



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

FOR THE

DRINKING WATER SODIUM HYPOCHLORITE PURCHASE - 2019

CONTRACT NO. 2378-1218

<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES  _____ DIRECTOR OF PUBLIC UTILITIES DATE <u>October 25</u>, 2018</p>	<p>SUBMITTED BY _____ CONTRACTOR'S NAME _____ ADDRESS</p>
<p>APPROVED DEPARTMENT OF PUBLIC UTILITIES  _____ PUBLIC UTILITIES ADMINISTRATOR DATE <u>October 25</u>, 2018</p>	<p>_____ CITY AND STATE _____ PHONE DATE _____, 2018</p>

DEPARTMENT OF MANAGEMENT & BUDGET
PURCHASING DIVISION
MARGARET E. MCEVILLY
PURCHASING/CONTRACTS ADMINISTRATOR
PHONE: 815/724-3925
FAX: 815/724-3929
mmcevilly@jolietcity.org



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 ENVELOPE THAT HE/SHE IS IN RECEIPT OF ALL ADDENDUMS TO THE CONTRACT.

ANY QUESTIONS OR CLARIFICATIONS CONCERNING THESE SPECIFICATIONS SHOULD BE DIRECTED TO MARGARET E. MCEVILLY, CONTRACT ADMINISTRATOR, 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

INTERIM CITY MANAGER
Martin J. Shanahan Jr.

COUNCILPERSONS
Don Dickinson
Bettye Gavin
John E. Gerl
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Michael F. Turk

PURCHASING/CONTRACTS ADMINISTRATOR
Margaret E. McEvelly

CONTRACT DOCUMENTS

**PROJECT: DRINKING WATER SODIUM HYPOCHLORITE SOLUTION -
2019**

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

CONTRACT NO. 2378-1218

**MARTIN J. SHANAHAN JR
INTERIM CITY MANAGER**

**MARGARET E. McEVILLY
CONTRACT ADMINISTRATOR**

**MANAGEMENT & BUDGET
PURCHASING DIVISION**

150 W. Jefferson Street
Joliet, IL 60432
(815) 724-3925
(815) 724-3929 (fax)



CITY OF JOLIET

NOTICE

The City of Joliet has adopted the Responsible Bidder Ordinance. In addition to any other requirement, unless otherwise expressly stated in a bid solicitation or an award of contract, all bidders must comply with the following requirements in order to submit a bid or be awarded a contract and include satisfactory evidence thereof in its bid.

(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 Illinois.

(2) The bidder must have a valid Federal Employer Tax Identification Number or Social Security Number.

(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 No. 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) The bidder must comply with all provisions of the Illinois Prevailing Wage Act (820 ILCS 130), including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.

(6) All contractors and sub-contractors performing services covered by the Illinois Prevailing Wage Act must submit to the City the certified payrolls required by the Act, as amended by Illinois Public Act 94-0515.

(7) For construction projects (construction of new facilities, renovation of existing facilities or road construction projects) over \$25,000.00, or demolition contracts over \$25,000.00, the bidder must provide apprenticeship and training programs that are either registered with the United States Department of Labor's Bureau of Apprenticeship and Training or are reasonably equivalent to such programs.

MARGARET E. MCEVILLY
Purchasing/Contract Administrator

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

<http://www.cityofjoliet.info/departments/finance/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.

VENDOR NAME _____

VENDOR ADDRESS _____

CITY, STREET, ZIP _____

CONTACT PERSON _____

SIGNATURE _____

PHONE _____

EMAIL ADDRESS _____

Complete this form ONLY if you 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 prequalifications 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.

LEGAL NOTICE
CITY OF JOLIET
ADVERTISEMENT TO BIDS

CONTRACT NO. 2378-1218

**PROJECT NAME: DRINKING WATER SODIUM HYPOCHLORITE
PURCHASE- 2019**

The City of Joliet, Illinois, does hereby invite sealed bids for **DRINKING WATER SODIUM HYPOCHLORITE PURCHASE – 2019**

Bids will be received at the Office of the City Clerk, City of Joliet Municipal Building, and 150 West Jefferson Street, Joliet, Illinois 60432-4156 until **9:00 A.M.** local time on **FRIDAY, NOVEMBER 16, 2018** at which time they will be opened and publicly read aloud.

Those desiring to submit a bid may examine the bid documents and detailed specifications at 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 <http://www.cityofjoliet.info/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 <http://www.cityofjoliet.info/departments/finance/purchasing/prequalification-process> .

All Bidding Document holders should sign up for RSS feeds at <http://cityofjoliet.info/departments/finance/purchasing/bids-proposals/construction-public-utilities> 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 <http://www.cityofjoliet.info/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 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: \$50.00 hardcopy or
Electronic download is free

MARTIN J. SHANAHAN JR.
INTERIM CITY MANAGER

To be published in the Labor Record
Wednesday, November 1, 2018

MARGARET E. MCEVILLY
CONTRACT ADMINISTRATOR

CITY OF JOLIET
150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

**CONTRACT DOCUMENTS FOR: DRINKING WATER SODIUM HYPOCHLORITE
SOLUTION - 2019**

User Department: **PUBLIC UTILITIES**

Date and Time of Bid Opening: **FRIDAY – NOVEMBER 16, 2018 @ 9:00 A.M.**

Bid Security: **10%**

Performance Security: **100%**

Prequalification Necessary: **NO**

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**

**MARTIN J. SHANAHAN JR.
Interim City Manager**

**Margaret E. McEvelly
Contract Administrator**

**Council Members:
Don Dickinson
Bettye Gavin
John E. Gerl
Larry E. Hug
Terry Morris
Pat Mudron
Jan Hallums Quillman
Michael F. Turk**

INSTRUCTION TO BIDDERS

PROJECT: DRINKING WATER SODIUM HYPOCHLORITE SOLUTION - 2019

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 contract 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 Contractor 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, truck, 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.

SPECIFICATIONS FOR FURNISHING SODIUM HYPOCHLORITE SOLUTION PURCHASE - UTILITIES DEPARTMENT - CITY OF JOLIET, ILLINOIS

GENERAL

The liquid sodium hypochlorite solution (12.5% by weight & 15% by volume) furnished under this contract shall meet the purity requirements as specified in the American Water Works Association Specification B300-04, "AWWA Standard for Hypochlorites." All valves and plugs in the hypochlorite containers shall be in first-class condition to prevent leakage. It will be considered "just cause" by the City of Joliet to cancel the contract if the quantity of faulty containers delivered is excessive in the opinion of the Utilities Administrator or the Plant Operations Superintendent.

QUANTITY

The sodium hypochlorite solution requirements of the Water Division fluctuate from year to year. Therefore, the City of Joliet will be obligated to pay only for actual quantities ordered by Purchase Order number.

Based on this year's projections, it is estimated that **201,000** gallons of sodium hypochlorite solution will be required for 2019.

DELIVERY

The sodium hypochlorite will be ordered as required in the exact quantities as requested by the Purchase Order. When delivering sodium hypochlorite, the supplier will be required to provide 24-hour notice. This notice should be given to Mr. Nicholas Gornick, Plant Operations Superintendent, at 815/724-3675.

Any and all spills made during the delivery of the product **must be** cleaned up by vendor before leaving the premises.

PERIOD OF CONTRACT

Date of award is intended to be on December 4, 2018, at which time a Notice of Award Letter will be sent to the successful bidder. The Contract Period covered under this agreement shall be no earlier than January 1, 2019 and no later than the Termination Date of February 28, 2020. Extension of this agreement past the Termination Date shall be mutually agreed to by both parties.

TERMINATION OF CONTRACT

The City of Joliet reserves the right to terminate this contract after January 1st of the

following year and prior to the Termination Date stated in this agreement by providing 30 day written notice to the supplier. The extended 2 month period after January 1st of the following year is intended to ensure the City has a continuous supply of product during this transition period. In the event that the same supplier is the successful bidder the following year, the City shall provide a 30 day written notice of the effective Termination Date of this agreement.

PRICE

The prices given in the Proposal are to be FOB destination.

MULTIPLE CONTRACT DISCOUNT PRICE

For suppliers bidding on multiple chemical purchase contracts for 2018, the supplier may submit a **DISCOUNTED UNIT PRICE** to offer to the City any savings for transportation and delivery cost. The discounted price will be considered for bidders with low bids on multiple contracts. The discounted price will be considered only on the second and/or third contract that offers the City the greatest savings of the chemical purchases. The contracts for this discount to be applied to are the 2019 Manganese Sulfate Purchase, 2019 Sodium Hypochlorite Purchase, and the 2019 Blended Phosphate Purchase. For bidders not wishing to offer a discount, write in "N/A" or the same unit price as the base bid.

2020 EXTENSION OPTION

The City of Joliet is also soliciting proposals for calendar year 2020. In addition to the proposal for 2019, each bidder is required to submit a proposal for calendar year 2020. 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 2019, the City shall have the right and option to extend the Contract to include calendar year 2020.

TRAINING

The successful bidder shall conduct a 2-hour (minimum) sodium hypochlorite safety seminar prior to the start of the contract at the City of Joliet's facility. The training shall include, but not be limited to, a complete review of the MSDS data sheet and a review of potential hazards from delivery to application in the water treatment process. Reactions with other chemicals at the facilities shall also be discussed. The time and date are to be determined / coordinated with the Plant Operations Superintendent.

2019
BID SCHEDULE

TO THE CITY OF JOLIET, ILLINOIS:

- I. **FOR 2019** The undersigned proposes to furnish approximately **201,000** gallons of sodium hypochlorite solution in bulk deliveries in accordance with all provisions in the bid document.

Bulk Delivery @ \$ _____ /Gallon

201,000 Gallons = \$

- II. **Multiple Contract Discount:**

Bulk Delivery @ Discounted \$ _____ /Gallon

201,000 Gallons = \$

- III. Sodium Hypochlorite solution will be delivered within _____ calendar days of order.
- IV. All containers are shipped prepaid, FOB destination.
- V. The City of Joliet does not pay Federal Excise or State Sales Tax.

PLEASE NOTE: THE PRICE PER 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 ADDRESS _____

2020
BID SCHEDULE

TO THE CITY OF JOLIET, ILLINOIS:

- I. **FOR 2020** The undersigned proposes to furnish approximately **201,000** gallons of sodium hypochlorite solution in bulk deliveries in accordance with all provisions in the bid document.

Bulk Delivery @ \$ _____ /Gallon

201,000 Gallons = \$

- II. Sodium Hypochlorite 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 PER 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 ADDRESS _____

CURRENT LOCATIONS OF BULK DELIVERY SITES
(All Locations in Joliet, Illinois)

Fairmont & Garvin WTP
1301 Fairmount Avenue
2 – 500 Gallon Tanks
1 – 2000 Gallon Tanks

Black Road WTP
8301 Jones Rd
2 – 2000 Gallon Tanks

Well 11-D WTP
Ingalls & Gale Drive
Two – 500 Gallon Tank

Well 10-D WTP
107 Twin Oaks Drive
Two – 500 Gallon Tank

Well 18-D WTP
4000 Channahon Rd
One – 500 Gallon Tank

Washington Street Well WTP
925 E. Washington Street
One – 500 Gallon Tank

Well 30-D WTP
2051 Oneida
One – 500 Gal Tank

Well 12-D WTP
3340 Von Esch
One – 500 Gallon Tank

Well 15-D WTP
1900 Drauden Rd
One – 500 Gallon Tank

Well 16-D WTP
4401-4403 Mallard
One – 500 Gallon Tank

Well 29-D WTP
2501 W. Millsdale Rd
One – 500 Gallon Tank

East Side Sewage Treatment Plant
1021 McKinley Ave
One – 200 Gallon Tank

West Side Sewage Treatment Plant
4000 Channahon Road
One – 200 Gallon Tank

Aux Sable Sewage Treatment Plant
8300 Black Road
One – 200 Gallon Tank

ADDITIONAL SITES MAY BE INCLUDED AT FUTURE DATES

(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 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 its establishments, or permit its 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-

STOP*

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

- _____ 1. **BID SECURITY**
- _____ 2. **TWO COPIES OF DESCRIPTIVE LITERATURE**
- _____ 3. **WARRANTY STATEMENT**
- _____ 4. **BIDDING SCHEDULE**
- _____ 5. **PROPOSAL**
- _____ 6. **SIGNED AND NOTARIZED AFFIDAVITS**

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

***(For Materials & Supplies)**

AGREEMENT

THIS AGREEMENT is entered into on the date stated below by and 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: _____

MARTIN J. SHANAHAN JR
Interim City Manager

Print name of Contractor: _____

By: _____

Print Name: _____

Attest: _____

Christa Desiderio
City Clerk

Title: _____

Approved as to form:

Christopher Regis
Acting Corporation Counsel