



ADVERTISEMENT FOR BID

Project Name: Solid Waste Collection and Disposal

Notice is hereby given to potential Bidders that the Arlington Heights Park District (the "District," "Park District" or "Owner") will receive sealed bids for **Solid Waste Collection and Disposal** until May 27, 2021 at 2:00 PM, at the Arlington Heights Park District, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004 at which time the bid proposals will be publicly opened and read aloud.

Each bid must be placed in a sealed opaque envelope and shall be clearly marked "**Sealed Bid – Solid Waste Collection and Disposal**" and addressed and delivered to the Arlington Heights Park District, Attention: **BID Dept.**, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004.

Bid Documents may be obtained from the Arlington Heights Park District website: www.ahpd.org. For more information, contact **Benjamin M. Rea, Director of Parks and Planning**.

The District reserves the right to waive all technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the District. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Services, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the services. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the services and for no other purpose.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

By Order Of:

Board of Park Commissioners
Arlington Heights Park District
May 14, 2021



INSTRUCTIONS TO BIDDERS

DATE: May 14, 2021

BID REQUEST: Solid Waste Collection and Disposal

Sealed bids will be accepted until **May 27, 2021 at 2:00 PM** and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting.

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that their bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all services, including the cost of all equipment, supplies, tools, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Services. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Services. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Services; and 2) are able to show that they have adequate laborers and materials to successfully complete the Services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Initial here if there is nothing to disclose: _____

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose: _____

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Initial here if there is nothing to disclose: _____

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**

3. Examination of Contract Documents

Each Bidder shall visit the site(s) of the proposed Services and fully acquaint themselves with conditions, as they exist, and shall undertake such additional inquiry and investigation as they shall deem necessary so that they may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Services under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the written Specifications, and the site conditions, or any errors, omissions or ambiguities in the written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to their bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Services, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications. Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Services to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Park District reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Services of all and reject others, as the Park District shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of the Services of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may

not refuse to enter into a Contract with the Park District on the basis that the Park District awarded a Contract for less than all portions or items of the Services specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

5. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

6. Award, Acceptance and Contract

Award of Contract will be made to the lowest responsible proposer that complies with the conditions and specifications presented herein. Although price is a major consideration in the award of this Contract, the Park District does not award on price alone and will also consider terms of delivery, quality, serviceability, conformity with specifications, financial capability of the proposer, and the performance of the proposer on other projects, as determined by the Arlington Heights Park District's Board of Park Commissioners.

The Park District reserves the right to: determine whether a substituted selection, in its judgment, is an acceptable alternate; increase or decrease the quantities shown on the proposal; to reject any and all prices or proposals submitted without disclosure of reason; waive any irregularity, formality or technicality in any bid; and accept the proposal which is considered in the best interests of the Park District. Such decisions are final and not subject to recourse.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Services of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance within ten (10) days after presentation of the Contract for signature. In case the Bidder shall fail or neglect to do so, they will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract.

7. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Services which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor,

and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations to the scope of Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Services to be performed, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Services, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Services in the Contract. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, they must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to brea@ahpd.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to perform the Services in accordance with an issued correction by the Park District and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

8. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail, e-mail, or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that they have received all Addenda prior to submitting a bid.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Services so as to provide all materials, equipment, labor, and services necessary for the completion of the Services in accordance with the Bid Documents.

9. Specifications-

Scope of Service: The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, labor, and all other items necessary to provide the Park District with complete refuse collection, removal, and disposal and to complete said work in accordance with the provision. The Park District currently has 16 facilities requiring differing degrees of refuse collection.

The following tables represent the seasonal solid waste collection needs of the Park District:

Base Proposal-

The following two schedules will be implemented by the Park District as we return to normal operations post COVID-19 pandemic:

Table 1

Collection Time Period	Sept 8 - May 24	May 25 - Sept 7			
Facility	Trash Day	Trash Day	Recycle Day	Trash Container	Recycle Container
Administration Center 410 N. Arlington Hts. Rd.	Mon, Wed, Fri	Mon, Wed, Fri	Wed	(2) 2yd	(3) 95 gal
Arlington Lakes Garage 1625 W. Central Rd.	Mon, Thurs	Mon, Wed, Fri	N/A	(1) 4 yd	N/A
Camelot Park 1005 E. Suffield Dr.	Mon, Thur, Sat	Mon, Wed Fri, Sat	Wed	(1) 2yd	(1) 95 gal (1) 65 gal
Forest View Racquet Club 800 E. Falcon Dr.	Wed	Wed	Fri	(1) 2yd	(2) 65 gal
Frontier Park 1933 N. Kennicott Dr.	Tues, Thurs, Sat	Mon, Wed Fri, Sat	Tues	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Park 506 W. Victoria Ln.	Mon, Thurs, Sat	Mon, Wed Fri, Sat	Tues	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Tennis Club 7 W. College Dr.	Wed	Wed	Thurs	(1) 2yd	(1) 2yd
Lake Arlington 2201 N. Windsor Dr.	Mon, Thurs	Mon, Wed, Fri	N/A	(1) 2yd	N/A
Arlington Ridge Center 660 N. Ridge Ave.	Mon, Wed Fri, Sat	Mon, Wed Fri, Sat	Wed	(1) 2yd	(2) 95 gal
Pioneer Pool 500 S. Fernandez Ave.	Mon, Thurs	Mon, Wed Fri, Sat	N/A	(2) 2yd	N/A
Recreation Park 500 E. Miner St.	Tues, Thurs, Sat	Mon, Wed Fri, Sat	Fri	(1) 2yd	(2) 95 gal (1) 65 gal
Davis Street Sevice Center 1436 E. Davis St.	Tues	Tues	Thurs	(1) 4yd	(1) 1.5 yd
Nickol Knoll 3800 N. Kennicott Dr.	Wed	Wed	Thurs	(1) 2yd - CH (1) 4yd - SC	(2) 95 gal CH

Table 2

Collection Time Period	Sept 8 - May 24	May 25 - Sept 7			
Facility	Trash Day	Trash Day	Recycle Day	Trash Container	Recycle Container
Arlington Lakes Golf Club 1211 S. New Wilke Rd.	Mon, Wed, Sat	Mon, Wed, Sat	Tues	(2) 2yd	(1) 2yd
Melas Park 1500 E. Central Rd.	Mon, Thurs	Mon, Wed, Fri	Thur	(1) 6yd	(1) 2yd
Pioneer Community Center 500 S. Fernandez Ave.	Mon, Thurs	Mon, Wed, Fri	Tues	(1) 2yd	(1) 95 gal

The following tables represent the current solid waste collections needs during the COVID-19 pandemic, as facilities are not being used to full capacity:

Table 3

Collection Time Period	May 24, 2021 until increase in service needed		Trash Container	Recycle Container
	Trash Day	Recycle Day		
Administration Center 410 N. Arlington Hts. Rd.	Monday	Wednesday	(2) 2yd	(3) 95 gal
Arlington Lakes Garage 1625 W. Central Rd.	Mon, Wed, Fri	N/A	(1) 4 yd	N/A
Camelot Park 1005 E. Suffield Dr.	Mon & Fri	ON HOLD	(1) 2yd	(1) 95 gal (1) 65 gal
Forest View Racquet Club 800 E. Falcon Dr.	Wednesday	Friday	(1) 2yd	(2) 65 gal
Frontier Park 1933 N. Kennicott Dr.	Mon & Fri	ON HOLD	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Park 506 W. Victoria Ln.	Mon & Fri	ON HOLD	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Tennis Club 7 W. College Dr.	Wednesday	Thursday	(1) 2yd	(1) 2yd
Lake Arlington 2201 N. Windsor Dr.	Mon, Wed, Fri	N/A	(1) 2yd	N/A
Arlington Ridge Center 660 N. Ridge Ave.	Mon & Fri	Wednesday	(1) 2yd	(2) 95 gal
Pioneer Pool 500 S. Fernandez Ave.	Mon & Fri	N/A	(2) 2yd	N/A
Recreation Park 500 E. Miner St.	Mon & Fri	ON HOLD	(1) 2yd	(2) 95 gal (1) 65 gal
Davis Street Sevice Center 1436 E. Davis St.	Tuesday	Thursday	(1) 4yd	(1) 1.5 yd
Nickol Knoll 3800 N. Kennicott Dr.	Wednesday	Thursday	(1) 2 yd - CH (1) 4yd - SC	(2) 95 gal - CH

Table 4

Collection Time Period Facility	May 24, 2021 until increase in service needed		Trash	
	Trash Day	Recycle Day	Container	Recycle Container
Arlington Lakes Golf Club 1211 S. New Wilke Rd.	Monday	Tuesday	(2) 2yd	(1) 2yd
Melas Park 1500 E. Central Rd.	Mon, Wed, Fri	Thursday	(1) 6yd	(1) 2yd
Pioneer Community Center 500 S. Fernandez Ave.	Mon & Fri	ON HOLD	(1) 2yd	(1) 95 gal

While the Park District is seeking bids for the base proposal outlined in tables 1 and 2, the District reserves the right to adjust or reduce the collection schedule at any time to the COVID-19 service level intervals outlined in tables 3 and 4 or as needed without penalty and for a reduced cost.

Alternate Proposals-

Twenty yard roll-off- containers for the park district on an as needed basis.

Transfer Station- The Park District operates two compact garbage trucks that need to be emptied at transfer stations on a weekly basis. If the contractor has transfer stations for this purpose, please provide pricing.

10. Collection Operation-

Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 6:00 p.m. No collection shall be made on Sunday.

Holidays: The following shall be holidays for purposes of this contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet their obligation as required.

Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved.

Any missed pickups will be collected the same business day if notification to the Contractor is provided by 2 p.m., but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The contractor will provide and maintain one point of contact with the Park District.

Collection Equipment: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this contract.

Due to street size variations within the Village, the Contractor will need to provide equipment that will accommodate such public streets. Contractor shall, hand clean all spillage and power wash all hydraulic oil and vehicle fluid leaks from public property resulting from its collection activities by the end of the next business day after receiving a complaint about a spillage or leak.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance and a regular preventative maintenance program. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by acts of its employees, but shall report the location of such conditions to the Park District Contact Person so that proper notice can be given to the collection location. Refuse spillage or excess refuse shall be picked up by the Contractor after the customer reloads the container. Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection.

Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover will be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

11. License and Taxes-

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Village and the State.

12. Transferability of Agreement-

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the Park District, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the duties and liability of the Contractor.

13. Ownership-

Title to refuse and dead animals and recyclable materials shall pass to Contractor when in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the Client's premises, whichever last occurs.

14. Termination for Cause-

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Park District shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Park District's claim that Contractor has substantially breached the terms and provisions of this Contract. Contractor shall be allowed a 15-day period from the date of receipt of said notice from Park District to remedy any failure to perform. Should Park District deem the failure to perform remedied, no public hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, Park District May terminate this Contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Park District's claim that Contractor has substantially breached the terms and provisions of the Contract. Should Park District still deem Contractor to have failed in its performance, said hearing will be conducted in public by Arlington Heights Park District Board of Commissioners and Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Board of Commissioners makes a finding that Contractor has failed to provide adequate refuse collection for the Park District, or has otherwise substantially failed to perform its duties hereunder, the Board of Commissioners may terminate this contract.

15. Notices-

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the Park District, at:

Arlington Heights Park District
410 N. Arlington Heights Road
Arlington Heights, Illinois 60004
Attention: Director of Parks and Planning

If to the Contractor, at:

Attention: _____

Title: _____

16. Severability-

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

17. Term-

The term of service shall be three (3) years, with two one (1) year renewal options pending agreement of both parties. Should either the Park District or Contractor elect not to renew and extend the Contract for an additional one-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

Base rate adjustment will be considered by the Park District no more than once per year during the life of the contract. Base rate adjustments will be based on fuel costs.

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, their agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than **\$3,000,000 each occurrence**. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner, its elected and appointed officials, officers, employees and agents shall be included as an insured under the CGL, **using ISO additional insured endorsement CG 20 10** or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$3,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- C. Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, or a substitute form providing equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- D. Workers Compensation Insurance.** Contractor shall maintain worker's compensation as required by statute and employer's liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

E. General Insurance Provisions.

1. Evidence of Insurance. Prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days' written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.

2. Acceptability of Insurers. For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage. If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Subcontractors. Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall waive all right of contribution and shall indemnify and hold harmless the Owner and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and

expenses, including but not limited to legal fees (attorney's and paralegals fees and court costs), arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

BID PROPOSAL

Bidder is:

An Individual:

By: _____ (SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership:

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation:

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

Title: _____ Attest _____
(Secretary)

(CORPORATE SEAL)

Business Address: _____

Phone Number: _____

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Services are to be performed, including without limitation, (i) site conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Services are to be performed, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Services in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all insurance required by the Contract Documents;
 - (b) Accomplish the Services in accordance with the Contract Documents; and
 - (c) Complete the Services within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Specifications, and the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required insurance, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Services, and been familiarized with all of the Service requirements, and of the governing municipalities under whose jurisdiction the Services fall (its codes, ordinances and other requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other services, and to do all of the Services and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
8. To commence the Services as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract;

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Contract on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human

Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

K. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____
Its: _____

STATE OF _____)
)ss
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County, aforesaid, hereby certify that _____ appeared before me this day and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)
(SEAL)

Bid Proposal Form
Solid Waste Collection AND DISPOSAL SERVICES 2021

Contractor: _____

Collection Time Period	Sept 8 - May 24		May 25 - Sept 7				
Facility	Trash Day	Bid Pricing	Trash Day	Bid Pricing	Recycle Day	Trash Container	Recycle Container
Administration Center 410 N. Arlington Hts. Rd.	Mon, Wed, Fri	\$	Mon, Wed, Fri	\$	Wed	(2) 2yd	(3) 95 gal
Arlington Lakes Garage 1625 W. Central Rd.	Mon, Thurs	\$	Mon, Wed, Fri	\$	N/A	(1) 4 yd	N/A
Camelot Park 1005 E. Suffield Dr.	Mon, Thur, Sat	\$	Mon, Wed Fri, Sat	\$	Wed	(1) 2yd	(1) 95 gal (1) 65 gal
Forest View Racquet Club 800 E. Falcon Dr.	Wed	\$	Wed	\$	Fri	(1) 2yd	(2) 65 gal
Frontier Park 1933 N. Kennicott Dr.	Tues, Thurs, Sat	\$	Mon, Wed Fri, Sat	\$	Tues	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Park 506 W. Victoria Ln.	Mon, Thurs, Sat	\$	Mon, Wed Fri, Sat	\$	Tues	(1) 2yd	(1) 95 gal (1) 65 gal
Heritage Tennis Club 7 W. College Dr.	Wed	\$	Wed	\$	Thurs	(1) 2yd	(1) 2yd
Lake Arlington 2201 N. Windsor Dr.	Mon, Thurs	\$	Mon, Wed, Fri	\$	N/A	(1) 2yd	N/A
Arlington Ridge Center 660 N. Ridge Ave.	Mon, Wed Fri, Sat	\$	Mon, Wed Fri, Sat	\$	Wed	(1) 2yd	(2) 95 gal
Pioneer Pool 500 S. Fernandez Ave.	Mon, Thurs	\$	Mon, Wed Fri, Sat	\$	N/A	(2) 2yd	N/A
Recreation Park 500 E. Miner St.	Tues, Thurs, Sat	\$	Mon, Wed Fri, Sat	\$	Fri	(1) 2yd	(2) 95 gal (1) 65 gal
Davis Street Sevice Center 1436 E. Davis St.	Tues	\$	Tues	\$	Thurs	(1) 4yd	(1) 1.5 yd
Nickol Knoll 3800 N. Kennicott Dr.	Wed	\$	Wed	\$	Thurs	(1) 2yd - CH (1) 4yd - SC	(2) 95 gal CH
	Total	\$	Total	\$			

Collection Time Period	Sept 8 - May 24		May 25 - Sept 7				
Facility	Trash Day	Bid Pricing	Trash Day	Bid Pricing	Recycle Day	Trash Container	Recycle Container
Arlington Lakes Golf Club 1211 S. New Wilke Rd.	Mon, Wed, Sat	\$	Mon, Wed, Sat	\$	Tues	(2) 2yd	(1) 2yd
Melas Park 1500 E. Central Rd.	Mon, Thurs	\$	Mon, Wed, Fri	\$	Thur	(1) 6yd	(1) 2yd
Pioneer Community Center 500 S. Fernandez Ave.	Mon, Thurs	\$	Mon, Wed, Fri	\$	Tues	(1) 2yd	(1) 95 gal
	Total	\$	Total	\$			

Alternate Proposals-

20-Yard Roll Off Container	Alternate Pricing
	\$
Transfer Station Dumping	Alternate Pricing
	\$