



JOLIET JUNIOR COLLEGE

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**JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525**

**(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938**

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **CHEMICAL WASTE DISPOSAL** pursuant to specifications.

PROPOSALS:

Proposals will be received electronically and publicly read aloud by the Joliet Junior College via Microsoft Teams at the date and time hereinafter designated. You are invited to be present if you so desire.

PLACE: [CLICK HERE TO JOIN THE PUBLIC BID OPENING AT THE DUE DATE & TIME](#)

DATE: **MAY 5, 2021**

FAXES ARE NOT ACCEPTABLE

TIME: **10:00 AM**

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

General Supplier Guide (ESM Documents):

<https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

Supplier Registration Guide (JJC Document):

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

PRE-BID MEETING: NOT REQUIRED

DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.

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3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

BUSINESS ENTERPRISE PROGRAM (BEP):**MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:**

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), [Business Enterprise Program \(BEP\)](http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a [utilization plan](#) and [letter of intent](#) that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

ACKNOWLEDGEMENT OF ADDENDA:

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot",

and award determination made on the basis of total price submitted.

SAMPLES:

Bidder may be required to furnish samples upon request and without charge to the College.

BID SECURITY: NOT REQUIRED

PAYMENTS:

Certified Payroll: **NOT REQUIRED**

Partial Lien Waivers: **NOT REQUIRED**

Final Lien Waivers: **NOT REQUIRED**

INSURANCE:

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
 - a. \$1,000,000 per Accident
 - b. \$1,000,000 Occupational Disease

B. Commercial Comprehensive Liability

1. Each Occurrence: \$1,000,000
2. Products/Completed Operations Aggregate: \$2,000,000
3. Personal/Advertising Injury: \$1,000,000
4. General Aggregate: \$2,000,000
5. Policy shall include: \$2,000,000
 - a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
 - d. Contractual Liability
 - e. Coverage for explosion (x), collapse (c), and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability

endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:

- a. That the coverage afforded the additional insurance will be primary/non-contributory insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.
- b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
- c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
- d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
- e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.
- f. That the Contractor agrees to indemnify the College for any applicable deductibles.
- g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.
- h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.
- i. Contactor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.
- j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.
- k. Please include clause below in the policy:
It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury
 - a. \$1,000,000 per person
 - b. \$2,000,000 per accident
2. Property damage: \$1,000,000 OR
3. Combined Single limit: \$1,000,000

D. Umbrella

1. Umbrella Excess Liability: \$4,000,000
2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

PERFORMANCE BONDS: NOT REQUIRED

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to

criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED

SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED

BID QUANTITIES:

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.



Janice Reedus
Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE
ILLINOIS COMMUNITY COLLEGE DISTRICT #525
(Business & Auxiliary Services)
1215 Houbolt Road
Joliet, Illinois 60431-8938
Telephone: (815) 280-6640
Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:
<http://www.jjc.edu/community/vendors>

**QUESTIONS PERTAINING TO OUR BIDS CAN BE SUBMITTED THROUGH THE ESM
ELECTRONIC SOURCING SOLUTION.**

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE SCANNED AND SUBMITTED WITH YOUR BID

**Joliet Junior College
Request for Bid
CHEMICAL WASTE DISPOSAL**

SPECIFICATIONS:

Objective:

The objective of this contract is to dispose of hazardous waste in an environmentally sound, timely manner in accordance with all federal, state, and local requirements. The preferred methods of waste disposal are recycling, reprocessing, or recovery, however, where impractical or unfeasible, waste shall be destroyed where possible and not landfilled. Landfill is the last disposal to be considered or opted for by the College.

Effective Date:

The contract shall be in effect during the calendar year ending June 30, 2022, with an option to renew annually for two additional twelve (12) month periods. If bidders cannot guarantee prices for these two years, they should so indicate in their bids.

Shipment:

Contractor shall report to the College all spills during shipping that involve College waste and the contractor shall be responsible for same and bear the cost of cleanup. Such incidents shall be reported immediately by telephone to the College Environmental Health & Safety Office at 815-280-2384 or 815-280-3685.

Indemnification:

Following loading and departure from the College, the College shall be relieved of responsibility and bidder shall become responsible for any and all loss, damage or injury to persons or property and bidder shall indemnify and hold the College harmless from all liability, damages, costs, claims, demands, and expenses of whatever type or nature, including, but not limited to, pollution or other damage, which shall be caused by, arise out of or in any manner be connected with the waste to the extent that such do not result, grow out of, arise, or are caused by the College's failure to comply with agreements concerning the waste.

Bid Award: This bid shall be awarded on an all or none basis.

The successful bidder shall demonstrate the ability to dispose of all waste chemicals covered in this bid proposal. Attachment A lists all waste chemicals to be disposed of on the first visit. The number of containers for each chemical is indicated. All chemicals are on the main campus, Joliet, Illinois. Subsequent pickups will follow on a semi-annual basis.

All bids containing exceptions to the specifications contained in this bid proposal will be treated as alternate bids. The College reserves the right to accept any alternate bid over a bid meeting all of the bid specifications if the alternate bid will result in a significant cost savings to the College.

Bidders should note that certain information is required to evaluate bids. Omission of key information will cause the bid to be rejected. Bidders are highly encouraged to use the information forms provided in Section V and add supplemental information as necessary.

Program Coordinator:

The E.H.S. Manager or his designate is responsible for the management of hazardous wastes generated by the College. With the exception of inquiries regarding the conditions and specifications of this bid document, the contractor shall utilize the program coordinator as the contact point for all inquiries and communications by telephone, mail, or otherwise for the duration of the contract. This shall include but not be limited to invoices, pickup coordination, regulatory updates, disposal certifications, and approval for disposal site changes. The current program coordinator is Ed Vasil, E.H.S. Manager 815-280-2384.

II. Specifications

A. Scope:

Provide services for labor, packaging, labeling, equipment, transportation, and disposal of chemical wastes at lawfully approved treatment storage and disposal facilities in accordance with specifications, all forms, conditions, and attachments, labor and employment provisions, and indemnity and liability insurance. These services must be performed in compliance with all EPA, OSHA, NFPA, Federal, State, and Local requirements.

B. Bidder's Employees:

Each bidder shall list the name and phone number of its technical representative, who can be contacted to arrange for packaging and transportation of wastes and who can provide additional assistance as needed.

A 24-hour phone number must be provided by which the college has the ability to connect with a live individual at any time of day/night.

The successful bidder shall provide competent and properly trained employees for safe and lawful packaging, labeling, transportation, and disposing of the waste chemicals specified in this bid proposal. These employees shall meet all required training and certifications necessary to provide the services they are performing. The successful bidder shall assume full and complete responsibility for the competency, judgment, and actions of said employees, at all times, and the College will not assume, and will be under no obligation whatsoever for the same.

The successful bidder shall utilize at least two employees at all times chemical wastes are handled. At least one of these employees shall have a Bachelor's degree in chemistry and one year experience in handling hazardous wastes or two year's experience in handling hazardous wastes. Evidence that at least one employee meets these qualifications must be submitted as part of this bid proposal.

The successful bidder shall be solely responsible for the actions of his employees and damage or destruction to, any Joliet Junior College equipment, buildings, premises, equipment or facilities, leased, loaned and/or in the care, custody and control of Joliet Junior College.

All activities encompassed in labeling, transportation, and disposal of the waste chemicals in this bid proposal shall be accomplished in accordance with all Federal,

State, and local statutes, laws, regulations, rules, and ordinances. Failure to comply with any and all aforementioned statutes, laws, rules, regulations, and ordinances shall be cause for the cancellation of the contract.

C. Bidder's Responsibilities:

The successful bidder shall respond to requests for service from the College within one month of the date of the service request. All drums packaged by the contractor shall be removed from the premises of the College within one week of completion of packaging. The College may find the successful bidder in default of this bid proposal and any resultant agreement if the packaged drums are not removed within the specified period and proceed to procure removal, transport and disposal from other sources and hold the contractor responsible and liable for all subsequent expenses incurred by the College. In addition, once the College finds the contractor in default, no payment for the packaging of the drums or the material used will be considered due the contractor.

The successful bidder shall assume the responsibility and liability for proper, lawful and safe packaging (when applicable) labeling, transportation, and disposal of all waste chemicals accepted under the terms and conditions of this bid proposal from the time of receipt by personnel of the successful bidder until final disposal of the waste chemicals. No assignment of services, duties, work responsibility or liability shall be made to any other parties by the bidder unless approved in writing by the College. All risk and liability shall remain with the bidder and additionally as specified in the indemnity agreement and liability section of this bid proposal (see Section II-K)

D. Supplies, Equipment and Miscellaneous Costs:

The bidder must provide for all drums, labels, packaging materials, labor for packaging, waste stream approvals, transportation and disposal. The College shall not pay surcharges for waste disposed unless the College has misrepresented the waste. The College shall not pay transportation charges for the return of drums of waste to the College unless the College has misrepresented the waste.

E. Payment for Services Rendered:

The College shall not pay for the contracted services applied to any drum until certificate(s) of final disposal for that drum is (are) received by the College. Each certificate shall specify the drum identification number, contents of drum, name and location of disposal site, method of disposal, and date of disposal.

F. Exceptions:

The College recognizes that changing State and Federal regulations, and changing availability of treatment and disposal facilities may create constraints that prevent compliance with all the terms of this contract (e.g. no landfilling of lab packs without pretreatment). If, during the term of the resulting contract, the successful bidder encounters serious difficulty in meeting all the terms of the contract, alternate procedures may be used IF AND ONLY the successful bidder obtains prior written approval from the College.

G. Vehicles:

Vehicles shall be properly licensed to assure compliance with all DOT safety requirements, license and regulations. Vehicles must be owned and/or leased and be

operated by facility personnel trained in the handling, transport of hazardous waste and emergency procedures.

H. Containers:

All containers must comply with the Department of Transportation, state and federal regulations for handling and transporting hazardous materials. The contractor must be responsible for all containers in the event of container failure.

I. Disposal Sites:

The successful bidder shall use only EPA permitted sites for treatment, storage, and disposal. Deep well injection shall not be used for disposal of any of the wastes covered by this bid proposal. Chemical wastes shall not be disposed of in permitted landfills unless the wastes undergo pre-treatment. Use of deep well injection or landfill disposal without pretreatment shall be cause for termination of the purchase order or agreement. The College will not sign indemnity or hold harmless agreements with treatment, storage and disposal sites. All bills for services shall be directed to the College through the successful bidder. The College will not sign indemnity or hold harmless agreements, or other similar statements with out-of-state regulatory agencies.

J. Site Approvals:

All sites used by the successful bidder for treatment, storage, and/or disposal must be approved in writing by the College prior to use by the bidder. The use of non-approved sites shall constitute grounds for termination of the contract.

No site shall be approved until a College representative has personally visited the site. The successful bidder shall estimate travel expenses for the visit from Joliet, Illinois, to each of the primary treatment, storage, and/or disposal sites indicated in Section V. The successful bidder shall pay for all reasonable travel expenses (transportation, meals, and lodging) incurred by the College for site approvals. The College shall reimburse the contractor for travel expenses up to the level estimated in Section V. Travel expenses in excess of the amount estimated in Section V shall be the sole responsibility of the successful bidder.

Information collected during the site visits shall include, but not be limited to: Federal and State identification numbers, permit status of the facility, observation of waste handling procedures, and verification that the site is capable of handling the wastes as indicated in Section V. It is expected that the successful bidder shall have previously audited each site. Grounds for disapproval of a site are 1) an inability of the site to handle wastes as indicated in Section V, and 2) evidence of illegal activities or gross negligence in hazardous waste handling procedures.

SECTION II-K

INSURANCE REQUIREMENTS

**INDEMNITY AGREEMENT AND LIABILITY INSURANCE
ANALYSIS, TRANSPORTATION, PACKAGING, AND DISPOSAL
OF WASTE CHEMICALS**

- (1) "The contractor agrees to defend, indemnify and hold harmless The Board of Trustees of the Joliet Junior College and its officers, agents, staff members and employees and each of them from all actions, claims, demands whatsoever may be asserted by or on behalf of any one against The Board of Trustees of the Joliet Junior College, its officers, agents, staff members, and employees, or any of them because or as a result of any accident, injury, or illness which may occur to or be sustained by any person, agency, or company which arises out of the activities conducted under this program by the contractors, their employees, or anyone acting on their behalf.

The above indemnity clause shall be in addition to the insurance requirements as specified in this contract.

- (2) The Contractor shall cause a Certificate of Insurance to be issued naming The Board of Trustees of Joliet Junior College as an additional insured which must be received and approved before commencement of operations.

The Public Liability policy shall provide coverage for any claim which may arise out of the activities described in this bid that may be presented while this policy is in force or at any future date. The insurance coverages are to cover any liability resulting from pollution or environmental contamination. Policy shall be written with a company that has a rating of A =:XI in the most recent addition of the Best's Rating Guide.

- (3) Subcontracting by the contractor is prohibited under the terms of this agreement.

SECTION II-L

COMPLIANCE WITH LAWS, REGULATIONS AND LABOR AND EMPLOYMENT PROVISIONS:

The contractor agrees to comply with all laws, statutes, regulations, ordinances, rulings, or enactments of any governmental authority that are applicable to the work or which in any way pertain to the project including, without limiting the foregoing thereto, the following State of Illinois statutes:

- 1) The successful bidder must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor, pursuant to Public Act 86-799 (effective January 1, 1990). If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor to each worker to whom a revised rate is applicable. Revisions of the prevailing wages as set forth above shall not result in an increase in the contract sum.
- 2) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss "including, but in no way limited to, the following Federal laws:
 - (a) Williams-Steiger Occupational Safety & Health Act of 1970, Public Law 91-596.
 - (b) Part 1910 - Occupational Safety and Health Standards Chapter XVII of Title 29, Code of Federal Regulations.
 - (c) Part 1518 - Safety and Health Regulations for. Construction, Chapter XIII of Title 29, Code of Federal Regulations."
- 3) The contractor understands that by executing the Contract he certifies that he is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961.
- 4) All laborers, mechanics or other personnel employed by any contractor shall be paid wages at rates not less than those determined by the United States Secretary Labor in accordance with the Davis-Bacon Act (U.S. Code, 1976, Title 40, sec. 476 (a) et. seq.), as amended, and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours Standards Act (U.S. Code, 1976, Title 40, sec. 327 et. seq.), as amended.
- 5) All contractors employed shall comply with all applicable provisions of the Illinois Human Rights Act and all Federal and State laws which prohibit discrimination because of race, color, religions, sex, marital status, national origin, ancestry, age, and physical or mental handicap and all rules and regulations promulgated and adopted pursuant thereto.

III. Wastestream Descriptions:

The following are categories that may need to be disposed of at Joliet Junior College.

A. Waste Non-halogenated Solvents:

Waste non-halogenated solvents are produced primarily as by-products of laboratory research. This category also contains paint thinner and oil/thinner mixtures. These wastes shall be disposed of by incineration. Other methods providing an equivalent degree of destruction and safety may be used only upon prior written approval from the College. The use of these wastes as fuel supplements in cement kilns, steel mills, or similar facilities may only be done with prior written approval, including visitation of each site, by the College. The College does not wish to ship waste solvents to a facility where waste solvents are blended together prior to shipment to a third facility.

B. Waste Halogenated Solvents:

Waste halogenated solvents are produced primarily as by-products of laboratory research. These wastes shall be disposed of by incineration. Other methods providing an equivalent degree of destruction and safety may be used only upon prior written approval from the College. The use of these wastes as fuel supplements in cement kilns, steel mills, or similar facilities may only be done with prior written approval, including visitation of each site, by the College. The College does not wish to ship waste solvents to a facility where waste solvents are blended together prior to shipment to a third facility.

C. Waste Corrosive Liquids (Bulk):

Waste corrosive liquids consist primarily of inorganic acids, generally sulfuric acid, and certain heavy metals such as mercury, chromium, lead, and others.

D. Laboratory Chemicals:

These wastes, generally know as "lab- packs," consist of deteriorated and excess chemicals, as well as mixtures used in laboratory work.

Almost all of the waste containers in this category are 1 liter in size or smaller. (Most solvents and corrosive liquids should be combined into bulk liquid drums.) This group will include the following type of chemical wastes:

Waste flammable liquids and solids

Waste corrosive liquids and solids

Waste organic poisons

Waste pesticides

Waste oxidizers

Waste inorganic poisons

Bidders shall note which, if any, wastes in these categories cannot be disposed of in accordance with the terms of this contract.

E. Other Waste Products:

The College generates a wide variety of wastes other than those specifically mentioned above. Such waste types include cyanides, sulfides, reactives, explosives, and gas cylinders. Bidders are encouraged to submit pricing information for these wastes in Section V. Such information may influence the evaluation of bids.

F. Cadaver Animal Drums:

The college has a Veterinary Technology Department that works with cadaver animals. The Vet Tech department will produce a small number of cadaver dog/cat 55 gallon drums (approximately 3-5) on an annual basis.

G. Waste Light Bulbs:

The college crushes the majority of its lightbulbs producing 2-3 55 gallon drums a year of crushed bulbs. Other bulbs that do not fit into the crusher will have to be removed by the designated waste hauler.

H. Medical Waste/Sharps:

The college produces sharps and medical waste from the nursing program, veterinary technology program, natural science, campus police, custodial, and other areas. The medical waste and sharps will be required to be disposed of during the semi-annual waste removal.

I. Battery Removal:

Small batteries (C, D, AA, AAA, etc.) and collected in 5 gallon buckets and are disposed of during the semi-annual disposal. Occasionally the college has some of the larger server batteries from the Information Technology (IT) Department.

J. Emergency Response:

Occasionally, the college will have a situation involving a spill or other event that requires a hazardous waste removal as soon as possible. As part of this contract we ask the waste removal company to guarantee that a qualified member of their team be available for a 24-hour response within one hour of a call from the college or a first responder who is on-site of a chemical emergency at a Joliet Junior College location.

IV. Evaluation of Bids:

In Section V (A) the bidder shall indicate unit prices per type of disposal method. In Section V (B) the bidder shall make estimates of the quantities of each category of chemical wastes expected to be disposed under this bid proposal based on the list of waste chemicals in Attachment A.

Bids which contain insufficient information may not be evaluated. Bids which exclude any portion of the waste chemicals indicated in Section V.A.5 may also be excluded from consideration. The College is aware that disposal options other than landfill may be available for certain wastes specified in this bid proposal. However, it is the College's intention to eliminate the use of landfills, without pretreatment of wastes, as a disposal option for its hazardous wastes.

SECTION V

A) **Vendors must enter pricing into the ESM electronic sourcing tool. Below is a pricing guide outlining the requested unit cost for each type of disposal.** Cost per drum disposal should include all supplies, equipment, labor, transportation and all other associated costs.

Disposal:

| 1) | Lab-pack (landfill) | Lab-pack (incineration) |
|-----------|-----------------------------|--------------------------------|
| | 5 gallon | 5 gallon \$ |
| | 14 gallon | 14 gallon |
| | 16 gallon | 16 gallon |
| | 20 gallon | 20 gallon |
| | 30 gallon | 30 gallon |
| | 55 gallon | 55 gallon |
| | Other | |
| | Lab-pack (Treatment) | |
| | 5 gallon | |
| | 14 gallon | |
| | 16 gallon | |
| | 20 gallon | |
| | 30 gallon | |
| | 55 gallon | |
| | Other | |

Note: If prices for lab packs vary with treatment method, so indicate and attach explanation.

2) Non-halogenated solvents (incineration)

5 gallon _____
14 gallon _____
16 gallon _____
20 gallon _____
30 gallon _____
55 gallon _____
Other _____

2) Halogenated solvents (incineration)

5 gallon _____
14 gallon _____
16 gallon _____
20 gallon _____
30 gallon _____
55 gallon _____
Other _____

3) Treatment of bulk corrosive liquids

A) Incineration or similar methods:

5 gallon
14 gallon
16 gallon
20 gallon
30 gallon
55 gallon
Other

- b) Neutralization or stabilization: 5 gallon
14 gallon
16 gallon
20 gallon
30 gallon
55 gallon
Other

Optional:

- 4) Cost for treatment or incineration Cost/Unit
- a) Waste cyanides (lab-pack quantities)
 - b) Waste sulfides (lab-pack quantities)
 - c) Compressed gas cylinders
 - *d) Air & water re-actives
(Lab-pack quantities)
 - *e) Explosives

***If price quotes are given for these items, please enclose lists of chemicals that fit into those categories.**

- 5) Travel costs for site approval
- 6) Cost per hour per person performing labor
- 7) Cost per hour per person for 24 hour emergency response personnel
- 8) Cost per 55 gallon drum of crushed bulbs
- 9) Cost of lightbulbs per case/pound disposal
- 10) Cost per 5 gallon bucket of batteries removal
- 11) Cost per pound of other battery removal
- 12) Cost per case of medical waste/sharps removal

PLEASE INCLUDE THIS PAGE, COMPLETED, AS AN ATTACHMENT WITH YOUR BID IN THE ESM SOURCING TOOL

B. Other Information

1) Technical Representative (see Section II-B)

Name _____ Phone No. _____

2) Attach evidence that at least one member of your staff meets the experience Requirements (see Section II-B).

3) Proposed treatment method and disposal method for lab-pack wastes

Method

- a) Flammable liquids and solids _____
- b) Corrosive liquids and solids _____
- c) Organic poisons _____
- d) Pesticides _____
- e) Oxidizers _____
- f) Inorganic poisons _____

4) Designation of primary and alternative disposal sites. Information on alternative sites is optional-though preference may be given to bidders who identify alternative sites.

a) Lab-pack (landfill)

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

Typical drum size (gal): _____ Typical drum size (gal): _____

Average # kg/drum: _____ Average # kg/drum: _____

PLEASE INCLUDE THIS PAGE, COMPLETED, AS AN ATTACHMENT WITH YOUR BID IN THE ESM SOURCING TOOL

b) Lab-pack (incineration)

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

Typical drum size (gal): _____ Average # kg/drum: _____

c) Lab-pack (treatment)

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

Typical drum size (gal): _____ Typical drum size (gal): _____

Average # kg/drum: _____ Average # kg/drum: _____

Brief description of treatment method(s):

Note: If there is more than one primary site because of different treatment methods, bidder should so indicate and attach explanation.

PLEASE INCLUDE THIS PAGE, COMPLETED, AS AN ATTACHMENT WITH YOUR BID IN THE ESM SOURCING TOOL

d) **Non-halogenated solvents (incineration) no fuel blending**

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

e) **Halogenated solvents (incineration) no fuel blending**

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

f) **Treatment of bulk corrosive liquids**

Primary site: _____ Alternative site: _____

Address: _____ Address: _____

Phone # _____ Phone # _____

US EPA ID # _____ US EPA ID # _____

PLEASE INCLUDE THIS PAGE, COMPLETED, AS AN ATTACHMENT WITH YOUR BID IN THE ESM SOURCING TOOL

5. **Bidder's storage facility (if applicable)**

Primary site: _____

Address: _____

Phone # _____

US EPA ID # _____

6. **Other Information (Optional)**

Identify primary and alternate disposal sites for waste streams bid on in Section V-5. For lab-packs, also indicate the average number of kg/drum and drum size in gallons. (Attach additional sheets if necessary)

7. **Other Information (Optional)**

Identify primary and alternate disposal sites for waste streams bid on in Section V-5. For lab-packs, also indicate the average number of kg/drum and drum size in gallons. (Attach additional sheets if necessary).

Section VI - Pricing

YOU WILL BE ASKED TO PROVIDE THE FOLLOWING PRICING IN THE ESM SOURCING TOOL

First Year Cost per Pickup, not including price of chemicals (to be determined each pickup)

Optional Renewal for Years Two and Three

Second Year Cost per Pickup not including price of chemicals (to be determined each pickup)

Third Year Cost per Pickup not including price of chemicals (to be determined each pickup)

Customer References

In the ESM sourcing tool, you will be asked to provide references for three (3) customers who have contracted with you for projects of a similar scope.

Bid results can be viewed at www.jjc.edu/community/vendors