CITY OF JOLIET
WILL COUNTY, ILLINOIS
CITY OF JOLIET
SPECIFICATIONS, PLANS, CONTRACT PROPOSAL, CONTRACT AND CONTRACT BOND

FOR THE

2023 PLANT OPERATIONS BULK POLYMER PURCHASE

CONTRACT NO. 2703-0323

APPROVED DEPARTMENT OF PUBLIC UTILITIES DIRECTOR OF PUBLIC UTILITIES DATE January 17, 2023	**SUBMITTED BY** CONTRACTOR'S NAME ADDRESS CITY AND STATE PHONE DATE _____, 2023
APPROVED DEPARTMENT OF PUBLIC UTILITIES DEPUTY DIRECTOR PLANT OPERATIONS DATE 1-17, 2023	

DEPARTMENT OF FINANCE
PURCHASING DIVISION
DAWN A. KOCHAN
PURCHASING/CONTRACTS ADMINISTRATOR
dkochan@joliet.gov

Prospective Bidders:

Enclosed are bid documents which may be of interest to your company.

Please note the date as to when these bids will be opened.

THIS BID DOCUMENT MUST BE RETURNED INTACT (THE SAME ORDER AS RECEIVED). FAILURE TO DO SO MAY INVALIDATE YOUR PROPOSAL.

ALL BIDS SHALL BE SUBMITTED IN AN OPAQUE, SEALED ENVELOPE TO THE CITY CLERK, 150 WEST JEFFERSON STREET, JOLIET, ILLINOIS 60432, PRIOR TO THE TIME AND DATE SET FORTH FOR BID OPENING IN THE NOTICE TO BIDDERS. EACH BID SHALL BE ADDRESSED TO THE CITY CLERK AND SHALL BEAR ON THE FACE OF THE ENVELOPE THE NAME OF THE BIDDER, AND A STATEMENT THAT IT IS A SEALED BID, TO BE OPENED FOR THE CONTRACT CONSIDERED, AT THE DATE AND HOUR SET FORTH IN THE INVITATION TO BID.

THE BIDDER SHALL ALSO STATE ON THE OUTSIDE OF THE ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE IN WRITING AND DIRECTED TO DAWN A. KOCHAN, CONTRACT ADMINISTRATOR AT PHONE NO. (815) 724-3925 OR (815) 724-3929 FAX.

ANY ORAL OR WRITTEN COMMENTS RECEIVED FROM ANY OTHER PERSON OTHER THAN THE CONTRACT ADMINISTRATOR, WILL NOT BE CONSIDERED AND ALSO, MAY INVALIDATE YOUR PROPOSAL.

THANK YOU FOR BIDDING.

MAYOR
Bob O'Dekirk

COUNCILPERSONS
Joe Clement
Bettye Gavin
Cesar Guerrero
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Sherry Reardon

CITY MANAGER
James V. Capparelli

PURCHASING/CONTRACTS ADMINISTRATOR
Dawn A. Kochan

CONTRACT DOCUMENTS

PROJECT: **PLANT OPERATIONS BULK POLYMER PURCHASE**

DEPARTMENT: **PUBLIC UTILITIES**
CITY OF JOLIET, ILLINOIS

CONTRACT NO. **2703-0323**

JAMES V. CAPPARELLI
CITY MANAGER

DAWN A. KOCHAN
CONTRACT ADMINISTRATOR

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS

CONTRACT NO. 2703-0323
PROJECT NAME:2023 PLANT OPERATIONS BULK POLYMER PURCHASE

The City of Joliet, Illinois, does hereby invite sealed bids for **2023 PLANT OPERATIONS BULK POLYMER PURCHASE**

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **10:00 A.M.** local time on **Monday – February 13, 2023** at which time they will be opened and publicly read aloud. It is highly recommended, that all bids be tabbed to mark the Bidding Schedule and Bid Bond. An electronic copy of the entire submission on a USB flash drive is also requested to be included in the bid packet.

Bid results will also be posted on the City's website, and emails sent out to individuals who have subscribed to the related RSS feed. To ensure timely delivery of emails related to this feed, please add iljoliet@public.govedelivery.com to your safe sender list.

To be considered compliant, bids/proposals should be addressed as follows:

CITY OF JOLIET - SEALED BID ENCLOSED
OFFICE OF THE CITY CLERK
150 W. JEFFERSON ST.
JOLIET, IL 60432

And must be marked clearly on the outside of the SEALED package with the **BID NUMBER AND NAME OF THE PROJECT, DATE AND TIME OF THE BID OPENING, NAME AND ADDRESS AND PHONE NUMBER OF YOUR COMPANY and RECEIPT OF ALL ADDENDA** (if applicable).

Bids must be delivered Monday-Friday 8:00 a.m. – 4:30 p.m. and not on holidays observed by the City of Joliet. The City will not be responsible for deliveries outside these hours. If you choose to hand deliver your bid/proposal, they are to be delivered to the East or West side of City Hall, 150 W. Jefferson St., Joliet, IL 60432. Please make sure to mention you are delivering a sealed bid/proposal, so the receiver knows to time stamp the envelope upon receipt.

Those desiring to bid may examine the bid documents and detailed specifications in the City of Joliet Purchasing Division, 150 W. Jefferson St., Joliet, IL 60432 between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Electronic copies can be downloaded free of charge at https://www.joliet.gov/government/departments/purchasing/bids-proposals

All bidders will be required to submit Bid Security in the form of a Certified Check, Cashier's Check or a Bid Bond in the amount of **Ten percent (10%) of the Base Bid**, payable to the City of Joliet.

The City of Joliet has a local qualified bidder ordinance that would apply to this contract. To apply to be a local qualified bidder please go to https://www.joliet.gov/government/departments/purchasing/prequalification-process.

All Bidding Document holders should sign up for RSS feeds at https://www.joliet.gov/government/departments/purchasing/bids-proposals/chemicals and provide your first and last name and email address to automatically receive addendums. Addendums will also be posted on the City of Joliet's website at https://www.joliet.gov/government/departments/purchasing/bids-proposals. The potential vendor/contractor remains responsible for obtaining all addenda to the original specification so they should check the specific bid page before submitting a bid to make sure they have received all addendums to a specific contract.

The successful bidder will be required to post performance Security and to provide a Certificate of Insurance as set forth in the Invitation of Bid and the General Terms & Conditions.

The City of Joliet reserves the right to reject any and all bids, parts of any and all bids, or to waive technical errors or omissions in bids.

The Contract shall be subject to the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.) to the extent required by law.

ALL PROPOSALS ARE SUBJECT TO THE REQUIREMENTS OF THE CITY OF JOLIET PROCUREMENT CODE (Section 2-430 - 2-453 of the Code of Ordinances)

BID DOCUMENT FEE: **Free electronic download**

Published in the Labor Record:
Thursday, January 26, 2023

James V. Capparelli
City Manager

Dawn A. Kochan
Purchasing/Contracts Administrator

LOCAL BIDDER

This contract is eligible for the local bidder preference ordinance.

If you have read all of the documentation, filled out the form found online at https://www.joliet.gov/government/departments/purchasing/prequalification-process , have been prequalified by the City of Joliet as a Local Bidder and wish to be qualified as a local bidder for this contract, please sign this sheet. For more information about local bidder ordinance please go to this link regarding section 2-444 (b) that defines local bidder:
https://library.municode.com/il/joliet/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTXIIIACDIPEPRSE_DIV2PUBIPR_S2-444AWCOLOREBIFADELOREBI

VENDOR NAME _____

VENDOR ADDRESS _____

CITY, STREET, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE _____

EMAIL ADDRESS _____

Complete this form ONLY if you already submitted the CITY OF JOLIET LOCAL BIDDER APPLICATION FORM from the above website AND have been approved as a local bidder.

Also, please note, there may be other prequalification's that apply to this contract, like Capital Development Board or City of Joliet Financial Prequalification. Please review what is due and note this does not take the place of any of those documents.

Any questions, please contact Purchasing at (815) 724-3925.

NOTICE

The City of Joliet has adopted a Responsible Bidder Ordinance (2-440). In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, or applicable state or federal law or regulation states otherwise, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract.

1. The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.

2. The bidder must have a valid Federal Tax Identification Number or Social Security Number (for individuals), documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

3. The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

4. The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation, and product liability.

5. A statement that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code.

6. A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon

and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.

7. Certification of compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).

8. A certification that individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

9. Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

10. For construction contracts (construction of new facilities, renovation of existing facilities, or road construction projects), or demolition contracts, over $25,000 (twenty five thousand dollars), evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

11. Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the city. Each contractor shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.

12. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. The contributions toward a health care plan must be part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

13. Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. The contributions toward a pension or retirement program must be a part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

14. Certification that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.

15. Whenever practical, the bidder should prequalify as a local bidder.

16. Any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

17. The submission requirements of this Ordinance also apply to subcontractors, except that the contractor shall submit all subcontractor submissions to the city prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits the required information and the city approves such information. Further, where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

CERTIFICATIONS/ATTACHMENTS

For each required certification or submission, the bidder shall comply with the appropriate subsection of the City of Joliet code of ordinances by initialing the page and/or attaching the required documentation to the page.

The certification pages should be initialed and submitted with the bid along with the required attachments.

There are 16 certification pages and a checklist that follows.

2-440(1) - The bidder must be a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state and submit a copy of the Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file, if required. If the bidder is an individual, sole proprietorship, or partnership, this subsection shall not apply.

I hereby certify that the bidder is a duly organized legal entity in good standing with the Illinois Secretary of State and in compliance with all laws prerequisite to doing business in the state.

_____

Initials of bidder

Or:

I certify that the bidder is an individual, sole proprietor, or partnership.

_____

Initials of bidder

Attachment: Illinois Secretary of State Department of Business Services online records evidencing that the bidder has a current corporate annual report on file (if required).

Mark attachment as "Attachment A"

2-440(2) - The bidder must have a valid Federal Tax Identification Number or Social Security Number (for individuals), documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

Attachment: Documents evidencing current registration with the Illinois Department of Revenue and the Illinois Department of Employment Security (if bidder has employees).

Mark attachment as "Attachment B"

2-440(3) - The bidder must be an equal opportunity employer and comply with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

I certify that the bidder is an equal opportunity employer and is in compliance with Section 2000(e) of Chapter 21, Title 42 of the United States Code and Executive Order 11246.

_____

Initials of bidder

2-440(4) - The bidder shall provide certificates of insurance indicating the following coverages if called for in the bid solicitation: general liability, workers compensation, completed operations, automobile, hazardous occupation, and product liability.

Attachments: Certificates of insurance indicating the following coverages as called for in the bid solicitation.

Mark attachment as "Attachment C"

2-440(5) - A statement that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy. If the bidder is insured with a carrier, the evidence of workers' compensation insurance shall be a copy of the "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code.

I certify that all employees are (i) covered under a current workers' compensation insurance policy, and (ii) properly classified under such policy.

_____

Initials of bidder

Attachment: "Information Page" which includes the name and address of the insured, as well as class codes upon which the compensation premium is based and the total estimated remuneration per class code (if applicable).

Mark attachment as "Attachment D"

2-440(6) - A statement of compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, for the past five (5) years. Such statement shall also provide that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act. A contractor who has been found, by the Illinois Department of Labor, to be in violation of the Prevailing Wage Act twice within a three (3) year period shall be deemed to not be Responsible Bidder for two (2) years from the date of the latest finding.

I certify that the bidder is in compliance with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), as amended, and all the rules and regulations therein, and has been for the past five (5) years.

_____

Initials of bidder

I certify that that the contractor has reviewed the Prevailing Wage Act or the federal Davis-Bacon and Related Acts, has reviewed and agrees to pay the applicable prevailing wage rates attached to the bid specifications, and will strictly comply with the Prevailing Wage Act or federal Davis-Bacon and Related Acts and related requirements, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.

_____

Initials of bidder

2-440(7) - Certification of compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).

I certify that the bidder is in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.).

_____

Initials of bidder

2-440(8) - A certification that individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

I certify that all individuals who perform work on the public works project on behalf of the contractor are properly classified as either (i) an employee, or (ii) an independent contractor under all applicable state and federal laws and local ordinances.

_____

Initials of bidder

2-440(9) - Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award. Additionally, the contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

Attachments: Documents evidencing any professional or trade licenses required by law or local ordinance for any trade or specialty in which the contractor is seeking a contract award.

Mark attachment as "Attachment E"

Attachments: Disclosure of any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

Mark attachment as "Attachment E1"

Or

I certify that the contractor has not been the subject of any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company.

_____

Initials of bidder

2-440(10) - For construction contracts (construction of new facilities, renovation of existing facilities, or road construction projects), or demolition contracts, over $25,000 (twenty five thousand dollars), evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

Attachments: Evidence of participation in apprenticeship and training programs applicable to the work to be performed on the project, which are approved by and registered with the United States Department of Labor's Office of Apprenticeship, or its successor organization. The required evidence includes but is not limited to a copy of all applicable apprenticeship standards or Apprenticeship Agreement(s) for any apprentice(s) who will perform work on the public works project.

Mark attachment as "Attachment F"

2-440(11) - Disclosure of the name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project. Further, each such subcontractor shall be required to adhere to the requirements set forth herein as though it were bidding directly to the city. Each contractor shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.

Attachments: The name and address of each subcontractor from whom the contractor has accepted a bid and/or intends to hire on any part of the project.

Mark attachment as "Attachment G"

I certify and acknowledge that the bidder shall submit all subcontractor information and supporting documentation to the city prior to the subcontractor commencing work on the project.

_____

Initials of bidder

2-440(12) - Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. The contributions toward a health care plan must be part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

I certify that the bidder provides, or contributes to, a health care plan for those employees working on the project and shall provide a copy of the health care plan upon request. I further certify that these contributions are part of the employee's regular compensation, and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

_____

Initials of bidder

Or

I certify that the bidder is subject to a collective bargaining agreement which addresses issues regarding a health care plan.

_____

Initials of bidder

2-440(13) - Unless otherwise agreed to in a collective bargaining agreement, the bidder shall certify that it contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. The contributions toward a pension or retirement program must be a part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

I certify that the bidder contributes to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request. These contributions toward a pension or retirement program are part of the employee's regular compensation and not merely part of the employee's compensation during the period of time for which the employee is performing work on the project.

_____

Initials of bidder

Or

I certify that the bidder is subject to a collective bargaining agreement which addresses contributions to an employee pension or retirement program, including but not limited to a 401k, a defined benefit plan or a similar plan for its field employees working on the project and shall provide a copy of the plan upon request.

_____

Initials of bidder

2-440(14) - Certification that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.

I certify that the bidder has not been subject to any determinations by a court or governmental agency for violations of federal, state, or local laws, including but not limited to serious, willful, or repeated violations of the Occupational Safety and Health Act (OSHA), violations of contracting or antitrust laws, tax or licensing laws, environmental laws, or the federal Davis-Bacon and Related Acts.

_____

Initials of bidder

2-440(b) - Any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

I certify and acknowledge that any material changes to the contractor's status, at any time during the performance of the project, must be reported in writing to the city within fourteen (14) days of its occurrence. Failure to comply with this requirement is grounds for the contractor to be deemed a non-responsible bidder.

_____

Initials of bidder

2-440(d) - The submission requirements of this Ordinance also apply to subcontractors, except that the contractor shall submit all subcontractor submissions to the city prior to the subcontractor commencing work on the project. Failure of a subcontractor to submit the required information shall not disqualify the successful bidder from performing work on the project and shall not constitute a contractual default and/or breach by the successful bidder. However, the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits the required information and the city approves such information. Further, where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

I certify and acknowledge that the submission requirements of this Ordinance also apply to subcontractors. I further acknowledge that the city may withhold all payments otherwise due for work performed by a subcontractor until the subcontractor submits required information and the city approves such information. I further acknowledge that where the city deems necessary, the city may also require that the successful bidder remove the subcontractor from the project and replace it with a responsive and responsible subcontractor.

_____

Initials of bidder

CERTIFICATION CHECKLIST

Initial bottom of page to certify that required certifications and attachments are complete.

Bidders/Contractor are required to certify to the following items:

2-440(1) – Good standing with S.O.S. _____

2-440(3) – Equal opportunity employer _____

2-440(5) – Workers' compensation coverage _____

2-440(6) – Prevailing Wage Act _____

2-440(7) – Substance Abuse Prevention on Public Works Act _____

2-440(8) – Employees properly classified _____

2-440(9) – Contractor properly licensed _____

2-440(11) – Disclosure of subcontractor information _____

2-440(12) – Employee health care plan _____

2-440(13) – Employee retirement plan _____

2-440(14) – OSHA compliance _____

2-440(b) – Required reporting of change in status _____

2-440(d) – Required updating of subcontractor information _____

Bidders/Contractor are required to attach the following documents:

2-440(1) – S.O.S. annual report (if required) _____

2-440(2) – Registration with IDOR and IDES _____

2-440(4) – Certificates of insurance _____

2-440(5) – Information page regarding workers' compensation _____

2-440(9) – Professional or trade licenses required _____

2-440(9) – Disclosure of suspension or revocation of license _____

2-440(10) – Apprenticeship standards or agreements (if required) _____

2-440(11) – List of subcontractors _____

I certify that all required certifications and attachments are included in the bid documents

_____

Initials of bidder

CITY OF JOLIET

150 WEST JEFFERSON STREET

JOLIET, ILLINOIS 60432-4158

CONTRACT DOCUMENTS FOR: 2023 PLANT OPERATIONS BULK POLYMER PURCHASE

User Department:	**PUBLIC UTILITIES**
Date and Time of Bid Opening:	**MONDAY, FEBRUARY 13, 2023 @ 10:00 A.M.**
Bid Security:	**10%**
Performance Security:	**NO**
Prequalification Necessary:	**YES-If the proposed POLYMER product is not listed in the GENERAL section it must be submitted to the City for approval not later than 5 days prior to the bid opening.**
Insurance:	**YES – The City of Joliet and its officers and employees are to be named as additional insured on a primary and non-contributory basis. Additionally, please provide an endorsement from your insurance carrier confirming the City of Joliet is additional insured, including the provision of legal representation in the defense of claims asserted against the City of Joliet.**

Bob O'Dekirk
Mayor

James V. Capparelli
City Manager

Dawn A. Kochan
Contract Administrator

Council Members:
Joe Clement
Bettye Gavin
Cesar Guerrero
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Sheri Reardon

INSTRUCTION TO BIDDERS

PROJECT: 2023 PLANT OPERATIONS BULK POLYMER PURCHASE

NOTE: BY SUBMITTING A BID, THE BIDDER WARRANTS THAT HE HAS FAMILIARIZED HIMSELF WITH ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS AS WELL AS THE CITY OF JOLIET PURCHASING ORDINANCE.

DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

CITY:	CITY OF JOLIET
OWNER:	THE CITY OF JOLIET
BID:	THE OFFER OF THE BIDDER
BIDDER:	ANY INDIVIDUAL, CORPORATION OR PARTNERSHIP WHO SUBMITS A BID.

CONTRACT DOCUMENTS - Invitation to Bid Instructions, General Conditions, Special Provisions, Specifications, Drawings, Addendums, Proposal (in so far as it is not inconsistent with other contract documents) and Contract Form.

Other definitions shall be as defined in City of Joliet Ordinance 7345 or in other Contract Documents.

1. BIDS - GENERAL

Bids shall be made in accordance with the instructions. Failure to execute proposals as required may, in the discretion of the City, be cause for rejection of the bid.

2. FORMS

Bids shall be submitted on the forms provided by the City of Joliet. Each bid must be submitted bound with all other contract documents.

3. BLANKS; CORRECTIONS

All blank spaces on any contract document shall be filled in with typewritten figures or ink. Any erasures or corrections shall be dated and initialed by the bidder.

4. SUBMISSION

Bids shall be submitted in opaque sealed envelopes to the City Clerk, 150 West Jefferson Street, Joliet, Illinois 60432-4156, prior to the time and date set forth for bid opening in the Notice to Bidders. Each bid shall be addressed to the City Clerk and shall bear on the face of the envelope the name of the bidder, and a statement that it is a sealed bid to be opened for the contract at the date and hour as set forth in the invitation to bid.

5. EXECUTION

Proposals shall be signed by the bidder. If the bidder is a corporation, the proposal shall bear the name of the corporation, signed by an officer authorized to bind the corporation, and sealed with the corporate seal.

6. WITHDRAWAL

Bids may be withdrawn previous to the time of the bid opening by written request. However, no bid shall be withdrawn within the thirty (30) day period after the time set for bid opening. Bidders withdrawing their bids prior to the time and date set for bid opening may still submit another bid if done in accordance with these instructions.

7. WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

8. UNIT PRICE

When unit prices are called for, bids shall include all unit cost items and alternatives shown on the proposal. When an error is made in extending total prices, the unit price will govern.

9. TAXES

All bids shall include all applicable taxes. The State of Illinois Sales Tax and Federal Excise Taxes are not applicable to sales made in the City.

10. NET PRICE

Bid prices shall be net, including therein transportation and handling charges F.O.B. City of Joliet, and shall further include all charges of whatsoever sort for labor and materials contained in the work or materials designated in the specifications and proposals.

11. BID SECURITY

Each bidder shall provide bid security in the amount of at least **Ten percent (10%)** of its base bid. Bid security shall be in the form of a certified check, cashier's check or bid bond issued by a surety licensed to do business in the State of Illinois. Bid security shall be made payable to the order of the City of Joliet. Bid security shall be held to ensure good faith on the part of the bidder and to be applied as liquidated damages should the successful bidder fail to execute all required contract documents or attempt to withdraw the bid prior to execution of the contract.

Personal checks and Company checks are not acceptable bid security and may result in the rejection of the bid as non-conforming.

12. BID SECURITY RETURN

All bid security, other than submitted by the successful bidder, will be returned to the respective bidders upon the successful execution of the contract.

13. INTERPRETATIONS

Interpretations of the meaning of any item in the Contract Documents shall be valid only if issued in writing by the Owner or the Owner's representative designated in the Contract Documents.

14. FAMILIARITY WITH CONTRACT DOCUMENTS AND SITE

Bidders shall examine all contract documents including General Conditions and Specifications, inspect and acquaint himself fully with site conditions (surface and subsurface), working conditions and restraints, if applicable, prior to the submission of his bid.

15. ALTERNATE EQUIPMENT OR MATERIALS

a. Bids shall be evaluated and considered on equipment and/or materials complying substantially with the contract specifications. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or material listed in the contract specifications, that bidder shall list such deviations and/or substitutions, including technical data when applicable, in a letter attached to the bid or on a form that may be provided by the City with the bid documents.

b. Brand names, which may be mentioned in the contract specifications, are used only as a reference to the type and quality of equipment and/or materials desired. However, any deviation from or substitution in a brand name stated in the contract specifications shall be listed as required under paragraph (a) of this section.

c. The City reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of the using department.

d. A bidder's failure to list any deviations from or substitutions in the contract specifications as required under paragraph (a) of this section may result in the rejection of the bid.

16. DESCRIPTIVE LITERATURE: EQUIPMENT OR MATERIALS

Each bidder bidding on contracts to furnish equipment or materials shall furnish with his proposal two (2) copies of descriptive literature on the supplies or equipment being bid and manufacturer's specifications shall be in sufficient detail to permit proper evaluation of the bid.

17. RESPONSIBILITY OF BIDDERS

No contract will be awarded to any person, firm, or corporation that is in arrears to the City of Joliet, Illinois upon any debt or contract, or who has failed to execute in whole or in part, in a satisfactory manner, any contract with the City of Joliet, or who is a defaulter as to surety or otherwise upon any obligation to the City of Joliet, Illinois.

18. CITY'S RIGHT TO ACCEPT OR REJECT

The City of Joliet reserves the right to accept any bid which may be deemed to be in the best interest of the City of Joliet. The City of Joliet further reserves the right to reject any or all bids.

19. AWARDING OF CONTRACT

The Contract shall be awarded to the lowest responsible bidder based on criteria as set forth in the City of Joliet Purchasing Ordinance.

20. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these bid documents, the Contractor may not submit alternate or multiple bids as part of this bid package. The submission of more than one bid within a single bid package may be cause for rejection of any or all of the bids of that contractor.

21. AFFIDAVITS

The Affidavits included in these Contract Documents must be executed and submitted with the bid.

CITY OF JOLIET

GENERAL CONDITIONS

Materials, Supplies, Equipment

1. Definitions

The following terms when used in the Contract Documents shall be defined as follows:

"Contractor" – The legal entity to whom the contract is awarded by the City.

2. Intent of the Contract Documents

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include in the contact price the cost of all materials, equipment, bonds, transportation and all other expense as may be necessary for the complete performance of the contract according to the Contract Documents.

In interpreting the Contract Documents, words describing materials or words which has a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meaning recognized by architects, engineers or the trade.

3. Silence of Specifications

The apparent silence of the specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best materials or workmanship are to be used.

4. Contract Quantities

a.) Specific Quantities: Where quantities are specifically stated in the Contract Documents, the Contractor shall deliver and the City shall pay for only such quantities as therein stated.

b.) Requirements: Where quantities are stated in the Contract Documents in terms of requirements, the Contractor shall deliver all such quantities as are ordered by the City with the Contract period at the price or prices bid.

c.) Estimated Quantities: Where quantities are state in the Contract Documents in terms of estimated quantities, the Contractor shall supply that quantity as specified by the City within the limits of more or less than ten percent (10%) of the estimate quantity so specified.

5. Hold Harmless – Patents and Copyrights:

The Contractor shall defend and hold the City, its officers, agents and employees, harmless from liability of any nature or kind on account of use of any copyrighted or uncopyrighted composition, secret process, patented unpatented invention, article or appliance furnished or used under this Contract.

6. No use of City's Name:

The Contractor is specifically denied the right of using in any form or medium the name of the City for public advertising unless express written permission is granted by the City.

7. New Parts and Materials; Title:

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, either in part or in whole, except where the specifications explicitly provide therefore. Further, the Contractor warrants that it has lien free title to all equipment, supplies or materials purchased under the terms of this contract.

8. Subletting of Contract or Contract Funds:

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his Contract or his right, title or interest therein, or his power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the City, and in no case shall such consent relieve the Contractor from his obligations, or change the terms of the Contract.

9. Indemnity:

Contractor shall indemnify, keep and save harmless, the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, including mechanic lien claims, suits, liabilities, judgments, settlements, costs and expenses, which may accrue against the City as result of activities or products under this Contract, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any or of the City, its employees; and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

10. Default:

The Contract in whole or in part may be terminated by the City by sending written notice of default to the Contractor upon non-performance or violation of contract terms and the award be made to next low bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor and his surety shall pay to the city the costs in excess of the defaulted Contract prices; provided, that the Contactor shall continue the performance of his Contract to the extent not terminated under the provisions of this clause. The Contractor shall be given seven (7) days written notice prior to such termination.

11. Disputes:

Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Purchasing Agent shall be final and conclusive unless, within 30 days for the date of receipt of such copy, the Contractor mails or otherwise furnished to the Purchasing Agent a written appeal addressed to the City Manager. The decision of the City Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by the court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Purchasing Agent's decision.

12. Warranty:

The Contractor warrants that the materials, supplies, or equipment provided under this Contract are fit for the particular purpose as set forth in the Contract Documents.

13. Performance Security:

The security shall be conditioned on the full and faithful performance of the Contract according to its terms and shall be drawn upon as partial liquidated damages, it being agreed that such sum is reasonable. If the amount of the bid security and performance security required are the same and the Contractor has posted a check for the bid security, the Contractor hereby agrees to allow said check to stand as the performance security as required by this paragraph.

14. Delivery:

a.) Shipping Instructions – Consignment: Unless otherwise specified in the bid, each container delivered under this Contract must be plainly stencil marked or securely tagged, stating the Contractor's name and purchase order number upon which furnished and delivery address as indicated in the order. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and purchase order number. Any failure to comply with these instructions will place the material or equipment at the Contractor's risk. Deliveries by rail, tuck, or otherwise, must be within the hours of 9:00 a.m. and 4:00 p.m. and in ample time before closing. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the Purchasing Agent.

b.) Responsibility for Supplies Rendered: The Contractor shall bear the risk of loss for the materials, equipment, or supplies covered by Contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor within five (5) days after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.

Upon failure to do so within ten (10) days after date of notification the City may return the rejected materials or supplies to the Contractor at his risk and expense.

c.) Inspections: Inspection and acceptance of materials, equipment or supplies will be made after delivery at destination herein specified. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications.

d.) Inspection at Premises: The City reserves the right to have inspectors on the premises of the manufacturers during the process of manufacture of any products being furnished under this Contract, for as long as may be considered necessary. All expenses of the inspectors shall be borne by the City, unless otherwise specified.

The presence of inspectors at the site of the manufacturers of the products shall not relieve the Contractors of responsibility for faulty workmanship of materials which may be discovered at any time after delivery and prior to final acceptance in accordance with the specifications.

e.) Compliance: Delivery must be made as ordered and in accordance with the bid or as directed by the City. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery required. The decision of the City as to reasonable compliance with delivery terms shall be final.

f.) Delay: Should the Contractor be delayed by the City for any cause, there shall be added to the time of completion a time equal to the period of such delay caused by the City. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension.

Deliveries are to be made on or before date specified in the Contract Documents. Time is the essence of this Contract.

g.) Point of Destination: All materials shipped to the City must be shipped F.O.B. designated location, City of Joliet, Illinois. If delivery is made by truck, arrangements must be made in advance by the Contractor in order that the City may arrange for receipt of the materials. The materials must then be delivered where directed.

Truck deliveries will be accepted before 4:00 p.m. on week-days only. No deliveries will be accepted on Saturdays, Sundays, or holidays, unless previous arrangements have been made.

h.) Additional Charges: Unless purchased F.O.B. shipping point and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is substituted on order for less expensive method specified in Contract. In such cases, difference between freight or mail and express charges may be added to invoice.

i.) Method of Containers: Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery. Containers become the property of the City unless otherwise definitely specified by bidder.

j.) Weight Checking: Deliveries shall be subject to reweighing over official sealed scales designated by the City. Payment shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the City.

k.) Replacement: Materials or components that have been rejected by the City shall be replaced by the Contractor at no cost to the City.

l.) Rejected Shipments: All materials or equipment delivered and not conforming in every way to the Contract Documents shall be rejected. Such rejected shipments shall be removed within five (5) working days from City premises at the Contractor's expense and be replaced at no cost to the City with a shipment that meets specifications. The decision of the City as to quality or quantity of the delivery will be considered final.

m.) Packing Slips or Delivery Tickets: All shipments or deliveries shall be accompanied by packing slips or delivery tickets, and shall contain the following information for each item delivered:

The Purchase Order Number
The Name of the Article and Stock Number (Supplier's)
The City Identification Number
The Quantity Ordered
The Quantity Back Ordered
The name of the Contractor

n.) Invoices: Unless otherwise specified, vendor must submit single invoice copies for each shipment. If shipment is made by freight or express, original bill of lading properly receipted must be attached to invoice. Mail all invoices to:

City of Joliet
Purchasing Division
150 W. Jefferson Street
Joliet, Illinois 60432

o.) Delivery Failures: Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the City, or failure to make replacements of rejected articles when so requested, immediately or as directed by the City, shall constitute authority for the City to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices. Such public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City.

p.) Non-Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike the transporting carrier, act of God, act of Government, act of an alien enemy or any other circumstances which the City's sole discretion are beyond the control of the Contractor under such circumstances, however, the City may in its discretion, terminate the Contract.

q.) Damages for Late Delivery: The City shall, in its sole discretion, deduct the amount of five percent (5%) of the original contract price for each day materials, supplies or equipment are not delivered in accord with the Contract Documents, said sum representing a reasonable sum and shall be construed as liquidated damages and not a forfeiture. If deduction is made under this clause, it shall be in addition to any other remedy under these conditions and not construed as an election.

15. Payments:

a.) Payments: Payments will be made after complete performance of contract in accordance with all provisions thereof and upon receipt by the Purchasing Division of properly executed invoice. Invoices shall be paid within sixty (60) days for delivery for supplies, material or equipment.

b.) Partial Payments: Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

Items which have not been delivered or accepted by the City shall not be vouchered for payment. Back orders shall not be invoiced by the supplier until shipment is made.

Prepayments, partial payments, prorated payments, advance payments and additional payments for goods or services shall not be allowed to the bidder.

c.) Payment for Equipment, Installation and Testing: Unless otherwise provided, when equipment involves installation (which shall also be interpreted to mean erection and/or setting up or placing in position for service or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the price bid when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the supplier or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation as required.

GENERAL CONDITIONS

TAX EXEMPTION:

a.) The City of Joliet, Illinois, is not liable for the Illinois Retailers Occupation Tax, the Service Occupation Tax or the Service Use Tax.

b.) Sales to the City of Joliet for materials and services are exempt from State and local taxes pursuant to Rule 40 of the Illinois Retailers Occupation Tax Rules, issued April 15, 1965. No charge will be allowed for taxes from which the City of Joliet, Illinois, is exempt.

c.) The City of Joliet is exempt from Federal Excise and Transportation Tax. Our FEIN is 36-6088568; our Illinois Tax Exemption Identification Number is E 9992-5631-06.

NOTICE TO BIDDERS – ETHICS ORDINANCE AND INSPECTOR GENERAL COMPLIANCE

The City of Joliet has an Ethics Ordinance (Section 2-333 et seq. of the Code of Ordinances of the City of Joliet) which prohibits any appointed or elected official of the City of Joliet, or any employee of the City of Joliet from receiving or soliciting anything of value to influence that City official or employee in carrying out his or her official duties. The City of Joliet appreciates your anticipated cooperation in refraining from offering any official or employee anything, item, service, or favor of value to influence that person's decision on any City business. With your cooperation, the City of Joliet will achieve its goal of maintaining a fair and competitive contract procedure that promotes the best interests of the citizens of the City of Joliet. You should report immediately any violation of the Ethics Ordinance to the Inspector General, including any solicitation of a thing of value by a City official or employee. A bidder or contractor's participation or encouragement in the violation of the Ethics Ordinance may result in the rejection of a bid, termination of contract, or declaration of ineligibility to bid on future contracts.

It is the duty of any bidder, proposer, consultant, subcontractor, applicant for pre-qualification for a City contract, applicant for local bidder certification, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant, subcontractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to City of Joliet Ordinance 2-180, et. seq.. Any of the aforementioned parties understands and will abide by all provisions of the aforementioned Ordinance. All contractors must inform subcontractors of the provision and require understanding and compliance with it.

A copy of the City of Joliet Ethics Ordinance and all other City Ordinances are available in the City Clerk's office or on the City website for your review.

Contract Specifications for Polymer

This bid is for both liquid emulsion and dry polymer to be purchased and delivered F.O.B. City of Joliet Plant Operations, Eastside Wastewater Treatment Plant, for a one (1) year period and subject to two (2) twelve (12) month renewal periods.

Site address is;

Eastside Wastewater Treatment Plant
815 Adler Street
Joliet, IL 60436

The polymer flocculant shall be delivered in both dry and liquid emulsion form readily soluble in water. It shall not adversely impact the plant's effluent bioassay monitoring. It shall be in compliance will all applicable laws and regulations, including but not limited to relevant Air Quality Monitoring Board regulations and have no objectionable odor in the work environment. The liquid form and solution of the material shall be nonflammable and noncorrosive. The City reserves the right to disqualify any product which in the opinion of the City poses a safety hazard, health hazard, or odor problem to treatment plant personnel.

The polymer is to thicken waste activated, digested and primary sludge using gravity belt thickeners at the Eastside Wastewater Plant facility and dewater sludge utilizing the City's mobile dewatering centrifuge.

At the Eastside facility polymer shipments are to be made in 50 lbs bag and 1650 lb super sack loads. Depending on City Staff preference. Deliveries for the dewatering centrifuge shall be made utilizing 225 gallon totes. The City does have a forklift to aid in unloading.

It is the Manufacturer's responsibility to maintain production and delivery facilities necessary to supply polymer to meet the City's needs considering bid dose rate, on-site storage capacity, and production/transit time. The Manufacturer must deliver product within two weeks upon receipt of order. In the event the manufacturer fails to make deliveries on schedule, the City reserves the right to purchase material on the open market and charge the contract awarded manufacturer for any costs incurred above the contract price.

The bidder to whom a contract is awarded will be required to furnish and update, as necessary, a list of telephone numbers and names of the responsible parties to be called on a 24-hour, 7-days-per-week basis in the event of an emergency or unusual operational condition.

Material Safety Data Sheets must be submitted prior to any polymer deliveries.

Product specifications at a minimum shall include the following data:

- Polymer name
- Polymer trade name
- Percent of total solids
- Minimum percent of active solids
- Maximum percent of inert solids
- Molecular weight
- Bulk density range
- Viscosity range

Only the following previously tested products will be allowed to bid:

1. Polydyne C-3291
2. Hawkins Zetag 7587
3. Carus Praestol 857-BSKFN2

Any product not listed above must be submitted to Mr. Nick Gornick via email at ngornick@joliet.gov for evaluation/approval to bid. Requests must be submitted no later than five days prior to the bid opening.

The price of the polymer per pound delivered will be fixed at the award of this bid.

Service is considered a part of this contract and is to be included in the cost per pound of polymer. The service program(s) include training, intensified services during startup, regular service on a periodic basis (minimum of one site visit per **QUARTER**), technical and laboratory support, and special services to deal with unusual problems or situations.

The details of the service program are described in the following:

Effective implementation of the sludge thickening/dewatering polymer.

Potential polymer-related problems can be recognized and corrected before they become operating problems.

During every regular service visit, the service representative will:

1. Review daily plant test records since last service call.

2. Discuss operating or dewatering related questions or problems since the last service call.

3. Check inventory and calculate proper dosing (minimally once a month).

4. Meet with management for a review of the overall sludge dewatering program.

5. Work to improve the sludge dewatering program.

6. Submit a complete written report on all findings and recommendations to designated management and operating personnel (minimally one per **QUARTER**).

7. Advise of the latest and most advanced techniques and technology in the polymer usage as they are available.

Payment will be made on each shipment invoice. The invoice will include the total pounds of polymer delivered

If dewatering/thickening characteristics adversely change during the course of this contract, vendor will optimize current polymer or supply a different product at no more than the current cost of polymer per dry ton of dewatered/thickened sludge. If the polymer characteristics and or deliveries cause problems (plugging of polymer feed system, spills from delivery, etc.), the supplier will incur the costs / manpower of polymer removal, manpower of the cleaning of tanks and associated equipment that is affected.

BASIS OF AWARD

The contract shall be awarded based on the 2023 price submitted. The 2024 and 2025 bids shall only be consider as an optional extension to be evaluated at a later date.

2024 & 25 EXTENSION OPTION

The City of Joliet is also soliciting proposals for calendar years 2024 & 2025. In addition to the proposal for 2023, each bidder is required to submit a proposal for calendar year 2024 & 2025. The submittal of a proposal shall obligate the successful bidder to provide the services described in accordance with the proposal amount. At any time during 2023 or 2024, both parties shall have the right and option to extend the Contract to include calendar year 2024 & 2025.

2023

BID SCHEDULE

TO THE CITY OF JOLIET, ILLINOIS:

I. **FOR 2023** the undersigned proposes to furnish approximately **65,000** lbs of polymer in bulk delivery in accordance with all provisions in the bid document.

Bulk delivery @ $_____/lb. DRY

55,000 lbs = $_____

Bulk delivery @ $_____/lb. Liquid

10,000 lbs = $_____

2023 TOTAL:_____

II. Polymer solution will be delivered within _____calendar days of order.

III. All containers are shipped prepaid, FOB destination.

IV. The City of Joliet does not pay Federal Excise or State Sales Tax.

PLEASE NOTE: THE PRICE OF BULK DELIVERY IS TO BE INCLUSIVE OF TRAVEL AND ANY CHARGES FOR ADDITIONAL STOPS. THERE WILL BE ABSOLUTELY NO ACCEPTANCE OF ANY VARIANCE FROM THIS BID FORM.

SUBMITTED BY:

_____

Print Name of Company

BY:

_____

Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

PHONE(_____) _____

DATE_____

E-MAIL ADDRESSS_____

2024

BID SCHEDULE

TO THE CITY OF JOLIET, ILLINOIS:

I. **FOR 2024** the undersigned proposes to furnish approximately **65,000** lbs of polymer in bulk delivery in accordance with all provisions in the bid document.

Bulk delivery @ $_____/lb. DRY

55,000 lbs = $_____

Bulk delivery @ $_____/lb. Liquid

10,000 lbs = $_____

2024 TOTAL:_____

II. Polymer solution will be delivered within _____calendar days of order.

III. All containers are shipped prepaid, FOB destination.

IV. The City of Joliet does not pay Federal Excise or State Sales Tax.

PLEASE NOTE: THE PRICE OF BULK DELIVERY IS TO BE INCLUSIVE OF TRAVEL AND ANY CHARGES FOR ADDITIONAL STOPS. THERE WILL BE ABSOLUTELY NO ACCEPTANCE OF ANY VARIANCE FROM THIS BID FORM.

SUBMITTED BY:

_____

Print Name of Company

BY:

_____

Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

PHONE(_____) _____

DATE_____

E-MAIL ADDRESSS_____

2025

BID SCHEDULE

TO THE CITY OF JOLIET, ILLINOIS:

I. **FOR 2025** the undersigned proposes to furnish approximately **65,000** lbs of polymer in bulk delivery in accordance with all provisions in the bid document.

Bulk delivery @ $_____/lb. DRY

55,000 lbs = $_____

Bulk delivery @ $_____/lb. Liquid

10,000 lbs = $_____

2025 TOTAL:_____

II. Polymer solution will be delivered within _____calendar days of order.

III. All containers are shipped prepaid, FOB destination.

IV. The City of Joliet does not pay Federal Excise or State Sales Tax.

PLEASE NOTE: THE PRICE OF BULK DELIVERY IS TO BE INCLUSIVE OF TRAVEL AND ANY CHARGES FOR ADDITIONAL STOPS. THERE WILL BE ABSOLUTELY NO ACCEPTANCE OF ANY VARIANCE FROM THIS BID FORM.

SUBMITTED BY:

_____

Print Name of Company

BY:

_____

Signature of person authorized to sign bid

TITLE_____

ADDRESS_____

_____

PHONE(_____) _____

DATE_____

E-MAIL ADDRESSS_____

PREVAILING WAGES

This Contract shall be subject to the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.) to the extent required by law.

For Prevailing Wage information please go to the City of Joliet Website

https://www.joliet.gov/government/departments/purchasing/prevailing-wage-information

For current Prevailing Wage Rates, go to State of Illinois Website below and follow the instructions:

https://data.illinois.gov/dataset/idol-2018-prevailing-wage-rates/resource/0c95f063-aed9-4db7-adc3-c224acee8fc2

If you cannot access or have difficulty retrieving the prevailing wage information, contact Dawn A. Kochan dkochan@joliet.gov or call 815-724-3926 and we will send you the relevant prevailing wage information.

(NOTE: These affidavits must be completed by an authorized representative of the bidder)

AFFIDAVITS

Business Status of Bidder

BIDDER/APPLICANT:

_____
Name

_____
Principal place of business

_____
Address

_____
City, State, Zip Code

The Bidder is a:

_____ *Corporation*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Sole Proprietorship*
_____ *Other (please explain:* _____)

Corporation

The state of incorporation is: _____

The registered agent of the corporation in Illinois is:

Name _____

Address _____

_____

City, State, Zip _____

_____

The officers of the corporation are:

_____ _____
President *Secretary*

_____ _____
Vice President *Treasurer*

The Corporation is authorized to do business in the State of Illinois

Limited Liability Company

The state of registration is: _____

The registered agent of the Limited Liability Company in Illinois is:

Name _____

Address _____
City State Zip

The registered office of the Limited Liability Company in Illinois is:

Address _____

City State Zip _____

The managers and members of the Limited Liability Company are:

_____	_____
Name	*Name*
_____	_____
Address	*Address*
_____	_____
City, State	*City, State*

The LLC is authorized to do business in the State of Illinois

Sole Proprietorship

The address of the sole proprietor is:

_____
Address

_____
City, State

The sole proprietor transacts business in Illinois under the following assumed names:

_____ _____

BID RIGGING AND BID ROTATING

Section 2: That in connection with this solicitation for bids/proposals:

A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;

C. The bid is genuine and not collusive or sham;

D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;

E. All statements contained in such bid are true;

F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;

G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 2a

NON-COLLUSION

A. No officer or employee of the City of Joliet has a direct or indirect pecuniary interest in this bid.

B. No officer or employee of the City of Joliet has disclosed to the bidder any information related to the terms of a sealed bid.

C. No officer or employee of the City of Joliet has informed the bidder that the bid will be accepted only if specified persons are included as subcontractors.

D. Only the bidder will be entitled to the proceeds of the contract if this bid is accepted by the City of Joliet.

E. This bid is made without the benefit of information obtained in violation of law.

Section 3. The undersigned further states that: (circle A or B)

A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or

B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and

C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

THE REQUIREMENTS OF THE ILLINOIS DRUG FREE WORKPLACE ACT

Section 5. The undersigned will publish a statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

B. Specifying the actions that will be taken against employees for violations of this prohibition;

C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Joliet, the employees will:

1. Abide by the terms of the statement; and

2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring the in the workplace not later than five (5) days after such a conviction.

D. Establishing a drug free awareness program to inform the aforementioned company's employees about:

   1. The dangers of drug abuse in the workplace;

   2. The aforementioned company's policy of maintaining a drug free workplace;

   3. Any available drug counseling, rehabilitation, and employee assistance programs; and

   4. The penalties that may be imposed upon employees for drug violations.

E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Joliet and to post the statement in a prominent place in the workplace;

F. Notifying the City of Joliet within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;

G. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;

H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;

I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

A. Take appropriate personnel action against such employee up to and including termination; or

B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Joliet because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq..

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared nonresponsible and therefore 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 avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; 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.

B. 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 and Regulations for Public Contracts) 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.

C. 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.

D. 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 and Regulations for Public Contract. 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 and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.

E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, 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 and Regulations for Public Contracts.

F. 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 and Regulations for Public Contracts.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity 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 the 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 Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

Section 14. In the event that this contract is subject to Executive Order 11246, Seller certifies that it (1) is in compliance with Section 202 thereof and the Rules and Regulations issued thereunder; (2) does not and will not provide or maintain at any of it's establishments, or permit it's employees to perform their services at any location under its control where there are maintained, segregated facilities, and (3) agrees that a breach of this Certification violates the Equal Employment clause of Executive Order 11246. "Segregated Facilities," means facilities which are in fact segregated on a basis of race, color, creed, sex, religion or national origin, because of habit, local custom, or otherwise.

THE AMERICANS WITH DISABILITIES ACT

Section 15. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the Joliet Accessibility Code.

Signed by:_____
[name]

_____
[title]

Subscribed and Sworn to before me this _____ day of _____, **20__**.

By: _____
Notary Public

-seal-

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

* *
*NOTE: THIS AFFIDAVIT MUST BE
*COMPLETED BY THE CHIEF OFFICER
*OF THE BIDDER
* *

STOP*

CHECK THE FOLLOWING LIST TO MAKE SURE THAT YOUR BID CONTAINS ALL OF THE REQUIRED DOCUMENTS.

_____ 1. BID SECURITY

_____ 2. BIDDING SCHEDULE

_____ 3. BID PROPOSAL

_____ 4. ALL AFFIDAVITS, SIGNED & NOTARIZED

_____ 5. RESPONSIBLE BIDDER ORDINANCE CHECKLIST

FAILURE TO INCLUDE ANY ONE OR ALL OF THE ABOVE MAY CONSTITUTE SUITABLE GROUNDS FOR REJECTION OF YOUR BID.

***(FOR CONSTRUCTION CONTRACTS ONLY)**

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and between the between the City of Joliet, an Illinois Municipal Corporation (hereinafter "City") and _____ (hereinafter "Contractor").

In consideration of the mutual promises of the parties set forth in the Contract Documents, the Contractor agrees to timely perform all work, furnish all labor and materials necessary for the proper completion of the work; and the City agrees to pay for the work as set forth in the Contract Documents. The Contractor further agrees to comply with the provisions of the *Prevailing Wage Act* (820 ILCS 130/1 et seq.).

The Contract Documents shall consist of the following documents which are hereby made part of this Agreement as if recited at length herein:

1) **Legal Notice to Bidders**
2) **Instruction to Bidders**
3) **General and Special Conditions**
4) **Specifications and Drawings**
5) **Proposal Schedule (consistent with Contract Documents)**
6) **Affidavits**
7) **Performance Bond and Payment Bond**
8) **Addenda**

IN WITNESS WHEREOF, the City and the Contractor, by their duly authorized representatives have hereunto set their hands this _____day of _____, 20__.

CITY OF JOLIET,
an Illinois Municipal Corporation,

By:_____
James V. Capparelli
City Manager

Attest:_____
Christa M. Desiderio
City Clerk

Approved as to form:

_____
Sabrina Spano
Corporation Counsel

Print name of Contractor_____

By:_____

Print Name: _____

Title: _____