

**ADVERTISEMENT FOR BID  
FOR REFUSE AND RECYCLING SERVICES  
GLENVIEW COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 34**

The Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois (“Board”) is seeking bids for refuse and recycling services at its eight school locations. The proposed contract will commence on April 1, 2018 and continue through March 30, 2021. The contract will provide for two 1-year extensions on mutually agreeable terms.

Bid packages shall be available at the Glenview Community Consolidated School District No. 34 Administrative Center at 1401 Greenwood Road, Glenview, Illinois, 60026 or online at <https://www.glenview34.org/> starting on December 21, 2017.

Bids must be submitted in a sealed envelope in accordance with the Bid Specifications no later than 2:00 pm on January 11, 2018, at the Glenview Community Consolidated School District No. 34 Administrative Center at 1401 Greenwood Road, Glenview, Illinois, 60026. Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted. Bids will be opened and read aloud at the Glenview Community Consolidated School District No. 34, Administrative Center at 1401 Greenwood Road, Glenview, Illinois, 60026, at 2:05 pm on January 11, 2018.

The bid shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board. The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. All decisions of the Board shall be final.

## BID CONDITIONS

### 1. DEFINITIONS

- 1.1 Bid Documents shall mean the following:
- i. Advertisement;
  - ii. Bid Submission Form;
  - iii. Bid Conditions;
  - iv. Bid Specifications;
  - v. Addenda, if any;
  - vi. Contract; and
  - vii. Qualification Statement.
- 1.2 Board or School District shall mean the Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois.
- 1.3 Contract shall mean the final executed agreement between the bidder and the Board.
- 1.4 Contractor shall mean the successful bidder.
- 1.5 Dumpster shall mean a two (2) to eight (8) cubic yard metal container (with appropriate covers) made expressly for refuse storage with standard fittings for front-end loading.
- 1.6 Mixed Refuse shall mean the following solid waste materials generated from the school facilities: garbage; rubbish; window glass; light bulbs; dust; sweepings; wastepaper; boxes; rags; clothing and other textiles; broken kitchenware; and other waste materials ordinarily accumulated in the course of school operations.
- 1.7 Oversized Waste shall mean heavy or large objects for discard exceeding sixty (60) pounds in weight and/or having one or more dimensions of over four (4) feet including but not limited to mattresses, box springs, wooden or upholstered furniture, doors, trunks, crates, equipment, and school furniture.
- 1.8 Recycle Waste shall mean office paper, paperboard, mail paper, newspaper, paper cardboard diary and juice cartons, magazines, corrugated cardboard, glass (clear, brown and green), aluminum and plastics.
- 1.9 Yard Vegetation Waste shall mean grass clippings, weeds, garden plants, shrubs, branches, limbs and brush emanating from each property covered by this Agreement. Grass clippings cannot be mixed with refuse.

## **2. FORM OF BID**

- 2.1 **Bid Submission:** The Bid Submission Form, the Qualification Statement, the Bid Deposit, and the executed Contract must be submitted to the Administrative Office at 1401 Greenwood Road, Glenview, Illinois, 60026, no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed envelope addressed to Steve Ruelli, Director of Operations and labeled Refuse and Recycling Collection Services Bid. The name, address, and phone number of the bidder, as well as a contact, must be listed on the outside of the sealed bid. The sealed bid must be submitted on the forms provided.
- 2.2 **Alternate Bids:** Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 **Bid Deposit:** The bid must be accompanied by a bid bond or a cashier's or certified check in the amount specified in the Bid Submission Form. The Bid Deposit, except that of the successful bidder, will be returned promptly after the determination of the successful bidder.
- 2.4 **Delivered Price:** Your bid price must be a full and complete price for all services required herein. The bid price must be firm for at least sixty (60) calendar days after the latest date for submission of bids.
- 2.5 **Unit and Total Prices:** The price for the units specified in the Bid Specifications should be clearly shown for each separate item in the space provided on the Bid Submission Form. Only one unit price should be quoted according to the unit of measure as shown in the Bid Specifications.
- 2.6 **Qualification:** The bidder shall submit with the Bid Submission Form a fully completed and executed Qualification Statement on the form contained in the Bid Documents.
- 2.7 **Contract:** The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents.

## **3. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID**

- 3.1 **Withdrawal, Cancellation, or Modification of Bids:** A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that

said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) day period shall forfeit the Bid Deposit.

- 3.2 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.

#### **4. BIDDER REPRESENTATIONS**

- 4.1 Complete Understanding: By submitting a bid, the bidder warrants and represents that he or she has read and understands the Bid Documents and agrees to be bound by the terms thereof. Moreover, the bidder acknowledges and accepts that its bid may not be revised or revoked after the bid opening notwithstanding a mistake in its bid.
- 4.2 Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.3 Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.4 Bid Rigging and Bid Rotating: As required by the *Criminal Code of 2012*, 720 ILCS § 5/33E-11, by submitting a bid, the bidder certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code of 2012*. The bidder agrees that if this certification is false, the Board may declare the Contract void. The bidder further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.* If applicable, the bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*, regardless of whether the bidder is a retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act*.

#### **5. AWARD**

- 5.1 Award of Bids: Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and severability, as determined by the Board.
- 5.2 Bid Reservation: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. All decisions of the Board shall be final.
- 5.3 Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Bid Documents, he or she may submit a

written request for an interpretation of the Bid Documents to Steve Ruelli no later than 5:00 p.m., January 4, 2018; requests submitted after this date and time may not be considered. The request for interpretation shall be sent to Steve Ruelli by electronic mail at sruelli@glenview34.org or by facsimile to Steve Ruelli at 847-486-7860. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by Mr. Ruelli. A copy of such addendum will be provided to each person receiving a set of the Bid Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

## 6. MISCELLANEOUS

- 6.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any Federal transportation tax, thus, such taxes shall not be included in the bid price.
- 6.2 Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 6.3 Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
- 6.4 Compliance with Applicable Law: The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et al.*) in performing under the Bidding Documents.
- 6.5 Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 6.6 Insurance: The Contractor shall procure and maintain at its own cost and expense for the duration of the contract: (1) commercial general liability on an occurrence basis in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability insurance, on an occurrence basis, in a minimum amount of \$5,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts and employers liability

insurance with minimums not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease; and (4) business auto liability insurance, for all autos, including, owned, hired and non-owned vehicles, in the amount of \$1,000,000 per accident. The Contractor shall name the Indemnitees (defined in Paragraph 6.7 below) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance.

The insurance required of the Contractor shall be primary and non-contributory. Any insurance of an Indemnitee shall not contribute to a loss until all insurance of the Contractor related to the claim has been exhausted. The excess or umbrella insurance of the bidder shall follow the form of the underlying policies in all respects.

The bidder shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance with its bid.

- 6.7 Indemnification: The bidder shall indemnify, defend and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses whatsoever (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder and (2) any breach by the bidder of the Bid Documents.
- 6.8 Criminal Background Checks. The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. The Board reserves the right to direct the Contractor, at any time during the Contract, to immediately obtain criminal background investigations of any of the Contractor's or subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9 or 105 ILCS 5/21B-80. Each employee of the Contractor or subcontractor who will have direct, daily contact with students must submit to the criminal background check set forth in this paragraph prior to commencing work. Such criminal background checks will be performed at Contractor's or subcontractor's expense and at no cost to the Board. In the event any employee of the Contractor or subcontractor has been convicted of any prohibited offense set forth in 105 ILCS 5/10-21.9 or 105 ILCS 5/21B-80, said employee shall be promptly removed from the site and replaced by another individual.
- 6.9 Presence of Child Sex Offenders or Disruptive Persons On Board Property. The Contractor acknowledges that, pursuant to the *Illinois Criminal Code of 2012* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its

employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor.

- 6.10 Physical Fitness to Perform Job Duties: All employees of the Contractor or subcontractors for whom a criminal history records check is required must also provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.

## BID SPECIFICATIONS

These Bid Specifications contain the required services related to the provision of refuse and recycling services to the Board's eight (8) schools.

### 1. DUMPSTERS

1.1 The Contractor will ensure that the schools listed below are furnished with the following refuse and recycle Dumpsters:

- |       |  |   |
|-------|--|---|
| i.    | Attea School<br>2500 Chestnut Ave<br>Glenview, IL 60026              | (1) 8 cu/yd refuse Dumpster<br>(1) 6 cu/yd recycle Dumpster |
| ii.   | Glen Grove School<br>3900 Glenview Rd.<br>Glenview, IL 60025         | (1) 6 cu/yd refuse Dumpster<br>(1) 6 cu/yd recycle Dumpster |
| iii.  | Henking School<br>2941 Linneman<br>Glenview, IL 60025                | (1) 6 cu/yd refuse Dumpster<br>(1) 2 cu/yd recycle Dumpster |
| iv.   | Hoffman School<br>2000 Harrison Street<br>Glenview, IL 60025         | (1) 6 cu/yd refuse Dumpster<br>(1) 4 cu/yd recycle Dumpster |
| v.    | Lyon School<br>1335 Waukegan Rd<br>Glenview, IL 60025                | (1) 6 cu/yd refuse Dumpster<br>(1) 6 cu/yd recycle Dumpster |
| vi.   | Pleasant Ridge School<br>1730 Sunset Ridge Rd.<br>Glenview, IL 60025 | (1) 6 cu/yd refuse Dumpster<br>(1) 6 cu/yd recycle Dumpster |
| vii.  | Springman School<br>2701 Central Rd.<br>Glenview, IL 60025           | (2) 8 cu/yd refuse Dumpster<br>(1) 6 cu/yd recycle Dumpster |
| viii. | Westbrook School<br>1333 Greenwood Rd.<br>Glenview, IL 60026         | (2) 6 cu/yd refuse Dumpster<br>(1) 2 cu/yd recycle Dumpster |

1.2 Collection points at each school shall be designated by the Board, or its designee. The Contractor shall not enter any building or structure to collect refuse. Oversized Waste shall be collected adjacent to the Dumpsters at the designated collection points.



2. **TIME AND FREQUENCY OF COLLECTION**

2.1 All waste material and recycle material acceptable for collection shall be collected by the Contractor per the following schedule:

**School in Session –**

Attea	Refuse four times per week Recycle twice per week
Glen Grove	Refuse twice per week Recycle once per week
Henking	Refuse twice per week Recycle once per week
Hoffman	Refuse twice per week Recycle once per week
Lyon	Refuse twice per week Recycle once per week
Pleasant Ridge	Refuse twice per week Recycle once per week
Springman	Refuse three times per week Recycle once per week
Westbrook	Refuse twice per week Recycle once per week

**School Vacations**

**All Schools –** Once per week for both

**School Holidays**

**All Schools –** No pickup

**Summer Vacation**

**All Schools –** Twice per week for both

2.2 The exact days for refuse and recycling pick-up shall be mutually agreed upon by the parties.

2.3 Refuse and recycling pick-up may not start before 7:00 a.m. and must be completed by 6:00 p.m.

- 2.4 When a holiday or school closing falls on a scheduled collection day, the collections shall be rescheduled to the following business day. The Board is not be responsible for any costs associated with such rescheduling.
- 2.5 Oversize Waste shall be collected as part of the standard service schedule.
- 2.6 All refuse Dumpsters shall be designed for front-end truck loading.

3. **DURATION OF THE CONTRACT**

- 3.1 The proposed agreement will commence on April 1, 2018, and continue through March 30, 2021. The contract will provide for two 1-year extensions on terms mutually agreeable to the parties.

4. **MATERIALS ACCEPTABLE FOR COLLECTION AND SALVAGE**

- 4.1 The following solid waste material must be accepted for collection: (i) Mixed Refuse; (ii) Recycle waste; (iii) Oversized Waste; and (iv) Yard Vegetation Waste. Hazardous waste or dangerous or environmentally unsafe materials or substances, such as cleaning fluids, crankcase oil, solvent or oil base paints, liquid plastics, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter fluids, infected materials, and refuse of similar nature, and body waste as identified by local ordinances will not be made available for collection.
- 4.2 The Contractor shall have the right to salvage all the materials from the solid waste which is collected and may retain any proceeds from the sale thereof.

5. **EQUIPMENT**

- 5.1 All vehicles used for the collection or disposal of refuse shall be steel-covered, fully enclosed, designed and intended for the loading, compressing and transportation of refuse. Contractor shall ensure that when its vehicles are loaded and driven none of the contents fall or spill therefrom. Provision and use of a tarpaulin or canvas cover to enclose open bodies of collection vehicles may be permitted, but only when specifically approved by the Board or its designee.
- 5.2 The Contractor shall keep all vehicles and equipment in good operating condition to ensure adequate and prompt collection and disposal of refuse. Each vehicle and piece of equipment used by the Contractor to provide services under the Contract are subject to inspection and approval by the Board, or its designee, before being placed into service, as well as any time thereafter.
- 5.3 Every vehicle used for the collection and disposal of rubbish shall be kept clean and well painted on the outside.
- 5.4 The Contractor is responsible for the garaging/storage of its vehicles.

6. **PAYMENTS**

6.1 Contractor shall invoice the Board monthly based upon the total number and size of Dumpsters in use for the applicable month at the unit prices specified in the Contractor's Bid Submission Form. All invoices received by the Board shall be paid in accordance with the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1, et seq.).

7. **GENERAL PROVISIONS**

7.1 The Contractor shall be responsible for any damage to property caused by its negligent acts or omissions and those of its agents and contractors. In cases where the Contractor's liability for damage to property is in doubt, Contractor agrees that the decision of the Board, or its designee, shall be final. If the Contractor does not replace or repair any damage to property for which it is responsible hereunder, or otherwise, within ten (10) days of its receipt of a written notification thereof, the Board, or its designee, at his/her sole discretion may repair or replace the damaged property and shall deduct the cost of any such repair or replacement from a subsequent monthly payment due the Contractor.

7.2 The Contractor shall immediately clean up and remove all spillage from any refuse and recycling Dumpster and shall clean the area affected thoroughly.

7.3 The Contractor shall collect, transport and dispose of all refuse in accordance with the Bid Documents in a thorough and efficient manner that is least offensive to the public.

7.4 The Board reserves the right to increase or decrease the number of Dumpsters required at any location serviced by the Contractor. The fee for the Services provided shall be adjusted upward and downward at the unit prices detailed in the Contractor's Bid Submission Form based on the total Dumpsters required.

7.5 The Contractor shall furnish all personnel necessary for the adequate and prompt collection and disposal of refuse hereunder. Furthermore, the Contractor shall furnish all vehicles and equipment necessary for the adequate and prompt collection and disposal of refuse hereunder.

7.6 The Contractor agrees to service all Board complaints within twenty-four (24) hours of the receipt of the complaint by the Contractor.

7.7 The Board may permit other persons, firms, corporations or entities to collect and dispose of refuse, and such permission shall not affect the Contract.

**QUALIFICATION STATEMENT**

**BID DESCRIPTION:** \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

A. The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Bid Documents, who would write the required insurance, in the event the Bidder is awarded the Contract.

1. Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

2. Agent's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Please use additional pages, if necessary, to provide the requested information.

B. The Bidder verifies that he or she has accounts at the following bank(s):

1. Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

2. Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

C. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: (i) current assets; (ii) net fixed assets; and (iii) current liabilities.

D. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

E. List at least three (3) contracts of approximately the same size and type completed:

1. Name of Project: \_\_\_\_\_

Address of Job: \_\_\_\_\_

Contact and Telephone No.: \_\_\_\_\_

2. Name of Project: \_\_\_\_\_

Address of Job: \_\_\_\_\_

Contact and Telephone No.: \_\_\_\_\_

3. Name of Project: \_\_\_\_\_

Address of Job: \_\_\_\_\_

Contact and Telephone No.: \_\_\_\_\_

F. How many years has your organization been in business:

G. Have you ever failed to complete any work awarded to you within the last three (3) years?

If yes, note when, where, and why:

H. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

I. Has your organization filed any lawsuits or requested arbitration with regard to refuse and recycling contracts within the last five (5) years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

**[SIGNATURE PAGE TO FOLLOW]**

By: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Its: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

State: \_\_\_\_\_

Date: \_\_\_\_\_

**Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 20\_\_.**

**Notary Public:**

\_\_\_\_\_

## CONTRACT FOR REFUSE AND RECYCLING SERVICES

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of Education of Glenview Community Consolidated School District No. 34, Cook County, Illinois (“Board”), and \_\_\_\_\_ (“Contractor”)(collectively referred hereto as “the Parties”).

**WHEREAS**, the Board has requested public bids for Refuse and Recycling Services (“Services”); and

**WHEREAS**, the Contractor has submitted a bid to provide the Services; and

**WHEREAS**, the Board desires to enter into this Agreement with Contractor to provide the Services in accordance with the Bid Documents.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Contract Documents.** The documents comprising the entirety of this Agreement are the Bid Documents as defined in the Bid Conditions, a copy of which are attached hereto as Exhibit A, Contractor’s Bid Submission Form, a copy of which is attached hereto as Exhibit B, and this Agreement.
2. **Term.** This Contract shall commence on April 1, 2018, and shall continue through March 30, 2021. This Contract may be extended twice, on a yearly basis, after March 30, 2021, on terms and conditions mutually agreeable to the Parties. The Board shall have the right to terminate this Agreement for its convenience by providing thirty (30) days advanced written notice to the Contractor. Upon receipt of such notice, the Contractor shall cease operations and promptly remove all dumpsters from the Board’s property. Contractor shall be entitled to payment for its Services provided up to the date of receipt of the notice of termination. Contractor shall not be entitled to any additional fees, costs or expenses.
3. **Document Supremacy.** In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Documents, the term or provision of this Agreement shall prevail.
4. **Compensation.** Bidder shall provide all services as awarded by the Board and shall be compensated at the rates set forth on Exhibit B attached hereto and incorporated herein for the Services.
5. **Complete Understanding.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

7. **Breach.** In the event any party hereto fails to meet any of its obligations under this Agreement, the non-breaching party shall provide written notice of thereof and the breaching party shall have seven (7) days to cure such breach. If such breach is not cured within seven (7) days, then the non-breaching party may, upon written notice to the breaching party, declare the breaching party in default and seek any remedies available in law or equity.

8. **Damages Limitation.** In the event that the Board is found to be in breach of this Agreement by a court of competent jurisdiction, the maximum amount of damages available to the Contractor shall be \$100,000.

9. **Jurisdiction, Venue and Governing Law.** This Agreement shall be governed by the laws of the State of Illinois notwithstanding its choice of law provisions. Additionally, any action to enforce this Agreement shall be brought in the Cook County Circuit Court or the United States District Court, Northern District, Eastern Division.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date set forth above.

**BOARD:**

**CONTRACTOR:**

**BOARD OF EDUCATION OF  
GLENVIEW COMMUNITY  
CONSOLIDATED SCHOOL  
DISTRICT NO. 34  
COOK COUNTY, ILLINOIS**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



**BID SUBMISSION FORM**

**BOARD OF EDUCATION OF GLENVIEW COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT NO. 34, COOK COUNTY, ILLINOIS**

**Bid Description:** Refuse and recycling collection services

**Bid Submission Date:** January 11, 2018, 2:00 p.m.  
Glenview Community Consolidated School District 34  
Administrative Office  
1401 Greenwood Road  
Glenview, Illinois 60026

**Date and Time of Bid Opening:** January 11, 2018 2:05 p.m.  
Glenview Community Consolidated School District 34  
Administrative Office  
1401 Greenwood Road  
Glenview, Illinois 60026

**Bid Deposit:** \$5,000.00

**Payment and Performance Bond:** 100% of Contract Price

**Bid Price:** 2 cubic yard Dumpster \$\_\_\_\_\_ per year  
4 cubic yard Dumpster \$\_\_\_\_\_ per year  
6 cubic yard Dumpster \$\_\_\_\_\_ per year  
8 cubic yard Dumpster \$\_\_\_\_\_ per year

**Please complete the prompt payment provision below, if applicable. If not applicable, insert "N/A" in the blanks. Prompt payment discount of \_\_\_% if paid within \_\_\_days of receipt of invoice.**

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

**SIGNATURE PAGE TO FOLLOW:**

By: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Its: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

State: \_\_\_\_\_

Date: \_\_\_\_\_

**Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 20\_\_.**

**Notary Public:**

\_\_\_\_\_

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