



CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

April 23, 2021

Dear Bidder:

The Board of Education of Cicero School District 99 ("District"), Cicero, Illinois is requesting sealed bids for **Waste Removal and Disposal Services ("Services") for the 2021-2024 school years.**

The enclosed bid form(s) **must** be used in submitting the sealed bids. The sealed bids will be received at the Administration Building, located at 5110 W. 24th Street, Cicero, Illinois, on or before **Monday, May 10, 2021 at 1:00 pm** at which time they will be publicly opened and read.

Indicate on the face of the sealed envelope **"SEALED BID FOR WASTE REMOVAL AND DISPOSAL SERVICES"**. Unsigned or late proposals will not be considered.

It is the intention of the Board of Education to award the bid at the **May 19, 2021** or the **June 16, 2021** regular meeting. The District may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein. The District further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid. Any request for information shall be made to Rita Tarullo, Assistant Superintendent and Sofia Ceballos, Secretary but the response may not be used as a condition to any bid being submitted.

Sincerely,

Rita Tarullo

Rita Tarullo
Assistant Superintendent/CFO/CSBO

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Submittals

Submittal Checklist

Required Forms

- ☐ Signed and completed Bid Proposal with Federal Employee Identification or Social Security Number
- ☐ Non-Collusion Affidavit signed and notarized
- ☐ Vendor's Certification for Illinois Drug-Free Work Place Act Signed by Representative and Attester
- ☐ Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Minority and Women Owned Business Concern Representation
- ☐ Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- ☐ Reference Sheet

Additional Forms

- ☐ Statement of No Interest (only fill out this form if you are not able to bid at this time)
- ☐ Any necessary Literature or information (if applicable)

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CICERO, ILLINOIS 60804
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REQUEST FOR SEALED BIDS

Cicero School District 99 is requesting sealed bids for **Waste Removal and Disposal Services ("Services") for the 2021-2024 School Years**. Bids must be received at the Business Office at 5110 W. 24th Street, Cicero, Illinois, 60804, before **Monday, May 10, 2021 at 1:00 pm**. Unsigned or late bids will not be considered.

BIDDING INSTRUCTIONS

1. The bids must be submitted only on the forms attached. The bids shall be in a sealed envelope, properly marked with the title: **"SEALED BID FOR WASTE REMOVAL AND DISPOSAL SERVICES"**. Oral, telephonic, telegraphic, or facsimile transmitted bids will not be accepted.
2. The District does not assume responsibility for **delayed postal deliveries** and **does not** recognize postmarks as representing the fact that a bid has been "received" by the District before the specified deadline. The method of transmittal of the bid is solely the bidder's risk.
3. All bids shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the bid will be considered, and bidders will be held strictly to the bids as submitted. Bids shall be executed by a principal of the bidder duly authorized to execute contracts. The bidder's name shall be fully stated. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Assistant Superintendent/CFO, at bids@cicd99.edu, no later than **4 p.m. on Monday, May 3, 2021**, who will issue the necessary clarifications to all prospective bidders by means of addenda, as may be appropriate.
4. Bids may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of bids.
5. Bidders must complete, date and sign the affidavits and certifications accompanying this bid document. Failure to do so may result in rejection of the bid. Bidders agree to comply with all pertinent statutes of the State of Illinois relative to employment in connection with public contracts including, but not limited to, the pertinent provisions of the Illinois Fair Employment Practices Act, as amended; and agree that no unfair employment practice as defined therein, be committed by the bidder, its subcontractor, suppliers of materials or services to the bidder or his subcontractors, or any labor organization furnishing skilled or unskilled labor to the bidder or his subcontractors.
6. The District may require, upon request, evidence as to the financial stability of a bidder. Upon request, the bidder shall provide the following information to the District within

48 hours:

- A. The name of any owner or co-owner, equity of each co-owner or corporate offices of the entity submitting the bid, and the name, address, and business telephone number of each such person(s).
 - B. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
7. To the extent applicable, the successful bidder shall supply, at no cost to the District, a detailed service manual, parts list, and list of service locations.
8. The District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the prices specified in his/her bid shall remain firm and in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
9. The District, through its Assistant Superintendent/CFO, will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show financial data or other information the District deems necessary to evaluate the financial stability of the bidder.
10. The District reserves the right to reject any and all bids, to waive any technicalities in the bid and to award each item to different vendors or all items to a single vendor and to determine whether in the opinion of the District: (a) an equal or alternate is a satisfactory substitute, (b) an early delivery date is entitled to more consideration than price, (c) an earlier delivery date is to be disregarded because of the reputation of the vendor for not meeting delivery dates, (d) a vendor is not a responsible vendor and should be disregarded and (e) what exceptions or deviations from written specifications will be accepted. The District will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the prices bid by the bidder will prevail and be considered accurate.
11. The District is exempt from paying Illinois Use Tax (Ill. Rev. State., ch. 120, Para. 439.3) and sales to the District are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat., ch. 120, Para. 441).
12. The District is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G, para. 4221).
13. The District is Tobacco Free in all buildings and on its grounds. No employees of the successful bidder or any subcontractors may violate this provision.
14. All payments under this contract will be in compliance with the Local Government Prompt Payment Act (50 ILCS 505).
15. As required by law, labor estimates for this project shall be based upon those prevailing wage assignments as indicated by the Illinois Department of Labor, appropriate trade, and municipality specification work shall be performed in Cook County.

BIDDING TERMS & CONDITIONS

1. The successful bidder (hereinafter "Vendor") will be required to enter into a contract incorporating the terms and conditions of this RFP ("Contract"), if a form substantially similar to the sample contract attached hereto as Exhibit A. The term of the contract is estimated to be September 1, 2021 through August 31, 2024.
2. The Contract prices shall be the same as those used by the Vendor in response to this RFP and shall be guaranteed for a period of not less than three years (1,096 days) from the date of approval of the Contract by the Board and shall be considered firm price upon receipt of a District purchase order. Bidder shall fill in the words "NO BID" in unused spaces on the attached form.
3. The Contract shall have a term of three years with the possibility of two (2) one year extensions, at the sole discretion of the District, and based on the terms contained herein and the prices provided by the Vendor in response to this RFP. No extension shall be valid unless executed, in writing, by the Vendor and the District.
4. In the event the Vendor seeks a rate/price increase for waste hauling and disposal services, the Vendor shall document through cost analysis the need for such increases. Any proposed increase must not exceed the Consumer Price Index for All Urban Consumers (CPI-U), Chicago-Gary-Kenosha.
5. The Vendor shall purchase and maintain such insurance as will protect the Vendor from claims set forth below which may arise out of, or result from, the Vendor's operations under the Contract whether resulting from the actions of the Vendor, a subcontractor, or anyone employed by them. Such insurance shall be acquired for and on behalf of the Vendor in protecting the Vendor from claims for damages for bodily injuries, including sickness or disease, death and for care and loss of Services, as well as from claims for property damages, including loss of use, which may arise from operations under the Contract, whether such operations be by the Vendor or anyone directly or indirectly employed by Vendor. The Vendor shall, at a minimum, carry the following types of insurance and coverages:
 - A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 each occurrence and \$3,000,000 aggregate combined single limit for bodily injury liability and property damage liability, with a \$5,000,000 umbrella. This shall include coverage for damage to premises, incidents caused by Vendor or its subcontractors or independent contractors providing Services, liability arising from subcontractors, independent contractors, contractual liability, and personal injury liability.
 - B. Business and Vehicular Liability: Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include coverage for owned vehicles, hired and non-owned vehicles, and employee non-ownership.

- C. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around District property. The coverage also should include off-site and in-transit liability.
- D. Worker's Compensation
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$100,000 per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Empl.

The Vendor shall be responsible for all losses which fall under any deductibles on required insurance coverage.

If subcontractors are employed, the Vendor shall procure and maintain bodily injury and property damage liability insurance for and on behalf of the Vendor for claims and damages arising out of acts of subcontractors in the same amounts as required for claims and damages arising out of acts of the Vendor.

- 6. The Vendor agrees to defend, indemnify and hold harmless the District, its Board of Education members, employees, agents, officers and officials from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character (collectively "Claims") arising or alleged to arise out of the acts or omissions of the Vendor, its officers, agents, employees and subcontractors in the performance of the Contract. The foregoing obligation extends to and is intended to encompass any and all Claims that the Services infringe, misappropriate, or otherwise violate any confidentiality, proprietary, or intellectual property right of a third party.
- 7. The Vendor will comply with all applicable State and Federal laws and regulations as they relate to employee safety, including, but not limited to the Asbestos Hazard Emergency Response Act ("AHERA"), the Occupational Safety and Health Act ("OSHA"), Confined Space Entry, Employee Right to Know, Respiratory Protection, National Emissions Standards for Hazardous Air Pollutants ("NESHAP") and Look Out Tag Out.
- 8. In the event Vendor damages the District's property, the Vendor shall, at the Vendor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Vendor does not repair such damage within 14 days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Vendor shall reimburse the District for the costs the District incurs within 14 days after the District provides a written invoice to the Vendor.
- 9. If any person employed by the Vendor were, in the opinion of the District, intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her

duties, he or she shall be directed by the Vendor to cease work and vacate the District's property immediately.

10. To the extent this document contradicts the Bid Specifications contained herein, the Bid Specifications shall control.
11. During the performance of the work contemplated herein (whether or not federal funds are involved) the Vendor agrees as follows:
 - A. The Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, as those terms are defined in the Illinois Human Rights Act, (775 ILCS 5/1-10 et. seq. (hereinafter "unlawful discrimination"). The Vendor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - B. Bidders will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without unlawful discrimination.
12. It is the District's sole option to require any Vendor to purchase a performance bond prior to the formal award of the contract. The amount of the bond, if required, would be equal to the full amount of the total value of the contract for the first year.

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5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

Submittal Checklist

Remember to submit the following items with your bid. Failure to do so may result in rejection of the bid.

Submittals

Submittal Checklist

Required Forms

- ☐ Signed and completed Bid Proposal with Federal Employee Identification or Social Security Number
- ☐ Non-Collusion Affidavit signed and notarized
- ☐ Vendor's Certification for Illinois Drug-Free Work Place Act Signed by Representative and Attester
- ☐ Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- ☐ Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- ☐ Minority and Women Owned Business Concern Representation
- ☐ Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- ☐ Reference Sheet

Additional Forms

- ☐ Statement of No Interest (only fill out this form if you are not able to bid at this time)
- ☐ Any necessary Literature or information (if applicable)

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS

)
) SS
)

COOK COUNTY

The undersigned bidder or agent, being duly sworn, on oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Vendor or Agent

For: _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Signature of Notary Public: _____

CERTIFICATION

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended, and that the bidder hereby certifies that it can enter into the contract provided herein and further acknowledges that the contract may be void if this certification is deemed false.

Signature

VENDOR CERTIFICATIONS

ILLINOIS DRUG-FREE WORKPLACE ACT

Business Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

ILLINOIS DRUG-FREE WORKPLACE ACT

The undersigned contractor hereby certifies (check the one that applies):

_____ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313).

_____ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313) that the bidder 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 certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By:

Signature

Printed Name of Signer

Printed Title of Signer

Attest:

If a corporation

Printed Name of Signer

Printed Title of Signer

Signature

_____ Date

CERTIFICATION OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written sexual harassment policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written sexual harassment policy include 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) a vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

Address: _____

Signature of Officer

Title: _____

Subscribed and sworn to

Before me this _____ day

of _____, 20__

Notary Public

ILLINOIS STATE BOARD OF EDUCATION
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689. Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award number or Project Name

Name and Title of Authorized Representative

Signature/Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "GSA Government Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- ISBE 85-24 (11/05)

PREVAILING WAGES & EQUAL EMPLOYMENT OPPORTUNITIES

The undersigned hereby certifies that the Firm listed below is in compliance with and intends to be in compliance with at all times Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. *et. seq.*, the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, *et. seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.*, Fair Labor Standards Act of 1938, 29 U.S.C. §201, *et. seq.*, the Minimum Wage Law, 820 ILCS 105/1, *et. seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et. seq.*

Firm Name: _____

By: _____
(Authorized Agent of Firm)

Title

Subscribed and sworn to

Before me this _____ day

of _____, 20_____

Notary Public

REFERENCE SHEET

Please submit the names of accounts for whom you have provided services or similar services required herein.

1. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

2. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

3. Name _____
 Address _____

 Contact Person _____
 Telephone # _____

Length of time service has been provided _____

Summary of project/services:

STATEMENT OF NO INTEREST

NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately. The Business Office of Cicero School District 99 wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Proposal Name: _____

We are unable to submit a proposal for this work due to the following:

☐ Too busy at this time ☐ Unable to meet specifications

☐ Bond requirement ☐ Not engaged in this type work

☐ Insurance requirement

☐ Site location too distant

____ Length of time required to obtain payment

_____ Project is _____ too large _____ too small

 Remove us from your bidder's list for this commodity/service

____ Other (specify below)

____ Do you wish to be considered in the future for similar projects? ____ Yes ____ No

REMARKS:

Signature: _____

Name & Title: _____

Firm: _____

Phone: _____

Fax: _____

E-mail: _____

Address:

Street Address	City	State	Zip-Code
----------------	------	-------	----------

Date: _____

Return to: Rita Tarullo
Asst Supt of Business Affairs, CFO/CSBO
Cicero School District 99
5110 W, 24th Street
Cicero, IL 60804

Scope of Work - Waste Removal and Disposal 2021-2024

Cicero School District 99 has sixteen schools (16) and five (5) other buildings throughout the Town of Cicero. A list of locations and equipment needed for the District's buildings is below. Note the District owns its own compactors, all containers need to be supplied by the contractor. The table below is a list of the District's buildings with required equipment and needs

LIST OF BUILDINGS AND EQUIPMENT

SCHOOL/BUILDING	PHONE #	ADDRESS	EQUIPMENT	YARDAGE	PICK-UPS
ADMINISTRATION BUILDING	708-863-4856	5110 W. 24th Street Cicero, IL 60804	2 CONTAINERS	2 YDS	THUR
BURNHAM SCHOOL	708-652-9577	1630 S. 59th Avenue Cicero, IL 60804	6 CONTAINERS	2 YDS	TU-SAT
CICERO EAST SCHOOL	708-652-9440	2324 S. 49th Avenue Cicero, IL 60804	5 CONTAINERS	2 YDS	TU-SAT
CICERO WEST SCHOOL	708-780-4487	4937 W. 23rd Street Cicero, IL 60804	6 CONTAINERS	2 YDS	TU-SAT
COLUMBUS EAST SCHOOL	708-652-6085	3100 S. 54th Avenue Cicero, IL 60804	3 CONTAINERS	2 YDS	TU-SAT
COLUMBUS WEST SCHOOL	708-780-4482	5425 W. 31st Street Cicero, IL 60804	5 CONTAINERS	2 YDS	TU-SAT
DREXEL SCHOOL	708-652-5532	5407 W. 36th Street Cicero, IL 60804	1 CONTAINER	8 YDS	TU-THURS-SAT
EC CENTER	708-982-4500	5330 W. 35th Street Cicero, IL 60804	2 CONTAINERS	2 YDS	TU-THURS-SAT
GOODWIN SCHOOL	708-652-5500	2625 S. Austin Blvd. Cicero, IL 60804	4 CONTAINERS	2 YDS	TU-SAT
LIBERTY SCHOOL	708-780-4475	4946 W. 13th Street Cicero, IL 60804	1 CONTAINER	6 + 2 YDS	TU-SAT
LINCOLN SCHOOL	708-652-8889	3545 S. 61st Avenue Cicero, IL 60804	SELF CONTAINED 1 COMPACTOR	30 YDS	AS NEEDED
McKINLEY SCHOOL	708-652-8890	5900 W. 14th Street Cicero, IL 60804	2 CONTAINERS	2 YDS	TU-SAT
ROOSEVELT SCHOOL	708-652-7833	1500 S. 50th Avenue Cicero, IL 60804	5 CONTAINERS	2 YDS	TU-SAT
SHERLOCK SCHOOL	708-652-8885	5347 W. 22nd Place Cicero, IL 60804	3 CONTAINERS	2 YDS	TU-TH-SAT
UNITY JR.* HIGH SCHOOL	708-863-8229	2115 S. 54th Avenue Cicero, IL 60804	2 YD STATIONARY 1 COMPACTOR	42 YDS	AS NEEDED
WARREN PARK SCHOOL	708-863-2220	1225 S. 60th Court Cicero, IL 60804	3 CONTAINERS	2 YDS	TU, SAT
WILSON SCHOOL	708-652-2252	2310 S. 57th Avenue Cicero, IL 60804	5 CONTAINERS	2 YDS	TU-SAT
WOODBINE SCHOOL	708-652-8884	3003 S. 50th Court Cicero, IL 60804	3 CONTAINERS	2 YDS	TU-TH-SAT
DISTRICT SERVICE CENTER	708-863-3774	5835 W. Roosevelt Road Cicero, IL 60804	1 CONTAINER 1 - ROLL OFF	2 YDS 20 YDS	AS NEEDED
TRANSPORTATION CENTER	708-863-8926	1941 S. Laramie Avenue Cicero, IL 60804	1 CONTAINER	2 YDS	

* Unity Jr. High School start at 8:00 a.m. The Elementary schools start at 8:40 a.m.

The District currently does not have recycling but would like to participate in a program. However, the main focus of this bid is the regular waste removal services. Included in the bid specification are the recycling requirements.

For your convenience the school calendar is below:

CICERO SCHOOL DISTRICT 99 2021-2022 SCHOOL CALENDAR

Unity Graduation: June 4, 2022

School Begins: August 25, 2021 ()
School Closes: June 15, 2022 ()

*June 8, 2022 If no Emergency Days (EXD) are used

Parent/Teacher Conferences (FPT)
(11:30 AM-3:30 PM & 5-7PM)

November 9, 2021

March 22, 2022

Legal Holidays - HOL

Independence Day: 07/04/2021

Labor Day: 9/06/2021

Columbus Day: 10/11/2021

Veterans Day: Observed 11/24/2021

Thanksgiving Day 11/25/2021

Christmas Day: 12/25/2021

New Year's Day: 01/01/2022

MLK JR Day: 01/17/2022

President's Day: 02/21/2022

Casimir Pulaski Day: 03/07/22

Memorial Day: 05/30/2022

JULY						
S	M	T	W	TH	F	S
				1	2	3
HOL	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

OCTOBER						
S	M	T	W	TH	F	S
					IPR	2
3	4	5	6	7	8	9
10	HOL	12	SIP	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	EQ	30
31						20

JANUARY						
S	M	T	W	Th	F	S
						HOL
2	WINTER BREAK					8
9	10	11	12	13	EQ	15
16	HOL	18	RCP	20	21	22
23	24	25	SIP/RCP	27	28	29
30	31					15

APRIL						
S	M	T	W	Th	F	S
					SPRING BREAK	2
3	4	5	RCP	7	8	9
10	11	12	13	14	NIA	16
17	18	19	20	21	22	23
24	25	26	27	28	IPR	30
						19

AUGUST						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	TI	TI	25 (26	27	28
29	30	31				
						7

NOVEMBER						
S	M	T	W	TH	F	S
	1	2	RCP	4	5	6
7	TI	FPT/RCP	10	11	12	13
14	15	16	17	18	19	20
21	22	23	NIA	HOL	NIA	27
28	29	30				
						17

FEBRUARY						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	SIP	17	IPR	19
20	HOL	22	23	24	25	26
27	28					
						19

MAY						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	RT	12	13	14
15	16	17	SIP	19	20	21
22	23	24	RCP	26	27	28
29	HOL	31				
						21

SEPTEMBER						
S	M	T	W	TH	F	S
			1	2	3	4
5	HOL	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	SIP	23	24	25
26	27	28	29	30		
						21

DECEMBER						
S	M	T	W	TH	F	S
			1	2	IPR	4
5	6	7	SIP	9	10	11
12	13	14	15	16	17	18
19	20	21	22	NIA	NIA	HOL
26	WINTER BREAK					
						16

MARCH						
S	M	T	W	TH	F	S
		1	2	3	4	5
6	HOL	8	9	10	11	12
13	14	TI	16	17	EQ	19
20	21	FPT	RCP	24	25	26
27	SPRING BREAK					
						16

JUNE						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	EQ/RCP	XED	XED	11
12	XED	XED	XED	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						5

176 Days

CICERO SCHOOL DISTRICT 99 2021-2022 SCHOOL CALENDAR



Unity Graduation: June 4, 2022

School Begins: August 25, 2021 ()
School Closes: June 15, 2022 ()

*June 8, 2022 If no Emergency Days (EXD) are used

Parent/Teacher Conferences (FPT)
(11:30 AM-3:30 PM & 5-7PM)

November 9 , 2021

March 22 , 2022

Legal Holidays - HOL

Independence Day: 07/04/2021

Labor Day: 9/06/2021

Columbus Day: 10/11/2021

Veterans Day: Observed 11/24/2021

Thanksgiving Day 11/25/2021

Christmas Day: 12/25/2021

New Year's Day: 01/01/2022

MLK JR Day: 01/17/2022

President's Day: 02/21/2022

Casimir Pulaski Day: 03/07/22

Memorial Day: 05/30/2022

BID SPECIFICATIONS:

Mandatory Pre-Bid Meeting

A mandatory pre-bid meeting will be on Wednesday, May 5, 2021 at Administration Building at 2:00 pm located at 5110 W. 24th Street, Cicero, IL 60804. We will visit the following locations:

1. Warren Park – 1225 S. 60th Court
2. McKinley – 5900 W. 14th Street
3. Unity – 1942 S. Laramie Avenue
4. Columbus East – 3100 S. 54th Avenue
5. Columbus West – 5425 W. 31st Street
6. EC Center – 5330 W. 35th Street

Award Conditions

The Contract will be awarded to the lowest, responsive and responsible bidder whose bid will be most advantageous to the District, with Price and other factors considered such as recycling.

Compliance with the format, terms and conditions of this RFP and the bidder's ability to meet the District's requirements for service will be among the factors considered as well as the record of the company's past performance and financial and technical resources. Bidder's personnel background and experience, references from current customers and accessibility to necessary resources will also be considered. The following items will be taken into consideration:

1. The bid price.
2. Continuing financial stability of the bidder during the contract period.
3. Reputation of the bidder with respect to cooperation, maintenance and adherence to scheduled work and tasks to be completed and full compliance with all contract provisions.

4. Ability to carry out the assigned work, tasks and duties in a safe and responsible manner.
5. The quality of service and timely response to requests which may need to be satisfied in a time sensitive manner.
6. Compliance with the terms and conditions of this RFP.

Service Conditions

- 1.** The Contractor must adhere to all federal, state, county and municipal laws and regulations regarding waste hauling and disposal. This includes Illinois Department of Transportation ("IDOT") regulations and standards for all types of waste hauling. Additionally, the Contractor must stay current with new laws, regulations and industry standards. The Bidder agrees to indemnify and hold the District harmless with respect to the violation of any applicable law during the commission of Contractor's duties as per the contractual agreement with the District.
2. The waste material is solid waste generated in a school setting. It does not include radioactive, explosive, biomedical, infectious, or biohazardous materials. The Contractor shall provide equipment and personnel sufficient to complete all aspects of the waste hauling and disposal services. The Contractor will agree to comply in all respects to local, state, and federal safety standards so as to prevent hazards to student, property or community. The Contractor agrees to incur any and all cost in taking the necessary steps for safety precautions and measures. The responsibility for any fees or licenses required by any state, federal or municipal agencies are solely the responsibility of the Contractor as they may pertain to services under this contract.
3. The Contractor shall keep and maintain accurate, detailed records of waste disposal pick-up, and the scheduled times of services rendered. This includes:
 - a. The type of waste picked up and hauled.
 - b. The site where the waste will be located at its final destination.
 - c. Special pick-up dates and final waste dump locations which may not necessarily be the primary site, such a site may be required for specific waste items that are not normally picked up on a regular basis.
4. Suitable containers will be provided by the contractor at each site as outlined in Exhibit A. Lids which can be secured in place are required for the safety of children and to prevent unauthorized use. Bidders are required to visit locations listed on Exhibit A to survey current

service conditions, location of containers etc. A list of current equipment is attached in Exhibit A for information purposes.

5. The Contractor shall have the necessary resources to provide additional containers at the schools at the request of the District or to increase the frequency of pick-up services at the District's request. The Contractor shall respond to such District requests within five (5) working days.
6. The schools require less frequent services during spring, winter and summer recesses. (Calendar attached)
7. The Contractor shall provide the necessary vehicles in excellent working condition, free from any dangers and liabilities, and maintain those vehicles regularly as the need dictates. All safety standards will be in accordance with national safety standards and the Illinois Department of Transportation safety standards.
8. The Contractor agrees to maintain the vehicles and all equipment necessary for usage to complete the terms of this contract as the need dictates. All maintenance costs associated with same will be the responsibility of the Contractor.
9. The Contractor agrees to provide competent personnel for all waste hauling and disposal services. Personnel will be properly licensed and professionally trained, and this shall include the necessary precautions taken to ensure the safety of the entire operation.
10. All phases of the Service must be conducted with the safety as the primary concern. The Contractor agrees to ensure safety standards and take the necessary disciplinary actions required in response to driver infractions, infractions which may jeopardize safety, and/or the integrity of the quality of operations needed to fulfill the terms of this contract. No service will be performed while students are present in the area adjacent to containers. Containers will be designated and positioned on District property in such a manner as to avoid any possible danger to students or staff. The District maintains the right to determine the site for the container.
11. The contractor agrees to schedule pick-ups for sites between the hours of 6:00 am - 8:00 am, Tuesday - Saturday. Unity pick-ups will be 5:30 am – 7:30 am Tuesday – Saturday or as needed. The first pick-up will be at 6:00 am (or 5:30 at Unity) and the route will be Cicero School District 99 pick-ups only until the last Cicero School District 99 pick-up is completed for the day. The Contractor will work with the District's Director of Buildings and Grounds to create a route(s) that satisfies the District's needs. The contractor also agrees to provide the locks (¼" shank) for all the gates, and they must all be keyed alike.

12. Invoices for payment shall be submitted on a monthly basis with billing for each individual site and grand total, the actual number of pick-ups and resultant cubic yardage of waste hauled per month. Payment shall be made following the regular monthly meeting of the District's Board of Education for the previous month's services

Recycling Bid Requirements

All bidders must provide a complete proposal for a District-wide recycling program and to include the following:

- A. Costs/rebates,
- B. Contractor and District responsibilities,
- C. Equipment provided and equipment needed,
- D. Material pick-up frequencies,
- E. List of acceptable and unacceptable material,
- F. A complete price structure for recyclables,
- G. And all other information germane to this RFP.

The contract will be open to further price reductions to be realized by the District, providing that the Contractor agrees to those terms which would serve the Contractors operations more efficiently. An example of such a circumstance would be certain updated procedures and practices that subscribe to improvements to environmentally sound waste hauling and disposal objectives, such as recycling program which would produce savings for both the District and Contractor. All bidders agree to provide a complete price structure for recyclables.

CICERO SCHOOL DISTRICT 99

BID PROPOSAL - WASTE REMOVAL AND DISPOSAL 2021-2024

We hereby agree to furnish the heretofore named articles as shown at the prices stated within the delivery time allotted and that quantity and quality will be in conformance with the stated specifications. The signing of this bid form is construed as acceptance of all provisions contained herein.

Authorized Rep.
Name: _____

Please print

Signature: _____ Date: _____

Title: _____ E-mail Address: _____

Name of Firm: _____

Address: _____

Phone Number: _____ FEIN/Social Security #: _____

Fax Number: _____ Website address: _____

Does the company have a current contract with the State of Illinois? Yes _____ No _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on each addendum).
If all addendums are not acknowledged, the bid may be considered non-responsive.

<u>Addendum #</u>	<u>Dated</u>	<u>Addendum #</u>	<u>Dated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CICERO SCHOOL DISTRICT 99

BID FOR WASTE HAULING AND DISPOSAL SERVICES 2021-2024

BID PROPOSAL

We propose to provide Waste Hauling and Disposal Services in accordance with the attached bid Specifications for the contract period September 1, 2021 through August 31, 2024.

School	Equipment	Yardage	Number of Pick-ups/Week	Price/Pick-up Year 1	Price/Pick-up Year 2
AD BUILDING	2 Container	2	Thurs (1)		
BURNHAM	6 Containers	2	Tu-Sa (5)		
CICERO EAST	5 Containers	2	Tu-Sa (5)		
CICERO WEST	6 Containers	2	Tu-Sa (5)		
COLUMBUS EAST	3 Containers	2	Tu-Sa (5)		
COLUMBUS WEST	5 Containers	2	Tu-Sa (5)		
DREXEL	1 Container	10	Tu, Th, Sa (3)		
EC CENTER	2 Containers	2	Tu, Th, Sa (3)		
GOODWIN	4 Containers	2	Tu-Sa (5)		
LIBERTY	1 Container	6 + 2 YDS	Tu-Sa (5)		
MCKINLEY	2 Containers	2	Tu-Sa (5)		
ROOSEVELT	5 Containers	2	Tu-Sa (5)		
SERVICE CENTER	1 Container	2	Thurs (1)		
SERVICE CENTER	Roll-Off	20 YD	As needed		
SHERLOCK	3 Container	4	Tu, Th, Sa (3)		
TRANSPORTATION CENTER	1 Container	2	Thurs (1)		
WARREN PARK	1 Container	6	Tu, F (2)		
WILSON	4 Containers	2	Tu-Sa (5)		
WOODBINE	3 Containers	2	Tu, Th, F, Sa (4)		
School	Equipment	Yardage	Number of Pick-ups/Week	Price/Round-Trip Pick-up	Price/Round-Trip Pick-up
LINCOLN	1 Compactor	42	As needed		
UNITY	1 Compactor	42	As needed		

****Winning bidder will be required to adhere to the terms and conditions as listed below:***

**AGREEMENT FOR THE PROVISION OF WASTE REMOVAL
AND DISPOSAL SERVICES FOR THE SCHOOL YEARS 2021-2024**

THIS AGREEMENT ("Agreement") is entered into between [REDACTED] ("Contractor") and The Board of Education of Cicero School District 99 (the "District"), with the following facts:

- A. Cicero School District 99 is requesting sealed bids for **waste removal and disposal services for the school years 2021-2024.**
- B. Contractor will provide the waste removal and disposal services set forth in the Bid Specifications and Bid Quote Form.
- C. In the event of conflict or inconsistency between the terms and conditions in the RFP, Contractor's submitted proposal or the Agreement, upon execution of this Agreement the terms of this Agreement shall control.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

The initial term of this Agreement shall commence on **September 1, 2021** and end on August **31, 2024**. This Agreement shall not automatically renew.

In the event that the Contractor at any time fails to comply with, fully perform, and/or strictly adhere to any covenant contained herein to be performed by the Contractor, its agents, employees, or otherwise, the District shall give 48 hours' notice in writing to the Contractor of such failure. In the event the Contractor does not remedy such failure within three (3) business days from the receipt of such notice, except if such failure be impossible to remediate due to a *force majeure*, as outlined in Section 20 herein, this contract may be terminated at the option of the District. Such termination being effective immediately upon receipt of the Notice of Termination. Following termination, the Contractor shall remain liable for any cost to the District for purchasing substitute art supplies for the remainder of the term of this Agreement. Failure of the District to exercise its rights under this paragraph does not preclude any subsequent right to exercise such rights at a later date.

Either party can terminate this Agreement with or without cause at any time with thirty (30) days prior written notice to the other party.

2. Contractor Services

Contractor agrees to coordinate such services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such services pursuant to this Agreement are sometimes referred to herein as the "Services."

3. Fees for Service; Payment

Contractor shall be paid the agreed sum based on fees outlined on **Exhibit B**. Contractor shall only be paid for Services provided. Contractor shall submit detailed invoices, and any other documentation requested by the District, related to the provision of the Services on a monthly basis. All payments shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Compliance with Laws

Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable District Board Policies and rules.

5. Contractor Personnel; Background Checks

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. Contractor further agrees to ensure that all employees, agents, contractors, and/or subcontractors comply with District Board Policies and those requirements contained in this Agreement.

Contractor further acknowledges that any and all of its agents, employees, or representatives who will work with any District students will need to be fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigations, as detailed in the Illinois Code 105 ILCS 5/10-21.9, prior to commencing any work under this Agreement. Contractor will provide the necessary information needed to administer the required background checks to the District prior to commencing any work under the Agreement.

District shall, in its sole discretion, determine whether any driver, agent, employee, or representative of Contractor is eligible to work with any District students. Only those drivers, agents, employees, or representatives of Contractor approved by District shall work with District students. District may revoke approval of any driver, agent, employee, or representative of Contractor at any time.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, insurance as described below.

Contractor shall obtain the following: commercial general liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate combined single limit for bodily injury liability and property damage liability. With a \$5,000,000 umbrella. Additionally, Contractor shall obtain business and vehicular liability with a minimum limit of \$1,000,000 per accident for bodily injury liability and property damage liability.

In all instances, the District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies.

7. Damage to Property

In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

If Contractor does not repair such damage within fourteen (14) days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within fourteen (14) days after the District provides a written invoice to the Contractor.

8. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this

Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

9. Assignment of Contractor's Rights

No assignment and/or subcontracts shall be made without prior written approval from District.

10. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of Services under this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, and affiliates in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

11. Notices; Direct Communication Representative

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Rita Tarullo
Cicero School District 99
Attn: Assistant Superintendent of Business Affairs/CFO/CSBO
5110 W. 24th St., Cicero, IL 60804
708.863.4856
rtarullo@cicd99.com

To Contractor:
Name:
Address:
Phone:
Email:

Notice of change of address shall be given by written notice in the manner detailed in this Section 11.

The Assistant Superintendent of Business Affairs/CFO/CSBO may designate a person or persons on staff in the District to be responsible for direct communication between the District and the Contractor. In the event the Assistant Superintendent of Business Affairs/CFO/CSBO does not designate such a person, all communication should be directed to the Assistant Superintendent of Business Affairs/CFO/CSBO.

12. Liquidated Damages

District may assess liquidated damages in the type and amounts listed on Exhibit D. District must bill Contractor for such liquidated damages within sixty (60) days of the incident. Contractor shall have thirty (30) days following receipt of the bill for liquidated damages to pay liquidated damages.

13. Non-Solicitation

District agrees during the term of this Agreement it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, service provider, driver or other person who has performed services for Contractor.

14. Force Majeure

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including, but not limited to, COVID-19), Gubernatorial Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a *force majeure* event, the District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no Services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the District decides to pay for Services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the

Contractor otherwise would have provided to the District for the period covered by the Term of this Agreement but for the closure of school due to a *force majeure* event ("Relief Payment"), the Contractor shall reimburse the District the amounts paid by the District pursuant to this Agreement. The Contractor shall provide written notification to the District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the District within thirty (30) days.

If the District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the District the amount of the reimbursement expected, but not received by the District. The District shall provide the Contractor written notification within seven (7) calendar days after the District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the District under the terms of the above paragraphs, the Contractor agrees to pay for all the District's reasonable attorneys' fees spent in successfully recouping the Contractor's promised reimbursement.

15. Entire Agreement; Amendment

This Agreement and any attachments, which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the provision of the Services. This Agreement may not be amended except through a written agreement approved and signed by each of the parties.

16. Effective Date

The Effective Date of the Agreement shall be the last date that this Agreement is executed either by District or Contractor.

17. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

21. Governing Law

Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Parties hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

DISTRICT:

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Signed: _____

Date: _____

Attached Exhibits:

[List, as needed]

Exhibit A – Contractor Services

[To be Attached, as needed]

Exhibit B – Fees for Services

[To Be Attached, as needed]

Exhibit C – Contractor Employee Requirements

[To Be Attached, as needed]

Exhibit D – Liquidated Damages

[To Be Attached, as needed]