

**West Aurora School District 129
1877 W. Downer Pl
Aurora, IL 60506**

**Lawn Care and Maintenance Services
Bid Due: February 13, 2019 10:00 AM**

Contents

Section I	Information for Bidders
Section II	Specifications, Bid Form
Section III	Certification by Bidder

WEST AURORA SCHOOL DISTRICT 129

INFORMATION FOR BIDDERS

SECTION I

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for School District #129, Aurora, Illinois shall be received at the West Aurora School District 129 Administration Office, 1877 W. Downer Pl., Aurora, IL 60506, on or before February 13, 2019 10:00 AM, at which time they will be opened in the Board Room and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been “received” by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**

2. BID DOCUMENTS: Bidding Documents consist of Instructions to Bidders, Specifications, Aerial Maps, and Bid Forms and may be obtained after 9:00 a.m. on Wednesday January 23, 2019, on-line at www.sd129.org; then click on OUR DISTRICT, then click on DEPARTMENTS, then click on OPERATIONS, and finally BIDS.

Bidders shall carefully examine the entire contents of Bidding Documents to become thoroughly familiar with all requirements. The submission of a Bid will constitute an inconvertible representation by the Bidder that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

A complete set of Bidding Documents shall be used in preparing Bids. Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner, in making copies of Bidding Documents available on the above terms, does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

4. SUBMISSION OF BID: Bids shall be complete and properly executed, and when required, accompanied by proper bid security. Bids shall be submitted on the Bid Form included in this packet. Bids containing clauses, phrases or other alterations which modify the enclosed Bid Form shall be cause for rejection. Bids shall be signed with the name typed below the signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by name of the State of Incorporation and legal signature of an officer authorized to bind the corporation to a contract.

Submit bids in an opaque, sealed envelope. Identify the envelope with: (1) Project name, (2) Owner’s name and address, (3) name of bidder, (4) type of bid,

and (5) BID ENCLOSED. Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, but any resubmission must be received by the bid opening.

5. EXAMINATION OF SPECIFICATIONS: Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.

6. ADDENDA: Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the School District for answer and interpretation. The School District will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, the District will make an addendum to all bidders of record in which the interpretation will be made. The School District will make no interpretations orally and only instructions in writing will be deemed valid. The School District will not be responsible for any oral instructions. To receive consideration, requests for interpretation must be received not later than five (5) days prior to the date for receipt of bids. It is the responsibility of the bidders to be certain they have received the issued Addenda.

7. QUALIFICATIONS OF BIDDER:

- a) The successful bidder must agree to assist West Aurora School District 129 staff in evaluating the efficiency and effectiveness of resource allocation.
- b) School District #129 may make such investigations as deemed necessary to determine the ability of the bidder to perform the work.

8. The bidder shall furnish the District with three (3) references, indicating the company/entity name, address, phone number and contact person.

9. The Board of Education of School District #129, reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. Owner further reserves the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be completed in accordance with proposed contract documents.

A Bid Bond of 10% of the total bid price is required from a qualified and acceptable surety. The bid will be awarded by region to the responsive, responsible bidder with the lowest total cost for that region. Once the bid has been awarded, if the company refuses to enter into a contract with the District, the amount of the Bid Bond will be forfeited to the District as liquidated damages and not as a penalty. Bid Bonds will be returned to bidders within 5 days following the bid award decision which will be made by the Board of Education.

10. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to Mr. Jeff Schiller at jschiller@sd129.org.

11. QUOTATIONS AND BIDS

The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

12. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting forth the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all Sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

13. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) The illegality of sexual harassment;
- (2) The definition of sexual harassment under state law;
- (3) A description of sexual harassment, utilizing examples;
- (4) The contractor/subcontractor's internal complaint process, including penalties;
- (5) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);

- (6) Directions on how to contact the Department and the Commission; and
- (7) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

14. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

A. Compensation Insurance

Workman's compensation insurance with limits as prescribed by the laws of the State of Illinois and employer's liability insurance with minimum limits of \$100,000.

15. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees, servants and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.

B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract

16. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

17. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

18. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included

within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

19. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

20. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

21. The successful bidder must enter into the agreement in the form included in the Bid Document.

22. The successful bidder shall, as contemplated by Section 10-20.40 of the Illinois School Code, certify to District 129:

(a) whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 *et seq.*]; and

(b) whether the bidder is a locally owned business.

For purposes of compliance with this section a “locally owned business” means a business concern where the management or daily business operations are located within a 10 mile radius of the Administrative Offices of District 129.

SECTION II

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NUMBER: _____

BIDDER'S FAX NUMBER: _____

BIDDER'S EMAIL ADDRESS: _____

SPECIFICATIONS AND BID FORM FOR: Lawn Care and Maintenance
Services

This bid is for April 1, 2019 through November 15, 2019 with a yearly renewal option for a total of five (5) years at the District's discretion.

Receipt of Addenda:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

SPECIFICATIONS - PART A

Lawn Care Services

General:

- Meeting with West Aurora School District 129 designee & contractor's designee throughout the contract, per West Aurora School District's request.
- Emergencies and problems noted by West Aurora School District 129 designee will be resolved immediately.
- Any work done by contractor that requires additional invoicing **must** be prearranged with Mr. Jeff Schiller, Director of Operations.
- Cleanup of debris on the grounds at each building: paper, branches/limbs, sticks, cans, bottles, etc.: to be done weekly during the contract.
- Walks, driveways, and entryways to be clean and free of all landscape maintenance related debris each time maintenance work is performed.
- Large accumulations of leaves are to be removed: in shrub beds, around trees, flower beds, entryways, etc., prior to mowing and/or weeding of beds.

Lawn Mowing and Trimming:

- All mowing to be done in a neat and orderly fashion.
- **No mowing to be done in areas where students are present, at any/all buildings.**
- Mowing/maintenance schedule to be coordinated between contractor and WASD 129, including planned dates of service and alternate rain dates.
- All buildings/facilities mowed to maintain an even height of not more than 3-3 ½" in all turf areas.
 1. The height standard will be discussed and determined by West Aurora School District 129 and the contractor. This will eliminate any differences that exist in mowing equipment.
 2. Mowing maintenance will be determined by the grass height. Mowing will be done as needed to maintain the height standard. A minimum of one mowing per week is required, unless otherwise directed by the Director of Operations.

- Courtyards at Jewel (1), to be maintained the same as all grass, shrub, and flower areas at all buildings. All work on the courtyards to be completed per Specifications - Part B.
- Mowers/equipment to be in good working condition and sharp at all times during mowing to minimize any and all problems.
- All equipment to be operated so as to prevent damages to trees, shrubs, flowers, and any other properties.
- All clippings to be mulched. No excess clippings to be left on turf areas. Contractor will be responsible for removal of clippings, if excessive, as determined by West Aurora School District 129.
- **All turf areas adjacent to hard surfaces, obstructions, and cultivated areas to be kept neat by edging and trimming on a weekly basis.**
- All grass clippings and debris, mowing or edging, must be removed from sidewalks, entryways, driveways, etc., at time of mowing. No debris to be discarded in West Aurora School District 129 containers.
- Grass next to building foundations, fences, flagpoles, light poles, tree rings, etc., to be trimmed to a height equal to or less than the grass height of no more than 3-3 ½".
- Maintain tree rings weekly.
- Maintain shrubs and flower beds weekly.
- The last mowing of the season should be to a height of 2 ½"-3".

SPECIFICATIONS - PART B

Lawn Care and Maintenance Services Schedule

Lawn mowing and trimming, per Specifications - Part A, will occur weekly unless previously agreed to by Mr. Jeff Schiller, Director of Operations. In the event of a drought, frequency will be determined by Mr. Schiller. The scheduled hours for all buildings are as follows:

Anytime after 7:00 AM. **Exception: Hope D. Wall. Hours there will be: Monday-Thursday, after 2:30 PM.**

All invoices need to be submitted to Janelle Rodriguez-1244 Plum St. Aurora, Il 60506 or by email-jrodriguez@sd129.org - no later than the first of the month subsequent to the month that service was performed.

SPECIFICATIONS - PART C

Lawn Maintenance Services

General:

- Spring cleanup to be completed as soon as weather permits, with the first clean-up no later than April 15th and to include the following:
 1. Rake and/or sweep lawn turf areas of all buildings.
 2. Rake to remove debris and leaves in the court yard at Jewel.
 3. Rake, blow, remove all leaves and debris from shrub beds, flower beds, around trees, and next to building.
 4. Remove all debris and leaves from the facilities. None to be discarded in West Aurora School District 129 containers or prairies areas.
 5. Sweep/blow driveways, walks, steps and entryways to remove any and all landscape debris.
 6. Place new mulch around flower beds and trees. District to provide mulch.
- Fall cleanup to be completed, weather permitting, by the end of the term of agreement or no later than November 15, and to include the following:
 1. Rake to remove debris and leaves around all buildings.
 2. Rake to remove debris and leaves in the court yard at Jewel.
 3. Sweep/blow all sidewalks, entryways, driveways, and parking areas to remove debris and leaves at all buildings.
 4. All debris and leaves to be removed from premises, all buildings. None to be discarded in West Aurora School District 129 containers or prairie areas.

SPECIFICATIONS – PART D

Pricing

Region 1

- Fearn Elementary 1600 Hawksley North Aurora, IL 60542
- Goodwin Elementary 18 Poplar Place North Aurora, IL 60542
- Schneider Elementary 304 Banbury Road North Aurora, IL 60542
- Jewel Middle School 1501 Waterford Rd North Aurora, IL 60542
- Transportation Building 220 Alder Dr. North Aurora, IL 60542

Region 2

- Smith Elementary 1332 Robinwood Aurora, IL 60506
- Herget Middle School 1550 Deerpath Dr Aurora, IL 60506
(Including vacant land 14 acers)
- Hope Wall 449 W. Indian Trail Aurora, IL 6050

Region 1-Mow & Trim (Weekly) \$ _____

Region 1-Spring Clean Up (1x) \$ _____

Region 1-Fall Clean Up (1x) \$ _____

Region 2-Mow & Trim (Weekly) \$ _____

Region 2-Spring Clean Up (1x) \$ _____

Region 2-Fall Clean Up (1x) \$ _____

THE SCHOOL DISTRICT RESERVES THE RIGHT TO SEPARATE A REGION AND AWARD CONTRACTS TO MULTIPLE VENDORS FOR SERVICES WITHIN THE REGION.

Company Name: _____

Contact: _____

Address: _____

Telephone Number: _____ Fax Number: _____

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE OFFICE OF THE ASSISTANT SUPERINTENDENT FOR OPERATIONS, WEST AURORA SCHOOL DISTRICT 129 WITH THE UNDERSTANDING THAT SAID DISTRICT BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. QUOTATIONS SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BY: _____

TITLE: _____

DATE: _____

SECTION III

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

Date: _____

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

Date: _____

The undersigned hereby certifies that having submitted a bid proposal to School District 129 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

