

Request for Proposal (RFP)

Solid Waste Disposal and Recycling and Food Scrap Collection Services

**Maywood | Melrose Park | Broadview District 89
906 Walton Street
Melrose Park, IL 60160
708-450-2460**

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

Bidder Information Sheet

Attention: James Vreeland, Business Manager

Re: Solid Waste Disposal and Recycling and Food Scrap Collection Services

Maywood | Melrose Park | Broadview District 89 Bids/Proposals are available on-line.

Name	
Title	
Organization	
Street Address	
City, State, Zip	
Work Phone	
Email	

If you have any question, please email james.vreeland@maywood89.org

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

NOTICE TO BIDDERS

REQUEST FOR PROPOSAL

Maywood | Melrose Park | Broadview School District 89 is requesting proposals from providers of solid waste disposal, recycling and food scrap collection services.

Responses to this Request for Proposals (RFP) must be received prior to **10:00 AM., on Wednesday March 6, 2024**. Responses must be submitted in a sealed envelope, marked with the RFP number and title, and returned to the **attention of James Vreeland** School District 89, Business Manager, 906 Walton Street, Melrose Park, IL 60160.

Proposals received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the Request for Proposal (RFP) documents may be obtained from **Maywood | Melrose Park | Broadview District 89, 906 Walton Street, Melrose Park, IL 60160**, or at **www.maywood89.org**

Refer any questions to: **James Vreeland, e-mail: james.vreeland@maywood89.org**

Published: **February 21, 2024**

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

TABLE OF CONTENTS

Bidder Information Sheet	page 1
Notice to Bidders	page 2
Table of Contents	page 3
Bidders Checklist	page 4
Scope of Work	page 5
Solid Waste Disposal and Recycling Service Schedule	page 7-9
Terms and Conditions of Proposal	page 10
Information Required of Bidders	page 14
General Information	page 14
Additional Information	page 19
References	page 20
Non-Collusion Declaration	page 21
School District Calendar and Schedule	page 22
Fee Schedule for Waste and Recycling Services	page 23
Workers Compensation Certificate	page 24
Fingerprinting Certification	page 26
Solid Waste and Recycling Services Agreement	page 28

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

Bidder's Checklist

Bidder Name _____

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist with your bid document may deem your bid as non-responsive.

Required items:

- Bidder's Checklist (this form) - page 4
- Information Required of Bidders - page 1
- General Information- page 14
- Additional Information - page 19
- References - page 20
- Non-Collusion Declaration - page 21
- Fee Schedule for Waste, Recycling, and Food Scrap Collection Services - page 23
- Workers Compensation Certificate - page 24
- Fingerprinting Certification - page 36

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

SCOPE OF WORK

Maywood | Melrose Park | Broadview District 89 desires to contract with one vendor to pick up and dispose of all solid waste and recyclable materials from all District sites within District boundaries, as listed below and as needed. The District is comprised of 6 elementary schools, 1 K-8 school, 2 middle schools, and 3 other district facilities.

Tentative School Board approval date is Thursday, March 14th. Anticipated start date is Monday, April 1, 2024.

I. DISTRICT-WIDE SOLID WASTE MANAGEMENT

Please provide pricing on a per bin basis.

Bins will be provided by the awarded vendor and all bins will have black lids and signage to indicate "LANDFILL/TRASH"

The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities.

Bins must be maintained as required under all applicable requirements. Additionally, the Bidder shall change any bin, provide any cover, and provide lock bars within 48 hours of any request by the District.

Upon a 24-hour notice, the District may reduce or increase the number of pick-ups for each bin and the District will be obligated to pay only for bin services actually received.

II. DISTRICT-WIDE RECYCLING PROGRAM

A. Recycling Program Equipment

Please provide pricing on a per bin basis.

Bins will be provided by the awarded vendor and all bins will have blue lids and signage to indicate "RECYCLING ONLY"

The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities.

Bins must be maintained as required under all applicable requirements. Additionally, the Bidder shall change any bin, provide any cover, and provide lock bars within 48 hours of any request by the District.

Upon a 24-hour notice, the District may reduce or increase the number of pick-ups for each bin and the District will be obligated to pay only for bin services actually received.

Maywood | Melrose Park | Broadview District Request for Proposal Solid Waste Disposal and Recycling and Food Scrap Collection Services

B. Recycling Program Recommendations

The District requests that Bidders include within their proposals specific recycling recommendations for the District's Recycling Program. These recommendations may be suggestions for consideration which would allow the District to potentially improve its Recycling Program, enhance conservation, and improve the quality of the environment and potentially save money.

III. DISTRICT-WIDE FOOD SCRAP COLLECTION/COMPOSTING PROGRAM

A. Food Scrap Collection/Composting Program Equipment

Provide pricing on a per bin basis for removal of compostable materials.

Bins will be provided by the awarded vendor and all bins will have green lids and signage to indicate "ORGANICS/COMPOST"

The District prefers that pick-ups be made during the hours which would minimize any potential disruption or interference with any school activities.

Bins must be maintained as required under all applicable requirements. Additionally, the Bidder shall change any bin, provide any cover, and provide lock bars within 48 hours of any request by the District.

Upon a 24-hour notice, the District may reduce or increase the number of pick-ups for each bin and the District will be obligated to pay only for bin services actually received.

B. Food Scrap Collection/Composting Program Recommendations

The District is looking at reducing solid waste removal by having lunchroom and kitchen food scraps collected for composting. The District requests that Bidders include within their proposals specific recommendations for the implementation of a District food scrap collection program.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Solid Waste Disposal, Recycling and Food Scrap Collection Service Schedule

The proposed solid waste bins and recycling bins and associated pick-up and disposal schedules are as follows:

LOCATION	SERVICE TYPE Containers Size / Frequency	M	T	W	TH	F
Emerson Elementary School 311 Washington Blvd, Maywood, IL 60153 (257 Students)	Landfill Size: (1) 6yd Frequency: 3x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/ Composting Size: (3) 65-gal Frequency: 1x/wk	x	x	x	x	x
Garfield Elementary 1514 S 9th Ave, Maywood, IL 60153 (435 Students)	Landfill Size: (1) 6yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/ Composting Size: (3) 65-gal Frequency: 1x/wk	x	x	x	x	x
Irving Middle School 805 S 17th Ave, Maywood, IL 60153 (525 Students)	Landfill Size: (1) 8yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/ Composting Size: (4) 65-gal Frequency: 1x/wk	x	x	x	x	x

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Jane Addams Elementary School 910 Division St, Melrose Park, IL 60160 (378 Students)	Landfill Size: (1) 6yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 1x/wk		x		x	
	Food Scrap Collection/ Composting Size: (3) 65-gal Frequency: 1x/wk	x	x	x	x	x
Lincoln Elementary School 811 Chicago Ave, Maywood, IL 60153 (483 Students)	Landfill Size: (1) 8yd Frequency: 3X Week 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/ Composting Size: (4) 65-gal Frequency: 1x/wk	x	x	x	x	x
Melrose Park Elementary School 1715 W Lake St, Melrose Park, IL 60160 (622 Students)	Landfill Size: (1) 8yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (3) 2yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/ Composting Size: (4) 65-gal Frequency: 1x/wk	x	x	x	x	x
Roosevelt Elementary School 1927 S 15th Ave, Broadview, IL 60155 (328 Students)	Landfill Size: (1) 6yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 1x/wk		x		x	
	Food Scrap Collection/ Composting Size: (2) 65-gal Frequency: 1x/wk	x	x	x	x	x

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Stevenson Middle School 1630 N 20th Ave, Melrose Park, IL 60160 (766 Students)	Landfill Size: (1) 8yd Frequency: 3x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 2x/wk		x		x	
	Food Scrap Collection/Composting Size: (5) 65-gal Frequency: 1x.wk	x	x	x	x	x
Washington Dual Language Academy 1111 Washington Blvd, Maywood, IL 60153 (344 Students)	Landfill Size: (1) 6yd Frequency: 2x/wk	x	x	x	x	x
	Recycling Size: (1) 6yd Frequency: 1x/wk		x		x	
	Food Scrap Collection/Composting Size: (1) 65-gal Frequency: 1x/wk	x	x	x	x	x
Buildings and Grounds 1133 S 8th Ave, Maywood, IL 60153	Landfill Size: Frequency:	x	x	x	x	x
	Recycling Size: Frequency:		x		x	
	Food Scrap Collection/Composting Size: Frequency:					
Administration Building 906 Walton Street, Melrose Park, IL 60160	Landfill Size: Frequency:	x	x	x	x	x
	Recycling Size: Frequency:		x		x	
	Food Scrap Collection/Composting Size: Frequency:					

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Van Buren 1204 Van Buren Street, Maywood, IL 60153	Landfill Size: Frequency:	x	x	x	x	x
	Recycling Size: Frequency:		x		x	
	Food Scrap Collection/ Composting Size: Frequency:					

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Terms and Conditions of Proposal

The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week. Those sites that have bins in close proximity to homes must be serviced after 7:00 am. Please provide a schedule of collections within your proposal.

Contractor shall at all times provide sufficient personnel and appropriate equipment to maintain the established schedule of collections.

The contractor shall pick up and dispose of waste materials, compostables and recyclable products during the current school calendar according to the Solid Waste Disposal and Recycling and Food Scrap Collection Service Schedule. This schedule may be amended from time to time to reflect changes in the District's requirements and will become part of the agreement for this service. The service schedule lists estimated current needs, but the District reserves the right to change by increasing or decreasing bin size, or frequency of pick-ups according to District needs. Fees for services shall be equitably adjusted to reflect changes in bin sizes or frequency of pick-ups.

During the off-schedule, pickups at some locations may be reduced to an "As Required Basis", for solid waste, recycling and food scrap collection. The District will notify the contractor of the beginning and ending date of the off-schedule and set up an off-schedule pick-up schedule. Months which contain both regular service and off-schedule service will be prorated accordingly.

Capacity of bins is shown on the above schedule. Bidders may propose alternate sized bins provided that the total volume is met. The Contractor will provide a locking bar, locks and keys to all bins.

Two weeks prior to the start of the contract, contractor shall be allowed to place bins in the required locations, if needed. The contractor shall furnish covered (hinged at the rear) containers (plastic carts or metal containers) of the type, size, and quantity specified herein, and maintain them in a state of good repair and cleanliness. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including Cook County. All containers supplied by the contractor shall be cleaned inside and out, disinfected and deodorized as often as required, but not less than once per year, to assure that all bins are sanitary. The contractor shall replace bins that the District considers unsafe or unsanitary within 24 hours of the District's request. Bins must be leak proof.

At the end of each month, an itemized statement and two copies of invoices shall be sent directly to **Maria Donahoo** School District 89, **Accounts Payable Department, 906 Walton Street, Melrose Park, IL 60160**. Invoices must show the purchase order number, the schools and sites serviced, and for each school and site, the number and dates of pick-ups per week.

Special pickups shall be invoiced and itemized individually, showing the date, location, bins picked up, applicable rate and total number of special pick-ups.

Payment will be made monthly by the District within thirty (30) days of receipt of a proper, undisputed invoice, in accordance with the terms set forth in the contract. Deductions will be made for service missed and not made up.

The contractor will secure and pay for all necessary licenses, permits, taxes, fees, and any other costs which are required by city, county, state and federal government or agencies for the performance of solid waste collection and disposal and recycling services for the District.

Maywood | Melrose Park | Broadview District Request for Proposal Solid Waste Disposal and Recycling and Food Scrap Collection Services

Subject to approval by the District Board of Education, it is anticipated that the District will award a one (1) year contract with four (4) additional one-year extension periods which shall be options exercisable at the sole and exclusive discretion of the District. Accordingly, Bidders must propose base pricing for five (5) years. Note: Annual rate adjustment for the four (4) additional one-year extension periods may not exceed the annual percentage change in the Producer Price Index (PPI) or 3%, whichever is lower.

1. INFORMATION TO BE INCLUDED WITH PROPOSAL

Bidders shall submit the following information:

- a. Cost of collection and disposal of SOLID WASTE per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iii. Pricing basis for five (5) years
- b. Cost or credits, for collection and disposal of RECYCLING per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for five (5) years
 - v. Suggestions to the District for its recycling program
- c. Cost or credits, for AS NEEDED collection and disposal of 40 YARD bin for:
 - i. Solid Waste
 - ii. Green Waste
 - iii. Metal Recycling
- d. Cost or Credits, for collection and disposal of ORGANICS FOR COMPOSTING per:
 - i. Bin and Size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for 5 (5) years
 - v. Suggestions to the District for its composting program.

Other Required Information:

- a. Certification of approval for solid waste collection and disposal and recycling of material.
- b. Detailed description of the proposed plan for both solid waste and recycling program, methods, and exact location of disposal or recycling center.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

- c. A description of Bidder's ability to fulfill this potential contract, including information regarding past experience with similar service, equipment and facilities, quantity and qualifications of personnel, financial capacity, and other relevant information.
- d. Description of Bidder's ability and past experience in complying with all local, state and federal health and safety laws and regulations.
- e. Statement that the Bidder will comply with the following insurance requirements (including the coverages and minimum limits identified in the Agreement, below):
 - i. Workers' Compensation
 - ii. Employer's Liability
 - iii. Commercial General Liability – Personal Injury and Property Damage
 - iv. Commercial General Liability – Personal and Advertising Injury
 - v. Commercial Automobile Liability
 - vi. Pollution Liability

2. PROPOSALS

- a. Provide a copy of your firm's Reviewed Financial Statement.
- b. Provide one (1) original signature and three (3) bound copies of the proposal no later than **10:00 AM., on Wednesday, March 6, 2024**. Proposals shall be delivered to the attention of **James Vreeland**, School District 89, Business Manager, 906 Walton Street, Melrose Park, IL 60160. The Bidder is responsible to ensure that its proposal is received by the District prior to the time and due date deadline and at the designated District location. Late proposals will not be accepted.
- c. The District reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the District, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the District. In addition, the District may request that Bidders provide a best and final offer. The District may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.
- d. The District may request to meet with the Bidder's authorized representative to request answers and clarifications or it may request that the Bidders answer specific questions in writing, or to make a presentation to the District staff or to its Board of Education.
- e. The District may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

f. All questions regarding this proposal must be submitted by email by **12:00 PM., on February 28 , 2024** to **james.vreeland@maywood89.org** . Questions submitted after this time or form other than stated above will not be answered. Reference "Questions - Waste Disposal" in the subject line.

3. AMENDMENTS: Bidders are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the RFP. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Bidders to prepare proposals, the District will change the due date deadline and notify all known Bidders in writing of the revised due date.

a. Bidders must acknowledge receipt of any and all RFP amendments. This shall be done by any one of the following means:

i. In the cover letter or proposal.

ii. By signing and returning a copy of the amendment.

b. Regardless of the delivery method employed by the Bidders, acknowledgement of receipt of amendments must be actually received by the District prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Bidder's proposal.

4. VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer and remain open and valid for District acceptance for ninety (90) days after proposal opening.

5. SUBMIT HARD COPY PROPOSAL: Telegraphic, facsimile or electronic offers will NOT be accepted.

6. MODIFICATION OR WITHDRAWAL OF PROPOSAL: A Bidder may modify or withdraw a proposal after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a proposal provided that the proposal withdrawal is prior to the due date specified for submission of proposals.

7. LATE PROPOSALS: No proposal or proposal modification received after the time and date listed will be considered.

8. PROPOSAL EVALUATION PROCESS:

a. The District will utilize the proposal following evaluation criteria generally consisting of:

Qualifications and service capabilities (0-25 points)

Experience and past performance (0-20 points)

Quality of Service/Customer Service (0-20 points)

Cost (0-35 points)

Maximum Total Points = 100

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

b. A District Proposal Evaluation Committee will determine which, if any, proposal is in the District's overall best interest to accept. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the District may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a Bidder. The District may request a Bidder to make a presentation and make itself available for an interview.

c. Subject to approval by the Board of Education, it is anticipated that a contract will be made with the Bidders whose proposal is determined by the District to be in the overall best interest of the District by applying the evaluation criteria established in this RFP.

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

If the same information is provided elsewhere in your proposal materials, then please clearly identify such information in response to any of the following questions.

Please be advised that the District may request verbal or written clarifications or additional information or an interview or presentation at any time.

GENERAL INFORMATION

(1) Firm name, address and contact information: _____

(2) Telephone: _____ Facsimile: _____

E-Mail Address: _____

Website Address: _____

(3) Type of firm: (check one)

_____ Individual Partnership Corporation

_____ Subsidiary Government Entity

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

(4) Names and titles of all principals/officers of the firm (use additional sheet if needed):

Name _____

Title _____

Phone Number _____

(5) Please list any applicable certifications and licenses and the associated numbers:

(6) Have you or any of your principals ever conducted similar services under a different name or certification or different license number? _____

If Yes, give firm name, address and certification or license number.

(i) Name _____

(ii) Address _____

(iii) License No. (if any) _____

(7) How many years has your firm been in business under its present business name? _____.

(8) How many years of experience does your firm have providing similar services? _____.

(9) To how many public agencies has your firm provided similar services? _____.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

(10) Please list the public agencies, including School Districts, for which your firm has provided similar services:

(11) Please attach a short history of the firm including whether it is local, a subsidiary (partially or wholly owned by another entity), national, or international as well as an approximate number of employees. Also provide the number of firm offices and locations.

(12) Please attach a copy of your firm's most recently reviewed financial statement or other financial instruments that would establish your firm's ability to complete its obligations under any agreement resulting from this RFP.

(13) Please attach or list below why your firm should be selected by the District to provide the solicited services.

(14) Have you or any of your principals been in litigation or arbitration of any kind on a question or questions relating to similar services involving a school or community college district during the prior five (5) years?
_____.

(a) If Yes, provide the name of the public agency and briefly detail the dispute:

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

(15) Have you had a services agreement terminated for convenience or default in the prior five (5) years?
_____.

(a) If Yes, provide details including the name of the other party:

(16) Is your firm, owners, and/or any principal or manager involved in or is your firm aware of any pending litigation regarding professional misconduct, bad faith, discrimination, or sexual harassment? _____.

(a) If Yes, provide details:

(17) Is your firm, owners, and/or any principals or managers involved in or aware of any pending disciplinary action and/or investigation conducted by any local, state or federal agency? _____.

(a) If Yes, provide details:

(18) Does your firm maintain errors and omissions coverage? _____.

If so, please provide a current copy of the declaration page showing the maximum liability or policy value.

(19) Will your firm comply with all District, local, State and Federal legal requirements, policies, rules and regulations and laws? _____.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services
ADDITIONAL INFORMATION

Please provide any other information that may assist the District in ascertaining your qualifications, capability and customer service under any resultant agreement.

REFERENCES

Have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Identify any conflict of interest in (a):

(a) Please elaborate and discuss any potential, apparent or actual conflict of interest:

Each firm must include the following references:

(a) List at least four (4) clients for whom you have provided similar services. Show the names, addresses, and current telephone numbers of the persons who may be contacted. Information obtained through the references will be evaluated by the District. The Bidder recognizes that to ensure the effectiveness of the information review process, references must be able to speak frankly and openly. Bidders, therefore, release the organizations and individuals listed in this form from any claim or liability, because of responses given to requests for information by the District regarding the Bidders or the Bidder's performance of work.

Name	Address	Phone Number
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

I certify and declare under penalty of perjury under the laws of the State of Illinois that the foregoing "Information Required of Bidder", is true and correct.

Signature

Print Name

Title

Dated

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

NONCOLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID
(Public Contract Code Section 4106)

I, _____, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of Illinois that the foregoing is true and correct.

Date

Name of Vendor

Printed name of Authorized Company Representative

Signature of Authorized Company Representative

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

FEE SCHEDULE FOR WASTE AND RECYCLING SERVICES

(Submit price schedule here - Attach additional sheets if necessary)

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services
820 ILCS 305/ Workers' Compensation Act.

WORKERS' COMPENSATION CERTIFICATE

820 ILCS 305/4) (from Ch. 48, par. 138.4)

(Text of Section from P.A. 101-40 and 102-37)

Sec. 4. (a) Any employer, including but not limited to general contractors and their subcontractors, who shall come within the provisions of Section 3 of this Act, and any other employer who shall elect to provide and pay the compensation provided for in this Act shall:

(1) File with the Commission annually an application for approval as a self-insurer which shall include a current financial statement, and annually, thereafter, an application for renewal of self-insurance, which shall include a current financial statement. If the sworn application and financial statement of any such employer does not satisfy the Commission of the financial ability of the employer who has filed it, the Commission shall require such employer to,

Secondly, the employer shall submit evidence satisfactorily to the Commission that his or her entire liability for the compensation provided for in this Act will be secured. Any provisions in any policy, or in any endorsement attached thereto, attempting to limit or modify in any way, the liability of the insurance carriers issuing the same except as otherwise provided herein shall be wholly void.

(4) Make some other provision, satisfactory to the Commission, for the securing of the payment of compensation provided for in this Act, and

I am aware of the provisions of the Illinois Workers' Compensation Act (820 ILCS 305/1, et seq.) which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Act, and I will comply with such provisions before commencing the performance of the work of this contract.

(Contractor Name)

By _____

(Signature of Authorized Signor)

(Title of Signor)

By _____

(Signature of Authorized Signor)

(Title of Signor)

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any work under this contract.)

NOTE: If contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature(s) of the authorized officers or agents as more particularly described in section 20 of this Solid Waste and Recycling Services Agreement; and if contractor is a partnership or joint venture, the true name of the firm shall be set forth above together with the signature of the individual or individuals authorized to sign contracts on behalf of and bind the partnership or joint venture.

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

FINGERPRINTING CERTIFICATION

To the Board of Education of Maywood | Melrose Park | Broadview School District 89:

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (pursuant to School Code Section 10-21.9, 105 ILCS 5/10-21.9)
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District.
3. My employees and volunteers who may have contact with District students must complete background checks as required by School Code Section 10-21.9.
4. None of the employees or volunteers who will be performing the work has been convicted of disqualifying offense as identified in School Code Sections 10-21.9 and 21B-80. When required, this determination was made by a fingerprint-based criminal history records check pursuant to School Code Section 10-21.9. .

I declare under penalty of perjury that the foregoing is true and correct. Executed at

_____, Illinois, on ____/____/____

Typed or printed name Address

Title Telephone Number

Signature

Maywood | Melrose Park | Broadview District Request for Proposal Solid Waste Disposal and Recycling and Food Scrap Collection Services

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

(School Code Sections 10-21.9 and 21B-80)

Pursuant to School Code Section 10-21.9:

- The requirements apply to all contractor employees who have direct, daily contact with the District's students.
- Requirements include:
 - A fingerprint-based criminal history records check (FBI and Illinois State Police) to determine if such individuals have been convicted of any disqualifying, enumerated criminal or drug offenses;
 - A check of the Statewide Sex Offender Database; and
 - A check of the Statewide Murderer and Violent Offender Against Youth Database.
- Excluded from employment:
 - Any person who has been convicted of any offense that would subject him or her to license suspension or revocation pursuant to Section 21B-80 of the School Code; and
 - Any person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

Pursuant to School Code Section 21B-80, disqualifying offenses include identified "drug offenses," identified "sex or other offenses," first degree murder, and Class X felonies.

"Drug offense" means any one or more of the following offenses:

- (1) Any offense defined in the Cannabis Control Act, except those defined in subdivisions (a), (b), and (c) of Section 4 and subdivisions (a) and (b) of Section 5 of the Cannabis Control Act and any offense for which the holder of a license is placed on probation under the provisions of Section 10 of the Cannabis Control Act, provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.
- (2) Any offense defined in the Illinois Controlled Substances Act, except any offense for which the holder of a license is placed on probation under the provisions of Section 410 of the Illinois Controlled Substances Act, provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.
- (3) Any offense defined in the Methamphetamine Control and Community Protection Act, except any offense for which the holder of a license is placed on probation under the provision of Section 70 of that Act, provided that if the terms and conditions of probation required by the court are not fulfilled, the offense is not eligible for this exception.
- (4) Any attempt to commit any of the offenses listed in items (1) through (3) of this definition.
- (5) Any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in this State, would have been punishable as one or more of the offenses listed in items (1) through (4) of this definition.

"Sentence" includes any period of supervised release or probation that was imposed either alone or in combination with a period of incarceration.

"Sex or other offense" means any one or more of the following offenses:

- (A) Any offense defined in Article 9 of the Criminal Code of 1961 or the Criminal Code of 2012; Sections 11-6, 11-9 through 11-9.5, inclusive, and 11-30 (if punished as a Class 4 felony) of the Criminal Code of 1961 or the Criminal Code of 2012; Sections 11-14.1 through 11-21, inclusive, of the Criminal Code of 1961 or the Criminal Code of 2012; Sections 11-23 (if punished as a Class 3 felony), 11-24, 11-25, and 11-26 of the Criminal Code of 1961 or the Criminal Code of 2012; Section 10-5.1, subsection (c) of Section 10-9, and Sections 11-6.6, 11-11, 12-3.05, 12-3.3, 12-6.4, 12-7.1, 12-34, 12-34.5, and 12-35 of the Criminal Code of 2012; and Sections 11-1.20, 11-1.30, 11-1.40, 11-1.50, 11-1.60, 12-13, 12-14, 12-14.1, 12-15, 12-16, 12-32, 12-33, 12C-45, and 26-4 (if punished pursuant to subdivision (4) or (5) of subsection (d) of Section 26-4) of the Criminal Code of 1961 or the Criminal Code of 2012.
- (B) Any attempt to commit any of the offenses listed in item (A) of this definition.
- (C) Any offense committed or attempted in any other state that, if committed or attempted in this State, would have been punishable as one or more of the offenses listed in items (A) and (B) of this definition.

**Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services**

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE AND RECYCLING SERVICES AGREEMENT (the "Agreement"), made effective on Thursday, March 14, 2024, in the County of Cook, State of Illinois, by and between the Maywood | Melrose Park | Broadview District 89, hereinafter referred to as "DISTRICT" and _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

That DISTRICT and CONTRACTOR, for the consideration stated herein, agree as follows:

1. This Contract is entered into pursuant to a competitive Request for Proposals (RFP) process.
2. Contract: The complete contract includes all of the contract documents, including the Request for Proposal and the attachments thereto, Workers' Compensation Certificate, Fingerprinting Certificate, Insurance Policies, Scope of Work, this Agreement, and all modifications and amendments thereto, and by this reference are incorporated herein. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.
3. Terms and Conditions of Work:
 - a. CONTRACTOR agrees to collect, haul away and to properly dispose of all trash, recycling, and compostable organic materials, as needed, from the locations specified in the Request for Proposal, in accordance with the specifications and subject to the terms and conditions set forth in the contract documents.
 - b. CONTRACTOR agrees to furnish covered (hinged at the rear), locked, leak-proof containers (bins) of the type, size, and quantity specified in the Request for Proposal, and to maintain them in a state of good repair and cleanliness, in accordance with all applicable laws and rules and regulations of all government agencies, including the County of Cook.
 - c. CONTRACTOR hereby agrees to steam clean, disinfect and deodorize the bins as often as necessary, but not less than once per year, to maintain them in a sanitary condition. CONTRACTOR also agrees to provide bin covers, replace lock bars and replace bins DISTRICT considers unsafe or unsanitary, within twenty-four (24) hours of DISTRICT's request.
 - d. CONTRACTOR shall perform the bin pick-ups under the Agreement during periods which would minimize any potential disruption or interference with any school activities. Collection at any site shall be at the same hour of the day on the same day of the week in each succeeding week, based on DISTRICT school calendar and schedule and as specified in Exhibit "A" herein.
 - e. DISTRICT will notify CONTRACTOR of DISTRICT's off-track schedule when pick-ups will be performed on an "as needed" basis.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

f. In providing the services under the Agreement, including the equipment to be used and the operation thereof, CONTRACTOR agrees to fully comply with DISTRICT, City and County of Cook policies and regulations, all State of Illinois and Federal laws, the rules and regulations of the Illinois State Police, and other applicable laws, regulations, and ordinances.

g. CONTRACTOR shall secure, pay for, and maintain current during the entire term of the Agreement all the necessary licenses, permits, fees, and taxes, which may be required by city, county, state and federal government or agencies for the performance of the services under this Agreement.

h. CONTRACTOR hereby certifies that all truck drivers performing services under this Agreement are fully licensed as required by state law.

4. Term: The Agreement shall be for an initial one (1) year term followed by four (4) one-year option terms, exercisable at the sole discretion of DISTRICT, for a maximum term of five (5) years, under the same terms and conditions, except for revisions to the fees as provided herein. The initial term of the Agreement shall commence on April 1, 2024, and, unless sooner terminated as specified herein, shall end on March 31, 2025. If DISTRICT decides to exercise one or more of the one-year option terms, such option shall be exercised by DISTRICT's issuance of a written extension thirty (30) days prior to the expiration of the initial term or expiration of the one-year option term, as applicable.

5. Convenience: DISTRICT may terminate this Agreement for convenience upon thirty (30) days prior written notice to the CONTRACTOR.

6. Rates:

a. The fee schedule for waste and recycling services under this Agreement shall be as specified in the "Fee Schedule for Waste and Recycling Services" attached hereto.

7. Annual Rate Adjustment: If DISTRICT decides to exercise one or more of the one-year option terms, for each option term, the fee schedule may be adjusted to reflect the annual percentage change in the Producer Price Index ("PPI") or 3%, whichever is lower. The change in the PPI shall be for the twelve-month period ending the most recent June 30th. CONTRACTOR shall notify the DISTRICT in writing thirty (30) days in advance of any rate change to contract anniversary.

8. Invoice Statement and Payment:

a. At the end of each month, CONTRACTOR shall submit to DISTRICT's ACCOUNTS PAYABLE DEPARTMENT, 906 Walton Street, Melrose Park, IL 60160:

i. An itemized and detailed statement specifying the schools and sites serviced and the number and dates of pick-ups per week; and

ii. Two (2) copies of each itemized and detailed invoice for each school and site specifying the applicable District purchase order number.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

b. Special pick-ups shall be invoiced individually and separately and invoices for such pick-ups shall include the date, location, number of special pick-ups, number of bins picked up, applicable rates, and total amount due.

c. DISTRICT shall pay undisputed invoices within thirty (30) days of receipt of each invoice. The payments will be made in arrears throughout the term of the Agreement and in accordance with the fees specified in this Agreement. The invoices shall reflect the following, as applicable:

i. Deductions for pick-up service missed and not made up by CONTRACTOR within twenty-four (24) hours of the scheduled pick-up time;

ii. Adjustments for reductions or increases in the number of pick-ups for each bin as amended by DISTRICT with 24-hour notice to CONTRACTOR;

iii. Proration's for pick-ups during the off-track schedule; and

iv. Additional on demand services (40 yard roll offs).

9. Independent Contractor: CONTRACTOR is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between DISTRICT and CONTRACTOR or any of CONTRACTOR's employees or agents. CONTRACTOR shall assume exclusively the responsibility for the acts of its employees and agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its employees and agents, shall not be entitled to any rights and/or privileges of DISTRICT's employees and shall not be considered in any manner to be DISTRICT's employees.

10. Damage and Repairs: CONTRACTOR shall be fully responsible for any damage to school property, buildings, structures, or grounds as a result of its operations. Should CONTRACTOR fail to make the necessary repairs promptly and to the satisfaction of DISTRICT, DISTRICT may have the repairs made and invoice CONTRACTOR or deduct the cost of such repairs from payments due CONTRACTOR.

11. Insurance:

During the term of the agreement with School District 89, CONTRACTOR will, at its own expense, have in effect the coverages listed below. CONTRACTOR shall also require the same from all of its subcontractors engaged in the work.

Commercial General Liability:

- Coverage should include premises operations, products and completed operations, broad form property damage, contractual liability, independent contractors, and personal and advertising injury with minimum limits of \$1,000,000 limit per occurrence for bodily injury and property damage; \$2,000,000 aggregate with defense outside the limits. Any aggregate limit must apply per project/per location and must be unimpaired.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

- The policy shall include School District 89 and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form #CG2026 (11/85) or its equivalent.
- The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by School District 89 and its subsidiaries, affiliates, officers, directors and employees.
- The policy shall include a waiver of subrogation endorsement in favor of School District 89 and its subsidiaries under ISO form #CG2404 or its equivalent.
- The policy shall contain a severability of interest clause for all additional insureds with no cross suits liability exclusion.
- Coverage shall not contain an exclusion for bodily injury or property damage after work is completed or is put to its intended use.

Automobile Liability:

- Coverage for owned, leased, hired and non-owned vehicles with a combined single limit of \$1,000,000 for bodily injury and property damage.
- The policy shall include School District 89 and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form #CG2026 or its equivalent.
- The coverage provided by the additional insured endorsement shall be primary without right of contribution by any coverage carried by School District 89 and its subsidiaries, affiliates, officers, directors and employees.
- The policy shall include a waiver of subrogation endorsement in favor of SCHOOL DISTRICT 89 and its subsidiaries.

Umbrella Liability:

- Coverage excess of general liability, auto liability and employers liability in an amount of at least \$10,000,000 per occurrence with defense outside the limit.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

Workers Compensation:

- Workers compensation coverage: statutory limits required by all authorities having jurisdiction in locations in which CONTRACTOR operates, and in which the work required by the contract awarded is performed.
- Employers liability coverage:
 - \$1,000,000 Bodily injury by accident – each accident
 - \$1,000,000 Bodily injury by disease – each employee
 - \$1,000,000 Bodily injury by disease – policy limit
- The Employers Liability Limits may be combined with either an Excess or Umbrella Liability policy.
- The policy shall include a waiver of subrogation endorsement in favor of School District 89 and its subsidiaries under form #WC000313 or its equivalent.

Pollution Liability

- Pollution Liability coverage shall be maintained including third party liability, costs of cleanup, remediation and removal of such hazardous materials and for the defense of any related legal action. Limits of liability shall be no less than \$10,000,000 each occurrence and \$10,000,000 aggregate.
- If coverage is on a "claims made" basis, a 2 year extended reporting provision must be included.

Conditions Applying to All Coverages:

- Any deductibles or self-insured retentions must be declared to and approved by School District 89.
- Any changes to the coverages required must be authorized in advance by School District 89 and be documented in writing.
- The certificate shall provide that 30 days prior written notice of cancellation be given to School District 89 and its subsidiaries. The wording “endeavor to...but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives” should be stricken from the Acord certificate form.
- Certificates for renewal policies must be issued 10 days prior to the renewal date.
- All liability policies for injury and property damage shall be issued on the “occurrence” form.
- All coverages must be in a company approved to do business in the state and carrying a rating of at least A X by A.M. Best’s. Coverages for subcontractors must have a carrier rating of at least A- VII by A.M. Best’s.
- CONTRACTOR shall be responsible for assuring that all subcontractors are properly insured and maintain the same coverages, terms, and conditions as required by this agreement.
- School District 89 reserves the right to increase or expand these requirements when it deems prudent.
- If any of the insurance required to be maintained by this contract is written with aggregate limits, CONTRACTOR shall actively monitor all claims, incidents and occurrences that may affect such insurance to assure that the application of the aggregate limit will not have the practical effect of reducing the

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

minimum amount of insurance coverage that is available on a per occurrence or per claim basis. If, at any time, the full minimum per occurrence or per claim limit is not available for the payment of claims, or School District 89 or CONTRACTOR reasonably believes that such limits may not be available, CONTRACTOR shall take immediate steps to increase the aggregate limits as necessary to provide such coverage, notify School District 89 in writing, subject to the insurance requirements herein, maintain separate insurance protection that is not subject to the aggregate limit.

12. Indemnification: CONTRACTOR shall indemnify and hold harmless DISTRICT, its Board of Education, officers, employees, and agents from any and all claims, demands, losses, liability for injury to or death of any person, damage to any property, suits or judgments to which DISTRICT and/or CONTRACTOR may be subjected, including expenses of litigation, court costs, penalties, and attorney's fees and other fees whatsoever of any kind or nature, arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement. CONTRACTOR, however, shall not be required to indemnify for the acts of intentional misconduct or negligence by the party to be indemnified. CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings arising out of or alleged to arise out of actions, omissions, errors or negligent acts of CONTRACTOR or its officers, employees, or any other agent acting pursuant to and performing under this Agreement that may be brought or instituted against DISTRICT, its Board of Education, officers, employees or agents, or any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its Board of Education, officers, employees or agents in any such action, suit or other proceedings as a result thereof.

13. Fingerprinting Certification: Concurrent with the execution of this Agreement, CONTRACTOR and its subcontractors, if any, shall complete and execute a Fingerprinting Certification form, in the form included herein as Exhibit "D," certifying that CONTRACTOR has completed the criminal background check requirements of School Code Section 10-21.9 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a disqualifying offense under School Code Sections 10-21.9 and 21B-80.

14. Default and Termination: Should either party default in the performance of or breach any covenant, condition, or restriction of this Agreement herein provided to be kept or performed by such party, and should such default or breach continue uncured for a period of ten (10) days from and after written notice thereof, the non-breaching party may, at its option, terminate this Agreement by giving the other party written notice thereof.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

15. Amendments: No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

16. Assignment: This Agreement or any interest of CONTRACTOR herein shall not at any time, be assigned or transferred by CONTRACTOR, without the prior written consent of DISTRICT. The parties shall at all times remain liable for the performance of the covenants and conditions to be performed pursuant to this Agreement, notwithstanding any assignment or transfer which may be made.

17. Severability: If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18. Notices: All notices, statements, demands, requests, consents, approvals, authorizations, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

DISTRICT: Maywood | Melrose Park | Broadview District 89

Attn: Business Department

906 Walton Street, Melrose Park, IL 60160

Either party may change its address or contact person by giving notice to the other party.

19. State Audit: Pursuant to and in accordance with the provisions of applicable law, all books, records and files of DISTRICT and CONTRACTOR, or any subcontractor connected with the performance of this Agreement, involving the expenditure of public funds, may be subject to the examination and audit of the State Auditor, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under this Agreement. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

20. Signature: This Agreement must be signed in the name of CONTRACTOR and must bear the signature of the person or persons duly authorized to sign the Agreement. If CONTRACTOR is a corporation, the legal name of the corporation shall first be set forth, together with either: (1) two signatures: one from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officials"); or (2) one signature, provided that the corporate officer holds at least one office as an Operational Officer and one office as a Financial Officer for the corporation; or (3) one signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Agreement. Such document shall include the title of the signatory below the signature and shall bear the corporate seal. If CONTRACTOR is a joint venture or partnership, there shall be submitted with the Agreement, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and the individual who shall act in all matters relative to the Agreement for the joint venture or partnership.

21. Governing Law: This Agreement shall be construed in accordance with the laws of the State of Illinois.

22. Entire Agreement and Termination of All Prior Agreements: This Agreement (including all contract documents as referenced in Section 2) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all previous agreements and understandings, whether oral or written, between the parties, including purchase orders, are hereby terminated and canceled in their entirety and are superseded by this Agreement.

23. Waiver: The failure of either party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained herein.

Maywood | Melrose Park | Broadview District Request for Proposal
Solid Waste Disposal and Recycling and Food Scrap Collection Services

24. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below. District:

MAYWOOD | MELROSE PARK | BROADVIEW DISTRICT 89

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Name: _____

Title: _____

Date: _____

Attachments:

- Fee Schedule for Waste and Recycling Services
- Workers' Compensation Certificate
- Fingerprinting Certification
- DISTRICT school calendar and schedule

CERTIFICATIONS

THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE BID SUBMISSION

THE UNDERSIGNED CERTIFIES THE FOLLOWING:

ELIGIBILITY TO CONTRACT

That, pursuant to Section 33E-11 of the Illinois Criminal Code of 2012, as amended (720 ILCS 5/33E-11), the bidder (including each owner and officer of the bidder) is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of the *Criminal Code*, and that the bidder (including each owner and officer of the bidder) has never been convicted of bribing or attempting to bribe an officer or an employee of the State or any unit of local government, and has never made an admission of guilt of such conduct which is a matter of record.

In addition, pursuant to Section 10-20.21 of the Illinois *School Code* (105 ILCS 5/10-20.21), the bidder hereby certifies that the bidder is not barred from bidding for or entering into a contract under Section 10-20.21, and the bidder acknowledges that the District may declare the contract void if this certification is false.

STATEMENT OF NON-COLLUSION

That the bidder's bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

PREVAILING WAGE

That Contractor and any subcontractors of the Contractor will, where applicable, comply with prevailing wage rates as determined by the Illinois Department of Labor, and, when required by law, shall submit its and its subcontractors' certified payrolls in accordance with the law.

COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

A Contractor having twenty-five (25) or more employees does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the Contractor shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that the Contractor is not ineligible for award of the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

The Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act, (775 ILCS 5/2-105) that it has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the District, the State of Illinois, or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, marital status, pregnancy, disability, order of protection status, citizenship status, military status, unfavorable discharge from military service, or any other characteristic protected by law; 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.

By: _____
(Authorized Agent of Contractor)

Title: _____

Firm Name: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 2024.

My Commission Expires: _____
(Notary Public)