

# **Glenbard Wastewater Authority**



## **Contract Documents**

**For**

## **Janitorial Services**

**Bid Opening: July 23, 2020**

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## **Section A: Invitation to Bid**

### **1. Time and Place of Bid Opening**

Sealed bids for **Janitorial Services** will be received by the *Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, Illinois 60137, until 2:00 p.m. on Thursday, July 23, 2020.* At that time, bids will be publicly opened and read. All bids shall be submitted in an opaque, sealed envelope clearly labeled to identify the bidder and the project, and marked **“SEALED BID – Glenbard Wastewater Authority – Janitorial Services – DO NOT OPEN”**. Bids received after **2:00 p.m.** will be returned unopened.

### **2. Description of Services**

In general, the Janitorial Services are to be conducted at various locations within the main facility for the Glenbard Wastewater Authority, located at 945 Bemis Road, Glen Ellyn, Illinois. Services are to be provided as specified in Section C of the Contract Documents.

### **3. Instructions to Bidders**

Bid documents may be obtained and/or examined at the offices of the Glenbard Wastewater Authority, 945 Bemis Road, Glen Ellyn, Illinois 60137 Phone: (630) 790-1901, Monday through Friday, 8:00 a.m. to 3:00 p.m. or by visiting [www.gbww.org](http://www.gbww.org) and clicking on the **Postings of Public Notices and Review Documents** link on the home page.

### **4. Rejection of Bids**

The Glenbard Wastewater Authority Executive Oversight Committee reserves the right to reject any and all proposals, and to waive technicalities, irregularities, and/or informalities. All costs and prices quoted are firm and irrevocable for a period of ninety (90) days after the actual date of Bid opening. Each Bid received is an irrevocable offer, which upon acceptance by Glenbard Wastewater Authority, forms a binding contract. Unless the Executive Oversight Committee rejects the Bid in the exercise of discretion, award of contract shall be to the lowest responsible and responsive bidder, in a manner consistent with law.

Dated at Glen Ellyn, Illinois this 19th of June, 2020.

## **Section B: Requirements and Instructions to Bidders**

1. The successful Bidder shall furnish specified services to the Glenbard Wastewater Authority within the time period specified in the Agreement.
2. All Bidders shall inform themselves of all conditions under which the work is to be performed, and all other relevant matters that may affect the quantity of the work, labor, equipment, and materials required to provide the services needed therein. The Bidder shall make his/her own determination as to conditions he/she may encounter or create, without additional cost to the Owner. The Bidder further agrees that upon execution of the Agreement, he/she shall make no claims against the Glenbard Wastewater Authority for any estimate or statement made by any agent or officer of the Authority, which may prove to be erroneous in any respect.
3. All bids and contract forms shall be prepared and signed by person(s) authorized by the bidder, and submitted on the forms attached hereto, and without removal from this bound packet. All bids shall be typed or legibly written in ink. Each bid shall include such pertinent data illustrating the Bidder's capability to meet the services specified. Further, all bids must be accompanied by a fully executed Non-Collusion Certificate and Equal Employment Opportunity Acknowledgement, as provided herein.
4. Basis of Award: Proposals will be evaluated on the prices for the "Daily Services for Basis of Bid" as detailed in Section C of this bid request (Item 1 in Section D). Prices for "Additional Services" as detailed in Section C of this bid request (Item 2 in Section D) will only be used on an as needed basis, and will not be used for determination of a low bidder. Award will be made by the approval of the Glenbard Wastewater Authority Executive Oversight Committee. The lowest, responsive, responsible bidder will be expected to commence service to the Authority upon such award.
5. At any time after the submission of a proposal, Bidders shall not dispute or complain of the aforesaid list of approximate quantities or assert that there was any misunderstanding as to the amount or character of the work required to be done, and shall not make any claims for damages, or for loss of profits or for an extension of time.

## **Section C: Description of Services to be Provided**

### **Summary of Request for Proposal for Janitorial Services:**

The Glenbard Wastewater Authority (GWA) is requesting a proposal for janitorial services, with services commencing any time after 5:00 p.m., from an outside vendor to service three (3) buildings located at our main facility 945 Bemis Road, Glen Ellyn, Illinois 60137. Buildings to be serviced:

- Administration Building (Designated as Building R) – Offices, Hallways, Conference Rooms, Bathrooms/Locker Rooms, break room, and weight room; 2 offices and 1 conference room have carpeting
- Maintenance Building (Designated as Building S) – Office, Hallways & Bathroom
- Electronics Building (Designated as Building T) – Offices, Hallways & Bathroom/Shower

### **SUMMARY OF DAILY SERVICES FOR BASIS OF BID**

#### **Entrances, Lobby & Hallways**

- |                                                                                          |           |
|------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers and replace liners as needed | Per Visit |
| <i>Note: Includes 1 small trash can located outside of the Administration Bldg.</i>      |           |
| <input type="checkbox"/> Clean and polish drinking fountains                             | Per Visit |
| <input type="checkbox"/> Clean receptionist desk                                         | Per Visit |
| <input type="checkbox"/> Straighten magazines                                            | Per Visit |
| <input type="checkbox"/> Dust horizontal surfaces                                        | Per Visit |
| <input type="checkbox"/> Vacuum carpeting                                                | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors                               | Per Visit |
| <input type="checkbox"/> Clean glass on entry doors                                      | Per Visit |
| <input type="checkbox"/> Vacuum and/or wipe furniture                                    | Weekly    |
| <input type="checkbox"/> Empty cigarette urns in outside designated areas                | Weekly    |

#### **Private Offices, Cubicles/Work Stations & Conference Room(s)**

- |                                                                                           |           |
|-------------------------------------------------------------------------------------------|-----------|
| <input type="checkbox"/> Empty trash, spot clean containers and replace liners as needed  | Per Visit |
| <input type="checkbox"/> Spot clean interior glass                                        | Per Visit |
| <input type="checkbox"/> Vacuum high traffic areas of carpeting                           | Per Visit |
| <input type="checkbox"/> Sweep and mop hard surface floors                                | Per Visit |
| <input type="checkbox"/> Damp wipe desktops, tables if cleared off, on a designated night | Weekly    |
| <input type="checkbox"/> Vacuum hard to reach areas of carpeting                          | Weekly    |
| <input type="checkbox"/> High dust areas including vents, blinds and door frames          | Monthly   |
| <input type="checkbox"/> Low dust areas including chair legs and table legs               | Monthly   |
| <input type="checkbox"/> Wipe and sanitize telephones                                     | Monthly   |
| <input type="checkbox"/> Empty Recycle Bins                                               | Per Visit |

**Laboratory Area**

- Clean sink Per Visit
- Damp wipe desktops Per Visit
- Empty trash, spot clean containers and replace liners as needed Per Visit
- Sweep and mop floors Weekly

**Lunch room**

- Empty trash, spot clean containers and replace liners as needed Per Visit
- Sanitize touch points: door, refrigerator and microwave handles Per Visit
- Clean and straighten coffee areas Per Visit
- Clean tables, chairs, counter tops and sinks Per Visit
- Spot clean walls Per Visit
- Clean front of vending machines, water cooler and refrigerator Per Visit
- Clean microwave(s); inside and out Per Visit
- Sweep and mop hard surface floors Per Visit
- Dust top of refrigerator(s) Weekly
- Clean out of Refrigerator on or about the 15<sup>th</sup> of every month Monthly  
(Including the disposal of all items not marked with name and date)

**Restrooms & Showers**

- Clean and disinfect toilet bowls and urinals Per Visit
- Scour and disinfect sinks and polish fixtures Per Visit
- Clean and disinfect counter tops Per Visit
- Clean mirrors Per Visit
- Empty trash, spot clean container and replace liners Per Visit
- Dust vents and horizontal surfaces Per Visit
- Spot clean walls, light switches and cabinets Per Visit
- Restock restrooms with supplies Per Visit
- Dust vents and horizontal surfaces Per Visit
- Sweep, mop and disinfect floors Per Visit
- Clean partitions Weekly

**Stairwell(s)**

- Sweep and mop hard surface floors Per Visit
- Police stairwells for trash Per Visit
- Vacuum carpeting; including mats Per Visit
- Dust handrails and supports Weekly

**Janitorial Closet(s) & Storage Areas**

- Clean utility sink Per Visit
- Maintain equipment and supplies in a neat and orderly fashion Per Visit
- Remove trash and empty boxes Per Visit
- Sweep and mop floors Weekly

**Weight Room**

- Damp mop weight room Weekly

## **ADDITIONAL SERVICES**

*Please Quote Pricing for Additional Services on an “as needed” basis:*

- Carpet cleaning
- Window cleaning
- Stripping and Refinishing (floor waxing)
- Initial cleans/Impact cleans
- Construction clean-ups
- Emergency clean-ups
- Dust and debris removal from light fixture covers
- Inventory, order & source paper supplies
- Total Cleaning of Weight Room, including the wiping down of all machines and weights with hospital grade sanitizer, sanitized mopping of floor.

GWA will provide consumable items such as toilet paper, paper towels, urinal screens etc. and will rely on the contractor to communicate in writing when materials need to be replaced.

Contractor is responsible for providing their own cleaning supplies and equipment, which can be stored in a designated area at GWA. Hospital grade cleaning solutions are warranted due to nature of the GWA’s industry. Hospital grade cleaning solutions could be defined as any cleaning solutions that are suitable for the general purpose of disinfection of building and material surfaces in hospitals or medical care facilities.

**Proposal should be based on servicing of the facilities three (3) days a week.**

Any agreed to contract will be effective August 13, 2020 through August 12, 2023. At which time GWA may, at its discretion, extend the contract for a fourth (4<sup>th</sup>) year. **Proposals are due by Thursday, July 23, 2020 by 2:00 p.m.**

Review of facilities is available by appointment only Monday through Friday, between the hours of 8:30 a.m. and 3:00 p.m. Due to Social Distancing Guidelines, appointments for site inspections must be scheduled in advance and no more than 2 representatives for a potential contractor will allowed to participate. Facemasks must also be worn, but can be provided if needed. Please contact GWA’s Administrative Secretary, Gayle Lendabarker, at 630/790-1901, to schedule an appointment.

**Section D: Proposal for Janitorial Services**

To: Executive Oversight Committee  
Glenbard Wastewater Authority

The bidder has examined, read, and considered the terms and conditions of all the Contract Documents for the above-titled services, the site of the work, the means of access thereto, the adjoining and adjacent premises and the facilities to provide services at the Glenbard Wastewater Authority.

The Bidder has also examined the Invitation to Bid, the Requirements and Instructions to Bidders (Bidding Requirements, hereinafter), has made the examinations and investigations therein required, and has been advised as follows:

The Glenbard Wastewater Authority, (GWA hereafter), is exempt from the Illinois State Sales Tax, and prices quoted shall not include the cost of such taxes. The Illinois Exemption Number is E9983-8303-08. The prices quoted herein by the bidder conclusively include all other direct or indirect Federal, State, County, and local taxes and fees which apply and also comply with all Federal laws and regulations.

**Item 1**

Price per week (3-days/week) to provide “Daily Services” as detailed in Section C:

\$ \_\_\_\_\_  
(Written in words)

Annual Price for “Daily Services” (weekly price x 52)      \$ \_\_\_\_\_  
(Written in figures)

In the event that there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.

**Item 2**

**Prices for “Additional Services” as detailed in Section C. Prices shall be provided as a unit cost per event for:**

Carpet cleaning      \$ \_\_\_\_\_  
(Written in figures)

Window cleaning      \$ \_\_\_\_\_  
(Written in figures)

Stripping and Refinishing (floor waxing)      \$ \_\_\_\_\_  
(Written in figures)



Initial cleans/Impact cleans	\$ _____ (Written in figures)
Construction clean-ups	\$ _____ (Written in figures)
Emergency clean-ups	\$ _____ (Written in figures)
Dust and debris removal from light fixture covers	\$ _____ (Written in figures)
Inventory, order & source paper supplies	\$ _____ (Written in figures)
Total Cleaning of Weight Room (dusting of all equipment, weights and machines)	\$ _____ (Written in figures)

The bidder hereby guarantees that all material, equipment and appurtenances furnished under this Proposal will be free from defects in manufacture and supply.

In submitting this Proposal, the Bidder represents and warrants the availability of the necessary skilled trades people and other classifications of labor necessary to perform the work required.

The Bidder, in submitting this Proposal, verifies that all of the Contract Documents listed in the Table of Contents for this Bid Document are attached hereto.

The Bidder's attention is directed to the agreement for information on insurance requirements. It is strongly recommended that the bidder investigate the costs of obtaining the required insurance before submitting a bid proposal.

The Bidder hereby accepts the invitation of the Glenbard Wastewater Authority to submit this proposal.

Firm Name: \_\_\_\_\_

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

(Signature of Authorized Officer)

\_\_\_\_\_  
(Print name of Officer)

\_\_\_\_\_  
(Title of Officer)

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**ALL SIGNATURES SHALL BE IN WRITING AND NO PROPOSAL SHALL BE CONSIDERED UNLESS SO SIGNED.**

Bidders shall acknowledge receipt of any addenda to this Proposal (a) by signing and returning the addenda with their proposal, or (b) by identifying the addenda numbers in the space provided below.

Note: By identifying the addenda numbers, the Bidder acknowledges that they have taken into consideration all revisions of each addendum when preparing and submitting the Proposal.

Addendum No. (s) \_\_\_\_\_

**Section E:**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This is an Agreement made as of \_\_\_\_\_, 2020, between the Glenbard Wastewater Authority (“Owner”) and \_\_\_\_\_ (“Contractor”), for Janitorial Services. Owner and Contractor, in consideration of their mutual promises agree to the performance of services by the contractor and the payment for those services by the Owner.

Owner:           Glenbard Wastewater Authority  
                    945 Bemis Road  
                    Glen Ellyn, IL 60137

Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project:           Janitorial Services

The Owner and Contractor agree as set forth below:

**SECTION 1 - BASIC SERVICES OF CONTRACTOR**

1. Contractor shall perform all the work specified in the Contract Documents. The term “work” means the execution of services required by the Contract Documents, and includes all material, labor, equipment, tools, appliances, appurtenances, supervision and other services necessary for the Contractor to perform and complete everything specified or implied in the Contract Documents.
2. Contractor shall provide Owner with Safety Data Sheets (SDS) for all chemicals and materials requiring use by Contractor on Owner's property.

**SECTION 2 - TERM OF THE AGREEMENT**

1. This Agreement shall commence August 13, 2020 and will end on August 12, 2023.
2. This Agreement may be renewed annually for successive one (1) year terms by written notice of renewal submitted by either party to the other and acceptance in writing by the non-notifying party.

3. Prices charged under this Agreement for any renewal term shall be recalculated and agreed to by both parties and approved by both parties in a written amendment attached to this Agreement. Failure to agree on new prices shall constitute non-renewal.
4. Termination having been explicitly contemplated by Owner, notice of election to terminate shall take the following form:

**NOTICE OF TERMINATION**

This is to notify you that GWA has elected to cancel and terminate, and does hereby cancel and terminate, effective \_\_\_\_\_, 20\_\_, the following written contract entered into with you, all in accordance with the terms and provisions thereof: Janitorial Services; Bid Opening: July 23, 2020, Between Glenbard Wastewater Authority and \_\_\_\_\_ (Contractor).

5. Notice of Termination shall be by service of the above by certified mail or in person by the GWA and upon the Contractor.
6. Any Notice of Termination shall be sent to provide thirty (30) days' notice, prior to the actual date of expiration, to the Contractor.
7. Notices served by certified mail shall be presumed to have been received four (4) days after mailing of said notice. Notice shall be sent to Contractor's address stated in the Proposal:

CONTRACTOR:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION 3 - PAYMENTS TO CONTRACTOR**

1. The Contractor agrees to accept, and the Glenbard Wastewater Authority agrees to pay, the following prices as full compensation for furnishing all the labor, tools, materials, and appurtenances necessary to complete all the work specified in this Contract, also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties encountered in the prosecution of the same; and for all risks of every description connected with the work; and for well and faithfully completing the entire work, free of all claims, liens and charges whatsoever and in full compliance with the specifications and the requirements of the Glenbard Wastewater Authority, complete under them, to wit:

**Janitorial Services:**

\_\_\_\_\_ per 3-day weekly period.  
(Written in Words)

\_\_\_\_\_ per 3-day weekly period.  
(Written in Figures)

In the event that there is a discrepancy between the “Written in Words” and the “Written in Figures” amounts, the “Written in Words” amount shall govern.

The Owner’s maximum obligation under this Contract shall not exceed the *TOTAL Contract Obligation of Owner* as specified, unless expressly authorized in writing by GWA and authorized by the Glenbard Executive Oversight Committee. The above prices will be used to determine compensation to the Contractor for the work, but Owner does not guarantee that Owner will request any minimum or maximum quantities of work, for unit price items defined as “additional services.”

- 2. Monthly Statement. Contractor will tender a monthly statement to Owner for services performed during the preceding month. The statement will detail dates and description of services provided at the time of each billing. Owner shall remit payment as per the Illinois Prompt Payment Act.
- 3. No Guarantee of Employment. Nothing contained herein shall constitute a guarantee that Contractor will be employed for a minimum number of days or hours during the period covered by this Agreement or any renewal thereof.

**SECTION 4 - DUTIES OF OWNER**

Owner's Responsibilities. The Owner is responsible to provide access to its facilities so that the Contractor can provide services. The owner is responsible for providing consumable items such as toilet paper, paper towels, hand soap, air fresheners, urinal screens, etc. The Owner will, whenever possible, notify the Contractor at least two (2) working days in advance of the any request for “additional services” as described in Section C.

**SECTION 5 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

- 1. Indemnification and Insurance. This Agreement is subject to the following special provisions: Indemnification Against General Liability:
  - a. The Contractor and Owner shall indemnify, hold harmless and defend each other and their agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the services provided, however, that any such claims, damage, loss, or expense (1) is attributable to bodily injury, sickness,

disease or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any negligent act or omission of the Contractor and Owner, anyone directly or indirectly employed by them or anyone for whose acts Contractor may be liable regardless of whether or not is caused in part by a party indemnified hereunder, in which case Contractor's and Owner's liability shall be limited to its proportionate or contributory share of the negligence covering the claim, damage, loss or expense.

2. Insurance: The Contractor shall maintain at all times throughout the term of this Agreement, and throughout any extension or renewal thereof, insurance with minimum limits and coverage as shown below:

a. Workers' Compensation - Worker's Compensation Insurance, including Occupational Disease, meeting the statutory requirements of the State of Illinois, and Employer's Liability Insurance in an amount of at least One Million Dollars (\$1,000,000.00). Policy must waive subrogation against the Owner; however, such waiver shall not apply where Owner is solely negligent or the proximate cause of the injury arises from Owner's activity outside the oxygen plant.

b. Comprehensive General Liability Insurance: Comprehensive General Liability Insurance providing One Million Dollars (\$1,000,000.00) each for bodily injury and property damage combined single limit; Two Million Dollars (\$2,000,000.00) in the aggregate for this Agreement. If such aggregate shall be partially or totally impaired as the result of losses suffered outside this Agreement, Contractor shall provide through other insurance, or its own means, that amount required to provide Owner with Two Million Dollars (\$2,000,000) of aggregate protection in any single policy year.

c. Excess Liability Insurance: At the Contractor's option, primary limits may be less than required above with an excess liability (umbrella) policy providing the additional limits required. This form of insurance will be acceptable provided it, combined with primary policies, provide the insurance coverage herein required and that the excess liability minimum amounts equal or exceed Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate.

d. The Glenbard Wastewater Authority is to be acknowledged on the Certificate of Insurance as "Additional Insured" with respects to liability.

e. Comprehensive Automobile Liability Insurance: Comprehensive automobile liability insurance, covering all owned, non-owned and hired vehicles in limits of liability equal to those set forth herein above, namely One Million Dollars (\$1,000,000.00) combined single limit.

3. Certificates of Insurance: The Contractor shall furnish to the Owner, Certificates of Insurance evidencing coverage of the above recited insurance requirements.

- a. All Certificates of Insurance must state that any material changes in coverage or non-renewal or cancellation will be provided to the Owner ten (10) days prior to the effective date of any such change, non-renewal or cancellation.
  - b. The form of the Certificate of Insurance shall be subject to the reasonable approval of the Owner and its attorney.
  - c. The Certificates of Insurance will be delivered to Owner forthwith.
  - d. It is understood and agreed that the insurance coverage and limits required above shall in no way limit the extent of the Contractor's responsibilities and liabilities specified within this Agreement.
  - e. It is understood and agreed that authorization is hereby expressly granted to Owner without the benefit of "lien right" in favor of Contractor for the Owner to withhold payments to the Contractor until a properly executed Certificate of Insurance providing insurance as required herein is received by the Owner.
  - f. It is expressly understood and agreed by the Contractor that he/she will not proceed with the services described in this Agreement until the required insurance certificates are in the hands of the Owner.
4. Subcontracts. Contractor shall not subcontract with any other company except as expressly specified and approved by Owner.
  5. Accounting Records. Records of basic services performed by personnel of Contractor and personnel expense, if applicable, all as related to this Agreement, shall be kept on the basis of generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representative during normal business hours.
  6. Contractor's Representations. The Contractor represents to the Owner that he/she is familiar with the site of the Project, governmental requirements controlling the Project, funding of the Project and all Industry standard specifications and policies; that the services of the Contractor will reflect knowledge and consideration of work site conditions and applicable governmental regulations which are in effect on the days during which services are performed by Contractor and shall be in conformance with Industry standard specifications and policies.

#### SECTION 6 - GENERAL PROVISIONS

1. This Agreement is subject to the following General Provisions:
  - a. This Agreement may not be assigned by either party, except with the prior written consent of the other party.
  - b. No assignment of this Agreement shall relieve the assignor of any of its liabilities hereunder.
  - c. No waiver of any right or failure to exercise any remedy with respect to any matter or event subject to this Agreement, shall be or be deemed to be a waiver of such right or remedy with respect to any other matter or event, or to constitute a precedent for purposes of the interpretation of this Agreement.

- d. Headings used in this Agreement are for convenience of reference only, and shall not be considered in the construction or interpretation of this Agreement.
  - e. This Agreement shall be governed by the laws of the State of Illinois. Venue shall be in DuPage County.
2. Exhibits. The following exhibits are attached to and made a part of this Agreement:
- a. “Section C: Description of Services to be Provided”
3. The Agreement. This Agreement, together with the exhibits identified above, constitute the entire agreement between Owner and Contractor and supersede all prior written or oral understandings. This Agreement and said exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.
4. Limit of Liability. In no event shall Contractor or Owner be liable for any special, indirect, incidental, consequential or punitive damages hereunder, whether or not such damages were caused by or resulted from Contractor’s or Owner’s negligence. No claim of any kind of breach of warranty, whether based on negligence, warranty, or breach of contract, shall be greater in aggregate amount than Fifty Thousand dollars (\$50,000), except for any amounts recovered under or paid by the Contractor’s Insurance required to be maintained as per Section 5 of this Agreement. However, nothing in this paragraph shall limit in any way the liability of the Contractor for claims brought by its employees due to the amount or type of damages, compensation, or benefits payable by or for, or paid by or for, the Contractor under any Workers’ Compensation or Disability Benefit Acts or Employee Benefit Acts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Owner:

Glenbard Wastewater Authority  
 Glen Ellyn, Illinois

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(Authorized Representative)

Contractor:

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(Authorized Representative)



**Section F:**

**(1): Certificates**

**Non-Collusion Certificate**

**CERTIFICATION THAT CONTRACTOR IS NOT BARRED FROM  
PUBLIC CONTRACTING DUE TO BID-RIGGING OR  
BID ROTATING CONVICTION**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (Ill. Rev. Stat. 1987, ch. 38, par. 33-E-3, 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (Ill. Rev. Stat. 1987, ch. 38, par. 33E-11) requires bidders and contractors to certify on a form provided by the unit of government or school district that they are not barred from public contracting due to bid-rigging or bid rotation convictions.

NOW, THEREFORE, IT IS CERTIFIED THAT the undersigned,

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*(Individual, Firm, Corporation, or Other Entity)*

Is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotation under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officer or employee of the bidder or contractor, have been so convicted, and that the bidder or contractor is not the successor company, or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above named public body, in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term, or otherwise prior to entering into any contract therewith.

DATED: \_\_\_\_\_ By: \_\_\_\_\_  
(Printed Name of Officer)

Attest: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature) (Corp. Seal or Registration Number)

“In the event that circumstances certified to in this certificate should change, we will notify you of the change within fifteen (15) calendar days”.

## **(2): ACKNOWLEDGEMENTS**

### **EQUAL EMPLOYMENT OPPORTUNITY**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the Contracting Agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the Contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.

7. That it will include verbatim or by reference, the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
8. That it will comply with the provisions of 775 ILCS 5/2-105 relating to public contracts.

\* \* \* \* \*

Contractor acknowledges its obligations:

- (a) to comply with the aforementioned Equal Employment Opportunity clause, items 1 through 8.
- (b) to comply with the requirements of Sections 269 to 275, Chapter 48, Illinois Revised Statutes, 1989, re: preference to employment of Illinois laborers;
- (c) to comply with the Illinois Act regulating wages of laborers, mechanics and other workers employed in any public works commonly known as the Illinois Prevailing Wage Act, Section 39(s)-1, chapter 48, Illinois Revised Statutes, 1989.
- (d) to comply with the Illinois Minimum Wage Law, Chapter 48, Section 1001, et seq., Illinois Revised Statutes, 1989.

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Contractor

by: \_\_\_\_\_  
AUTHORIZED SIGNATURE