



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

IFB No. **18-12 SNOW AND ICE REMOVAL**

DATE: **SEPTEMBER 25, 2017**

OFFERS WILL BE RECEIVED UNTIL: **THURSDAY, OCTOBER 12, 2017 AT 3:00 P.M. CDST**

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**RE: Invitation for Bid (IFB) No. 18-12 Snow and Ice Removal.** The purpose of this Invitation for Bid is to solicit bids to contract with a reliable contractor to provide snow removal and ice control for all surfaces in designated areas in the District.

**MANDATORY PRE-BID MEETING:** Monday, October 02, 2017 at 10:00 a.m. (CDST), at Operations Support Center, 1907 Kishwaukee Street, Rockford Illinois 61104.

**IFB Opening: Thursday, October 12, 2017 at 3:00 p.m. (CST) Rockford Board of Education, 3rd floor Conference Room#2, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

**If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 2nd floor prior to coming to the 3rd floor. Please allow time for this as late submission will not be accepted.**

Copies of the bidding documents are available from Onvia DemandStar or by download from the on District's Purchasing Bids-RFPs webpage at [www.rps205.com](http://www.rps205.com).

Refer all questions relative to the business aspect, Instructions to Bidders, Special Conditions, and questions concerning the technical aspect of the documents to Rickey Sparks via email at [rickey.sparks@rps205.com](mailto:rickey.sparks@rps205.com). During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff, by telephone to inquire about the bidding process or any of the details contained in the Bid Package. **Communication with District representatives in a manner other than identified herein may result in disqualification.**

ROCKFORD BOARD OF EDUCATION

By: Rickey Sparks  
Director of Purchasing

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

IFB No. 18-12 Snow and Ice Removal

Date: September 25, 2017

OFFERS WILL BE RECEIVED UNTIL: 3:00 PM (CDST) on Thursday, October 12, 2017

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: Purchasing Department**

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 select the bid that in its judgment is in the best interest of the District and 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, 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 pro-type or first article test item. Items lacking an established commercial market or evidence of substantial sales must be placed in the hands of the Director of 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.

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 via email to the Purchasing Department, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 or [rickey.sparks@rps205.com](mailto:rickey.sparks@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)

**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**

**SEALED BID PROPOSAL**

**BID NO.: IFB 18-12**  
**OPENING DATE: Thursday, October 12, 2017**  
**OPENING TIME: 3:00 PM (CDST)**  
**DESCRIPTION: Snow and Ice Removal**  
**ATTN: PURCHASING DEPT.**

**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 AND WILL NOT BE  
ACCEPTED!**

**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**  
**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: IFB 18-12 Snow and Ice Removal**

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

- |                                                                                                                                                    |                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Too busy at this time                                                                                                     | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Bond requirement                                                                                                          | <input type="checkbox"/> Not engaged in this type work |
| <input type="checkbox"/> Insurance requirement                                                                                                     | <input type="checkbox"/> Site location too distant     |
| <input type="checkbox"/> Length of time required to obtain payment                                                                                 |                                                        |
| <input type="checkbox"/> Project is: <input type="checkbox"/> Too large <input type="checkbox"/> Too small                                         |                                                        |
| <input type="checkbox"/> Remove us from your list for this commodity/service                                                                       |                                                        |
| <input type="checkbox"/> Other: Specify below in Remarks section                                                                                   |                                                        |
| <input type="checkbox"/> Do you wish to be considered in the future for similar projects? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                        |

REMARKS:

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

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

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

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

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

Return to:            Purchasing Department  
                          Rockford Public School District No. 205  
                          501 7<sup>th</sup> St. Rockford, IL 61104



# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## 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 American (ASIAP) | <input type="checkbox"/> Asian Indian (ASIAI) American |
| <input type="checkbox"/> Other, 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 Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses 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 Minority-Owned Businesses.
- 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.

_____	_____
<i>Organization Name</i>	<i>PR/Award Number or Project Name</i>
_____	_____
<i>Name of Authorized Representative</i>	<i>Title</i>
_____	_____
<i>Original Signature of Authorized Representative</i>	<i>Date</i>

**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*

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## OFAC Compliance

### **BID/RFP No.: IFB 18-12 Snow and Ice Removal**

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.

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Organization Name

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Name of Authorized Representative

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Title

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Original Signature of Authorized Representative

---

Date

**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**  
**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 SCHOOL DISTRICT NO. 205  
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

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**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).

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YES, the above statement is true.

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

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

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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

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

\_\_\_\_\_  
Date



**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**

**HOLD HARMLESS AGREEMENT**

It is hereby agreed and understood that the Contractor agrees to defend, hold harmless and indemnify Rockford Public School District No. 205, or any officer, agent, servant or employee of the Rockford Public School District No. 205 from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

a) Any injury to person or damage to property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform Under the contract, except for such injury or damage wherein it is finally determined that the Rockford Public School District No. 205, its officers, agents, servants or employees were grossly negligent or committed willful misconduct;

(b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract;

(c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Rockford Public School District No. 205, or any officer, agent, servant or employee of the Rockford Public School District No. 205 in connection with the contractor’s performance or failure to perform under the contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Rockford Public School District No. 205, or any officer, agent, servant, or employee of the Rockford Public School District No. 205 on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Rockford Public School District No. 205, or any officer, agent, servant, or employee of the Rockford Public School District No. 205 arising out of any such claim or demand. The assumption of defense, indemnity, liability and loss hereunder shall survive contractor’s completion of service or other performance hereunder and any termination of this contract.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined that the Rockford Public School District No. 205, its officers, agents, servants or employees were negligent or committed willful misconduct.

Print Name of Vendor’s Authorized Representative	Print Title of Vendor’s Authorized Representative
Signature of the Vendor’s Authorized Representative	Date

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

Notary Public  
Commission Expires: \_\_\_\_\_

**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.

<p><b>LEGAL STATUS: (Check One)</b></p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Limited</p> <p><input type="checkbox"/> Partner(ship) _____ (one owner)</p> <p><input type="checkbox"/> Religious, Charitable, Educational or Governmental Agency (<b>circle one</b>)</p> <p><input type="checkbox"/> Sole Proprietorship (legal owner’s name): _____</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Other – Please identify: _____</p>	<p><b>TAXPAYER (federal) ID# -- FEIN or Soc Sec</b> (use the line corresponding to your legal status line)</p> <p>FEIN: _____ - _____</p> <p>FEIN: _____ - _____</p> <p>FEIN: _____ - _____</p> <p>FEIN: _____ - _____</p> <p>FEIN: _____ - _____ or SSN: _____ - _____ - _____ Owner’s Social Security Number</p> <p>SSN: _____ - _____ - _____</p> <p>FEIN: _____ - _____</p>
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*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: \_\_\_\_\_

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## BIDDER'S CERTIFICATIONS

### NON-COLLUSION AFFIDAVIT

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

This individual further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)/Date

### EQUAL OPPORTUNITY

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

---

Name of Bidder (Please Print)

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Submitted by (Signature)/Date

### SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)/Date

### NO SMOKING

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the District's no smoking policy at all times during performance of the Contract.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)/Date

### DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify through the undersigned, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

---

Name of Bidder (Please Print)

---

Submitted by (Signature)/Date



# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## BIDDER'S CERTIFICATIONS

### GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. The undersigned also certifies that he or she has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of a Contract will create a binding Contract.
2. He or she is the duly authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity, in good standing with the State of Illinois:  
  
\_\_\_\_\_. Bidder is duly authorized by the State of Illinois to conduct business in Illinois. Bidder is currently listed on the Winnebago/Boone County Educational Service Region's approved list of bus companies.
5. Bidder confirms they operate in compliance with HIPAA, FERPA and all other legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on this Bid Form are true, complete, and accurate. All documents attached to and submitted with this Bid Form are true, complete, and authentic.
8. Attached hereto is Bidder's current financial statement, which has been certified by a Certified Public Accountant.
9. Bidder hereby offers and agrees to furnish the services and equipment specified in this Bid Package, during the term specified in the Bid Package, at the rates stated in the Bid Form, and subject to the attached General Instructions, General Terms and Conditions, Supplemental Terms and Conditions, Specifications, and the other requirements of the Bid Package, including Addenda, if any.
10. This Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

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Name of Bidder (Please Print)

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Submitted by (Signature)/Date

## 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, strikeouts 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, a valid email 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 or defect in any IFB. Unless otherwise specified, the District will award a bid or reject bids within 90 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 provided, the District at its discretion may elect to require a formal written contract in which event the bidding contract is not formed until the written contract is signed.

**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.

## **GENERAL TERMS AND CONDITIONS**

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 save, indemnify and hold the District and its Board of Education, its officers, members, agents, officials, and employees harmless from and against all liabilities, losses, damages, claims, suits, actions and causes of action, costs and expenses (including, without limitation, attorney's fees and other costs and expenses incident to any suit, action, cause of action or proceeding) which may accrue or rise against the District and/or its Board of Education related to granting the contract including Bidder's performance or nonperformance thereof, Bidders negligent or intentional act or omission, and the acts or omissions of any of Bidder's employees, agents, subcontractors or others acting by or through Bidder. This indemnification shall survive completion, expiration or other termination of 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. 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.

**This section left blank intentionally**

## 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 (if applicable)
  - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report, if requested)

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 acknowledges and understands 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.
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.

## SUPPLEMENTAL TERMS AND CONDITIONS

- 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.

During the term of the Contract, Contractor shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them.

## SUPPLEMENTAL TERMS AND CONDITIONS

The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Bid Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. 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:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability A. Each Accident B. Each Employee-disease C. Policy Aggregate-disease	\$1,000,000 \$1,000,000 \$1,000,000
**Commercial General Liability **** A. Per Occurrence B. General Aggregate 1. General Aggregate- Property 2. General Aggregate – Per project 3. General Aggregate - Products/ Completed Operations	\$1,000,000 \$5,000,000 \$3,000,000 \$3,000,000
Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined
Uninsured Motorist Coverage	\$150,000 per person, \$500,000 aggregate
Fire Legal Liability (any one fire)	\$100,000
General 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.



## SUPPLEMENTAL TERMS AND CONDITIONS

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.
- 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. 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.
- 22. 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.

## SUPPLEMENTAL TERMS AND CONDITIONS

- 23. SIGNATURES.** It is required that the Bidder's signature appears on ALL the following forms:
  - a. **Second page of General Conditions and Instructions for All Bids Form**
  - b. **Bid-Rigging Certification**
  - c. **Minority and Women Owned Business Form**
  - d. **Certification Regarding Debarment Form**
  - e. **Certificate Regarding Lobbying Form**
  - f. **OFAC Compliance Form**
  - g. **Vendor Conflict of Interest Disclosure Form**
  - h. **Form W-9 Department of the Treasury Internal Revenue Service**
  - i. **Bidder's Certifications**
  - j. **Bid Offer Form**

- 24. PAYMENT.** Payment on proper invoices submitted by contractor 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 invoice approval by the District. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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. Bid-Rigging Certification
  - c. Minority and Women Owned Business Form
  - d. Certification Regarding Debarment Form
  - e. Certificate Regarding Lobbying Form
  - f. OFAC Compliance Form
  - g. Vendor Conflict of Interest Disclosure Form
  - h. Form W-9 Department of the Treasury Internal Revenue Service
  - i. Bidder's Certification
  - j. Bid Offer Form
  - k. Any required literature or information

### **SUPPLEMENTAL TERMS AND CONDITIONS**

- 29. 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.
- 30. TERM OF CONTRACT.** Resultant contract period shall be from the effective date of award through June 30, 2020 plus two (2) one-year option periods beginning on the subsequent July 1<sup>st</sup> of each option year; providing that the District exercises the option by written notice signed by the Director of 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.
- 31. 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 five (5) years.

### **32. 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.

**33. 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.

**34. 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.

## SUPPLEMENTAL TERMS AND CONDITIONS

- 35. 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 ( if applicable) 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.

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.

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email.

- 36. 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.

- 37. 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.

## SUPPLEMENTAL TERMS AND CONDITIONS

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.

**38. 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 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.

### **39. 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.

## **SUPPLEMENTAL TERMS AND CONDITIONS**

- d. 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**

During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff, by telephone to inquire about the bidding process or any of the details contained in the Bid Package. These inquiries must be emailed to [rickey.sparks@rps205.com](mailto:rickey.sparks@rps205.com). **Communication with District representatives in a manner other than identified herein may result in disqualification.**

## INVITATION TO BID

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<b>Project</b>	Bid 18-12 Snow and Ice Removal
<b>Location</b>	Rockford Public School District Properties
<b>Owner</b>	Rockford Public School District 205 501 Seventh Street Rockford, Illinois 61104
<b>Bid Scope</b>	To contract with a reliable contractor to provide snow removal and ice control for all surfaces in designated areas in the District
<b>Bid Due Date</b>	3:00 P.M. ( <u>CDST</u> ), <u>Thursday, October 12, 2017</u>
<b>Pre-Bid Meeting</b>	Mandatory Meeting: 10:00 AM (CDST), Monday, October 02, 2017; at Operations Support Center, 1907 Kishwaukee Street, Rockford, IL 61104
<b>Addendums</b>	Last RFI accepted; 12:00 P.M. (CDST), Wednesday, October 04, 2017 Last Addendum issued; 4:30 P.M. (CDST), Friday, October 6, 2017
<b>Other Key Dates</b>	Tuesday, October 24, 2017; RPS Board Meeting Wednesday, October 25, 2017; Award / Notice to Proceed
<b>Bid Security</b>	5% of Base Bid.
<b>Obtain Bid Documents By</b>	Emailing the District's Purchasing Department, by downloading from the on District's Purchasing Bids-RFPs webpage at <a href="http://www.rps205.com">www.rps205.com</a> , or by contacting the following:

## INVITATION TO BID

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Onvia Demandstar

BHFX Digital Imaging and Printing  
1404 21st Street  
Rockford, IL 61108  
P. (815) 397-8800  
F. (815) 397-8844  
[rockford@bhfx.net](mailto:rockford@bhfx.net)

DG Digital Printing  
214 N. Rockton Avenue  
Rockford, IL 61103  
P. (815) 961-0000  
F. (815) 961-0004  
<http://www.dgdplanroom.com/>

YCS Printing, Inc.  
305 E. Riverside Blvd.  
Loves Park, IL 61111  
P. (815) 636-2058  
F. (815) 636-2059  
[print@ycsprinting.com](mailto:print@ycsprinting.com)

**Performance Bond and Labor  
And Material Payment Bond**

Furnish in the amount of  
100% of the Contract after award.

**Rights Reserved by Owner**

The Owner reserves the right to waive any irregularities and/or reject any or all bids when, in the opinion of the Owner, such action will serve the best interests of the Owner.

**Withdrawal of Bids**

No bid may be withdrawn for a period of 60 days after the opening of bids without written consent of the Owner.



# ROCKFORD PUBLIC SCHOOLS REQUIRED BID FORMS CHECK LIST

## Bid No.: 18-12 Snow and Ice Removal

**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"/>	
Bidder's Certification	<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 forthcoming BEFORE you start on the project, if awarded the contract.
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.

**Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.**

<input type="checkbox"/> Performance Bond (100% of Contract)	
--------------------------------------------------------------	--

**BID OFFER FORM**

**Bid No. 18-12 Snow Removal & Ice Control Service**

Contractor agrees to hold firm the prices offered throughout the first contract period ending June 30th 2018. 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 the 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 sixty (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 twelve (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 Snow Removal & Ice Control Service at the following locations.

Contractor Name

---

Address

---

Each location to be priced individually.  
Snow must be cleared before 6".

**X**

Bidder:

Please check box and sign above to certify bidder has visited all sites bid upon.

Hourly Rate Block

Skid Steer Loader & Operator Per Hour \$\_\_\_\_\_/hr

Front End Loader & Operator Per Hour \$\_\_\_\_\_/hr

Dump Truck w/ Plow/ Salt Spreader & Operator  
Per Hour \$\_\_\_\_\_/hr

Pickup Truck w/ Plow/ Salt Spreader & Operator  
Per Hour \$\_\_\_\_\_/hr

Please circle only the Blocks you have bid upon.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 ALL

Each location to be priced individually.  
Snow must be cleared before 6".

Board of Education  
Rockford Public School District 205  
Rockford Illinois  
IFB No. 18-12 Snow Removal & Ice Control Service

Each location to be priced individually.  
Snow must be cleared before 6".

Block 1

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Auburn	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kennedy	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Mcintosh	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Block 2

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Guilford	\$_____	\$_____	\$_____	\$_____	\$_____
Spring Creek	\$_____	\$_____	\$_____	\$_____	\$_____
Brookview	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Block 3

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
East	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
East Sidewalk	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Nelson	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lincoln	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Block 4

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Jefferson	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".



**Block 5**

**All plowing rates quoted include salt application per salting specification**

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
West	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Welsh	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Summerdale	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Block 6

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Eisenhower	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Marsh/Montessori	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Carlson	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Block 7

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Flinn	\$_____	\$_____	\$_____	\$_____	\$_____
Whitehead	\$_____	\$_____	\$_____	\$_____	\$_____
Hillman	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Each location to be priced individually.  
 Snow must be cleared before 6".

Board of Education  
 Rockford Public School District 205  
 Rockford Illinois  
 IFB No. 18-12 Snow Removal & Ice Control Service

**Block 8**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Roosevelt	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Nashold	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Froberg	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Riverdahl	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 9**

**All plowing rates quoted include salt application per salting specification**

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Thompson	\$_____	\$_____	\$_____	\$_____	\$_____
Rolling Green	\$_____	\$_____	\$_____	\$_____	\$_____
Fairview	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 10**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Gregory	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
White Swan	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Cherry Valley	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 11**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Marshall Elementary	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Marshall Middle	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 12**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Conklin	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Westview	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".



**Block 13**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Bloom	\$_____	\$_____	\$_____	\$_____	\$_____
Johnson	\$_____	\$_____	\$_____	\$_____	\$_____
Walker	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 14**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Page Park	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Dennis	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 15**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
RESA	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lathrop	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 16**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Ellis	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Lewis Lemon	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 17**

**All plowing rates quoted include salt application per salting specification**

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
King	\$_____	\$_____	\$_____	\$_____	\$_____
Washington	\$_____	\$_____	\$_____	\$_____	\$_____
Barbour	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 18**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
Haskell	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kishwaukee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Beyer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Totals	\$ _____ X3	\$ _____ X3	\$ _____ X1	\$ _____ X1	\$ _____ X1
Evaluation Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		Grand Evaluation Total	\$ _____		

Each location to be priced individually.  
 Snow must be cleared before 6".

**Block 19**

All plowing rates quoted include salt application per salting specification

	A Plow & Salt 1.0" - 3.0"	B Plow & Salt 3.1 – 6.0"	C Plow & Salt Drive Lanes Only, Per Occurrence	D Plow & Salt Sidewalks Per Occurrence	E Salt Only Per Event
501 7 <sup>th</sup> Street	\$_____	\$_____	\$_____	\$_____	\$_____
Totals	\$_____	\$_____	\$_____	\$_____	\$_____
	X3	X3	X1	X1	X1
Evaluation Total	\$_____	\$_____	\$_____	\$_____	\$_____
		Grand Evaluation Total	\$_____		

Block "19" only includes The District's Administration Building and as such has special provisions.

Lots 1 & 4, as identified on the map, are to be cleared daily during snow events at 6am, 11am and 4pm, this includes drive lane and contractor sidewalk service.

On Saturday afternoons by 4:00 pm in addition to the initial pre 6:00 am clearing. All lots are to be salted with 100% of the pavement being clear of ice & snow within 12 hours on ALL occurrences.

Each location to be priced individually.  
 Snow must be cleared before 6".

Board of Education  
Rockford Public School District 205  
Rockford Illinois  
IFB No. 18-12 Snow Removal & Ice Control Service

Each location to be priced individually.  
Snow must be cleared before 6".



# SPECIFICATIONS

## Snow Removal and Ice Control Service

### **SCOPE**

The Contractor shall furnish all labor, materials, salt, supervision, equipment, tools and incidentals required to complete snow removal and salting operations of all surfaces in designated areas as defined on the site specific removal diagram. These surfaces include paved parking areas, paved playgrounds, interior roadways and designated sidewalks. After the bid is awarded, additional meetings may take place to review specific details and other details as needed.

### **CONTACT INFORMATION**

The Contractor must supply the Rockford Public School District 205 (subsequently referred to as The District) with the contact information of the owner as well as the immediate foreman in charge of the snow removal crews. The District must be able to contact both Contractor representatives via cell phone, text message and e-mail. The District will provide the Contractor with the contact information of the Maintenance Manager overseeing this contract.

### **INVOICE REQUIREMENTS**

Invoices will be prepared and sent to The District for processing on a weekly basis. All invoices shall be from the previous week's events with the totals matching the snow amount reported by the weather service. Invoices must contain the date and location/block of the service provided along with the contract price for the service. The purchase order number must be included on the invoice. In general, one invoice should be submitted for each snowfall.

### **SNOWFALL MEASUREMENT**

The billable amount for snow removal is based upon the amount of snow that has fallen. There are times when one side of town appears to have a different amount of snow than the other. The snowfall amount for any event will be determined by the readings provided by the National Weather Service for the Chicago Rockford International Airport (KRFD). The URL is as follows:

<http://www.nws.noaa.gov/view/prodsByState.php?state=IL&prodtype=public>

In addition to this site, Weather Underground provides the weather history for any given day, which includes precipitation and snow fall amounts. The URL is as follows:

<http://www.wunderground.com/history/airport/KRFD/2014/2/16/DailyHistory.html>

These sites listed above will be the final determining factor in the snowfall amount if a dispute should arise. If there is a slight discrepancy between the two weather sites, the highest amount will be used to determine the billable snowfall amount.

### **TIME AND SCHEDULE REQUIREMENTS**

The District requires that all locations, under this contract, must be cleared of snow and salted by 6:00 a.m. daily, including weekends and holidays. **Snow must not accumulate more than 6" before starting plowing operations.** All schools, within the block of schools that has been awarded to the Contractor, must be able to be completed within 4 hours of starting the snow removal process or being notified to start the removal process. The contractor is responsible to plan, staff and supervise the snow removal operation to meet the 4 hour time requirement.

It is imperative that The District receive timely service in the event of snowfall. If snow continues to fall past 6:00 a.m., it is the responsibility of the contractor to contact the Maintenance Manager overseeing this contract. There may be times when snow removal on paved playgrounds will be postponed until all main drives and parking areas are completed. Also, the Maintenance Manager contact the contractor to communicate the needs for additional snow removal anytime during the day.

The afternoon, evening or weekend start times for snow removal operations will vary by building, dependent upon the weather conditions as well as planned school activities.

**(The deadline of 6:00 a.m. for completion is consistent with all locations.)**

### **ON CALL**

The District requires a response time of one hour or less for arrival at a site to plow and salt in case of emergency or unforeseen school activities. This service will be paid on an “on-call” basis and may not require full site snow removal. Should this be the case, the Maintenance Manager will identify the area/areas to be completed. i.e. sidewalks, driving lanes, full site. This will be billed on an hourly basis per visit to the site as needed.

### **SNOW REMOVAL EQUIPMENT & FLEET REQUIREMENTS**

Snow removal is to be performed using standard acceptable industry practices. The Bidder accepts all responsibility to have proper equipment and manpower to address all sites awarded in this bid. The District will require a list of equipment from each contractor and may request an inspection of the equipment to ensure compliance with the specifications. Salt spreading equipment must be capable of spreading road salt only. **Small tailgate mounted spreaders for pickup trucks are not acceptable.**

**All vehicles must be properly equipped with safety notification equipment (amber lights, backup alarms etc.) All vehicles, including sub-contractor vehicles, must be clearly marked to properly identify the represented snow removal company.**

### **SALT**

Road salt only is to be used on all driveways, parking lots, and playgrounds that are immediately adjacent to parking lots, bus loading zones or as identified on the site specific removal diagram. The storage and application of the salt is the responsibility of the Contractor. Ice-melt must be used on all sidewalks directly adjacent to plowed areas, as well as site specific sidewalks which are identified on the maps.

The amount of salt used to melt the residual snow or ice is dependent upon the weather conditions. The contractor is to achieve 85% snow/ice removal from all surfaces within 12 hours of the completion of the snow removal process. If the 85% removal figure is not met, the contractor shall re-apply salt to meet the removal requirement, at no additional cost to The District. When salting paved areas the entirety of the area will be salted, not just the walking/driving areas. The use of enhanced salt capable of melting ice or snow at lower temperatures is highly recommended.

### **SNOW REMOVAL AND SALTING OPERATIONS**

The maps provided for the bid process are intended as specific directions on “how to” and “where” to push snow. They are **not** suggestions. The contractors are expected to use their expertise to follow rather than replace the maps. Copies of these maps are to be in all snow removal vehicles. This is to ensure that no sidewalks, walking paths, doorways, handicap ramps, garbage enclosures etc. are obstructed. This will also ensure a minimum number of parking spots are lost to snow storage.

Snow plowing and salt applications include driveways, parking lots and paved playground areas. Also included are sidewalks that are immediately adjacent to parking lots, bus loading zones or as identified on the site specific snow removal diagrams. All driveways, parking lots, playground and sidewalks are to be salted to achieve 85% percent of the pavement being clear of ice & snow within 12 hours of plowing on all occurrences. Road salt is required to be used. Anti-icing or other technology may be included in proposal if offered. Ice and frosting conditions need to be salted by 6:00 am any day of the week. Snow plowing and salting applications are to commence upon the direction of the Maintenance Manager overseeing the contract each and every time.

### **DAYTIME SNOW REMOVAL**

In the event where snow falls or continues to fall throughout the day, the contractor must be available to do driving lane, sidewalk or full site cleanup if called to do so. If this is needed, The District would contact the contractor.  
*(Drive Lanes are defined as areas that are not designated for parking/ non-stripped areas.)*

### **SNOW PILES**

It is the responsibility of the contractor to ensure snow piles are placed as shown on the maps. Deviation from the maps may only be approved by the Maintenance Manager, prior to placement. Piles that are improperly placed are required to be moved within 4 hours of notification of the mistake; should the contractor fail to move the incorrect pile within the given amount of time, The District reserves the right to remove the pile at the Contractor's expense. This work will be performed by RPS205 in house staff and billed @ \$200.00 per hour and deducted from contract pricing.

### **SNOW RELOCATION ON SCHOOL PREMISES**

In the event that an extreme amount of snowfall occurs, it may be necessary to relocate snow piles. If needed, snow will be relocated from parking lots or playgrounds to designated open areas on the same property. The Bid Form has a specific section which includes the hourly rate for the contractors' equipment and labor to complete this task if requested. The ability to move large amounts of snow is a requirement to qualify the bidder for snow removal.

### **SITE CONDITIONS**

The contractor shall verify all areas to be plowed on site. Each school is unique in its needs for snow removal. The contractor is responsible to examine the building sites and ensure the company has full capability to perform the needed job at all locations bid.

### **BLOCK 19 NOTES**

'Block 19' only includes The District's Administration Building and as such has special provisions. Lots 1 & 4, as identified on the map, are to be cleared daily during snow events at 6am, 11am and 4pm, this includes drive lane and contractor sidewalk service.

On Saturday afternoons by 4:00 pm in addition to the initial pre 6:00 am clearing. All lots are to be salted with 100% of the pavement being clear of ice & snow within 12 hours on ALL occurrences.

### **QUALITY ASSURANCE**

The contractor agrees that all requirements set forth by The District are communicated to workers assigned to each block of schools to assure consistency between drivers. If the Contractor has questions, they should be directed to Maintenance Manager posthaste.

### **SAFETY**

The Contractors drivers are expected to use extreme caution when operating snow removal equipment on school grounds. The drivers must be aware of the likely presence of children particularly on playgrounds. While the majority of snow removal operations will take place before and after school hours, there may be times when some school events may be taking place during snow removal operations. Concerns regarding this should be communicated to the Maintenance Manager overseeing this contract.

## **PROPERTY DAMAGE DURING SNOW SEASON, RESTORATION & SPRING CLEANUP**

All property damage must be reported immediately. The Contractor will be required to make repairs to pavement, curbs, signs, fences, posts and grass due to damage caused by improper operation of snow removal equipment. The District reserves the final right to determine the time requirement for the completion of these repairs although generally the completion date will be no later than April 15<sup>th</sup>. These repairs will be evaluated on a site by site basis.

Repairs must be performed by contractors, approved by The District, and must comply with insurance and prevailing wage requirements.

Contractors will be responsible for final cleanup / site restoration after the snow season has ended. This includes, but is not limited to, the restoration of any damaged grass areas, replacement of damaged parking curbs, fencing, signs, posts, or other damage resulting from the snow removal for the season.

All lawn areas disturbed by snow removal operations shall be re-graded to form a smooth transition between the existing lawn and pavement. The contractor will provide pulverized topsoil, seed blanket, and care of grass during establishment period for a complete surface restoration for lawns, parkways, and other areas disturbed as a result of the snow removal operation. This item will be considered incidental to the bid and no added compensation shall be allowed.

## **PREVAILING WAGE / CERTIFIED PAYROLL REQUIREMENTS / INVOICES**

The contractor is required to comply with all provisions of the acts of the General Assembly of the State of Illinois related to Wage Rates, Discrimination and Preference to Illinois workmen. Contractor must pay prevailing wage to all employees during the course of this project. Prevailing wage shall be as scheduled by county for which the work is contracted. Please note it is the full responsibility of the contractor to understand and comply with the prevailing wage labor grade pay scales and requirements.

## **BID FORM**

To qualify for this bid, it is mandatory for the bidder to have five (5) years of experience with snow removal in areas of comparable size. The bidder may be asked to furnish evidence of their experience. Bidders should list the cost for service, for each snowfall range, on the lines provided next to each School. Bids will only be awarded by the blocks as listed. Bidders are asked to submit their lowest price on the sites they are interested in at this time. Bidders must bid on at least three (3) blocks or all school blocks; however, the maximum number of sites awarded to one bidder shall be determined by the Rockford School District. In addition to the blocks bid upon, the bidder **must** list prices in the 'Hourly Rate Block' to be considered.

## **SITE VISITS**

It is the responsibility of the bidder to visit all sites said bidder intends to bid upon prior to submitting their bid. Upon award, the Contractor will accompany the Maintenance Manager to all awarded site to ensure the Contractor is aware of all responsibilities and to allow the Contractor the opportunity to ask any questions they may have.

## **FUTURE CONSTRUCTION**

The intention of The District over the next three (3) years is to improve many of their facilities through additions, reductions and general construction. This may ultimately alter the area, from year to year, that the awarded Contractor is responsible for. **The District reserves the right to add or remove individual line items from blocks as we change our facilities.**

## **HOURLY RATES BLOCK**

This block will be evaluated on its own. Completion of the 'Hourly Rate Block' is mandatory to be considered for this bid. In the event that The District requests additional services not covered in this contract, The District requires predetermined and pre-agreed upon hourly rates. Additionally, knowledge of the Contractor's hourly rates for individual services allows The District to award Blocks based on a more comprehensive and inclusive bid. The District reserves the right to use the lowest responsible bidder, that has submitted the minimum 3 Block bid.

**BLOCK LINE ITEM DEFINITIONS**

**Plow & Salt– Plow Cost increments of snow and salt per plowing and salting specifications.  
(1-3”) inches (3.1-6”) inches**

**Snow must be cleared before reaching 6” reported accumulation.**

**Snow events over 6 inches will be a combination of the two pricing levels.**

*Example: snowfall= 8 inches (First plow at 1-3 + Second plow at 3-6”) = over 6 inch price. .*

Plow & Salt Drive Lanes Only Cost per occurrence plowing specifications in the driving lanes **only**.

Plow/Shovel & Salt Sidewalks per occurrence

Salt Only Per Event – Salt requested areas **without** plowing per salting specification.

**Bid Evaluation**

Bids will be evaluated on:

**3 x column A      3 x column B      1 x column C      1 x column D      1 x column E**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Plow & Salt 1.0” – 3.0”	Plow & Salt 3.1” – 6.0”	Plow & Salt Drive Lanes Only, Per occurrence	Plow & Salt Sidewalks Per occurrence	Salt Only Per Event

The bids will be evaluated on the above shown weighted formula. The purpose of this is to eliminate bid shifting or unbalanced bidding.

The undersigned bidder declares he has carefully examined the attached General Conditions, Specifications, and Bid Form for the Rockford School District’s request for General Maintenance tasks at the following locations.

**X**

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Bidder Signature

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**EQUIPMENT LIST**

Please list specific pieces of snow removal equipment, including vehicles, trailers, walk behind and riding equipment. List only those which are currently owned or leased by you or your company. (Proof of ownership may be required.) Use additional sheets of paper if needed.

**Primary Equipment**

Description	Make/Model/Year	Quantity
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		

**Backup Equipment**

Description	Make/Model/Year	Quantity
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		
6. _____		
7. _____		
8. _____		
9. _____		
10. _____		