please check the General specifications for any variation of this requirement.

All prices are FOB Freeport School District #145. FOB Freeport, IL is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of manufacture similar to specifications as evidenced by the sample provided. Such items of evidence, along with a sample in sufficient quantity for a definitive test, must be placed in the hands of the Asst. Superintendent of Business or his designee prior to the date and time of the bid opening.

No recap of the bid summary will be mailed. Any interested party, including all bidders, may examine the bid summary after bids have been opened and approved by the Board of Education, awarded and purchase orders issued.

Bid summary will be available at the Freeport School District board office, Monday through Friday from 8:00 am to 4:00pm.

All permits, licenses, or fees required to perform the functions of the contract are the responsibility of the bidder. All work performed shall conform to local, state and federal codes and requirements.

Vendor's signature on the Certification sheet must be an actual signature. A stamped or typed signature will disqualify the bid.

Unless notified otherwise, should no proposal be received, the firm will be subject to being dropped from the following year's bid.

REBATE PROGRAM

The Offeror(s) shall outline, as a separate attachment to their bid, any rebate program offered for the purchase made by the district. Offeror(s) should detail the parameters of this rebate program and provide any other information deemed necessary for the district's evaluation of this rebate program.

For contracts requiring installation or construction, a meeting between the bidder and Director, Facilities and Grounds shall be scheduled within one week of the issuance of a purchase order. The purpose of the meeting shall be to establish a schedule of installation/construction unless a schedule is specifically addressed in the specifications.

For a contract for delivery of materials, an estimated delivery date shall be established within one week of the issuance of a purchase order, unless otherwise specifically addressed in the specifications.

Any questions on bids should be resolved by contacting Justin Pasch, Director of Facilities and Grounds at 815-232-0585 or 815-232-0633.

**Freeport School District #145
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Freeport, IL 61032**

SECTION V- Bid Specifications

Freeport School District No. 145 is seeking services related to waste disposal and recycling.

Bids need to be submitted to the Director of Facilities and Grounds at 2037 W. Galena, Suite A, Freeport, IL, 61032 (815-232-0633) in a sealed opaque envelope clearly marked “Waste Disposal and Recycling” no later than **November 5, 2024**. Bid may be mailed or dropped off. No faxed bids will be accepted.

Bidders must be in good standing with the school district. The school district is exempt from administrative fees, environmental recovery fees, fuel recovery fees and taxes. Total bid price must include ALL materials and labor to complete the task.

GENERAL REQUIREMENTS:

The Contractor shall fully cooperate with the Board of Education to ensure proper and timely removal of waste and recycled materials.

The Contractor shall assign a company representative to oversee The School District's Waste Removal and/or Recycling Removal.

The Contractor shall furnish qualified personnel, products, equipment, supplies and services to perform the services as specified at The School District's sites listed herein. As new schools/sites are built, additional sites will be added to the contract pursuant to the terms of this Agreement.

SPECIFIC REQUIREMENTS:

A. The Contractor shall provide all labor, materials and equipment necessary to provide solid waste (trash) disposal service in conjunction with recycling service at thirteen (13) locations in Freeport School District 145 as indicated in this specification.

Service locations will receive daily, weekly, or biweekly service. Service frequency for each location is indicated on the attached table below.

Location	Address	Type of Container	Qty	Cu Yd	Lifts Per Week
Freeport High School	701 W. Moseley St	Waste	1	4	5

		Waste	1	6	5
		Waste	1	8	5
		Recycle	1	2	1
Freeport Middle School	701 W. Empire St	Waste	1	4	1
		Waste	1	8	5
		Recycle	1	6	1
		Recycle	1	6	1
Blackhawk Elementary School	1401 S. Blackhawk Ave	Waste	1	6	5
		Recycle	1	4	1
Carl Sandburg School	1717 W. Eby St	Waste	1	6	5
		Recycle	1	6	1
Center Elementary School	718 E. Illinois St	Waste	1	6	5
		Recycle	1	4	1
Empire Elementary School	1325 W. Empire St.	Waste	1	6	5
		Recycle	1	4	1
Jones Farrar IB School	1386 Kiwanis Dr	Waste	1	6	5
		Recycle	1	4	1
Lincoln Douglas Elementary School	1802 W. Laurel St	Waste	1	6	5
		Recycle	1	4	1
Taylor Park Elementary School	806 E. Stephenson St	Waste	1	4	Twice Per Month
Administrative Office	501 E South St	Waste	1	2	1
		Recycle	1	4	1
Maintenance Shop	2037 W. Galena Ave	Front Load	1	2	1
		Waste	1	2	1
		Waste	1	6	1
		Recycling	1	2	1
Freeport Alternative High	1330 S. Locust St	Waste	1	2	2
		Recycling	1	2	1
Banks Bergagna	302 W. Exchange St	Waste	1	2	2
		Recycling	1	2	1

Service locations will receive regular service for twelve (12) months of the year as indicated on Schedule A excluding July 4, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day, Martin Luther King Day, President's Day, Good Friday, the Monday after Easter, and Memorial Day. The school calendar for the 2024-2025 school year may be found on the district website.

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

B. The solid waste collection/disposal services cost and the recycling collection cost/recycling net revenue prices shall be listed separately for each category. The School District reserves the right to increase and/or decrease the number and/or size of containers during the term of the contract to fit the ever-changing needs of The School District and the charges therefore will be adjusted pro-rata based on the Contractor's bid. Notice of any changes will require 7 days' notice to the contractor.

C. The Contractor shall provide waste and recycling containers in good conditions with self-closing lids or open tops, at the option of The School District or the individual schools serviced, and mechanized container collection. The location of the refuse and recycling containers will be agreed upon prior to the beginning of service with consideration given to safety, access, convenience, surface, and other factors relating to the performance of this contract.

D. The Contractor shall replace or clean and sanitize all containers on or before the first Institute Day of each school year during the term of the contract.

E. Spillage or refuse of recycled material during pick up shall be the Contractor's responsibility and shall be cleaned up immediately. When spillage of refuse or recycled material is due to overfilling by The School District, the Contractor shall clean up the area immediately and notify the Board of Education of the situation for a recommended solution.

F. The Contractor shall be responsible for any separation of combustible or non-combustible items.

G. The Contractor shall be responsible for keeping containers in good working condition. Containers shall be repaired by providing and installing replacement parts such as wheels, lids, hinges, axles, handles, locks, etc. All containers shall conform to current Federal, State, and OSHA rules and regulations.

H. The Contractor shall be responsible for immediately resetting any container that falls during pick up to its former upright position.

I. The Contractor shall replace any containers that are lost or stolen within (24) hours after notification by the Board of Education.

J. All equipment furnished by the Contractor for use by The School District shall remain the property of the Contractor and The School District shall have no right, title or interest in such equipment under this contract except for the use intended, including reasonable care and protection of property in Contractor's interest.

K. The Contractor shall protect The School District's property from damage or loss. The Contractor shall make good any damage, injury or losses caused by its operations, or those of its employees. If repair or replacement is completed by the Board of Education, the cost of such work shall be deducted from the Contractor's invoice.

L. The Contractor shall utilize only experienced, capable people in the performance of the work. Employees driving the Contractor's vehicles shall at all times possess and carry appropriate Commercial Drivers Licenses issued by the State of Illinois.

M. The Contractor's field employees shall be required to wear a uniform bearing the Contractor's name. Such employees shall additionally bear some means of individual identification such as a nametag or identification card. No employee of the Contractor shall endanger any child, employee, person, property, etc. Upon notification by the Board of Education, the Contractor shall immediately remove from the job any of its employees whose continued employment under this contract is inconsistent with the interest of the Board of Education.

N. The Contractor shall not start refuse or recycling pick up before 6:00 am nor continue collections after 6:00 pm. Noise ordinances for each city shall be adhered to by the Contractor. Pick up times shall not interfere with the starting and ending times of the schools. There should be no weekend service other than as contained in the bid specifications unless authorized by the School District's Director of Buildings and Grounds. The School District will inform the Contractor of acceptable pick-up times.

O. If the Contractor anticipates a situation which may result in failure to provide the scheduled collection, the Board of Education shall be notified. The Board of Education reserves the right to adjust the frequency of services as required to best meet the requirements of The School District. This includes the right to arrange a summer schedule with a decreased number of pick-ups. The Contractor shall report to the contract administrator, within one (1) hour of the start of the collection day, all cases in which severe weather conditions preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

P. The Contractor shall own or have access to a sufficient number of trucks allowing for normal equipment failure and general maintenance without interruption of the scheduled service. The trucks and other equipment must be clearly identified with the name and phone number of the Contractor's local office.

Q. The Board of Education shall, upon receipt of correct invoicing by Contractor, make monthly payments for all The School District pick-ups throughout the school year.

R. The Contractor and Board of Education shall schedule an initial review of the usage and frequency at each building quarterly and annually to establish a corrective action as needed.

S. Waste/Trash Disposal:

- i. Dumpsters shall be uniform in color with uniform locks, and shall have the name and telephone number of the Contractor's local office on each side of the equipment. Dumpsters shall have self-closing lids. The Contractor shall clean and/or exchange dumpsters as required by the Board of Education.
- iii. Within sixty (60) days of the contract award, mark all outside containers, "For School Use Only".

T. Recycling Removal Program:

The Contractor shall provide a single-stream recycling program that allows for commingled recyclables that may include the following:

- a) Paper Products: classroom paper, office paper, colored paper, envelopes with and without windows, folders, brochures, catalogs, pamphlets, post-it notes, index cards, computer paper, construction paper, magazines, newspaper.
- b) Beverage and Food Containers: Aluminum, tin, glass, plastic and steel bottles, jars, cans, and containers. No Styrofoam.
- c) Cardboard: Corrugated cardboard boxes. No covered or wet strength cardboard.
- d) Aseptic Containers: Milk and juice cartons.

All recyclables shall be recycled and not disposed of in a landfill. The Contractor shall notify the Board of Education of the recycling location where recyclables will be unloaded and processed.

The Contractor may offer a price or net revenue gain for commingled recyclables that is practicable and cost efficient. The Contractor shall submit a narrative describing the process which will be used for recycling collection program(s).

The Contractor shall include all recyclable credits in monthly billings. Total monthly billings are to include any and all credits for recyclable materials. Bid Proposal is to state the total monthly and yearly billings including any and all recyclable material credits.

The Contractor shall provide the Board of Education with additional deskside recycling containers as needed at Contractor prices.

The Contractor shall clearly mark outside recycling containers (different colors, signage, etc.) so as to be easily distinguishable from refuse containers.

The Contractor shall utilize clean, well-maintained equipment solely dedicated for collection and transportation of recycled materials to prevent contamination.

The selected Contractor must provide a comprehensive educational program that will ensure the recycling program is successful. Describe your program in detail and provide a line-item listing of any costs associated with implementing the program.

The selected Contractor must conduct orientation seminars for employees and staff at each location named herein to explain procedures and arrangements for the recycling portion of the contract.

The selected Contractor must provide a Coordinator to work with the Board of Education on the recycling portion of the contract to identify the size and service requirements at each school. It shall be at the Board of Education's discretion whether to accept and implement suggestions as presented by the coordinator.

The selected Contractor must conduct a walk-through of each service location with the Board of Education to provide recommendations for internal containerization methods of recyclables. If additional containers are suggested by the Contractor, then they shall be supplied by them at no additional cost. It shall be the Board of Education's discretion whether to accept and implement suggestions as presented by the Contractor.

The selected Contractor shall make the Board of Education aware of new recyclable programs as they become available and shall expand the recyclable program accordingly.

Freeport School District #145

**Administrative Building
501 E. South St.
Freeport, IL 61032**

SECTION VI - Bid Form

**CONTRACTOR INFORMATION FORM AND QUESTIONNAIRE
For
Waste Disposal & Recycling Services
Freeport School District 145**

TO THE BIDDER:

In making its award the Board of Education will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire will be basis for rejection of the bid. The Board of Education will use, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm _____
2. Address _____
3. Telephone Number _____
4. Type of Organization _____
 - a. Corporation Yes ___ No ___

If yes, list officers and positions, and State in which incorporated:

If Bidder Corporation is a subsidiary, give name, address and state of incorporation of Parent Corporation:

a. Partnership Yes_____No_____

**Freeport School District #145
Administrative Building
501 E. South St.
Freeport, IL 61032**

BIDDING AND CONTRACT REQUIREMENTS

BID COMPLIANCE FORMS

The following forms must be completed in their entirety and will become part of the bidder's formal bid and pursuant contract with Freeport School District 145. The completed forms must be returned with project-specific bid documents to Freeport School District 145 at the time of bid submission.

Failure to complete and submit forms properly will disqualify bidder as eligible per Illinois statute.

Required forms are marked with an 'X'. Submit all marked documents in this section, properly signed. Signature(s) on all documents must be original, not stamped.

Required Forms:

 X Bid Certification Sheet

 X Bidder Eligibility Certification and Non-Collusion Affidavit

 X Certificate of Compliance, Illinois Human Rights Act

 X Certificate of Compliance with Illinois Drug-Free Workplace Act

 X Certificate of Company Ownership Demographic Data

 X Certificate of Compliance with Illinois Prevailing Wage Act

**Freeport School District #145
Administrative Building
501 E. South St.
Freeport, IL 61032**

BIDDING AND CONTRACT REQUIREMENTS

BID CERTIFICATION SHEET

The signature below implies that all conditions and specifications have been read in full, and the bidder understands the same and is willing to comply with each.

Please address all questions relative to any bid to:

Director of Facilities and Grounds
Freeport School District No.145
2037 W. Galena Ave., Suite A
Freeport, Il 61032

Attached bid submitted by:

Name of Firm or Contractor

Street Address

City

State, Zip Code

Signature of Authorized Rep

Typed Name of Authorized Rep

Phone Number

Federal Employer ID #

Freeport School District 145 Bid#
Waste Disposal and Recycling Annual Cost by Location

Locati on	Addre ss	Type of Contai ner	Qty	Cu Yd	Lifts Per Week	Decem ber 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 2027 - Nov 30, 2027
Freepo rt High School	701 W. Mosele y St	Waste	1	4	5				
		Waste	1	6	5				
		Waste	1	8	5				
		Recycl e	1	2	1				
Freepo rt Middle School	701 W. Empire St	Waste	1	4	1				
		Waste	1	8	5				
		Recycl e	1	6	1				
		Recycl e	1	6	1				
Blackh awk Elemen tary School	1401 S. Blackh awk Ave	Waste	1	6	5				
		Recycl e	1	4	1				
Carl Sandbu rg School	1717 W. Eby St	Waste	1	6	5				
		Recycl e	1	6	1				
Center Elemen tary School	718 E. Illinois St	Waste	1	6	5				
		Recycl e	1	4	1				
Empire Elemen tary School	1325 W. Empire St.	Waste	1	6	5				
		Recycl e	1	4	1				
Jones Farrar		Waste	1	6	5				

IB School	1386 Kiwanis Dr	Recycle	1	4	1				
Lincoln Douglas Elementary School	1802 W. Laurel St	Waste	1	6	5				
		Recycle	1	4	1				
Taylor Park Elementary School	806 E. Stephenson St	Waste	1	4	Twice Per Month				
Administrative Office	501 E South St	Waste	1	2	1				
		Recycle	1	4	1				
Maintenance Shop	2037 W. Galena Ave	Front Load	1	2	1				
		Waste	1	2	1				
		Waste	1	6	1				
		Recycling	1	2	1				
Freeport Alternative High	1330 S. Locust St	Waste	1	2	2				
		Recycling	1	2	1				
Banks Bergagna	302 W. Exchange St	Waste	1	2	2				
		Recycling	1	2	1				
Annual Total									

BIDDING AND CONTRACT REQUIREMENTS

Bidder Eligibility Certification and Non-Collusion Affidavit

Public act 94-714 (105 ILCS 5/10-20.21.b) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with the bidder's bid proposal.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

_____(Contractor/Company), as part of its submission of a bid on a contract for Freeport School District No. 145, hereby certifies that said contractor or company is not barred from bidding on the aforementioned contract as a result of a violation of 105 ILCS 5/10-20.21.

The undersigned further certifies and affirms that their proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

(Signature of Authorized Agent of Contractor/Company)

(Printed Name and Title of Authorized Agent of Contractor/Company)

Subscribed and sworn before me:

Notary Seal: _____

Notary Signature: _____

Date: _____

BIDDING AND CONTRACT REQUIREMENTS

Certificate of Compliance, Illinois Human Rights Act

_____(Contractor/Company) does hereby certify pursuant to Public Act 94 – 793, the Illinois Human Rights Act (775 ILCS 5/2-105), that (he/she/it) has adopted 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 Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer’s internal complaint process, including penalty; (v) the legal recourse, investigative

and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department of Commission; and (vii) protection against retaliation as provided by the Illinois Human Rights Act (775 ILCS 5/6-101).

By: _____

(Signature and Title of Authorized Agent of Contractor/Company)

BIDDING AND CONTRACT REQUIREMENTS

Certificate of Compliance with Illinois Drug-Free Workplace Act

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

By: _____

(Signature and Title of Authorized Agent of Contractor/Company)

BIDDING AND CONTRACT REQUIREMENTS

Certificate of Company Ownership Demographic Data

Public Act 95 – 707 amended 105 ILCS 5/10-20.40 requiring that Illinois school districts compile demographic data on the companies that they enter into contracts with. Answer the following questions:

Contractor/Company Name: _____

My company:

Is minority owned: _____ Yes _____ No

Is female owned: _____ Yes _____ No

Is handicapped owned: _____ Yes _____ No

Is locally owned: _____ Yes _____ No

By: _____

(Signature and Title of Authorized Agent of Contractor/Company)

BIDDING AND CONTRACT REQUIREMENTS

Certificate of Compliance with the Illinois Prevailing Wage Act

State of Illinois law (820 ILCS 130/0-12 – The Prevailing Wage Act) requires that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers, and mechanics employed by a contractor or company (or subcontractor thereof) engaged to perform any public works by Freeport School District 145. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

The terms "general prevailing rate of hourly wages", "general prevailing rate of wages", or "prevailing rate of wages" mean the hourly cash wages plus fringe benefits for training and apprenticeship programs approved by the U.S. Department of Labor, health and welfare, insurance, vacations, and pension contributions.

Freeport School District 145 must also require that in all contractors and subcontractor's bonds that the contractor or subcontractor include such provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract or other written instrument.

It is also mandatory that the contractor or construction manager to whom a contract for public works is awarded posts, at a location on the project site of the public works or a business location where laborers, workers, and mechanics regularly visit that is easily accessible to the workers engaged on the project, the prevailing wage rates for each craft or type of worker or mechanic needed to execute the work to be performed.

Additionally, all contractors and subcontractors must make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. This record must be submitted monthly to the public body in charge of the project. The certified payroll records requirements can be met by completing the Illinois Department of Labor forms Certified Transcript of Payroll and Certified Transcript of Payroll Affidavit for each payroll period.

_____ (Contractor/Company), as part of its submission of a bid on a contract for Freeport School District 145, hereby certifies that said contractor or company understands and will comply with the provisions of 820 ILCS 130/0-12 – The Illinois Prevailing Wage Act.

By: _____
(Signature and Title of Authorized Agent of Contractor/Company)

BIDDING AND CONTRACT REQUIREMENTS

Certification Regarding Criminal Background Investigations

Contractor hereby represents, warrants and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit “Criminal Code of 1961” 720 IL CS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public Indecency), 5/11-4 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/15-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse) and/or those offenses defined in the “Cannabis Control Act”, 720 ILCS, 550/1 et. Seq. (except the “Illinois Controlled Substances Act”, 720 ILCS et. Seq. and/or offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who has or may have direct, daily contact with pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written “Authorization for Criminal Background Information” form authorizing the Owner to request a criminal background investigation of said applicant pursuant to Section 5/1-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above-enumerated offenses, shall be employed thereby in any position that involves or may involve contact with students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its' duly authorized officer.

By: _____

Its: _____

Dated: _____

-

BIDS AND CONTRACT REQUIREMENTS
Substitution Sheet

All Bids shall be based upon the provisions of the proposed contract documents.

Vendors desiring to make substitutions for "proprietary brands" specified shall list such proposed substitutions below.

The owner reserves the right to reject all such substitutions.

Complete descriptions and technical data shall accompany all proposed substitutions.

Note: Manufacturers' names and material approved by the owner during the time for submitting bids, but not shown in Addenda, must be listed below if said material is to be considered.

<u>BRAND OR MAKE</u> <u>SPECIFIED</u>	<u>PROPOSED</u> <u>SUBSTITUTIONS</u>	<u>ADD</u>	<u>DEDUCT</u>
--	---	------------	---------------

FINGERPRINT CHECKS:

For any individual required to provide services on The School District property at least five (5) times during a month, or who is or will be in contact with students, the, contractor shall, at contractor's cost, submit a full set of fingerprints to The School District in accordance with the provisions of Section 10-21.9 of the Illinois School Code. The cost of any required criminal history fingerprint checks shall be paid by the Contractor

SECTION E- SCOPE Of WORK/SPECIFICATIONS

GENERAL REQUIREMENTS:

The Contractor shall fully cooperate with the Board of Education to ensure proper and timely removal of waste and recycled materials.

The Contractor shall assign a company representative to oversee The School District's Waste Removal and/or Recycling Removal.

The Contractor shall furnish qualified personnel, products, equipment, supplies and services to perform the services as specified at The School District's sites listed herein. As new schools/sites are built, additional sites will be added to the contract pursuant to the terms of this Agreement.

If yes, List partner's names and residence addresses:

General Partners:

Limited Partners:

a. Firm Name: _____

b. Individual Proprietorship Yes _____ No _____

B. NATURE OF OPERATIONS

1. How long have you been engaged in the waste disposal and recycling services business under your present business name? _____
2. How many years of experience does your firm have in waste disposal and recycling services similar to that called for under this bid? _____
3. Have you now contracted, or have you ever contracted, to provide waste disposal and recycling services for any school district or municipality in the State of Illinois?

Waste Disposal Services: Yes _____ No _____

Recycling Services: Yes _____ No _____

- a. If "yes," provide the following information on waste disposal and recycling services for each type of service you have had with school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):
 - i. Year contract awarded
 - ii. Type of Work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notice claims filed
- b. Provide the following information on waste disposal contracts of a similar

nature as called for in this bid that you have had with parties other than school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):

- i. Year contract awarded
 - ii. Type of Work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notice claims filed
- c. List all waste disposal or recycling service contracts which you have failed to satisfactorily complete and the reasons for this.

C. FINANCIAL AND CREDIT DATA

1. If your bid is considered for award, and if requested by the Board of Education, will you supply the following data?
- a. Names and addresses of any banks where you regularly do business.
Yes _____ No _____
 - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
Yes _____ No _____
 - c. Give credit references, including at least *three* trade or industry suppliers with whom you regularly deal. Yes _____ No _____
 - d. Where have you engaged in the waste disposal or recycling service business, or any other type of business in the last five years?

Location

Name of Business

What Years in Business

- e. If any of the business endeavors referred to in "d" above are no longer operating, or you are no longer associated with them, please give brief details:
2. As in "C. 1." above, would you submit, on request, a Balance Sheet for the past three (3) years? Yes _____ No _____
 3. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the *bidder* (provide name of surety company, person to contact and phone number):

I certify that the foregoing is true and correct. Executed at _____ Illinois, on _____ day of _____, 2024.

Signature of Bidder

Contractor Eligibility Affidavit

_____, as part of its bid
(Name of contractor)

for Waste Disposal and Recycling Services to Freeport School District 145, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]

By: _____
(Authorized Agent
of Contractor)

SUBSCRIBED AND SWORN to
Before me this _____ day of
_____, 202____.

Notary Public

Certification Form

Acknowledgment to Prevailing Rate of Wages: The undersigned attests that he will pay the prevailing rate of wages as indicated in the Instructions to Bidders.

Name of Bidder (Please Print): _____
Submitted By (Signature): _____ Date: _____

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print): _____
Submitted By (Signature): _____ Date: _____

The undersigned hereby certifies that having submitted in bid proposal to the Freeport School District 145 that same bidder has a written sexual harassment policy in place and is in compliance with the Illinois Human Rights Act [775 ILCS 5/2-105]

Name of Bidder (Please Print): _____
Submitted By (Signature): _____ Date: _____

The undersigned which have 25 or more employees does hereby certify pursuant to Section 3 of the Illinois Drug- Free Workplace Act (30 ILCS 580/3) 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.

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

References

References: Please list three--attach list if necessary—include company name, address, phone number, and contact name
1)
2)
3)

Receipt of Addenda:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

CONTRACTOR OWNERSHIP QUESTIONNAIRE
(To be used solely for reporting purposes)

Pursuant to 105 ILCS 5/10-20.44 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to ‘minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses’ for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District?

For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority –Cook County –Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: ‘Minority owned business, female owned business, and business owned by a person with a disability’ means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____

“Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American –a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or(c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____

“Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

**Is Your Company a Business Owned by Persons with Disabilities?
YES _____ NO _____**

“Person with a disability” means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where “Disabled” means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).