

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
Algonquin, IL 60102
Refuse and Recycled Materials Hauling and Disposal Bid # 2017-13
April 26, 2017

Dear Prospective Bidders;

Sealed bids will be received until 3:00 p.m., prevailing time, on Wednesday, May 17, 2017 in the District 158 Administrative Center, 650 Academic Drive, Algonquin, Illinois 60102, by the Board of Education of Huntley Community School District No. 158, McHenry and Kane Counties, Illinois, for:

Refuse and Recycled Materials Hauling and Disposal Bid # 2017-13

A mandatory pre-bid meeting for the Refuse and Recycled Materials Hauling and Disposal service contract bid will be held Wednesday, May 10, 2017 at 1:00 p.m. at District 158 Administrative Office, 650 Academic Drive, Algonquin, Illinois 60102. All bidders will meet at reception area by door #1.

Proposals complying with the bid documents will be received for the projects until the specified closing time. Bids shall be submitted on or before the specified closing time in an opaque sealed envelope marked "Bid #2017-13 Refuse and Recycled Materials Hauling and Disposal" on the outside and addressed to: Dr. John Burkey, Superintendent of Schools, Huntley Community School District No. 158, Administrative Office, 650 Academic Drive, Algonquin, Illinois 60102. Bids shall be opened publicly and the contents announced at the specified closing time and at the location immediately above. Bids received after stated time will not be accepted and will be returned unopened.

All bids submitted shall be valid for a period of at least (60) sixty days from the date of bid opening. The only alterations, which may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at time of opening.

The Bidder shall be actively engaged in work of the nature of the services for which bid is submitted as described in the bid specifications and shall have adequate equipment and personnel to do the work. Each Bidder shall submit with their proposal, a list of no less than five (5) projects, from five different clients, completed within the last three years, related to the type of work specified in the particular bid specification.

The Board of Education of Huntley Community School District No. 158 reserves the right to reject any or all bids or parts thereof, to waive any irregularities or informalities in the bidding procedures and to award the contracts in a manner serving the best interest of the school district.

All bidders must comply with the applicable Illinois Law requiring the payment of prevailing wages by all contractors working on public projects, and bidders must comply with the Illinois Statutory requirements regarding labor and bidding, including Equal Opportunity Laws.

Bidding documents will be on file and may be obtained from the Huntley Community School District 158 website (www.district158.org) or by calling the office of the Director of Operations and Maintenance, 650 Academic, Algonquin, Illinois 60102, telephone (847) 659-6163, fax (847) 659-6126.

Respectfully,

Doug Renkosik
Director of Operations and Maintenance

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GENERAL CONDITIONS

See Instructions to Bidders and General Conditions Exhibit B to the Bid specification.

A Bid Bond in the amount of 10% of the Base Bid for a 12 month contract is required as a part of a complete bid. A Performance Bond may be required. A bid price for the Performance Bond shall be identified on the Bid form.

SCOPE OF WORK

The rubbish hauling and recycling contractor is to provide a bid price for collection containers, hauling services, and proper off-site disposal including any associated fees for handling all rubbish and recyclable materials at nine locations. The bid price shall include any and all fuel surcharge costs which the vendor may experience during the term of the contract. Huntley Community School District 158 will not approve additional payments to the vendor for claims of fuel surcharge during the life of the contract.

The frequency of pick-ups, container requirements, and the locations of the nine buildings are shown on the list later in these specifications. The frequency of pickup will be at one rate for the school year and another rate for the summer break. The tentative service schedule is defined as follows.....

- Year #1 - School Session -August 12, 2017 thru June 8, 2018**
- Summer Break - June 11, 2018 thru August 10, 2018**
- Year #2 -School Session -August 13, 2018 thru June 7, 2019**
- Summer Break - June 10, 2019 thru August 9, 2019**
- Year #3 -School Session -August 12, 2019 thru June 5, 2020**
- Summer Break - June 8, 2020 thru August 14, 2020**

TERMS OF CONTRACT

By providing a bid response, it is implied that the bidder agrees to comply with the terms and conditions of the sample contract form included with this bid specification in Exhibit A provided including the **Initial Term** and terms for **Termination for Unsatisfactory Service** as outlined.

DISPOSAL METHODS

Contractor shall employ properly licensed drivers to operate the vehicles which will haul the refuse and recycled materials. The contractor shall use only properly licensed and registered vehicles with up to date safety inspections according to all local, state and federal regulatory requirements. All handled waste shall be transported to a government licensed landfill and properly disposed of in accordance with all Illinois Environmental Protection Agency and United States Environmental Protection Agency Guidelines. As a part of the bid price, the bidder shall be responsible for paying all landfill fees.

CONTAINERS

Bidder shall agree to provide and maintain containers for recycling and rubbish which are neat in appearance and functional. Failure of the contractor to maintain adequate, functional, and neat containers shall be grounds for termination of their contract for the services described in these specifications. Contractor shall furnish master keyed lock systems for all refuse and cardboard containers. In addition, the District shall be furnished 27 copies of the key as a part of the bid. Contractor may furnish an alternate proposal with containers different than those specified here-in provided.....

- the container shall not require more ground space than the specified quantity of specified type of containers
- the alternative container has a locking lid
- the alternate containers will not damage the existing asphalt pavement in handling. Bidders must furnish product literature (including physical dimensions) and alternative pickup schedule information with any alternate bid.

REGULAR RUBBISH - Bins shall be complete with lockable, hinged, covers. Base bid shall include the standard container sizes and quantities as specified by the list later in these specifications.

RECYCLE MIXED PAPER AND CARDBOARD - Bins shall be complete with lockable, hinged covers. Base bid shall include the standard container sizes and quantities as specified by the list later in these specifications. Bins shall

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be clearly labeled “Recycle mixed paper products only”. Where specified, “ 90 Gallon Toter” containers shall be 95 gallon capacity, plastic construction.

RECYCLE NEWSPAPER AND CO-MINGLED MATERIALS- Where specified, “ 95 Gallon Toter” containers shall be 90 gallon capacity, plastic construction.. Containers shall be complete with hinged lid and wheels. Base bid shall include the standard container sizes and quantities as specified by the list later in these specifications. Bins shall be clearly labeled “For recyclable materials only”

RECYCLING SERVICES

The contractor shall furnish services for pickup and handling of recyclable materials including environmentally responsible distribution of recyclable post consumer wastes. Any costs associated with distribution of the recyclable materials after they are removed from District 158 property by the contractor, shall be the responsibility of the contractor as a part of the bid price.

Bidder shall furnish, upon request, support services for promoting District 158’s recycling program including personnel for staff development meetings to explain the program to District 158 employees at the nine locations. In addition, similar support services shall be made available should program changes be proposed.

The following materials shall be handled by the bidder as a part of the bid for recycling services. The container requirements and frequency of pickups is listed later in these specifications.

MIXED PAPER PRODUCTS

These products shall include only the following items and can be mixed in the specified container and shall be placed in the container loose (no plastic trash can liners shall be allowed in the containers)

MIXED PAPER PRODUCTS

All non-contaminated fiber products

NEWSPAPER

Newspaper will be sorted into a separate container

CO-MINGLED MATERIALS

These products shall include only the following items and can be mixed in the specified container and shall be placed in the container loose (no plastic trash can liners shall be allowed in the containers).....

All cleaned aluminum, tin, glass, and plastic containers

Estimated Weekly Volumes of Material to be handled as a part of the bid

| School Year Schedule of Container Size and Frequency of Pick Up | | | | | | | | | |
|--|-------------|----------------|------------------|-------------|----------------|------------------|-------------|----------------|------------------|
| School | refuse | | | cardboard | | | comingled | | |
| | cubic yards | container size | pickups per week | cubic yards | container size | pickups per week | cubic yards | container size | pickups per week |
| HARMONY ROAD CAMPUS | | | | | | | | | |
| Huntley High | 80 | 2@8 | 5 | 7 | 4 | 2 | 2 | ** | 1 |
| Huntley High track concession 8/15 thru 11/15 only | 2 | 2 | 1 Monday | 0 | | | 0 | | |
| Leggee Elementary | 40 | 8 | 5 | 4 | 4 | 1 | 2 | ** | 1 |
| SQUARE BARN ROAD CAMPUS | | | | | | | | | |
| Mackeben Elementary | 30 | 6 | 5 | 4 | 4 | 1 | 1 | ** | 1 |
| Conley Elementary | 30 | 6 | 5 | 3 | 4 | 1 | 1 | ** | 1 |
| Heineman Middle | 30 | 6 | 5 | 4 | 6 | 1 | 1 | ** | 1 |
| Trans | 12 | 4 | 3 | 2 | 2 | 1 | 1 | ** | 1 |
| REED ROAD CAMPUS | | | | | | | | | |
| Marlowe Middle | 50 | 10 | 5 | 5 | 6 | 1 | 1 | ** | 1 |
| Martin Elementary | 40 | 8 | 5 | 5 | 6 | 1 | 2 | ** | 1 |
| Chesak Elementary | 40 | 8 | 5 | 5 | 6 | 1 | 2 | ** | 1 |

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SUMMER Schedule of Container Size and Frequency of Pick Up

| School | refuse | | | cardboard | | | comingled | | |
|--------------------------------|-------------|----------------|------------------|-------------|----------------|------------------|-------------|----------------|------------------|
| | cubic yards | container size | pickups per week | cubic yards | container size | pickups per week | cubic yards | container size | pickups per week |
| HARMONY ROAD CAMPUS | | | | | | | | | |
| Huntley High | 32 | 2@8 | 2 | 0 | 4 | 0 | 0 | ** | 0 |
| Leggee Elementary | 16 | 8 | 2 | 0 | 4 | 0 | 0 | ** | 0 |
| SQUARE BARN ROAD CAMPUS | | | | | | | | | |
| Mackeben Elementary | 6 | 6 | 1 | 0 | 4 | 0 | 0 | ** | 0 |
| Conley Elementary | 6 | 6 | 1 | 0 | 4 | 0 | 0 | ** | 0 |
| Heineman Middle | 6 | 6 | 1 | 0 | 4 | 0 | 0 | ** | 0 |
| Trans | 12 | 4 | 3 | 2 | 2 | 1 | 0 | ** | 0 |
| REED ROAD CAMPUS | | | | | | | | | |
| Marlowe Middle | 9 | 10 | 1 | 0 | 4 | 0 | 0 | ** | 0 |
| Martin Elementary | 8 | 8 | 1 | 0 | 6 | 0 | 0 | ** | 0 |
| Chesak Elementary | 8 | 8 | 1 | 0 | 6 | 0 | 0 | ** | 0 |

** = vendor to specify quantity and size of containers which meet District weekly volume requirements

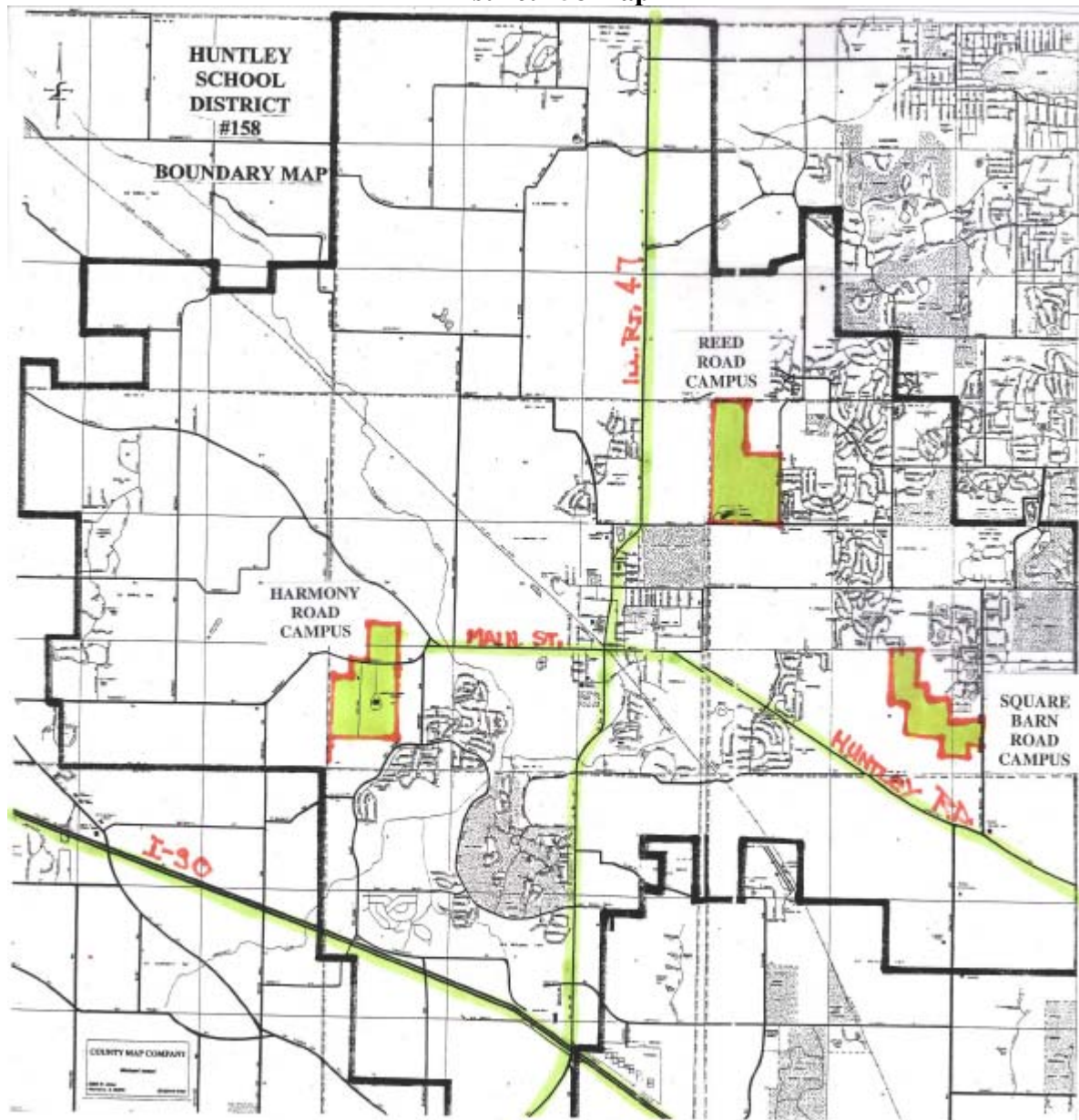
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District 158 map



HUNTLEY COMMUNITY SCHOOL DISTRICT 158

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Exhibit A

SAMPLE SERVICE AGREEMENT

AGREEMENT dated ????????, 2017 by and between Huntley Community School District 158 and ABC Disposal Co.

BACKGROUND

Huntley Community School District 158 desires to contract with ABC Disposal Co. for the performance of Refuse and Recycled Materials Hauling and Disposal Services to be performed at all Huntley Community School District 158 locations in accordance with the requirements of the bid specification and the bidder's bid (see attachment A to this contract).

AGREEMENT

- I. Services to be Provided:** ABC DISPOSAL CO. will provide **Refuse and Recycled Materials Hauling and Disposal Services** (hereinafter referred to as "Services") for Huntley Community School District 158 at its facilities specified in Attachment A and according to the specifications set forth in (Attachment A.) In performing such Services, ABC DISPOSAL CO. will do the following:
 - A.** Furnish a management team to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
 - B.** Furnish, train, manage and direct all ABC DISPOSAL CO. employees in the performance of Services. Huntley Community School District 158 shall have the right, upon written notice to ABC DISPOSAL CO., to require the replacement of any ABC DISPOSAL CO. employee employed at the Facility whose continued presence, in the opinion of the District, is not in the best interest of the Huntley Community School District 158 or its employees. All ABC DISPOSAL CO. employees who provide services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Service provided under this Agreement, including but not limited to, all applicable Huntley Community School District 158 policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable Huntley Community School District 158 policies regarding background information, pre-employment testing and any other applicable requirements deemed appropriate by Huntley Community School District 158.
 - C.** Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as agreed by the parties.

II. Costs to be paid by ABC DISPOSAL CO.: The following costs will be paid by **ABC DISPOSAL CO.:**

- A.** All wages and salaries, including regular pay and, to the extent applicable, vacation pay, sick pay, bereavement pay and legal holiday for ABC DISPOSAL CO.'s employees working in the District.
- B.** The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and worker's compensation premiums, and, to the extent applicable, medical, life and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs and payroll based Federal, State and local taxes payable on behalf of ABC DISPOSAL CO. employees working at the districts facilities. ABC DISPOSAL CO. shall indemnify and hold harmless the District from any claim for payment of such items relating to wages and / or salaries paid by ABC DISPOSAL CO. under this Agreement.

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- C. The cost of any required uniforms for ABC DISPOSAL CO. employees.
- D. The cost of manuals, forms, training aids, office supplies and long distance telephone calls needed in performing the Services.
- E. The cost of ABC DISPOSAL CO.'S supporting operations management, human resources accounting, legal, training and development and general administrative functions.
- F. The cost of maintaining and repairing equipment owned by ABC DISPOSAL CO. needed to perform the Services.
- G. The cost of all supplies requires as a part of Services.

III. Costs to be Paid by Huntley Community School District 158: The following costs will be paid by Huntley Community School District 158:

- A. Invoices from ABC DISPOSAL CO. as cost for services as identified in ABC DISPOSAL CO 'S bid.

IV. Payments to ABC DISPOSAL CO.: In consideration of ABC DISPOSAL CO.'S performance of it's obligations under this Agreement, Huntley Community School District 158 shall make payments to ABC DISPOSAL CO. as described below:

A. Refuse and Recycled Materials Hauling and Disposal Contract Price:

- i. The contract price for _____ Years shall be \$XX,XXX.XX (???????????????? Thousand and ?????????? Hundred and ?????????????? dollars) and ?????????? cents. The contract shall be paid in ?????????????? equal monthly installments of \$?????? (?????????? Thousand and ?????????? hundred and ?????????????? dollars and ??? cents) . The first payment will be an invoice dated ??????????, 20?? and the last invoice will be dated ??????????, 20??.

Description of Services: Services shall include duties as outlined in the attached specification. All additional services will be approved by the district prior to work being done at rates quoted.

B. Payment terms: The first such installment payment shall be made by the end of the month in which first invoice is due and each subsequent Installment Payment shall be made by the last day of the month to which each such Installment Payment applies. Each payment for Additional Services shall be made no later than net 45 days from date of Invoice. All Invoices must be submitted to Huntley Community School District 158 Finance Office by the first Day of each month to be paid in that month.

C. Contract Renewal: At the sole discretion of Huntley Community School District 158, provided Successful Bidder has provided services satisfactorily to the Board of Education of Huntley Community School District 158, the service may be continued for up to seven successive one year terms beyond end of the original, three year contract term for a maximum contract length of ten years. Huntley Community School District 158 will notify the Bidder of intent to renew for continued service by March 31st prior to commencement of the next year. Any increase in price during the renewal term shall be less than both: (1) five percent (5%; and (2) the consumer price index for Urban Wage Earners and Clerical Workers in the Chicago Metropolitan area for the prior calendar year issued by the Bureau of Labor Statistics of the United States Department of Labor.

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5. Term and Termination of Agreement:

A. Initial Term: The term of this Agreement shall commence on ??????????, 20?? and shall continue until ????????, 20??.

B. Termination for Unsatisfactory Service: The work shall be performed to the satisfaction of the Huntley Community School District 158 Board of Education. If, in the sole opinion of the Huntley Community School District 158, ABC DISPOSAL CO. is not satisfactorily performing the Services in accordance with the requirements of this Agreement, and Huntley Community School District 158 desires to terminate the Agreement, District must give ABC DISPOSAL CO. sixty (60) days written notice of its intention to terminate this Agreement if such service deficiencies are not corrected within that time (the "Cure Period") which notice shall specify the areas in question. On or before the end of the sixty (60) days Cure Period, Huntley Community School District 158 shall reasonably determine that either (i) the service deficiencies have been corrected, in which case the Agreement will continue in full force and effect subsequent to the Cure Period, or (ii) the service deficiencies have not been corrected, in which event Huntley Community School District 158 may, by further written notice, terminate this Agreement thirty (30) days from the end of the Cure Period. In the event that Huntley Community School District 158 does not act pursuant to either (i) or (ii) above, the service deficiencies shall be deemed corrected and the Agreement shall continue in full force and effect thereafter.

6. Insurance to be carried by ABC DISPOSAL CO.: ABC DISPOSAL CO. shall procure and maintain during the term of the Agreement, at ABC DISPOSAL CO.'S sole expense insurance as outlined in (Attachment B). ABC DISPOSAL CO. shall furnish a Certificate of Insurance and the district shall be listed as additional insured.

7. Force Majeure: Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage, weather or energy related closing, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

8. Notices: All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

To:

ABC Disposal Co.
123 ABC Street
Anytown, IL 00000
Attention: President

To Customer:

Huntley Community School District 158
650 Academic Drive
Algonquin, IL. 60102
Attention: Superintendent of Schools

Or at any other address as may be given by either party to the other by notice in writing pursuant of this Section.

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9. Execution of Contract: The parties to the Agreement have executed this Agreement as of the day and year first written above.

ABC Disposal Co.

Huntley Community School District 158

By _____
Title _____
Date _____

By _____
Title _____
Date _____

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Attachment A to Sample contract

include

Original bid specification
Contractor's Intent to Provide a Bid form
Contractor's Bid
Addenda No. ? thru ?

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Attachment B to the contract

Insurance Requirements for Refuse and Recycled Materials Hauling and Disposal Services provider

- A. Huntley Community School District 158 will only accept carriers on the contractor's Certificate of Insurance that have an A.M. Best's rating of no lower than A-7.
- B. The successful bidder shall expressly bind himself/herself to defend and save the District harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall carry insurance, in company or companies acceptable to the District, for Worker's Compensation, Commercial General Liability, and Automobile liability.
- C. Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications. That certificate shall name HUNTLEY COMMUNITY SCHOOL DISTRICT 158 as an additional insured and shall state that all insurance listed above is primary. HUNTLEY COMMUNITY SCHOOL DISTRICT 158 shall be notified 30 days prior to any material change in the insurance.
- D. **Workman's Compensation - Statutory**
- e.l. - each occurrence \$1,000,000
 - e.l. - disease –each employee \$1,000,000
 - e.l. – disease – policy limit \$1,000,000
- E. **Comprehensive General Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 aggregate.
- F. **Comprehensive Auto Liability Insurance:** The successful bidder shall maintain at all times during the contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
- G. **Excess Liability:** An umbrella policy is required with minimum limits of \$3,000,000 per occurrence (*see Notes at end of document for variations in this limit for different forms of contracted services*) and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- H. **Owned/Rented Equipment Insurance:** The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate District 158, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 158 shall have no responsibility therefore, the Contractor secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against District 158 or their agents."
- I. **Contractor's Obligation:** The procuring of the insurance required under this Contract shall be considered solely as securing Contractor's obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by District 158.

There will be no "Waivers of Subrogation" permitted on the insurance policy or contract between DISTRICT 158 and the contractor. A copy of the Certificate of Insurance shall be furnished to the Director of Operations and Maintenance before the work begins.

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EXHIBIT B

1. GENERAL

- A. Bidders shall prepare their submission in compliance with the instructions in this package. **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM PROVIDED IN THIS PACKAGE.**
- B. Facsimile copies of bids are not accepted
- C. Bids must be submitted in a sealed envelope. They should be addressed to the Superintendent of Schools, School District 158 Administration Center, 650 Academic Drive, Algonquin, IL 60102.
- D. The sealed envelope with the bid should be marked in the lower left hand corner with the District bid number noted.
- E. A completed copy of the Intent to Provide Bid form must be completed, signed and submitted no later than due date listed on the form.
- F. The following **MUST** be included in the returned bid response as a part of a complete bid. These forms must be fully completed, signed, and notarized as required on forms:
 - i. One complete paper copy of the Bid Proposal Form which includes
 - 1. Bid Price page
 - 2. Signature page
 - 3. Certificate of Eligibility To Bid
 - 4. Certificate of Compliance To The Illinois Department of Human Rights
 - 5. Certificate of Compliance with Illinois Prevailing Wage Law
 - 6. Hold Harmless Agreement
 - 7. Equipment list
 - 8. Reference List
 - ii. Bid Bond if required on page 2 in the specification;
- G. Bids will not be accepted after the scheduled date and time of the bid opening.
- H. On supply or equipment bids, prices quoted shall include delivery to the School District Building as indicated on the specifications.
- I. All bids must be typed or written in pen. Pencil is not acceptable. **BIDS WRITTEN IN WITH PENCIL WILL BE REJECTED.**
- J. By submitting a bid, the bidder agrees to provide a fully executed certificate of insurance which is in compliance with the requirements of Attachment B to the sample contract provided in this bid specification within 3 days of receipt of a written request by the School District after the bid opening.

2. EXCEPTIONS

Any exceptions to these conditions or deviations from the specifications must be submitted in writing and attached to the bid form.

3. FIRM BID PRICES

Prices, terms and conditions must be firm for a period of sixty days from the date of the bid unless otherwise agreed to by DISTRICT 158 and the bidder.

4. EXEMPTION FROM TAXES

DISTRICT 158 is exempt from Federal, State, and Municipal taxes.

5. INVESTIGATION OF BIDDERS

Contractors or suppliers who are bidding work for School District 158 shall submit at least five references, name, addresses, and phone numbers of similar projects done in the last four years. These should be from managers of commercial buildings or school buildings and preferably in the northwest suburban area. The five references must be for five different projects. The Board of

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Education reserves the right to reject any bid if it is determined that the bidder is not qualified to accomplish the work described in the specifications in an acceptable manner.

6. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids and award the bid in the best interest of the District. Bid awards will not necessarily be made on the basis of price alone: suitability to purpose, design, quality, past service, date of delivery, responsibility and other factors deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the School Board shall be final and not subject to contest by others.

7. DEPARTMENT OF HUMAN RIGHTS REGULATIONS

All bidders must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the bid form. Bidders who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the bid.

8. ELIGIBILITY TO CONTRACT

Vendor, pursuant to Section 5/10-20.21(b) of the School Code, with submission of its bid certifies that neither it, nor any of its partners, or officers or owners:

- A. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended;
- B. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
- C. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
- D. Have made an admission of guilt of any of the above conduct which is a matter of record.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

9. CRIMINAL BACKGROUND INVESTIGATIONS

Vendor hereby represents, warrants and certifies that no officer or director of vendor has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in the Criminal Code of 1961. 720 ILCS 5/1-1 et. seq., Sections 11-6 (Indecent solicitation of a child), 11-9 (public indecency), 11-14 (prostitution), 11-15 (soliciting for prostitute), 11-15.1 (soliciting for a juvenile prostitute), 11-6 (pandering), 11-17 (keeping a place of prostitution), 11-18 (patronizing a prostitute), 11-19 (pimping), 11-19.1 (juvenile pimping), 11-10.2 (exploitation of a child), 11-20 (obscenity), 11-20.1 (child pornography), 11-21 (harmful material), 12-15 (criminal sexual assault), 12-14 (aggravated criminal sexual assault), and/or those offenses defined in the "Cannabis Control Act", 410 ICS 550/1, et. seq. (except paras. 704 and 705 of that Act), and/or those offenses defined in the "Illinois Controlled Substances Act", 720 ILCS 570/100 et. seq., and/or any 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.

Vendor agrees that it shall not employ any person who has or may have direct, daily contact with the 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 employees or applicants who may have direct contract with employees shall be required to furnish a written "Authorization

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for Criminal Background Information” on forms provided by the district authorizing the Board of Education to request a criminal background investigation of said person pursuant to Section 10-21.9 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. Vendor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Vendor further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school district.

10. NONDISCRIMINATION

Vendor, certifies with submission of a bid, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification proves false.

11. PREVAILING WAGE LAW

Contractors are required to pay no less than the prevailing wage for all laborers, workers and mechanics performing work under contract with Consolidated School District 158. Also, it is required that the contractor shall provide assurance such as with a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. Enclosed is a form letter which if signed, notarized, and returned with your proposal will satisfy this requirement. Contractors who award portions of their work to subcontractors shall provide it's subcontractors with such a written statement as well.

All contractors performing construction work for School District 158 must comply with the requirements of House Bill 188 Prevailing Wage Payroll Reporting (820 ILCS 130/5) which requires all contractors participating on public works projects must submit monthly a certified payroll to the School District.

According to the Directive from the Office of the Attorney General of the State of Illinois in a letter dated 12-18-08 regarding the Illinois Prevailing Wage Act (“Act”), 820 ILCS section 130/0.01, et seq.

Payment of Prevailing Wage

All laborers, workers and mechanics employed by or on behalf of School District 158 in the construction of public works must be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS § 130/3.

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The Illinois Department of Labor publishes the current prevailing wage rate. The link for the published rates in McHenry County is:

<http://www.co.mchenry.il.us/common/countyDpt/Purchase/bids/prevwage/PrevWage.htm>. A copy of this list of prevailing wages will be forwarded to prospective contractor upon request.

Record-Keeping Responsibilities

All contractors and subcontractors who work for Huntley Community School District 158 on public works construction projects must create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS § 130/5(a)(1).

These records must include each worker's name, address, telephone number (if available), social security number, classification(s) hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by Huntley Community School District 158's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS § 130/5(a) (1), (b).

Certified Payroll Records

A contractor or subcontractor participating in a public works project for Huntley Community School District 158 must also submit a Certified Payroll **to Huntley Community School District 158** every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS §130/5(a)(2).

The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS § 130/5 (a)(2).

12. INSURANCE REQUIREMENTS

See (Sample) Contract Requirements – Section 15.

CERTIFICATE OF INSURANCE FORM The following wording must appear in the section, Description of Operations/Locations/Vehicles/Restrictions/Special Items:

School District #158 is named as additional insured as their interests may appear with respect to General Liability.

Work cannot begin nor will any payments be issued until the Certificate of Insurance has been received with School District #158 being named as additional insured.

13. FORCE MAJEURE

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the District, and provided further that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

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14. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of the bid form shall be construed as acceptance of all the provisions contained herein.

15. BID BOND

Each bid shall be accompanied by a bid bond in the amount of 10% of the total amount bid issued by a properly licensed commercial surety having a “Best” rating of A- or better. The bid bond shall be given as a guarantee that the bidder will supply the items in accordance with specifications and prices bid. Bid security in the form of a Cashier Check will be accepted in lieu of a bid bond. The cashiers check or irrevocable letter of credit from bidder’s bank on their letterhead signed by authorized bank officer, must be in the amount equal to 10% of the bid. The successful bidder’s bond will be retained by the District until a contract is signed and full delivery and installation is complete.

16. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A 100% performance bond may be required of the successful bidder. The Bond must be issued by a properly licensed commercial surety having a “Best” rating of A- or better. Bids from bidders who are unable to provide a proper performance bond or prior approved letter of credit will NOT be considered. The successful bidder’s bid bond will be retained by the District until a contract is signed and full delivery and installation is complete along with a Performance and Payment Bond if required. Proof that installation labor has been completed in compliance with the State of Illinois guidelines concerning the rate of Prevailing Wages must be furnished to the District before such performance bond will be released. The District will consider proposals to provide an institutional letter of credit in lieu of a performance bond. Such proposals must include disclosure of the terms of the letter of credit for review and consideration by the District. Under no circumstances shall the District be obligated to accept a letter of credit rather than a proper performance bond.

17. PAYMENTS

The payments for the refuse hauling services will be monthly. The monthly invoices shall be one twelfth of the annual contract cost plus any additional service costs for requested services over and above the base contract during the prior month. The monthly invoice shall be delivered to on the first business day of the billed service period. Payments will be disbursed within 30 days of receipt.

18. LIEN WAIVERS

Waivers of lien from prime contractor, prime contractor’s supplier(s), landfill, subcontractor(s), and subcontractors’ supplier(s) must accompany each request for payment. Contractor must furnish the names of all subcontractors and a schedule of values with each pay request. Partial waivers must list a dollar amount. All final waivers must state “Paid in Full” in place of a dollar amount. Final payment will not be released until final waivers marked “Paid in Full” are submitted for all subcontractors, suppliers and prime contractor. All waivers must be accompanied by a sworn statement listing subcontractors and suppliers, the amounts of their contracts and the amounts requested.

19. EXAMINATION OF SITE

Before submitting a bid, the contractor should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful bidder.

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20. SAFETY

The contractor is responsible for making sure that all conditions are safe for pedestrians and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the contractor and provided for in the quoted price.

21. WORKMANSHIP

All work under this contract shall be performed in a skillful and workmanlike manner. District 158 may, in writing, require the Contractor to remove from the work any employee the District deems incompetent, careless, or otherwise objectionable.

22. CONSTRUCTION DEBRIS DISPOSAL

Contractors shall not use DISTRICT 158's refuse dumpsters for debris brought to the jobsite or created at the jobsite by the contractors work onsite. This includes demolition debris.

23. CLEAN-UP

The contractor is responsible for keeping the job site clean at all times. Also, after the job is completed, he is responsible for removing all tools, equipment, excess material and debris from the site and leaving the area in a clean condition that meets the approval of the Director of Operations and Maintenance or his designee. Final cleaning shall be completed to the School District's satisfaction.

24. CHANGE IN SCOPE

Contractors and sub contractors must receive prior written approval from DISTRICT 158's Operations and Maintenance Office before proceeding with any work which is a change in scope and/or additional cost (a change order) to DISTRICT 158.

25. BID SUMMARIES

Bid Summaries will be mailed within three business days after the Board approves the lowest responsible bid.

26. MATERIAL SAFETY DATA SHEETS

All contractors performing work in DISTRICT 158 Buildings shall submit, to the Operations and Maintenance Office, copies of Material Safety Data Sheets (MSDS) on all building materials to be used in accordance with the Illinois Department of Labor's Hazardous Communication Program Regulations prior to the commencement of work. Contractors must maintain a legible copy of these MSDS sheets on file at the job site at all times while construction is in progress. Periodic District checks may be performed, contractor must be able to furnish information on demand. Contractor must provide adequate control measures to protect the occupants of the building before, during, and after the use of any building materials which contain hazardous ingredients. Contractors who must use building materials which contain hazardous ingredients must review with and get approval on the intended control measures prior to the commencement of the work.

In addition, all contractors who are to perform work at DISTRICT 158 facilities must make their employees aware of DISTRICT 158's Hazardous Communication Program. DISTRICT 158 has a copy of all MSDS sheets on products at the building which the District has purchased. The binder containing those MSDS sheets is in the health office of each building. If any contractor's employee would like a copy of DISTRICT 158's Hazardous Communication Plan procedure or a particular MSDS sheet of a particular material the DISTRICT 158 has delivered to the site from a source other than the contractor, please see the custodians at the building to get a copy duplicated.

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27. CONTRACT

Successful bidder must execute a contract with the District in the form provided in the sample with this document. The contract incorporates all provisions of the instruction to bidders and general conditions.

28. CONTACT WITH STUDENTS

When School is in session, construction personnel shall have absolutely no contact with students. Any expense to be incurred for the contractor to meet the following access limitations shall be a part of the contractor's bid.

- A. On days when school is in session the trades should not be allowed into areas where students are during the school day. Therefore the bidder shall plan all work that needs to take place in halls and other rooms (like running power to the space, etc.) to be done other than during school hours.
- B. Emergency access to student occupied school areas is only allowed if the tradesmen enter the front door and proceed to the main office directly, sign in and get a visitors badge before entering or if a District employee accompanies the tradesman at all times.
- C. If tradesmen must be in student occupied areas alone where they may have direct contact due to extenuating circumstances, those tradesmen must have a full criminal background check completed by the State of Illinois and District ID badges prior to gaining access. The background checks will be at the bidder's expense and the badges will be purchased from the District by the bidder at the published District employee replacement cost at the time of the purchase.
- D. For contractors that have frequent need to access and work in areas of the buildings where the possibility of direct student contact is often necessary, the contractor should have his affected employees submit to the fingerprint and background check so that they can effectively perform the work that they are to do.

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TO: Huntley Community School District 158
650 Academic Drive
Algonquin, IL 60102

FROM: _____
BIDDER (Company Name)

FOR: REFUSE AND RECYCLING HAULING AND DISPOSAL SERVICE BID # 2017-13

SPECIFIED SCHEDULE BIDS:

Base Bid:

One Year (12 month contract) – \$ _____ per mo. x 12 mo. = Total Cost \$ _____
Optional Performance Bond Cost for Base Bid - \$ _____

Alternate Bid:

Three Year (36 month contract) – \$ _____ per mo. x 36 mo. = Total Cost \$ _____
Optional Performance Bond Cost for Alternate Bid - \$ _____

UNIT COST: additional refuse at any site \$ _____
(list unit quantity)

ALTERNATIVE SCHEDULE BIDS:

Note: At all nine facilities, details on containers and pickup frequencies must be furnished with bid for this alternative bid to be considered.

Alternate Schedule Base Bid:

One Year (12 month contract) – \$ _____ per mo. x 12 mo. = Total Cost \$ _____
Optional Performance Bond Cost for Base Bid - \$ _____

Alternate Schedule Alternate Bid

Three Year (36 month contract) – \$ _____ per mo. x 36 mo. = Total Cost \$ _____
Optional Performance Bond Cost for Alternate Bid - \$ _____

Alternate Schedule UNIT COST: additional rubbish at any site \$ _____
(list unit quantity)

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Addendum(s) No(s) _____ thru _____ have been received and are dully noted.

Bid Bond is Included with this in the form of a

_____ Surety Company Bond
Or
_____ Cashier's Check in the Amount of \$ _____

I have carefully examined the instructions and specifications and have examined the sites where the work is to take place. If awarded a contract within sixty (60) days, I agree to furnish all labor and materials required to provide the services described in these documents in accordance with the terms that have been outlined.

Company Name _____
By (Signature)

Street Address _____
Printed Name and Title

City, _____ _____
State, _____ Zip Code

(____) _____ (____) _____
Telephone No. Fax No.

Email address

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CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

| | |
|----------------------|--------------------------------|
| Date | Name of Contractor/Company |
| Street Address | City, State, Zip |
| Title of Officer | Name of Officer (Please Print) |
| Signature of Officer | |

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**Certificate of Compliance
To the
Illinois Department of Human Rights Regulations**

For this bid to receive consideration by the Board of Education of School District #158, Huntley, Illinois, the following certificate must be signed by an official of your company and returned with your bid. This is to certify that our company is in compliance with the provisions of the Illinois Department of Human Rights Regulations.

Signed: _____
Signature

By: _____
Printed Name

Title: _____

Date: _____

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Certificate of Compliance with the Illinois Prevailing Wage Law

TO: Mr. Doug Renkosik
Director of Operations and Maintenance
SCHOOL DISTRICT 158

Dear Mr. Renkosik,

This letter is to certify that _____
Name of Company

is in compliance with Chapter 48 and all amendments pertaining to the payment of prevailing wages (as established by the Department of Labor) to all laborers, workers and mechanics performing work under this contract.

Official Address:

Street Address

City, State County Date

Signature Title

Telephone Number (with area code)

Sworn and subscribed on the _____ day of _____, 20_____, before me, notary public, appointed in

_____ County for the State of IL

Signature of Notary Name Typed or Printed

(seal)

My commission expires: _____

Month Day Year City of Residence County

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HUNTLEY COMMUNITY SCHOOLDISTRICT 158
HOLD HARMLESS AGREEMENT

By signing this Hold Harmless Agreement, the bidder certifies that to the fullest extent permitted by law, the bidder agrees to defend, pay in behalf of, and hold harmless Huntley Community SchoolDistrict 158 and its elected and appointed officials, employees and volunteers and others working in behalf of Huntley Community SchoolDistrict 158; against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against of from Huntley Community SchoolDistrict 158, its elected and appointed officials, employees, volunteers and others working in behalf of Huntley Community SchoolDistrict 158, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

_____ By (Sign Name)
Company Name

_____ Title
Address

Sworn and subscribed on the _____ day of _____, 2010,

before me, notary public, appointed in _____ County for the State of IL

Signature of Notary *Name Typed or Printed*

(seal)

My commission expires:

_____ County
Month *Day* *Year* *City of Residence*

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EQUIPMENT LIST

Name of Contractor (Bidder) _____

EQUIPMENT TO BE UTILIZED FOR THE COMPLETION OF THIS WORK INCLUDES.....

| Equipment Type | Quantity to be Provided | Manufacturer and Model | Age |
|----------------|-------------------------|------------------------|-------|
| 1. _____ | _____ | _____ | _____ |
| 2. _____ | _____ | _____ | _____ |
| 3. _____ | _____ | _____ | _____ |
| 4. _____ | _____ | _____ | _____ |
| 5. _____ | _____ | _____ | _____ |
| 6. _____ | _____ | _____ | _____ |
| 7. _____ | _____ | _____ | _____ |
| 8. _____ | _____ | _____ | _____ |
| 9. _____ | _____ | _____ | _____ |
| 10. _____ | _____ | _____ | _____ |
| 11. _____ | _____ | _____ | _____ |
| 12. _____ | _____ | _____ | _____ |
| 13. _____ | _____ | _____ | _____ |
| 14. _____ | _____ | _____ | _____ |
| 15. _____ | _____ | _____ | _____ |
| 16. _____ | _____ | _____ | _____ |
| 17. _____ | _____ | _____ | _____ |
| 18. _____ | _____ | _____ | _____ |
| 19. _____ | _____ | _____ | _____ |
| 20. _____ | _____ | _____ | _____ |
| 21. _____ | _____ | _____ | _____ |
| 22. _____ | _____ | _____ | _____ |
| 23. _____ | _____ | _____ | _____ |

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Reference List

Name of Contractor (Bidder) _____

Please submit the names of five different School Districts, Colleges or Companies for whom you have done similar work in the last four years.

1. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

2. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

3. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

4. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

5. Name _____

Address _____

City _____

Contact Person _____

Telephone _____