



**ROCKFORD BOARD OF EDUCATION  
INVITATION TO BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR  
SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

IFB No. **17-05 TREE REMOVAL SERVICES**

DATE: **THURSDAY, JULY 14, 2016**

OFFERS WILL BE RECEIVED UNTIL: **WEDNESDAY, JULY 27, 2016 AT 2:00 PM (CDST)**

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**RE: Invitation for Bid (IFB) No. 17-05 Tree Removal Services.** The purpose of this IFB is to solicit bids for a vendor to remove dead and decaying trees throughout the District. It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

**If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 3rd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.**

Bid Opening: **Wednesday, July 27, 2016 at 2:00 PM (CDST), Rockford Board of Education, 6<sup>th</sup> floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as state is also the time of the public opening. All vendors are welcome to attend the bid opening.

ROCKFORD BOARD OF EDUCATION

By: Tamara Pugh

Purchasing Process Manager

**ROCKFORD BOARD OF EDUCATION  
REQUEST FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR  
SERVICES FOR SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

IFB No. 17-05 Tree Removal Services

Date: July 14, 2016

OFFERS WILL BE RECEIVED UNTIL: 2:00 PM (CDST) on Wednesday, July 27, 2016

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION  
School District No. 205  
501 Seventh Street, 6<sup>th</sup> Fl.  
Rockford, Illinois 61104

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS**

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all prices or bids submitted. One copy of this bid is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of the bid response (including all required forms) on a CD or flash drive in a SEALED envelope with the bid number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE bids are not acceptable and will be rejected as non-responsive.

b.) Bids to be addressed as follows: **Rockford Public School District Purchasing Department  
501 Seventh St., 6<sup>th</sup> Floor  
Rockford, IL 61104  
Attn: Tamara Pugh, Purchasing Process Manager**

The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible Bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this bid and to the performance of the Contract in the event the Bidder is awarded the bid. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference and became a part of this proposal and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a bid agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instruction for All Bids, Bid Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the Terms and Conditions for any variation of this requirement.

**All prices are F.O.B., Rockford, Illinois**, which is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a prototype or first article test item. Items lacking an established commercial market or evidence of substantial sales must be placed in the hands of the Executive Director of Budgeting and Purchasing PRIOR to the date and time of the bid opening.

The successful Bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover ONLY that one purchase order.

On the attached list, please type on the bid sheet(s) the information that is requested. If there is insufficient room for your information on this Bid Sheet(s), please present data on a separate sheet (one item to a sheet).

Any interested party, including all Bidders, may examine the bid summary after bids have been opened and awarded by the Board of Education. Bid summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Bid recaps may also be reviewed by visiting [www.DemandStar.Com](http://www.DemandStar.Com).

Vendor's signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid. Unless notified otherwise, should no offer be received, the firm may be subject to being removed from the Bidder's list.

The above General Conditions and Instructions are applicable to all bids. Additional Terms and Conditions and Specifications are supplied for each bid.

Please address all questions relative to any bid in writing to the Purchasing Process Manager, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 or [tamara.pugh@rps205.com](mailto:tamara.pugh@rps205.com). All request for information must be submitted at least three business days (Monday – Friday) prior to the bid due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the IFB is issued it will be issued via an amendment to the bid and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this bid prior to the closing date, other than to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.**

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.**  
**FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BID.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS FORM:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
City & State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Area Code

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

\_\_\_\_\_  
(Federal Employer Identification) Or Social Security  
Number (See Specification for Determination)

# **LATE BIDS CANNOT BE ACCEPTED!**

## **SEALED BID PROPOSAL**

**BID NO.:** 17-05  
**OPENING DATE:** Wednesday, July 27, 2016  
**OPENING TIME:** 2:00 PM (CDST)  
**DESCRIPTION:** Tree Removal Services  
**ATTN: PURCHASING DEPT.**

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**DATED MATERIAL-DELIVER IMMEDIATELY**

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

**LATE OFFERS CANNOT BE ACCEPTED!**

**STATEMENT OF NO INTEREST - BID**

NOTE: If you are unable to submit a bid for this work, please complete and return this form immediately.

The Purchasing Department of the Rockford School District 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:**

**Bid No. & Name: Bid 17-05 Tree Removal Services**

**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 's list for this commodity/service
- Other (specify below)
- Do you wish to be considered in the future for similar projects?  Yes  No

REMARKS:

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Signature: \_\_\_\_\_ Name & Title: \_\_\_\_\_

Firm: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_  
(Street Address) (City) (State) (Zip-Code)

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

Return to: Executive Director of Budgeting and Purchasing  
Rockford Public School District  
501 7<sup>th</sup> St.  
Rockford, IL 61104

**ROCKFORD PUBLIC SCHOOLS  
REQUIRED BID FORMS CHECK LIST  
Bid/RFP/RFQ No.: 17-05 Tree Removal Services**

**Listed below are the REQUIRED forms all bidders are REQUIRED to submit with sealed bids on or before the bid due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.**

Required Forms	Yes	Comments
Bid Offer Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Certified Cleared Employee List	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Form W-9 Department of the Treasury Internal Revenue Service	<input type="checkbox"/>	
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

**BID-RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of  
(Agent)

\_\_\_\_\_, do hereby certify that neither  
(Contractor)

\_\_\_\_\_ nor any individual presently  
(Contractor)

affiliated with \_\_\_\_\_ has been barred from bidding on a  
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois

Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled

Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

**ROCKFORD PUBLIC SCHOOLS**

**MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION**

**Minority-Owned Business:** a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

**Women-Owned Business:** a business that is at least 51 percent owned by a woman or women who also control and operate it.

**Disabled Owned Business:** a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person’s major life activities and which person or persons control and operate such business.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

**COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR’S BID UNACCEPTABLE.**

- A. Representation.        The offeror represents that it is (     ), is not (     ) a minority-owned business concern.
- B. Representation.        The offeror represents that it is (     ), is not (     ) a women-owned business concern.
- C. Representation.        The offeror represents that it is (     ), is not (     ) a disabled-owned business concern.

Please Check Appropriate Box/Boxes

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> African American (AFRAM)       | <input type="checkbox"/> Caucasian (CAUC)                  | <input type="checkbox"/> Native American (NAAM)           |
| <input type="checkbox"/> Hispanic American (HISP)       | <input type="checkbox"/> Asian-Pacific (ASIAP)<br>American | <input type="checkbox"/> Asian-Indian (ASIAI)<br>American |
| <input type="checkbox"/> Other _____<br>Please identify | <input type="checkbox"/> Woman Owned (W)                   | <input type="checkbox"/> Disabled Owned (D)               |

The offeror has / has not  used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place qualified small, minority, women, disabled-owned business enterprises on solicitation lists
- Ensure that small, minority, women, disabled-owned business enterprises are solicited whenever they are potential sources
- Consider contracting with consortia of small, minority, women, disabled-owned business enterprises when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by small, minority, women, disabled-owned business enterprises
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ FEIN # \_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_



**ILLINOIS STATE BOARD OF EDUCATION**

100 North First Street  
Springfield, IL 62777-0001

**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 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). 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 of Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Original Signature of Authorized Representative*

\_\_\_\_\_  
*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 Excluded Parties List System" at <http://epls.arnet.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.

**ILLINOIS STATE BOARD OF EDUCATION**

100 North First Street  
Springfield, IL 62777-0001

**CERTIFICATE REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
*Organization Name*

\_\_\_\_\_  
*PR/Award Number or Project Name*

\_\_\_\_\_  
*Name of Authorized Representative*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Original Signature of Authorized Representative*

\_\_\_\_\_  
*Date*

# OFAC Compliance

**BID No.:** \_\_\_\_\_

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Original Signature of Authorized Representative

\_\_\_\_\_  
Date

# CERTIFIED CLEARED EMPLOYEE LIST

The undersigned \_\_\_\_\_, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a criminal history records check, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

No.	Last Name	M.I.	First Name	SS # (last four)	Crim. Hst.	Databases

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

This certificate Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public

Commission Expires: \_\_\_\_\_

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# VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

## DISCLOSURE STATEMENT:

All businesses (“Vendors” or “Vendor” or “Vendor’s”) that wish to conduct business with the Rockford Public Schools “RPS” must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor’s preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor’s negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as “Disclosable Persons.”

## CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor’s knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

## VENDOR INFORMATION:

Vendor Name: \_\_\_\_\_

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

\_\_\_\_\_

Vendor Phone Number \_\_\_\_\_

Vendor Email: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

# ROCKFORD PUBLIC SCHOOLS

## VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

### DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

YES, the above statement is true.

NO, the above statement is **NOT** true.

If you checked “YES” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Provide a brief description of the nature of the potential conflict(s) of interest:

### SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

\_\_\_\_\_  
Print the Name of the Vendor’s Authorized Representative

\_\_\_\_\_  
Print the Position Title of the Vendor’s Authorized Representative

\_\_\_\_\_  
Signature of the Vendor’s Authorized Representative

\_\_\_\_\_  
Date

**ROCKFORD BOARD OF EDUCATION**  
**SCHOOL DISTRICT #205**  
501 7<sup>TH</sup> Street  
Rockford, Illinois 61104  
Phone: Area Code 815-966-3098  
Fax: Area Code 815-966-3088



**SUBSTITUTE IRS FORM W-9 – IMPORTANT TAX INFORMATION**

IRS regulations require our School District to have on file appropriate taxpayer identification data concerning you or your firm. This information consists of either a Federal Employer Identification Number (F.E.I.N) or Social Security Number (S.S.N.) and will have their payments reported to the IRS on form #1099–Misc.

Below is the legal name and address for you or your firm as shown on our official records. Please make any necessary corrections. Space is also provided to enter the appropriate tax identification number and to indicate (by checking a box) the correct legal status. Failure to complete and return this form could result in a \$50,000 IRS penalty. In addition, we would be required to withhold 20% of payments due and remit this amount to the IRS until we receive the correct tax data.

**For your convenience we request you fax this form back to sender (or to Purchasing at 815-966-3088). Please do this today so we can both fulfill our reporting obligations and ensure prompt payments.**

Reminder: If LEGAL STATUS is “Sole Proprietorship”, the Taxpayer Identification Number must be either the Social Security Number of the owner or assigned FEIN.

**LEGAL STATUS: (Check One)**

- Corporation
- Limited
- Partner(ship) \_\_\_\_\_ (one owner)
- Religious, Charitable, Educational or Governmental Agency (**circle one**)
- Sole Proprietorship (legal owner’s name):  
\_\_\_\_\_
- Individual
- Other – Please identify: \_\_\_\_\_

**TAXPAYER (federal) ID# -- FEIN or Soc Sec**  
(use the line corresponding to your legal status line)

FEIN: \_\_\_\_\_ - \_\_\_\_\_

FEIN: \_\_\_\_\_ - \_\_\_\_\_

FEIN: \_\_\_\_\_ - \_\_\_\_\_

FEIN: \_\_\_\_\_ - \_\_\_\_\_

FEIN: \_\_\_\_\_ - \_\_\_\_\_ or  
SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Owner’s Social Security Number

SSN: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

FEIN: \_\_\_\_\_ - \_\_\_\_\_

*UNDER PENALTIES OF PERJURY, I CERTIFY THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT, AND COMPLETE.*

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Website & Email address: \_\_\_\_\_

If minority/women owned business, list here: \_\_\_\_\_

**Vendor:** Enter Name and Address Below

Vendor #: \_\_\_\_\_  
School: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders.

**1. BID OPENING.** Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

**2. BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

**3. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope.

**4. ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

**5. RESERVED RIGHTS.** The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. The District reserves the right to waive any minor informality defect in any IFB. Unless otherwise specified, the District will award a bid or reject bids within 60 days. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

**6. INCURRED COSTS.** The District will not be liable for any costs incurred by Bidders in responding to an IFB.

**7. AWARD.** The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.



## GENERAL TERMS AND CONDITIONS

**8. PRICING.** The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded to the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder’s customers generally, or (2) in the successful Bidder’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general price reduction” under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the “price reduction” provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

**9. DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.

**10. SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specified otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an “equal.” The District reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

**11. SAMPLES.** Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder’s name, bid number, item reference, manufacturer’s brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

**12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by amendment. Each Bidder shall ascertain prior to submitting a bid that all amendments have been received and acknowledged in the offer.

**13. INDEMNIFICATION.** The Bidder shall indemnify and hold harmless the District, its agents, officials, and employees from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the District as a consequence of granting the contract.

**14. DEFAULT.** If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

**15. INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the District’s destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder’s warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

## GENERAL TERMS AND CONDITIONS

**16. WARRANTY.** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance shall not relieve the Bidder of its responsibility.

**17. REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**18. ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

**19. COMPLIANCE WITH LAWS AND REGULATIONS.** Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

**20. TERMINATION.** (a) The District may terminate this contract in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified, if the Bidder fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these circumstances does not cure such failure within such period of time as the District may direct, if it is determined the successful Bidder knowingly falsified information provided to the District, if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not, or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.

(b) Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.

(c) The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto.

(d) The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

**21. TERMINATION WITHOUT CAUSE.** Unless otherwise specified in the Invitation for Bid, a contract formed by award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

**22. ASSIGNMENT.** The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

## GENERAL TERMS AND CONDITIONS

**23. FORCE MAJEURE.** The obligations of the Bidder to perform under this contract will be excused during each period of delay caused by acts of God or by shortages of power or materials or government orders which are beyond the reasonable control of the Bidder obligated to perform ("Force Majeure Event"). In the event that the Bidder ceases to perform its obligations under any contract formed by award of bid due to the occurrence of a Force Majeure Event, the Bidder shall: (1) immediately notify the District in writing of such Force Majeure Event and its expected duration; (2) take all reasonable steps to recommence performance of its obligations under this contract as soon as possible. In the event that any Force Majeure Event delays Bidder's performance for more than thirty (30) days following notice pursuant to this contract, the District may terminate this contract immediately upon written notice to the Contractor.

**24. BID CERTIFICATION.** The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

**25. MODIFICATIONS.** This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**26. ADDENDA.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

**27. BINDING EFFECT.** The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

**28. EQUAL OPPORTUNITY EMPLOYER.** The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

## SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Statutes and Regulations, the Statutes and Regulations of the State of Illinois, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **EVALUATION CRITERIA.** Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will be evaluated utilizing the following criteria, but not in any prescribed order.
  - a. Price
  - b. Adherence to these specifications
  - c. Ordering and delivery
  - d. Quality of services
  - e. Contractor past performance
  - f. Service
  - g. Review of references
  - h. Rebate program (provide detailed information)
  - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report)

The District reserves the right to reject any or all bids or to accept the bid or any part of bid, including substitutions, which embraces such combination of proposals as may promote its interest.

3. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

**IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.**

4. **CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX .** The Contractor acknowledge and understand that any bid for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2)
5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a bid or proposal to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a bid by the District.
6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

## SUPPLEMENTAL TERMS AND CONDITIONS

7. **RETURN OF BID INFORMATION.** The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
8. **USE OF PREMISES.** The Bidder shall have access to the relevant District grounds for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder's property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Deviations from the specifications must be supported by documented evidence. These specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible bidder.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided under this Contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This bid requires that the successful Contractor provide all necessary personnel, materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor's performance under a Contract. The Contractor's signature on the Bid Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.
14. **INSURANCE REQUIREMENTS.** All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

**SUPPLEMENTAL TERMS AND CONDITIONS**

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
**Commercial General Liability ****	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1. General Aggregate- Per project	\$3,000,000
2. General Aggregate - Products/ Completed Operations	\$3,000,000
Fire Legal Liability (any one fire)	\$100,000
**Umbrella Excess Liability	\$3,000,000-\$5,000,000*
** Business Auto Liability ****	\$1,000,000

\* Minimum\$3,000,000.00; maximum\$5,000,000.00 as prescribed in the Bid documents.

\*\* An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

\*\*\*\* Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

**15. METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

**16. GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.

## SUPPLEMENTAL TERMS AND CONDITIONS

17. **SCHEDULE OF AWARD.** In order that Contractors may more accurately complete a bid, it is anticipated that the Board of Education will consider the award on this IFB within 60 days of the date of bid opening; the successful Bidder(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF BIDS.** No bid may be withdrawn by a Bidder after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).
19. **VALIDITY OF PRICES.** All bid prices must remain valid and firm on awarded bids until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF BIDS.** In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.
21. **DELIVERIES AND PURCHASE ORDERS.** Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders resulting from an awarded bid and issued by the District are authorized with the signature of the Executive Director of Budget and Purchasing. Issued purchase orders may not be cancelled or altered in any manner by Contractor absent prior written consent of the District.
22. **LOCATION OF DELIVERY.** Delivery is to be made at one (1) location(s) within School District #205. All deliveries must be made between the hours of 8:30 AM and 3:00 PM Monday thru Friday. No deliveries will be accepted on those days observed as a holiday by the Central Administration Offices.
23. **DELIVERY SITE.** The delivery is to be made to the Rockford Board of Education, Operations Center, 1907 Kishwaukee St. Street, Rockford, Illinois 61104-2092.
24. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
25. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
26. **SIGNATURES.** It is required that the Bidder's signature appears on the following forms:
  - a. **Second page of General Conditions and Instructions for All Bids Form**
  - b. **Statement of No Interest (if applicable)**
  - c. **Bid-Rigging Certification**
  - d. **Minority and Women Owned Business Form**
  - e. **Certification Regarding Debarment Form**
  - f. **Certificate Regarding Lobbying Form**
  - g. **OFAC Compliance Form**
  - h. **Vendor Conflict of Interest Disclosure Form**
  - i. **Bid Offer Form**
  - j. **Form W-9 Department of the Treasury Internal Revenue Service**

## SUPPLEMENTAL TERMS AND CONDITIONS

- 27. PAYMENT.** Payment on invoices will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
- 28. WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
- 29. SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
- 30. QUANTITIES.** After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
- 31. BID PROPOSAL.** Bidders must return the following when submitting a sealed bid:
- a. Second page of General Conditions and Instructions for All Bids Form
  - b. Statement of No Interest (if applicable)
  - c. Bid-Rigging Certification
  - d. Minority and Women Owned Business Form
  - e. Certification Regarding Debarment Form
  - f. Certificate Regarding Lobbying Form
  - g. OFAC Compliance Form
  - h. Bid Offer Form
  - i. Vendor Conflict of Interest Disclosure Form
  - j. Form W-9 Department of the Treasury Internal Revenue Service
  - k. Any necessary literature or information
- 32. REJECTED GOODS.** Rejected goods will be returned to the contractor's address at Contractor's risk and expense. Expenses incident to the examination and testing of materials or supplies which have been rejected will be charged to the contractor's account. Contractor will accept and refund full purchase price for all goods that are damaged (non-viable at time of receipt), of inferior quality, or having latent defects not detected prior to acceptance by the District but upon actual use of the product(s).
- 33. CONTRACT.** A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB and any District issued and published amendments thereto. Bids become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain IFBs may require the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.
- 34. TERM OF CONTRACT.** Resultant contract period shall be effective from the date of award through June 30, 2018 plus two (2) one-year option periods beginning on the subsequent July 1st of each option year; provided that the District exercises the option by written notice signed by the Executive Director of Budget and Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.



## SUPPLEMENTAL TERMS AND CONDITIONS

- 35. OPTION YEAR PRICING.** The prices submitted on the solicitation for the base contract year will remain firm through June 30, 2017. Bidders may request an annual price adjustment, in writing no less than 60 days prior to the renewal date. Price adjustments will be made in accordance with lesser of three percent or the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items.

The price adjustment rate will be determined by comparing the lesser of three percent or the percentage difference between the CPI as of December 31, 2015 to the CPI as of the most recent December 31st report.

Contract Renewal Date:	Each July 1st, beginning 2017
CPI Base Index Date Range:	December 31, 2015
First Adjustment Comparison:	December 31, 2015 and December 31, 2016 or three percent
Second Adjustment Comparison:	December 31, 2015 and December 31, 2017 or three percent
Third Adjustment Comparison:	December 31, 2015 and December 31, 2018 or three percent
Fourth Adjustment Comparison:	December 31, 2015 and December 31, 2019 or three percent

**36. OPTION TO EXTEND THE TERM OF THE CONTRACT**

- (a) The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- (b) If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (c) Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- (d) The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- (e) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**37. EVALUATION OF OPTIONS**

- (a) The District will evaluate bids by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- (b) The District may reject a bid if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

- 38. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

- 39. ALTERNATE BIDS.** Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidder may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.

- 40. PREVAILING RATE OF WAGE.** It is required on this bid that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. If applicable, the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

## SUPPLEMENTAL TERMS AND CONDITIONS

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Office of the Board of Education, 501 Seventh Street, Rockford, Illinois 61104.

Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

- 41. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 42. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

## SUPPLEMENTAL TERMS AND CONDITIONS

**43. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time (“Act”). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District, copies of any and all such documents when directed to do by the District. All such documents shall be delivered to the District’s Legal Department NO LATER THAN five (5) working days after the date of the District’s direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

### **44. RECORDS, RETENTION, AUDIT**

- a. Records. The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor’s assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out-of-pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. Retention. The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor’s expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor’s principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District’s right to access and audit the Records in the possession, created or maintained by Contractor’s agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.
- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.

Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor’s cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney’s fees shall also be paid by Contractor.

**QUESTIONS**

Any questions regarding this bid; may be referred to Tamara Pugh, Purchasing Process Manager at [tamara.pugh@rps205.com](mailto:tamara.pugh@rps205.com) or 815-966-3092.

**SPECIFICATIONS**  
**IFB 17-05 TREE REMOVAL SERVICES**

**ORGANIZATIONAL OVERVIEW**

Rockford Public School District #205 (RPS205), located in northern Illinois, is one of the state's largest school districts. The School District covers approximately 165 square miles and serves 29,000 students with three early childhood centers, 32 elementary schools, seven middle schools, five high schools, and three administrative buildings. The District employs over 4,000 employees who work throughout the district. RPS 205 focuses on college and career readiness for all of its students and is one of three **Ford Next Generation Learning Model Communities in the U.S.** It is among the largest school districts in Illinois and the second-largest employer in the Rockford region.

**PURPOSE**

The District is seeking a vendor to remove dead and decaying trees that are on District property. It is the intent of these specifications and contract that a complete working improvement be constructed. All necessary work and materials shall be included; whether specifically called for or implied.

**ESTIMATED TIME LINE**

07/14/2016	Advertisement and Distribution of IFB
07/22/2016	Final Addendum Questions due by 12:00 p.m.
07/25/2016	Final Addendum with responses provided
07/27/2016	IFB Opening, 6 <sup>th</sup> floor conference room 2:00 p.m.
08/09/2016	Recommendations to Board of Education
08/10/2016	Award Letter

**A. TREE REMOVAL**

**1. SCOPE OF WORK**

These Detailed Specifications are for the removal of specified trees and stumps within the designated property boundaries of the District. The contract and work shall be carried out in conformance with the Ordinances of the City of Rockford and these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the District.

**2. LOCATION OF TREE REMOVAL WORK**

Upon award of this contract a certified Arborist, employed by the Bidder, shall evaluate the condition of requested trees on District property. This will commence when directed by the District Maintenance Manager and shall be included at no extra cost to the District. A priority list will be provided to the Bidder by the District Maintenance Manager. The condition of the trees will be put in to one of the four categories below.

- 1) Dangerous and immediate threat to safety.
- 2) Decaying or diseased and should be removed as soon as possible.
- 3) Healthy tree but requires pruning for health or safety.
- 4) Healthy tree with no sign of decay or disease.

**All trees determined to be category (1) (dangerous) will be clearly marked immediately upon evaluation.**

These trees will be marked with an orange dot at the height of four feet (4') six inches (6") above the highest ground level at the tree on two sides. The bidder will have 5 business days to provide the evaluation of all trees on a specified property to the District Maintenance Manager. A tree evaluation may be requested at any time for the life of this contract at no additional to the District. The District will provide the bidder with maps of all properties to be evaluated. The District Maintenance Manager will also provide a priority list in which the evaluations should take place.

It is the bidder's responsibility to notify and make arrangements with the utility company for the removal of branches extending through power and/or telephone lines so removal operations will not be delayed.

**Note: The bidder shall protect sidewalks, curbs, streets, manhole covers and catch basins, housing property and automobiles from the impact of falling wood by the use of limb ground supports when needed. Any and all damage caused by the bidder to private or District property will be repaired or replaced at the bidder's expense.**

**3. TREE PRUNING**

An hourly tree pruning price shall be provided from each bidder. The type of pruning needed will be determined on a case by case basis. Pruning will take place only at the request of the District Maintenance Manager. The hourly charge shall begin once the bidder has arrived on site and cease when pruning has finished. The District will not be charged for commute time or any other costs in addition to this hourly rate.

**4. AVAILABILITY TO PERFORM WORK**

The successful bidder will have a fully staffed tree removal crew available to the District three (3) full days a week, for 8 hours a day, for the life of this contract. This shall include Saturday or Sunday and after normal business hours if necessary to complete work when buildings and property are unoccupied.

**5. COMMENCEMENT OF WORK**

Tree removal will begin when requested by the District Maintenance Manager. No trees shall be removed unless directed by the Maintenance Manager. Once the request for removal has been made all work must be completed within two weeks. A large percentage of trees may need to be removed after school hours, on weekends, or holidays when students and staff are not on the property. This will be included in the contracted price and will be provided at no extra charge to the District.

**6. CLEANUP**

Immediately after removal of a tree has been completed, the area beneath the tree shall be raked and all debris shall be removed from the area. All streets, driveways, and sidewalks shall be swept clean. Care shall also be taken not to damage other trees, shrubs, or lawns during tree removal operations.

**7. REMOVAL OF DEBRIS**

All debris from tree removal operations shall be removed from the site and from the District property within (24) hours after debris has been placed, unless authorized by the District. No on site or District owned areas will be designated as log storage areas. Payment for removal and disposal of debris is to be included in the unit price. Additionally, no debris or logs shall be given to residents since they may harbor the Emerald Ash Borer. Under no circumstances shall debris be left on the property or street over weekends or holidays. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

**8. METHOD OF MEASURING**

Trees to be removed shall be measured per inch of diameter. The diameter shall be measured at a point four feet (4') six inches (6") above the highest ground level at the tree and will be determined by dividing the measured circumference at that point by

3.1416. If a flare or bump is located at the measuring height the diameter shall be determined directly below this area.

## **B. STUMPREMOVAL**

### **1. SCOPE OF WORK**

All trees removed with this bid shall include stump removal by the contractor and will be included in the cost of the tree removal. These Detailed Specifications are for the removal and restoration of these stumps. The contract and work shall be carried out in conformance with these detailed specifications, in effect on the date of invitation for bids.

The bidder shall furnish all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work. The bidder shall be responsible for the cleaning up of the job site and shall repair or restore all structures and property that may be damaged or disturbed during performance of the work to the satisfaction of the District.

### **2. STUMPREMOVAL**

The contractor shall remove all tree stumps and buttress roots related to the tree removal to a point EIGHT inches (8") below the adjacent ground level. Additionally, the contractor shall remove all surface and adjacent subsurface roots as may be necessary to eliminate "humps" or mounds in the ground areas adjacent to the stump. All ground areas are to be left flat and meet original grade. The area will then be backfilled with clean, pulverized topsoil to the level of the adjoining grade and seeded.

### **3. NOTIFICATION TO J.U.L.I.E.**

The Contractor will submit areas to J.U.L.I.E. to be located prior to stump removal. The Contractor **must** submit the information to J.U.L.I.E. three (3) working days prior to the commencement of work to be performed. The Contractor must otherwise comply with all J.U.L.I.E. requirements.

### **4. NOTIFICATION BY CONTRACTOR**

The Contractor shall notify the District or representative when all locations have cleared J.U.L.I.E and prior to beginning work each day on this contract.

### **5. SITE APPEARANCE AND DISPOSAL OF STUMP GRINDINGS**

After grinding (removal) of a tree stump and all associated roots, the Contractor shall remove all stump grindings and associated debris from the site with appropriate tools and equipment for the job. The contractor shall clean up the site and remove all grindings and debris and complete backfilling within TWENTY-FOUR (24) hours of grinding. Grinding debris generated by the work described in this contract shall be the responsibility of the contractor. Stumps, grindings, and debris shall be placed away from the curb and gutter, street, sidewalk, and private property immediately to eliminate hazards to vehicular and pedestrian traffic, and to eliminate damage to private property. Environmentally accepted practices of debris disposal are also an important part of this work.

### **6. BACKFILLING**

All areas where stumps have been removed and areas disturbed by the removal operation shall be backfilled to the level of the adjoining grade with pulverized black dirt (topsoil). This shall occur on the same day grindings are removed; otherwise the site shall be properly barricaded overnight to assure the public safety. All holes must be backfilled within twenty-four (24) hours of debris removal. The Contractor shall supply his own topsoil. The topsoil shall be properly leveled and compacted so as to ensure a minimum of settlement of the backfill material. Grindings (chips) and debris must not be used as backfill material.

## **7. SEEDING**

All adjacent disturbed areas and areas where backfill material was installed shall be seeded. Seed shall be used that matches existing grass species on the property. It shall be the contractor's responsibility to ensure that grass grows in the newly seeded area. Any reseeding or other work needed to ensure the area is properly repaired will be performed at no additional charge to the District.

## **8. SUCKER GROWTH**

In the event that adventitious (sucker) growth should occur, the contractor shall be responsible for regrinding to eliminate sucker growth during a period of one year after initial grinding. Re-grinds must also be restored to grade and reseeded at no additional charge to the District. Care shall also be taken not to damage other trees, shrubs, or lawns during stump removal and restoration operations.

## **C. GENERAL DETAILS**

### **1. EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPARTMENT OF AGRICULTURE)**

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (*Agilus planipennis*) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The contractor shall furnish signed copy of the Illinois Department of Agriculture (IDA) EAB Compliance Agreement to the District, following all provisions pertaining to the proper disposal of ash debris and movement of IDA defined, regulated articles within quarantine zones. The contractor shall abide by any modifications to IDA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from District property and shall become the contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO CIRCUMSTANCES shall logs from any trees be left for homeowners.

### **2. LOCATION OF UTILITIES**

The successful Bidder shall contact J.U.L.I.E. at least seventy-two (72) hours before beginning work. The District Maintenance Manager must be provided with a list of work on a weekly basis to ensure any private lines, not located by J.U.L.I.E. can be marked by the maintenance department. All utilities must be located in the field prior to tree removal. The District bears no responsibility for damage done to existing utilities during the tree removal process. The District Maintenance Manager shall be notified immediately if any underground utility damage occurs. Any damage to underground utilities of any kind shall be immediately repaired at the contractor's expense.

### **3. TRAFFIC CONTROL AND PROTECTION**

Traffic control and protection - the successful Bidder's manner of executing the work or revisions in the phasing of operations may require temporary traffic control devices to be installed. In such cases, all but not limited to, signs, signals, markings, traffic codes, barricades, warning lights, flagmen and other traffic control devices must conform to all provisions of the appropriate standards. The District shall be the sole judge as to the acceptability of placement and maintenance of the traffic control devices prescribed in the appropriate standards. Said temporary traffic control devices shall be considered incidental to the contract and no compensation will be allowed.



#### **4. SAFETY PRECAUTIONS**

The Safety of District students, staff and the general public shall be the number one priority of the successful Bidder at all times. No site shall be left unattended or in a condition where injury could occur at any time. The District reserves the right to stop work at any time, for any reason. Tree removal work will not be performed when students or staff is in the vicinity of the work area. Tree removal near District buildings must be performed when the building is unoccupied. A large percentage of tree removals will need to take place after hours, on weekends and holidays. The successful Bidder shall not be awarded any additional compensation for work that needs to be completed when sites are unoccupied.

The Contractor shall insure that all its employees or agents shall abide by all safety rules or regulations set by the District as well as by general regulations and standards of the industry and in accordance with all applicable federal, state, and local regulations.

#### **5. PROTECTION OF EXISTING FACILITIES**

Existing facilities, including grounds, structures, landscaping, and so forth, shall be protected by the successful Bidder. Any damage to existing facilities shall be reported to the District and shall be repaired, at the Bidders expense, promptly by the successful Bidder when ordered to do so by the District. All repairs of damage to existing facilities shall be made to the satisfaction of the District. Failure to repair damage shall be just cause for withholding payment for work that becomes due.

#### **6. BIDDER'S RESPONSIBILITY**

The successful Bidder shall be responsible for constructing the improvements in accordance with the specifications. The successful Bidder shall have available on the job site at all times during construction, a complete set of specifications with all revisions thereto. The successful Bidder shall employ only workmen skilled in their trade and shall furnish full-time supervision of all construction. An English-speaking superintendent shall be at the site whenever construction is in progress. The superintendent shall have authority to receive and carry out instructions from the District. The lack of a competent superintendent on the site during construction shall be just cause for the District to order the work to cease.

#### **7. MEETING BEFORE WORK BEGINS**

It is mandatory that the Contractor meets with the District Maintenance Manager prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discuss the manner in which work will be proceeding, among other items.

#### **8. EXAMINATION OF SITE**

Bidders shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed under this contract.

The Contractor to whom a contract is awarded will not be allowed any extra compensation by reason of any such matters of things concerning which the Contractor did not inform himself prior to bidding. The successful Contractor must employ, so far as reasonably possible as determined by the District, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

#### **9. CONTRACTOR'S REPRESENTATIVE**

Competent English speaking supervisory personnel shall be present on the job at all times. The supervisory personnel shall have full authority to act for the bidder, and receive and execute orders from the District Maintenance Manager or appointed representative. The Contractor shall properly schedule and train all of its personnel. It is required that the supervisor visit the property where work is being performed on a weekly basis to be sure that it has been completed in a satisfactory manner.

The District reserves the right to have the contractor assign a new contact, supervisor, and/or staff, for the District's account if the current representative(s) are deemed unacceptable.

#### **10. ACCESSIBILITY OF CONTRACTOR**

Contractor shall supply cell phone numbers, daytime office numbers, fax numbers, and pager numbers of supervisors handling this contract. The Contractor shall return all calls or pages within one hour of the District placing the call. On-site response time for complaints must be made within 24 hours of the initial call being made by the District. If a safety concern is identified the Contractor must respond and rectify the problem within one hour of being notified. The Contractor shall update the District Maintenance Manager or appointed designee on work progress no less than once per week. Failure to comply with the accessibility requirements shall be deemed as substandard work and will be subject to the same penalties.

#### **11. WORKERS**

The bidder shall employ competent laborers and shall replace, at the request of the District, any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. The bidder is reminded that his employees are an extension of the District's workforce and they are to work in a courteous and respectful manner. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The District has the right to require a bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

#### **12. SUBLETTING CONTRACT**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of an authorized representative of the District; but in no case shall consent relieve the Contractor from his obligations or change the terms of the contract.

#### **13. ALTERATIONS, OMISSIONS AND EXTRA WORK**

The District reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

#### **14. ARBORIST CERTIFICATION**

There shall be at least one "Certified Arborist" or "Certified Tree Worker" as recognized by the International Society of Arboriculture on the job site at all times.

#### **15. PERIODIC INSPECTION**

The bidder shall notify the District Maintenance Manager by email at the beginning and end of any workday crews are on District property giving the location of that day's work. This notification shall consist of the starting location and work completed for that day. The District Maintenance Manager or District representative will periodically inspect the work and will always be available should any problems arise. The District can be contacted at (815-966-3010).

#### **16. ADDITIONAL WORK**

The District reserves the right to order additional work during the course of construction. Prior to commencing any additional work, the successful Bidder shall submit his/her charges for performing the work and shall not proceed until the District has approved the charges.

#### **17. DEFAULT**

The contract may be canceled or annulled by the District in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. Failure of the Contractor to deliver services within the time stipulated, unless extended in writing by the District, shall constitute contract default.

#### **18. FUEL/OILING**

Spilling gasoline and oil kills the grass. If any spill should occur, the Contractor shall immediately contact the District and commence the appropriate clean up in conformance with any and all applicable regulations. The Contractor shall be responsible for all costs associated with such clean-up and restoration and/or reimbursement for any damages that may occur.

#### **19. SITE CONDITION AND CLEAN-UP**

The successful Bidder shall store materials and equipment where directed by the District and shall move same, if and when it becomes necessary at his/her own expense.

The successful Bidder shall have control over his/her employees' parking of automobiles on the site, and shall provide portable toilet facilities and receptacles for depositing waste paper and garbage. The successful Bidder shall keep the site neat and shall clean up any debris when directed to do so by the District. Upon completion of the improvement, the site shall be left in a condition acceptable to the District. Failure to keep the site neat or clean-up debris when directed shall be just cause for withholding payment due the successful Bidder and final acceptance will not be made until the site is in a condition acceptable to the District.

#### **20. TRESPASS ON LAND**

The successful Bidder shall confine his/her operations and storage of materials and equipment to District property. The successful Bidder shall exercise extreme caution so as not to trespass upon property of third parties not involved in the contract. In the event that the successful Bidder is to enter upon the property of third parties in the execution of the work, he/she shall obtain written permission prior to doing so, and submit evidence of said written permission to the District.

#### **21. PROTECTION OF PUBLIC**

The Bidder shall erect and maintain sufficient signs, barricades, lights and fences and shall employ competent flagmen and watchmen to warn and guard the public against the hazards created by the tree removal process. The Bidder shall not allow hazardous conditions to remain without affording adequate protection to the public. If, in the opinion of the District, a hazardous condition exists and the Bidder fails to correct the condition, or to protect the public, the District may order the necessary precautions to safeguard the public, the cost of which will be deducted from payments due the Bidder. Flagrant disregard for the safety of the public shall constitute just reason for the District to order cessation of work.

#### **22. GUARANTEE**

All work and materials furnished under this contract shall be guaranteed by the Bidder against defects, failure, improper performance and non-compliance with the contract documents for a period of one (1) year after completion and acceptance of the work under this contract. During the guarantee period, the Bidder shall repair and replace, at his/her own expense, when so ordered by the District, all work that develops defects whether these defects may be inherent in the functioning of the piece of operating equipment, materials furnished or workmanship performed. Any equipment or material that is repaired or replaced shall have the guarantee period extended one (1) year from the date of the last repair or replacement.

**23. ACCEPTANCE**

The work shall not be accepted by the District until the District has determined that all work is complete and in accordance with the specifications.

**24. CONTRACT PERIOD**

The initial contract shall be from the date of award through June 30, 2018 plus two (2) one-year option periods beginning with the subsequent July 1<sup>st</sup> of each option year.

**25. COSTS**

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the District for all work involved in the respective items. This cost also includes all proposal preparation costs, insurance, royalties, transportation charges, use of all tools and equipment, superintendent, overhead expense, inspection costs, all profits and all other work services and conditions necessarily involved in the work to be done in accordance with the requirements of the contract documents considered severally and collectively.

**26. BILLING & PAYMENT**

Bills for services rendered shall itemize each tree's location, date removed and diameter of the tree. An invoice will be submitted to the District on a weekly basis.

Final payment will be made when the work is accepted by the District. The Bidder shall submit final waivers-of-lien covering all labor, material, equipment, services and so forth, prior to receiving final payments.

**BID OFFER FORM**  
**BID No. 17-05 Tree Removal Services**

Contractor agrees to hold firm the prices offered throughout the first contract period ending June 30, 2017. For each subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, Contractor may increase the price no more than the Consumer Price Index (CPI) of the price in effect during the previous twelve (12) month period. In the event of any price decrease during the term of this contract, Contractor will reduce the contract price by the same percentage reduction as such price decrease. Any change in price must be submitted to the District by the contractor at least 60 days prior to the anniversary date of the contract. If no price changes are submitted, the district will assume prices are firm for the next 12 months.

The undersigned bidder declares he/she has clearly examined the attached General Terms and Conditions, Supplemental Terms and Conditions, Specifications, and Bid Form for the Rockford Public School District's request for Tree Removal Service at the following locations.

SECTION A (TREE REMOVAL)			
Diameter Class	Quantity of Trees to be Removed	Unit Cost	Extended Price per Quantity
0-5"	45	\$ _____	\$ _____
6-10"	28	\$ _____	\$ _____
11-15"	41	\$ _____	\$ _____
16-20"	64	\$ _____	\$ _____
21-25"	43	\$ _____	\$ _____
26-30"	29	\$ _____	\$ _____
>31"	7	\$ _____	\$ _____

Section A Subtotal: \$ \_\_\_\_\_

- \* Contractor will be paid on actual quantity of trees removed.
- \* Written approval from RPS 205 required prior to all tree removals
- \* Stump removal and ground restoration shall be included in tree removal price.

SECTION B (PRUNING)			
	Hours of Pruning Needed	Unit Cost	Extended Price for Pruning
	100	\$ _____ hr.	\$ _____

Section B Subtotal \$ \_\_\_\_\_

- \* Contractor will be paid on actual hours of pruning performed, and shall include the cost for the entire crew.

Section A subtotal: \$

Section B Subtotal: \$

Lump Sum Grand Total: \$

- \* Contract will be awarded based on the Lump Sum Grand Total of Sections A and B.

**BID OFFER FORM**

**ADDENDUM RECEIPT(S):**

We acknowledge the receipt of Addendum Number (s) \_\_\_\_\_

**REFERENCES:**

Offeror to provide three references of similar type work that would qualify your firm for this project

\_\_\_\_\_  
Company Name/Address/Phone Number/Contact Person

\_\_\_\_\_  
Company Name/Address/Phone Number/Contact Person

\_\_\_\_\_  
Company Name/Address/Phone Number/Contact Person

**BID SUBMITTED BY:**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State & Zip Code**

\_\_\_\_\_  
**Phone No.**

\_\_\_\_\_  
**E-mail**