



September 25, 2013

TO: REFUSE AND RECYCLING SERVICE BIDDERS

FR: CHRIS LEINER, ASSISTANT SUPERINTENDENT OF PARKS & PLANNING

SUBJECT: **ADDENDUM #1**

RE: **CLARIFY BID BOND AMT & “REVISED” EXHIBIT B & BASE BID REPORTING**

Attention Bidders:

1) There is a clarification for page 8, under General Requirements #7 Bonds.

This section did not clarify the total bid amount required.

7. Bonds

a) The Contractor shall provide a bid bond or certified check in the amount of ten percent (10%) of the first (1st) year’s Base Bid Total.

2) There is a *revision* to **EXHIBIT B Form of Proposal “Des Plaines Park District Parks & Building”** Service Schedule spreadsheet.

It has been revised to more accurately calculate and report the annual pricing for each location as well as the BASE BID TOTAL.

All “ON CALL” line items and locations have been moved below the TOTAL line, as these are variable occurrences and need to be recorded as a “per call” price.

3) Note: Addendum #1 is available to review, including a *fillable* PDF for **Revised Exhibit B Form of Proposal**, on our website: www.dpparks.org located under the Bids and RFPs tab.

Sincerely,

Chris Leiner

Assistant Superintendent of Parks & Planning
847-391-5744

/sc





SET NO. _____

**SPECIFICATIONS
FOR
REFUSE & RECYCLING SERVICE
FOR
THE DES PLAINES PARK DISTRICT**

DES PLAINES PARK DISTRICT
Parks Department
2222 Birch Street
Des Plaines, IL 60018
Contact: Chris Leiner
(847) 391-5744



September 2013 (Revised 9-25-13)



Dear Bidder:

Enclosed you will find the Specifications, General Requirements, Service Schedules, Facility Locations and Bidding Materials for the ***Refuse & Recycling Service for the Des Plaines Park District***.

We look forward to receiving your Bid Proposal and working together with you on this project.

If you have further questions, please call me at 847-391-5744, Monday through Friday, 7 a.m. to 3 p.m.

Sincerely,

Chris Leiner

Chris Leiner
Assistant Superintendent of Parks & Planning



INVITATION TO BID

Sealed bids provision for the Refuse & Recycling Service for the Des Plaines Park District will be received by the Des Plaines Park District office at, 2222 Birch Street, Des Plaines, IL 60018 until exactly 11:00 a.m. on Wednesday, October 2, 2013 and then publicly opened and read. Bids submitted after the closing time will be returned unopened. No oral or telephone proposals or modifications will be considered.

Proposals shall be submitted on the attached Quotation Form and returned in a sealed envelope marked: "Bid Proposal for Refuse & Recycling Services for Des Plaines Park District" showing the return address of the sender and addressed to Des Plaines Park District, 2222 Birch Street, Des Plaines, Illinois 60018. All bids must include a ten percent (10%) Bid Guarantee and a duly executed and notarized Bid Certification under Section 33E-11 of the criminal code of 1961, as amended, on the form provided by the Des Plaines Park District. Failure to provide Bid Certification within 48 hours of the bid opening shall be cause for rejecting the bid. No Bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding thirty (30) calendar days.

The Des Plaines Park District may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against the Des Plaines Park District.

Sincerely,

Chris Leiner

Chris Leiner
Assistant Superintendent of Parks & Planning

REFUSE & RECYCLING SERVICE FOR
THE DES PLAINES PARK DISTRICT
DES PLAINES, ILLINOIS

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DES PLAINES PARK DISTRICT

INSTRUCTIONS TO BIDDERS

1. Identification of Project

The official name and location of the project shall henceforth be known as:

REFUSE & RECYCLING SERVICE FOR
THE DES PLAINES PARK DISTRICT
DES PLAINES, IL

The official name and address of the project owner shall henceforth be known as:

DES PLAINES PARK DISTRICT
2222 Birch Street
Des Plaines, Illinois 60018

<u>Board Approval:</u>	October 15, 2013
<u>Contract Awarded:</u>	October 16, 2013
<u>Commencement of Work:</u>	December 2, 2013
<u>Completion:</u>	3 year Contract from December 2, 2013 through December 1, 2016

2. Bid Documents

The Invitation to Bid, the Instructions to Bidder, the General Requirements, Service locations and schedules, Certification and the Form of Proposal comprise the Bid Documents.

Copies of these documents can be obtained in person from the office of the Des Plaines Park District, 2222 Birch Street, Des Plaines, Illinois 60018, free of charge.

3. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation to Bid, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids.

Any interpretation made will be in the form of an addendum to the Invitation to Bid, Drawings, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Bid Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contractor will not be binding.

4. Conditions Affecting the Work

Bidders should visit the sites and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work.

5. Bid Guarantee

A Bid Guarantee is required by the Invitation to Bid, failure to furnish a Bid Guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid, in the absolute discretion of the Owner.

A Bid Guarantee shall be in the form of a bid bond, postal money order, certified check, or cashier's check made payable to the Owner. Bid Guarantees, other than those stated, will be returned (a) to unsuccessful Bidders as soon as practicable after the award of job, and (b) to the successful Bidder upon execution of such further contractual documents and bonds* as may be required by the bid as accepted.

*Annual Performance Bonds will not be required as part of this bid.

6. Preparation and Submission of Bids

Before submitting proposal, each Bidder shall carefully examine all documents pertaining to the work and visit the sites to verify conditions under which work will be performed.

Submission of bid will be considered presumptive evidence that the Bidder has visited the sites and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made due allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, allowance, fees, permits, guarantees, applicable taxes, insurance and contingencies, with overhead and profit necessary to produce a complete project, or to complete those portions of the work covered by the specifications on which proposal is made, including all trades, without further cost to the Owner.

No compensation will be allowed by reason if any difficulties which the Bidder could have discovered or reasonably known prior to bidding.

All proposals must be made upon the Form of Proposal furnished by the Owner attached hereto and should give the amounts bid for work, in numbers, and must be signed and acknowledged by the Contractor. In order to insure consideration, the Form of Proposal should be enclosed in a sealed envelope marked "**Bid Proposal for Refuse & Recycling Services for Des Plaines Park District**" to be opened at 11:00 a.m., October 2, 2013, showing the return address of the sender and addressed to Des Plaines Park District, 2222 Birch Street, Des Plaines, Illinois 60018. Bids must be sealed, marked and addressed as directed above. Failure to do so may result in a premature opening of, or a failure to open, such bid.

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

Modifications of bids already submitted will be considered if received at the office designated in the invitation to Bid by the time set for opening of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or reverse bid. Unless called for, alternate bids will not be considered.

7. Prices

The prices are to include the furnishing of all materials, equipment, tools, insurance, bonds, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the work except as may be otherwise expressly provided in the Contract Documents.

8. Late Bids and Modifications

Late bids and modifications thereof received at the office designated in the Invitation to Bid after the exact time set for opening of bids will not be considered.

9. Withdrawal of Bids

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for opening of bids.

10. Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Invitation to Bid. Their content will be made public for the information of bidders and others interested, who may be present either in person or by representative.

11. Award of Contract

- A. Award of contract will be made to the most qualified, responsible bidder or as outlined in the specifications, and as determined by the Board of Commissioners of the Des Plaines Park District, whose bid conforms to the Invitation to Bid.
- B. The Board of Park Commissioners may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Des Plaines Park District.

12. Contract and Insurance

The accepted Bidder shall enter into a written contract, and copies of Workman's Compensation and Public Liability Insurance Policies or Certificates thereof, within ten (10) calendar days of the written "Notice to Proceed" and prior to the commencement of work.

13. Postponement of Date for Opening Proposals

The Owner reserves the right to postpone the date of presentation and opening of proposals and will give telegraphic notice of any such postponement to each interested party.

DES PLAINES PARK DISTRICT

GENERAL REQUIREMENTS

In addition to performing the enclosed service schedule, contractors must meet the following requirements:

1. **The length of the Contract shall be thirty-six (36) months commencing on December 2, 2013.** In addition to early termination for non-performance as provided in #3 below, the Park District reserves the right to cancel the service for any reason with at least thirty (30) days written notice to the Contractor, and all obligations of the Park District shall thereupon cease.

Bidders must submit with their bids the certification required by Article 33E of the Illinois Criminal Code of 1961, as amended. The form of certification for this purpose is attached to these instructions as Exhibit "B". **NO BID SHALL BE ACCEPTED WHICH DOES NOT INCLUDE THIS CERTIFICATION.** The certification of the successful bidder will be attached to and become a part of the Contract.

2. If the Contractor fails to perform the services as provided in the Contract, or otherwise breaches or defaults under any provision of the Contract and does not remedy such failure, breach or default within forty-eight (48) hours after demand from Park District to take corrective action, or in the event of repeated, or multiple failures, breaches or defaults by Contractor, Park District may terminate the Contract and enter into an agreement with another Contractor or Contractors for the provision of the services and/or may perform all or any portion of the services with its own employees. In such event, Contractor shall be liable to Park District and shall pay to Park District promptly upon demand the increased cost to Park District of obtaining or providing such services, and also the cost to Park District of obtaining the services of substitute contractor(s), including without limitation the cost of labor and materials associated with preparation of bid documents, advertising and attorneys' fees.
3. After the expiration of the Contract, the Contract automatically and without the necessity of any action by either party, shall be renewed for successive one (1) month periods, provided that either party may terminate the Contract on the first day of any month, upon at least thirty (30) days' prior written notice to the other party.
4. Provide all proper safeguards and shall assume all risks incurred in performing contracted services.
5. Insurance
 - a) General: The Contractor shall not commence work under the Contract until he has obtained all insurance required, and it has been approved by the Owner, nor shall Contractor allow any Subcontractor to commence work or any portion of the work until all

insurance required of the Subcontractor and Sub-subcontractor has been similarly approved by the Owner.

All such insurance shall be purchased only from companies licensed and dully authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. Said companies must have a policy holder's rating of A+ and a financial rating of A++ as stated in the latest edition of Best's Insurance Guide.

The insurance coverage must be maintained by the Contractor and the Subcontractor (where applicable) until all work is completed by the Contractor and accepted by the Owner are set forth in this section.

- b) Automobile Liability: Contractor shall obtain at his expense Comprehensive Automobile Liability Insurance providing for bodily injury and death coverage in limits of an amount not less than \$1,000,000 per person and \$1,000,000 per accident, and property damage coverage in limits of an amount not less than \$1,000,000 per accident. The Contractor shall be the named insured and the Des Plaines Park District, public officials, employees and agents as additional insured.
- c) Employer's Liability: Contractor shall obtain at his expense insurance protecting Contractor from all liabilities that may be imposed under the Workmen's Compensation Act and the Workmen's Occupational Diseases Act of the State of Illinois. In the event any portion of the work is sublet, the Contractor shall require the Subcontractor similarly to provide such insurance for all their employees. The limit of liability afforded under the Employers Liability Policy shall not be less than the Illinois Statutory Limit.
- d) General Liability: Contractor shall obtain at his expense such comprehensive General Liability insurance as shall protect him from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including loss of use resulting therefrom, which may arise from activities under or incidental to the Contract, both on or off the site, whether such activities by himself, any Subcontractor or anyone directly or indirectly employed by any of the, or as otherwise may be herein specified. This provision shall be construed as requiring Contractor to purchase and maintain Contractor's Protective Insurance and Contractual Insurance in like amounts.

General Liability Insurance shall be in an amount not less than \$1,000,000.00 on account of any one occurrence, including accidental death. Property damage insurance shall be in an amount not less than \$1,000,000.00 for bodily injury per person with an aggregate limit of not less than \$2,000,000.00. If, as a result of any one or more occurrences the Owner shall decide that the foregoing property damage insurance aggregate limits have either been exhausted or are threatened to become exhausted, the Contractor shall immediately purchase, at his own expense, such additional property damage insurance as the Owner may direct.
- e) Summary: The required minimum coverage is summarized as follows:

- | | |
|--|--|
| 1. Automobile | \$1,000,000 B.I. Per Occurrence
\$1,000,000 B.I. Per Person
\$1,000,000 P.D. Per Accident |
| 2. Employer's Liability
IL. Statutory Limit | \$1,000,000 Min. |
| 3. General Liability | \$1,000,000 B.I. Per Occurrence
\$1,000,000 B.I. Per Person
\$2,000,000 P.C. Aggregate Limit |

f) Certificate of Insurance: Within ten (10) calendar days after receipt of the "Written Notice to Proceed", the Contractor shall file with the Owner, a Certificate of Insurance showing complete coverage of all insurance required by this Section signed by the insurance companies or their authorized agents, certifying to the name and address of the party insured, the description of the work covered by such insurance, the insurance policy numbers, the limits of liability of the policies and the dates of their expirations, with a further certification from said insurance companies that their policies will not be modified, amended, changed, canceled or terminated without thirty (30) business days prior written notice to the Owner. Such certification must be in the form acceptable to the Owner. If any form of umbrella or excess coverage policy is utilized by the Contractor, the Owner reserves the right to require a copy of the entire policy.

Insurance requirements of no less than:

- a. \$1,000,000.00 liability
- b. \$1,000,000.00 per occurrence of personal injury.
- c. \$1,000,000.00 per occurrence of property damage.
- d. \$1,000,000.00 umbrella coverage.
- f. Care, custody, and control exclusion.
- g. Lost key coverage.
- h. Crime provision both third party and employee.

6. Indemnification

a) Duty to Defend, Indemnify, Give Notice: Contractor shall defend all suits brought against the Owner and his representatives, officers, agents, and employees by any person (whether employed by Contractor, or not) for damage to property and/or injury to persons (including death) alleged or claimed to have been caused by or through the performance by Contractor of the work, including work required by Guarantees or the condition of the site, and shall indemnify and hold harmless the Owner, his representatives, officers, agents and employees in their individual or their official capacities from and against all claims, damages, losses and expenses, including attorney's fees, cause by or growing out of, incidental to, the performance of the work covered by this Contract.

The Contractor shall pay, liquidate and discharge all claims or demands for personal injury (including death), and for loss of and damage to all property caused by, growing out of or incidental to the performance of the work by the Contract including, without limiting the foregoing thereto, damage to the work and other property of the Owner and including all damages for the obstruction of private driveways, streets and alleys and all costs and expenses of suits and reasonable attorney's fees.

The obligation set forth in this section shall, but not by way of limitation, specifically include all claims and judgment arising or alleged to arise under the Illinois laws regarding Structural Work (Illinois Revised Statutes, Chapter 48, Section 60 et seq.) and regarding the Protection of Adjacent Landowners (Illinois Revised Statutes, Chapter 17 1/2, Section 51 et seq.). In the event of any such injury (including death) or loss or damage (or claims therefore), the Contractor shall give immediate notice thereof to the Owner. The Contractor shall not be required to indemnify and hold Harmless the Owner, his representatives, officers, agents and employees of each of them, in their individual or their official capacities for such claims or demands which result solely from their own negligence.

- b) Effect of Statutory Limitations: In any and all claims against the Owner, his respective agents, employees and representatives in their personal capacities as individuals as well as in their public and official capacities, made by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under any Workmen's Compensation Act, any Disability Benefit Act or any other Employee Benefit Act.

7. Bonds 

- a) The Contractor shall provide a bid bond or certified check in the amount of ten percent (10%) of the first year's Base Bid Total. (Revised 9-25-13)

8. Labor Law

The Contractor and each and every Subcontractor performing work at the site of the project to which this contract relates shall comply with applicable and provisions of all pertinent Federal, State, and Local Labor Laws.

9. Monthly payout requests by the contractors have to be in the Park District office no later than the 15th of the month for payout within thirty (30) days.
10. Contractor will pay all salaries and expenses of federal social security taxes, federal and state unemployment taxes, payroll taxes relating to such personnel, and will carry workers compensation insurance for such personnel.
11. All successful Contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The Contract with the successful Bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum under the Act are on file with the District and available to the Contractor upon request.
12. Contractor will be considered for all purposes independent, and it will not at any time directly or indirectly act as an agent, servant, or employee of the Des Plaines Park District, or make any commitments or incur any liabilities on behalf of the Des Plaines Park District without its express written consent.
13. All personnel furnished by the Contractor must be employees of the Contractor.
14. Provide enough staff to perform the services required at each facility within the attached schedule.
15. The Contractor shall enforce strict discipline and good order among his employees and the Subcontractors at all times work is in progress. The Contractor shall not employ any unfit person or anyone not skilled in the work assigned to him.
16. If any person employed on the work site is, in the opinion of the OWNER intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his duties, he or she shall be directed to cease work and vacate the job site immediately.
17. Contractor shall supply all equipment required to perform the services under the Contract. It is the Contractor's responsibility to keep equipment in proper working order and to run periodic checks on equipment. The Contractor shall be solely responsible for the safe condition and adequacy of all equipment.
18. All buildings will be closed the following holidays:

Christmas Day

New Year's Day

On all other holidays, some facilities will be open either for its regularly scheduled hours, or on an abbreviated holiday schedule. Contractors must provide service per attached schedule.

19. The Park District may terminate this agreement with a written thirty (30) day notice of intent to terminate.

20. Submittals are as follows:
 - a. Provide three (3) references of park district, school district or municipalities served by your company which are comparable in size and schedule to the Des Plaines Park District Community Center with submittal of bid.
 - b. Provide a complete previous year audited annual report with submittal of bid.

**2013 - 2016 REFUSE & RECYCLING
DES PLAINES PARK DISTRICT PARKS & BUILDINGS**

	<i>BUILDING</i>	<i>ADDRESS</i>	<i>SEASON</i>	<i>QTY</i>	<i>SIZE</i>	<i>FREQ. X'S/WK</i>	<i>SERVICE DAY</i>	<i>TYPE</i>
1	Golf Center	373 N. River Rd	Year Round	1	20-YD	On Call	On Call	Yard Waste
2	Golf Center Garage	373 N. River Rd	3/1 - 11/31	1	2-YD	1	TH	Refuse
			12/1 - 2/28	1	2-YD	On Call	On Call	Refuse
3	Golf Center	353 N. River Rd	4/1 - 10/30	1	10-YD	4	M-W-F-SA	Refuse
				2	2-YD	2	T-F	Recycle
			11/1 - 3/31	1	10-YD	3	M-TH-SA	Refuse
				2	2-YD	1	W	Recycle
4	Prairie Lakes Comm Ctr	515 E. Thacker	Year Round	2	8-YD	3	M-W-F	Refuse
				1	8-YD	1	W	Recycle
5	Mountain View Mine Adventure Ctr	510 E. Algonquin Rd	3/20-10/31	1	2-YD	2	M-TH	Refuse
			11/1 - 3/19	1	2-YD	On Call	(Closed)	Refuse
6	Mystic Waters Aquatic Center	2025 Miner St.	5/1 - 8/31	8	2-YD	4	M-W-F-SA (by 10am)	Refuse
			9/1 - 9/30	8	2-YD	1	FRI (by 10 am)	Refuse
			10/1 - 4/30	8	2-YD	On Call	(Closed)	Refuse
7	Oakwood Maint. Center	1300 Oakwood Ave	4/1 - 8/31	1	10-YD	3	M-W-F	Refuse
				1	4-YD	1	T	Recycle
			9/1 - 10/31	1	10-YD	2	M-TH	Refuse
				1	4-YD	1	T	Recycle
			11/1 - 3/31	1	10-YD	1	W	Refuse
				1	4-YD	1	T	Recycle
8	Lake Park	1012 Touhy Ave.	3/20-10/31	1	10-YD	4	M-W-F-SA	Refuse
			11/1 - 3/19	1	10-YD	1	F	Refuse
9	Admin. & Leisure Center	2222 Birch St	Year Round	1	10-YD	1	W	Refuse
				1	4-YD	1	T	Recycle
10	So. Arndt Park	1990 S. White St	Year Round	1	2-YD	2	M-TH	Refuse
11	West Park	651 S. Wolf Rd	Year Round	1	4-YD	2	M-TH	Refuse
*	Temporary Containers: Refuse / Landscape Waste	Special Projects in/and around various District Buildings & Parks	Year Round SWITCH OUTS	TBA	10-YD	On Call	On Call	Refuse
					or 20 YD			Yard Waste



2013 - 2016 REFUSE & RECYCLING

DES PLAINES PARK DISTRICT PARKS & BUILDINGS

	BUILDING	ADDRESS	SEASON	QTY	SIZE	FREQ. X'S/WK	SERVICE DAY	TYPE	2013/14 (YR.1) PRICING	2014/15 (YR.2) PRICING	2015/16 (YR.3) PRICING
2a	Golf Center Garage	373 N. River Rd	3/1 - 11/31	1	2-YD	1	TH	Refuse			
3	Golf Center	353 N. River Rd	4/1 - 10/30	1	10-YD	4	M-W-F-SA	Refuse			
				2	2-YD	2	T-F	Recycle			
			11/1 - 3/31	1	10-YD	3	M-TH-SA	Refuse			
				2	2-YD	1	W	Recycle			
4	Prairie Lakes Comm Ctr	515 E. Thacker	Year Round	2	8-YD	3	M-W-F	Refuse			
				1	8-YD	1	W	Recycle			
5a	Mountain View Mine Adventure Ctr	510 E. Algonquin Rd	3/20-10/31	1	2-YD	2	M-TH	Refuse			
6a	Mystic Waters Aquatic Center	2025 Miner St.	5/1 - 8/31	8	2-YD	4	M-W-F-SA (by 10am)	Refuse			
6b				8	2-YD	1	FRI (by 10 am)	Refuse			
7	Oakwood Maint. Center	1300 Oakwood Ave	4/1 - 8/31	1	10-YD	3	M-W-F	Refuse			
				1	4-YD	1	T	Recycle			
			9/1 - 10/31	1	10-YD	2	M-TH	Refuse			
				1	4-YD	1	T	Recycle			
			11/1 - 3/31	1	10-YD	1	W	Refuse			
				1	4-YD	1	T	Recycle			
8	Lake Park	1012 Touhy Ave.	3/20-10/31	1	10-YD	4	M-W-F-SA	Refuse			
				1	10-YD	1	F	Refuse			
9	Admin. & Leisure Center	2222 Birch St	Year Round	1	10-YD	1	W	Refuse			
				1	4-YD	1	T	Recycle			
10	So. Arndt Park	1990 S. White St	Year Round	1	2-YD	2	M-TH	Refuse			
11	West Park	651 S. Wolf Rd	Year Round	1	4-YD	2	M-TH	Refuse			
BASE BID TOTAL:											
12	Temporary Containers: Refuse / Landscape Waste	Special Projects in/and around various District Buildings & Parks	Year Round SWITCH OUTS	TBA	2-YD	On Call	On Call	Refuse			
					10-YD			Refuse			
					10-YD			Yard Waste			
					20-YD			Refuse			
					20-YD			Yard Waste			
1	Golf Center	373 N. River Rd	Year Round	1	20-YD	On Call	On Call	Yard Waste			
2b	Golf Center Garage	373 N. River Rd	12/1 - 2/28	1	2-YD	On Call	On Call	Refuse			
5b	Mountain View Mine Adventure Ctr	510 E. Algonquin Rd	11/1 - 3/19	1	2-YD	On Call	On Call	Refuse			
6c	Mystic Waters Aquatic Center	2025 Miner St.	10/1 - 4/30	8	2-YD	On Call	On Call	Refuse			

DES PLAINES PARK DISTRICT
Des Plaines, Illinois

EXHIBIT "B"
FORM OF PROPOSAL

Proposal of _____, hereinafter called
"BIDDER, (a)/(an) _____ (corporation, partnership, individual)
doing business as _____. To the Des Plaines Park District,
hereinafter called the "Owner".

The Bidder, in response to your advertisement for bids for the ***Refuse & Recycling for the Des Plaines Park District***, having examined the Specifications and other documents, hereby proposes to furnish and deliver all labor and materials in accordance with the Contract Documents, within the time set forth therein and at the prices stated below.

Bidder hereby agrees to start work within ten (10) days after receipt of "Notice to Proceed" from the Owner and to substantially complete the project as specified in the "Instructions to Bidders".

Bidders agree to perform all of the work described in the Specifications and as shown on the enclosed schedule.

Bidder shall complete the pricing schedule on attached EXHIBIT "B" Form of Proposal.

EXHIBIT "B"

Accompanying this is a _____(Bid Bond, Certified Check, Cashier's Check)

In the amount of _____(Dollars)

(\$ _____), the same being subject to forfeiture in the event of default by the undersigned.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn during the period of days provided in the Contract Documents.

The Bidder hereby certifies:

- A. That this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the "Owner".
- E. That all materials, methods and workmanship shall conform to the specifications, drawings, general requirements and facility task schedules.

DES PLAINES PARK DISTRICT

FIRM NAME: _____

BY _____
(Sign and Date)

ADDRESS: _____

BY _____
(Sign and Date)

PHONE: _____

BY: _____
(Sign and Date)

EXHIBIT "B"

CERTIFICATION

* * * * *

I, _____ (Individual), having been first duly sworn on oath,
do depose and state that I presently reside at _____,
(Address)
and that I am the duly authorized principal, officer or agent of

_____ and do hereby certify to the
(Name of Company)

Des Plaines Park District, its Commissioners, officers, and employees that neither I nor

_____ are barred from bidding on the
(Name of Contractor)

services for which this bid is submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or
Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois
approved July 28, 1961, as amended.

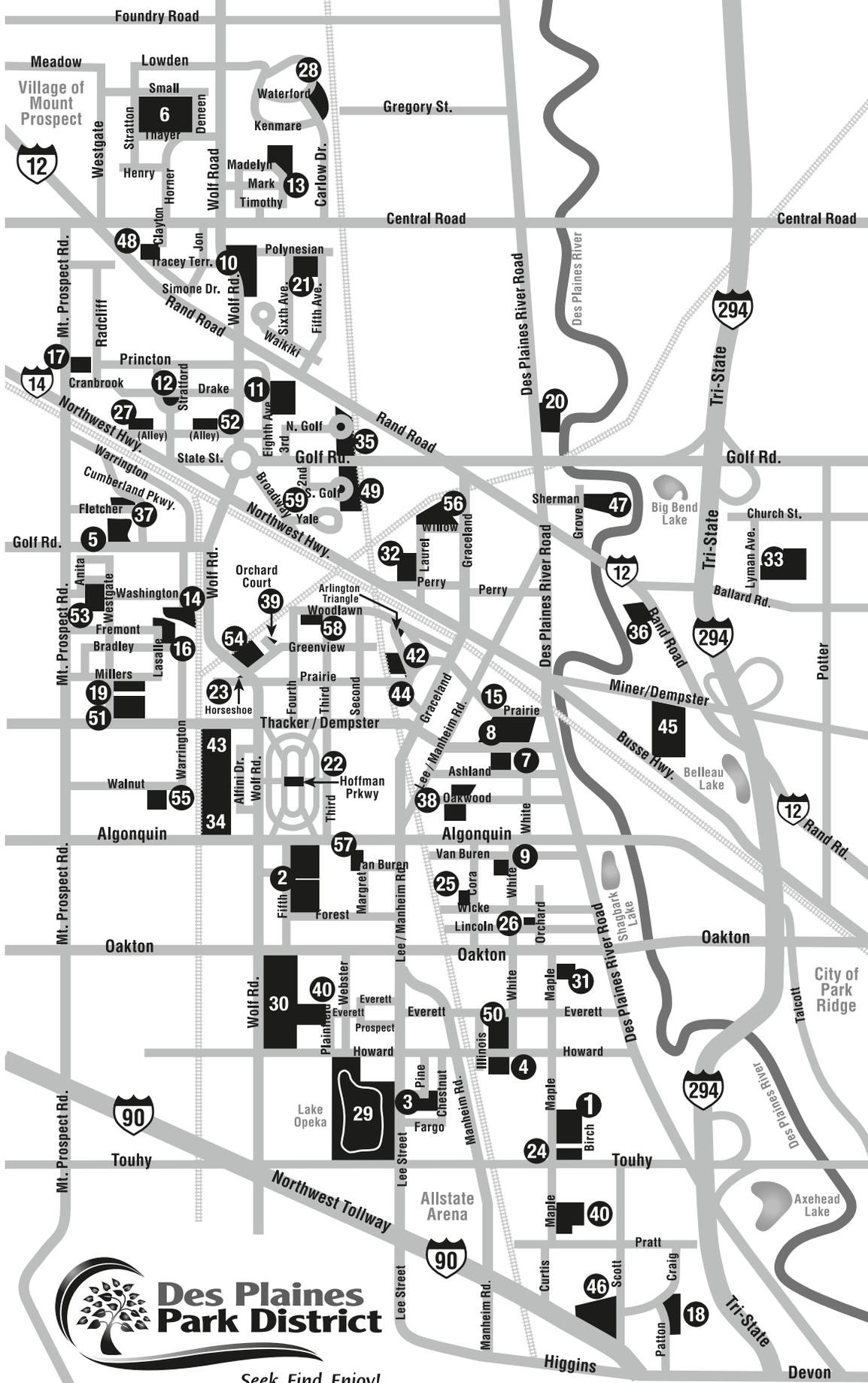
Individually and on behalf of Contractor

Subscribed and sworn to before me
this _____ day of
_____, 2013

- Notary Public -

My commission expires: _____

PARKS and FACILITIES



Facilities

1. Administrative and Leisure Center
15. Des Plaines History Center
20. Golf Center Des Plaines
29. Lake Park Golf Course & Marina
34. Mountain View Adventure Center
45. Mystic Waters Aquatic Center
38. Oakwood Maintenance Center
43. Prairie Lakes Community Center

Parks

3. Apache Park
4. Arndt Park/Fieldhouse
5. Blackhawk Park
6. Bluett Park
7. Central Park
9. Cherokee Park
10. Cheyenne Park
11. Chippewa Park & Pool
12. Cornell Park
13. Craig Manor Park
14. Cumberland Terrace/Fieldhouse
16. Des Plaines Manor Park
17. DiMucci-Lowenberg Park
18. Eaton Field Park
19. Garden Plots
21. Hawaii Park
22. Hoffman Park
24. Iroquois Pool
25. Jaycee Park
26. Kiwanis Park
27. Kutchen Park
28. Kylemore Greens Park
29. Lake Park
31. McKay-Nealis Park
32. Menominee Park
33. Mohawk Park
34. Mountain View Adventure Center
37. Northshire Park
42. Potawatomie Park
43. Prairie Lakes Park
45. Rand Park/Mystic Waters
46. Seminole Park
47. Sesquicentennial Park
48. Sioux Park
49. South Golf Cul-de-Sac
52. Teton Park
53. Tomahawk Park
54. West Park
55. Westfield Gardens Park
56. Willow Park
57. Winnebago Park
58. Woodlawn Park

Green Space

23. Horseshoe Triangle
35. North Golf Cul-de-Sac
39. Orchard Court
44. Prairie Triangle
59. Yale Court

Schools

2. Algonquin & Forest Schools
8. Central School
24. Iroquois School
30. Maine West High School
36. North School
40. Orchard Place School
41. Plainfield School
50. South School
51. Terrace School



PARKS and FACILITIES ADDRESSES

Map No. refers to the area marked on the
Parks and Facilities Locator map, on page 1.

Map No.

1	Administrative & Leisure Center , 2222 Birch Street	30	Maine West High School , 1775 S. Wolf Road
2	Algonquin and Forest Schools , Algonquin Rd./Fifth St.	31	McKay-Nealis Park , 1755 S. Maple Avenue
3	Apache Park , 2100 Pine Street	32	Menominee Park , 440 Laurel Avenue, at Brown Street
4	Arndt Park , 1990 White Street, at Howard Avenue	33	Mohawk Park , 515 Lyman Avenue
5	Blackhawk Park , 190 E. Golf Road	34	Mountain View Adventure Center , 510 E. Algonquin Road
6	Bluett Park , 1408 E. Thayer Street (Mt. Prospect)	35	North Golf Cul-de-Sac Park , 975 N. Golf Cul-de-Sac
7	Central Park , 1555 E. Thacker Street	36	North School , 1789 Rand Road
8	Central School , 1526 E. Thacker Street	37	Northshire Park , 200 Fletcher Drive
9	Cherokee Park , 1260 White Street, at Van Buren Avenue	38	Oakwood Maintenance Facility , 1300 Oakwood Avenue
10	Cheyenne Park , 501 N. Wolf Road	39	Orchard Court , 560 Orchard Court
11	Chippewa Park & Pool , 197 N. Eighth Avenue	40	Orchard Place School , 2727 Maple Street
12	Cornell Park , 130 Stratford Road	41	Plainfield School , 1850 Plainfield Drive
13	Craig Manor Park , 800 Madelyn Drive	42	Potawatomie Park , 1200 Prairie Avenue
14	Cumberland Terrace , 426 S. Warrington Road	43	Prairie Lakes Community Center , 515 E. Thacker Street
15	Des Plaines History Center , 781 Pearson Street	44	Prairie Triangle , Prairie Avenue at Arlington Avenue
16	Des Plaines Manor Park , 500 LaSalle Street	45	Rand Park/Mystic Waters , 2025 Miner Street
17	DiMucci-Lowenberg Park , 400 Radcliffe Avenue	46	Seminole Park , 3000 Scott Street, at Craig Drive
18	Eaton Field Park , 2975 Craig Drive, at Patton Drive	47	Sesquicentennial Park , 255 Grove Street, at Sherman Place
19	Garden Plots , 601 S. Westgate Road	48	Sioux Park , 500 Clayton Lane
20	Golf Center Des Plaines , 353 N. River Road	49	South Golf Cul-de-Sac , 975 S. Golf Cul-de-Sac
21	Hawaii Park , 665 Polynesian Drive	50	South School , 1535 Everett Avenue
22	Hoffman Park , 740 Hoffman Parkway, at W. Villa Drive	51	Terrace School , 735 S. Westgate Road
23	Horseshoe Triangle , Wolf Road at Greenview Avenue	52	Teton Park , 520 State Street
24	Iroquois Pool , 2324 Maple Street (Iroquois School)	53	Tomahawk Park , 350 S. Westgate Road
25	Jaycee Park , 1496 Wicke Avenue, at Cora Street	54	West Park , 651 S. Wolf Road
26	Kiwanis Park , 1700 Lincoln Avenue, at Orchard Street	55	Westfield Gardens Park , 955 S. Warrington Road
27	Kutchen Park , 440 State Street	56	Willow Park , 1314 Willow Avenue, at Laurel Avenue
28	Kylemore Greens Park , 900 Kylemore Drive	57	Winnebago Park , 1218 Margret Street, at Van Buren Avenue
29	Lake Park , 2200 Lee Street	58	Woodlawn Park , 875 Woodlawn Avenue, at S. Third Avenue
29	Lake Park Golf Course & Marina , 1015 Howard Avenue	59	Yale Court , 600 Yale Court, at Eighth Avenue

INFORMATION ONLY

EXHIBIT "D"

SAMPLE CONTRACT

REFUSE & RECYCLING SERVICE for the Des Plaines Park District

THIS CONTRACT, entered into this **Second day of December 2013** by and between the Des Plaines Park District, 2222 Birch Street, Des Plaines, IL 60018, hereinafter called the "Owner", and _____ existing under the laws of the State of Illinois an individual hereinafter called the "Contractor."

WITNESSETH:

In consideration of the mutual covenants existing between the parties, and the further consideration specifically set forth herein, the parties agree as follows:

ARTICLE I: SERVICE TO BE PERFORMED BY THE CONTRACTOR

Contractor agrees, at his own cost and expense, to do all work and to furnish all labor, equipment (except as specified), and other property to complete all the work included in the **Refuse & Recycling Service for the Des Plaines Park District Bidding Specifications**, all in full accordance with and in compliance with and as required by the hereinafter specified **Contract Documents** (Bid Specifications) for said service.

ARTICLE II: CONTRACT DOCUMENTS

The Contract Documents herein mentioned include all of the Contract documents for the Contract Refuse & Recycling Service Proposal, including, but not limited to, the following:

1. Bidding Specifications
2. The Form of Proposal
3. Certification
4. The Contract
5. All Bonds, Insurance Certificates, and Insurance
6. Notice Of Award
7. Any and all other documents or papers included or referred to in the foregoing documents.

All of which documents are on file in the Des Plaines Park District Administrative Office, said documents being hereby incorporated and made a part herein by reference, the same as if set forth herein.

INFORMATION ONLY

ARTICLE III: CONTRACT AMOUNT

The Contractor agrees to receive and accept the following monthly sum as full compensation for furnishing all equipment and for doing all the work contemplated and embraced in this Contract; also for loss or damage arising out of the nature of the work aforesaid or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, and for all risks of every description connected with the work; also for well and faithful completing the work, and the whole thereof, in the manner and according to the in compliance with the Contract Documents.

	<u>Monthly Rate</u>	<u>Total Annual Sum</u>
YR.1 2013/14 Refuse & Recycling Service Des Plaines Park District <i>As specified in bid proposal</i>	\$ _____	\$ _____
YR.2 2014/15 Refuse & Recycling Service Des Plaines Park District <i>As specified in bid proposal</i>	\$ _____	\$ _____
YR.3 2015/16 Refuse & Recycling Service Des Plaines Park District <i>As specified in bid proposal</i>	\$ _____	\$ _____

TOTAL ANNUAL CONTRACT PRICE FOR 3 YEARS: \$ _____

Each inspection of the service sites will be compared to the Technical Specifications. Any items not completed per specifications will be handled as follows:

1. Contractor will be notified of the problem(s) and will have a period of one week to respond and two weeks to correct said problem.

2. If the problem(s) noted are not corrected within the allotted time specified, the Park District will provide their personnel to complete the tasks. The contractor will then be billed at an hourly overtime rate plus benefits for each Park employee needed to complete the tasks. A supervisory rate will also be added to the total deduction of daily rate. We will also deduct a percentage of the service company weekly fee for the percentage of work not completed.

PAYMENTS AND WAIVERS OF LIEN

Monthly payout requests by the contractors have to be in the Park District office no later than the 15th day of the month for payout at the end of each month.

INFORMATION ONLY

ARTICLE IV: CONFLICT BETWEEN COMPONENT PART OF CONTRACT

In the event that any provision in any of the following component parts of this Contract conflicts with any provision in any other of the following component parts, the provisions in the component part which precedes it numerically is binding, except as may be otherwise specifically stated. Said component parts are the following:

1. General Conditions of Contract
2. Task Schedule and Specifications
3. Contractor's Proposal
4. Any other Contractor documents

Notwithstanding the foregoing, in the event of a conflict with the terms and conditions of this Contract and Task Schedule and Specifications and the terms and conditions of any Contractor documents, the terms and provisions of this Contract and Task Schedule and Specifications shall control.

This Contract is intended to conform in all respects to applicable statutes of the State of Illinois in which the work is constructed and if any part or provisions of this Contract conflicts therewith, the said statutes shall govern.

ARTICLE V: FAIR EMPLOYMENT ACT

The Owner agrees with said Contractor to employ, and does hereby employ, the said Contractor to provide the equipment and do all the work, and do all other things hereinabove mentioned, according to the terms and conditions hereinabove contained or referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth or referred to in the Contract Documents: and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants here contained.

ARTICLE VI: STARTING AND LENGTH OF CONTRACT

The Contractor shall, and agrees to, furnish and deliver to the Owner within fifteen (15) days after date of award of this Contract duplicate executed Agreement, Bonds and Insurance Certificates and policies of insurance required of him prior to starting work, and all other things which are required of him by the Contract Documents as a prerequisite of starting work.

The Length of the Contract shall be from December 2, 2013 to December 1, 2016.

ARTICLE VII: CANCELLATION

The Des Plaines Park District reserves the right to terminate the Contract after 30 days written notice to the Contractor.

INFORMATION ONLY

ARTICLE VIII: WARRANTY AND INDEMNIFICATIONS

Contractor represents and warrants to Owner that it is not a party to any agreement containing a non-competition provision or other restriction with respect to : (a) any services or business which Contractor has agreed to perform or conduct under the Contract Documents, or (b) the disclosure or use of any information which directly or indirectly relates to the nature of the business of Owner or the services to be rendered by Contractor under the Contract Documents. Contractor shall indemnify and hold harmless Owner, its officers, employees, and agents against any claims, demands, cost and expenses, including reasonable attorney's fees and costs, arising from or in connection with Contractor's breach of any representation or warranty contained in this Article.

OWNER

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

BY: _____

BY: _____

TITLE: _____

TITLE: _____