

CITY OF AURORA
 BID PROPOSAL FORM
 18-03
 RENTAL/SERVICE PORTABLE TOILETS
 FOR VARIOUS CITY DIVISIONS

COPY

I/WE propose to provide rental/service portable toilets for various city divisions per the bid specifications at the net delivered price.

The contract is for a one-year term, with two 1-year extensions, subject to mutual consent between the City of Aurora and the Contractor.

COST PER UNIT / DAILY SERVICE DAILY CHARGE	2018	2019	2020
Unit Price for 1 Day thru End of 1st Month			
Standard Unit	\$30	\$31	\$32
Handicapped Unit	\$40	\$41	\$42
Unit Price Monthly after First Month			
Standard Unit	\$30	\$31	\$32
Handicapped Unit	\$40	\$41	\$42
Unit Price Per Service			
Standard Unit	\$8.00	\$8.25	\$8.50
Handicapped Unit	\$8.00	\$8.25	\$8.50

BID SUBMITTED BY

COMPANY Service Sanitation, Inc.

CITY OF AURORA
BID PROPOSAL FORM
18-03
RENTAL/SERVICE PORTABLE TOILETS
FOR VARIOUS CITY DIVISIONS

All bid prices shall be shown as delivered Aurora Destination, Prepaid and Allowed.

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

The City of Aurora reserves the right to reject any or all Bids, or parts thereof, and to waive any technicality, informality or irregularity in the Bids received, and to disregard all nonconforming or conditional Bids or counter-proposals and to hold the best Bids for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Bid to the lowest responsible Bidder whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

BID SUBMITTED BY

COMPANY Service Sanitation, Inc.

ADDRESS 135 Blaine Street / 641 N. Ohio Street

CITY, STATE, ZIP Gary, IN 46406 / Aurora, IL 60505

PREPARER'S NAME Keith Kay

Please Type

CONTRACT PERSON Keith Kay

Please Type

AUTHORIZED SIGNATURE 

Vice President

Title

PHONE # (800) 909-5646 FAX # (219) 949-1008 DATE 1/30/18

CONTACT EMAIL Keith@ServiceSanitation.com

**CITY OF AURORA AGREEMENT FOR
RENTAL/SERVICE OF PORTABLE TOILETS
FOR VARIOUS CITY DIVISIONS**

THIS AGREEMENT, entered on this ____ day of _____, 2018 ("Effective Date"), for **RENTAL/SERVICE OF PORTABLE TOILETS** ("Services") is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and _____ ("Bidder"), located at _____
Service Sanitation, Inc
135 Blake Street Bldg 1, IL 46406.

WHEREAS, the City issued An Invitation to Bid for Rental/Service of Portable Toilets; and

WHEREAS, the Bidder submitted a Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on _____, 2018, the City's awarded a contract to Bidder.

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder's response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 18-03

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Bidder represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Bidder shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. **Term.** This contract is for a one-year term, with two 1-year extensions, subject to mutual consent between the City of Aurora and the Contractor.

4. Compensation.

a. **Maximum Price.** In accordance with the Bidder's BID, the maximum price for providing the Services shall be in accordance to the Bid Proposal Form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. **Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within forty-five (45) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Bidder of the percentage of completion of the Services through the date of the invoice.

5. Performance of Services.

Standard of Performance. Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

Notwithstanding the foregoing, Bidder shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Bidder the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Bidder's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or is sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only

for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: _____

ATTEST:

City Clerk

FOR _____

By _____

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Service Sanitation, Inc.

(SEAL)

By [Signature]
Vice President - Contractor

ATTEST:

[Signature]
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

_____ (SEAL)

_____ (SEAL)
Contractor

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bidder is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Service Sanitation, Inc.

ADDRESS 135 Blaine Street / 641 North Ohio Street

CITY/STATE/ZIP CODE GARY, IN 46406 / AURORA, IL 60505

NAME OF CORPORATE/COMPANY OFFICIAL Chap Yorker
PLEASE TYPE OR PRINT CLEARLY

TITLE Vice President

AUTHORIZED OFFICIAL SIGNATURE [Signature]

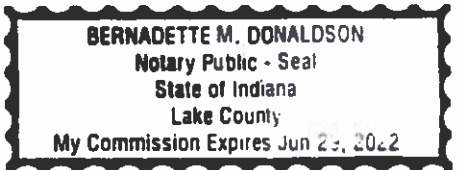
DATE 1/30/18

TELEPHONE (800) 909-5646

FAX No. (219) 949-1008

Subscribed and Sworn to
Before me this 30th day
of January, 2018

Bernadette M. Donaldson
Notary Public



STATE OF ILLINOIS)
) ss.
County of Kane)

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the Bidder, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

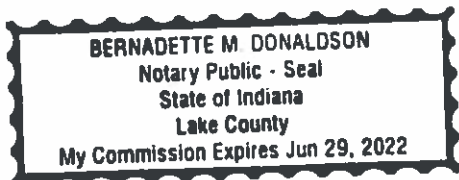
DATED this 30th day of JANUARY, 2018.

By [Signature]
(Signature of Bidder's Executing Officer)
Chao Yanke
(Print name of Bidder's Executing Officer)
Vice President
(Title)

ATTEST/WITNESS:
By [Signature]
Title Secretary

Subscribed and sworn to before me this
30th day of January, 2018.
Bernadette M Donaldson
Notary Public

(SEAL)



CITY OF AURORA
BIDDER'S REFERENCE FORM
18-03
RENTAL/SERVICE OF PORTABLE TOILETS
FOR VARIOUS CITY DIVISIONS

THIS SHEET MUST BE COMPLETED IN FULL AND RETURNED WITH BID PROPOSAL.

List and describe fully three current contracts (preferable government clients) performed by your firm, which demonstrate your ability to provide rental/service of portable toilets with the scope of the proposal specifications. Attach additional pages if required. The city reserves the right to contact each of the references listed for additional information regarding your firm's qualifications. Please type or print clearly.

Reference No. 1

Customer Name City of Aurora Contact Individual Gina Moga / Dan Anderson
Address: 44 East Downer Place Phone Number 630-256-3550
Aurora, IL 60507 Email Address Gmoga / DanAnderson @ Aurora-il.org
Contract Amount \$30,000 Annually Year 2009 to Present

Description of supplies, equipment, or services provided:

Rental / Service of Portable Toilets For Various City Divisions

Reference No. 2

Customer Name Oswego Park District Contact Individual Mary Dnew
Address: 4209 State Route 71 Phone Number 630-554-1010
Oswego, IL 60543 Email Address INFO@OSWEGOPARKPO.ORG
Contract Amount \$14,000 Annually Year 2010 to Present

Description of supplies, equipment, or services provided:

Rental of Portable Restrooms and Servicing For Park District Needs

Reference No. 3

Customer Name Liste Park District Contact Individual Aannon Cenutti
Address: 1825 Short Street Phone Number 630-964-3410
Liste, IL 60532 Email Address Info@ListeParkDistrict.org
Contract Amount \$14,000 Annually Year 2010 to Present

Description of supplies, equipment, or services provided:

Rental of Portable Restrooms and Servicing For Park District Needs.



Received

1/23/18

Keir
Keith Fey

Richard C. Irvin
Mayor

DATE: January 23, 2018
TO: Prospective Bidders
FROM: Jolene Coulter, Interim Director of Procurement
RE: **CITY OF AURORA INVITATION TO BID 18-03 – Addendum #1
RENTAL/SERVICE OF PORTABLE TOILETS**

This addendum forms a part of the Invitation to Bid 18-03: Rental/Service of Portable Toilets for Various City Divisions. All other information pertaining to the Invitation to Bid shall remain the same.

Bidder must submit one (1) original bid response, marked as “original” and one complete paper copies, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive. **Bid Proposals will be accepted prior to 2:00 pm, Wednesday, January 31, 2018 at the office of the City Clerk, 44 E. Downer Place, Aurora, IL 60507.**

Please acknowledge this addendum with your bid proposal. Failure to do so may subject Bidder to disqualification.

Responses/Clarifications to questions received by 5:00 pm, Monday, January 22, 2018:

1. Page 8, 23. Data – Are the complete and detailed brochures and specifications for vehicles equipment, materials, goods, supplies and services absolutely required for a qualified bid?
It would be preferred if the brochures were included, but we will not disqualify a bid proposal without them. Upon bid review, we may request brochures or additional documents if necessary.
2. Can we service Phillips Park Golf Course with a full size truck or does it need to be a small truck?
Phillips Park Golf Course can be serviced from Montgomery Road, Ohio Street and the golf maintenance shop parking lots, so a full size truck would be fine.
3. Could we have a 2016 and 2017 portable toilet bid or pricing? Would like a copy of each company’s pricing submitted for the year 2016 and 2017.
The bid tabulation from 2015 is attached.

End of Addendum

**CITY OF AURORA
SUBMITTAL CHECKLIST
BID 18-03
RENTAL/SERVICE FOR PORTABLE TOILETS**

Submit three bid proposals which must be placed in an envelope, sealed, and clearly marked on the outside: "Bid Proposal for **18-03 RENTAL/SERVICE FOR PORTABLE TOILETS**". In order to be considered responsive, the bidder must submit **all** of the following items in their sealed envelope:

- Bid Proposal Form
- Contract
- Bidder's Certification
- Bidder's Tax Certification
- Reference List
- Vendor Application