

KEENEYVILLE SCHOOL DISTRICT 20

LANDSCAPE MAINTENANCE SERVICES

BID

FY2021-2022



Bids To Be Submitted To:

Wendy Flaherty
Assistant Superintendent for Finance
and Operations/CSBO
Keeneyville School District 20
5540 Arlington Drive East
Hanover Park, IL 60133
630.894.4608



KEENEYVILLE SCHOOL DISTRICT 20

Invitation to bid – Landscaping Maintenance Services

Keeneyville School District #20 will be receiving sealed bids for Landscape Maintenance Service until **10:00 AM, Friday April 9, 2021, at which time the bids will be opened and read aloud at the Administrative Office for Keeneyville School District 20.** Bids are to be submitted to:

Attention: Wendy Flaherty
Keeneyville School District #20
5540 Arlington Drive East
Hanover Park, IL 60133

Failure to comply with these bid documents or submit all required forms may lead to disqualification of your bid.

We look forward to your participation in this bid.

Sincerely,

Wendy Flaherty

Wendy Flaherty
Assistant Superintendent for Finance/CSBO



INSTRUCTIONS TO BIDDERS

1. Keeneyville School District 20 (the "District") is presently soliciting bids for Landscape Maintenance Services. Bids placed in a sealed envelope bearing the title of the bid and the name of the contractor, shall be addressed and delivered to Keeneyville School District 20, Wendy Flaherty, Assistant Superintendent for Finance/CSBO, 5540 Arlington Drive E, Hanover Park, IL 60133 any time prior to, but no later than **10 AM, Monday, April 9, 2021**. Bids received after this deadline, will not be considered and will be returned unopened.

Contractors intending to submit a bid and requiring a walk thru of the buildings must contact Kiko Soto, Director of Buildings and Grounds at 630-816-6479 for a **NON Mandatory** pre-bid conference on **Monday April 5th at 9am** in the District Office, 5540 Arlington Drive E, Hanover Park, Il 60133. The District encourages Contractors to submit written questions to the Assistant Superintendent/CSBO office *prior* to the pre-bid conference, if possible.

2. The submission of a proposal by a contractor will be construed as an indication that it is fully informed as to the extent and character of the service and materials required and can offer the services and materials satisfactorily in compliance with the specifications. The items and criteria set forth herein are minimal standards and statements and shall be provided for in proposal submissions and contractual arrangements.
3. Please be informed that, should a contractor find discrepancies and omissions in the specifications or instructions, or should he be in doubt as to their true meaning, he shall at once notify the Assistant Superintendent for Finance/CSBO. The Assistant Superintendent for Finance/CSBO will in turn clarify such specifications and notify each person who has received specification documents as to the true interpretation thereof. The District shall not be held responsible for oral instructions to contractors.
4. The District reserves the right to accept or reject any or all proposals, and to waive technicalities, if deemed to be in the best interest of the District. Bids received after the bid deadline stipulated herein shall be returned to vendor unopened.
5. Upon selection of a bid winner, contractor shall enter into a contract with the Board of Education of Keeneyville School District 20 in accordance with the specific provisions of the attached bid Specifications ("Contract") between the District and the supplier. The contractor, by signing the Contract, acknowledges and agrees to comply with all other requirements, terms, provisions, and conditions as listed in these bid specifications.
6. Each contractor, by submitting a bid, acknowledges the provisions of the attached Contract and does thereby agree to comply with all provisions of the Contract. No contractor shall make any changes to the wording of the Contract.

7. All bids shall be deemed final, conclusive, and irrevocable, and once opened no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the Board of Education of Keeneyville School District #20 after the scheduled closing time for the receipt of bids. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening.
8. Bids shall be without interlineations, or erasures. No oral, telephonic, facsimile or telegraphic bid or revision to a bid will be considered.
9. Contractors must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the bid, no complaint or claim that there was any misunderstanding regarding items listed will be entertained from either party.
10. Contractors shall not include taxes in their quotations which school Districts are not subject to; namely, Retailers Occupation Tax, (both State and Local) Sales Tax of any kind, Service Use Tax, and any other such applicable tax.
11. The Board may inquire as to the financial stability of the contractor and may request financial references. Such information shall be provided by the contractor within 48 hours.
12. No contract shall be assigned or any part of the same subcontracted without the written consent of the District, and in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.
13. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the contractor has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.
14. Each bid must be accompanied by a Certificate of Eligibility certifying that the contractor is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (bid Rigging) or section 33E-4 (bid Rotating) of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility.
15. Each bid from a company with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois

Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the Contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate were applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the contractor has made false certification or that the contractor has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act. Each bid must be accompanied by a copy of the contractor's current drug and alcohol testing procedures which must be in strict compliance with State and Federal regulations.

16. Costs Incurred in Preparation of bids: All costs directly or indirectly related to preparation of a bid responding to this bid, any oral presentations required to supplement and/or clarify a bids, and any reasonable appearance which may be required by the District in connection with this Invitation To bid, shall be the sole responsibility of the contractor, and shall not be reimbursed in any manner by the District.
17. Ownership of bids: All materials submitted in response to this request become the property of the District. Selection or rejection of a bid does not affect this right. All bids submitted will be retained by the District and not returned to contractors.
18. **Bid Bond.**
There will be no bid bond for this solicitation process.
19. **Performance and Payment Bond.** There will be no performance bond required under this contract.
20. Contractors Inquiry Periods: An inquiry period is hereby firmly set for all interested contractors to perform a detailed review of the bid documents and to submit any written questions relative thereto. *Without exception*, all questions MUST be in writing and received by the close of business on the Inquiry Deadline date set forth in the bid Schedule, hereto attached as Exhibit A. Inquiries shall not be entertained thereafter.
21. The District shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and our operations. The District reasonably expects and requires *responsible and interested contractors* to conduct their in-depth bid review and submit inquiries in a timely manner. The District shall only consider written and timely communications from contractors.
22. Inquiries shall be submitted in writing by an authorized representative of the contractor, clearly cross-referenced to the relevant bid section and page number. Only those inquiries received by the established deadline shall be considered by the District. Answers to questions that change or substantially clarify the bid shall be issued by addendum and provided to all prospective contractors.

23. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
24. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.
25. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request

Inquiries concerning this bid may be delivered by mail, express courier, or e-mail to:

Attention: Wendy Flaherty
Keeneyville School District #20
5540 Arlington Drive E
Hanover Park, IL 60133

E-Mail: wflaherty@esd20.org Phone: (630) 894-2250

EXHIBITS

- A. BID SCHEDULE
- B. BID SPECIFICATIONS
- C. PRICING PROPOSAL
- D. CONTRACTOR'S INFORMATION SHEET
- E. REFERENCES
- F. CERTIFICATIONS
- G. CONTRACTOR SERVICE AGREEMENT

EXHIBIT A

BID SCHEDULE

March 26, 2021	Bid notification made, bid packets released.
4/5/21 9:00 AM	Non-Mandatory Pre-bid meeting
4/8/21 12:00PM	Deadline for written vendor inquiries.
4/9/21 10:00 AM*	Bid opening, Keeneyville School District #20, Administration Office, 5540 Arlington Drive E, Hanover Park, IL 60133
4/29/21 7:00 PM	Contract approved at Board of Education Meeting, Keeneyville School District #4 Office, 5540 Arlington Drive E, Hanover Park, IL 60133

***District reserves the right to delay the bid opening as required and arising from additional questions or clarifications brought forward at the pre-bid meeting.**

EXHIBIT B

BID SPECIFICATIONS

Insurance and Indemnification

1. The Contractor will provide Workmen’s Compensation, public liability and property damage insurance to fully protect the Contractor, his employees, subcontractors and the District.

2. Minimum Coverages:

Commercial General Liability: (Including sexual abuse and molestation)	\$2,000,000 per occurrence \$4,000,000 aggregate
Workmen’s Compensation-Employers Liability:	of not less than \$1,000,000
 Comprehensive Auto Liability: (Owned, hired and non-owned autos)	 \$1,000,000 combined single limit
Umbrella for all insurance risks, including sexual abuse coverage:	\$5,000,000 per occurrence

3. The Contractor will provide insurance policies that may not be canceled or endorsed to reduce or limit coverage during this contract.

4. An insurance certificate(s) in the given amounts must be submitted to the address given on page 2, within five (5) days after award of the contract.

5. All Contractor insurance will name the District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District as an additional insured, written by a surety legally authorized to write such insurance in the State of Illinois. The terms of coverage will require written notice of cancellation be given to the District (45) days prior to cancellation.

6. To the full extent permitted by law, the Contractor will indemnify and hold harmless the District, its agents and employees, against all claims, damages, losses and expenses; including but not limited to, attorney’s fees resulting from the performance of the Contractor’s work in this contract. This is provided the claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or injury; or destruction of tangible property, other than the service itself. It includes the loss of use, in whole or part, by a negligent act or omission of the Contractor or anyone directly or indirectly employed by him,

or any one for whose acts he may be liable, regardless of whether it is caused in part by a party indemnified hereunder. This obligation will not be construed to neglect, abridge or reduce; any right, obligation or indemnity, that otherwise exists for any part or person, described in this article.

7. The general liability, automobile liability and umbrella liability policies must name the District as an additional insured on a primary non-contributory basis. The following language is required, "It is understood and agreed that Keeneyville School District 20, The Board of Education, employees and volunteers are added as additional insureds relating to this contractor providing facility management services. This coverage shall be provided on a primary noncontributory basis without regard for other insurance the District may carry."
8. Waiver of Subrogation. Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.
9. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the name insured or District.
10. In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition off the affected area immediately before the destruction or damage. If the Contractor does not repair the damage within 14 days after receiving written notice from the District, or a lesser time if the District determines the damage creates an emergency, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within 14 days after the District provides a written invoice to the Contractor

Terms and conditions

1. Contract Term: Contract will be for three (3) years, commencing on May 1, 2021 and expiring on June 30, 2024. However, upon mutual agreement, this contract may be extended for up to two (2) one-year terms (July 1, 2024-June 30, 2025 and July 1, 2025-June 30, 2026).

2. Default
 - a. If either party materially breaches any term of the contract, such party will be considered to be in default. The non-defaulting party may terminate this contract at any time as a result of any default by the other party if adequate notice has been given of such breach and the breach has not been cured after a reasonable period of time has been allowed to cure (usually ten (10) calendar days, but not exceeding (30) calendar days). A written termination may, at the option of the terminating party, be effective immediately, if the breach is causing damages to accrue. In addition to any right to terminate, the non-defaulting party may enforce any remedy available at law or in equity in connection with a default by the other party, and the defaulting party will be liable for any direct damages to the non-defaulting party resulting from such default.
 - b. Neither party will be considered to be in default if its default is:
 - 1) Attributable solely to the actions of the other party;
 - 2) Attributable to matters beyond the control of the other party as described in paragraph (c.) below;
 - 3) Excusable as determined in the sole discretion of the other party.
 - c. For purposes of the contract, matters beyond the control of a party will include acts of God, national emergencies, acts of a public enemy, and governmental restrictions, laws or regulations to the extent such matters create a default that is beyond the control of such party, and further provided that such party takes action as can practically be taken to mitigate the effect of such default.

- d. The District may terminate this contract if the Assistant Superintendent for Finance/CSBO or his designee, reasonably determines a reexamination is necessary for any of the following:
 - i) To enable the District to best pursue its educational mission;
 - ii) Unforeseen circumstances that have made the contract impractical;
 - iii) Failure to fulfill the terms of the contract.
- e. Upon termination of the contract:
 - i) Each party will continue to be liable to the other party for any cause of action accruing or obligation arising prior to termination, and for any cause of action that may accrue after termination.
 - ii) The termination of the contract by the District will not be deemed a waiver of any right or remedy of the District under the contract or under applicable law.
- 3. Except as provided herein, the District retains all rights under the governmental immunity laws for the State of Illinois. The contract will not be construed to create any right or benefit for any person who is not a party to this contract.
- 4. The relationship between the Contractor and the District is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. The Contractor will maintain its status as an independent contractor and both parties acknowledge neither is an agent, partner or employee of the other. The Contractor will be responsible for causing all required workers' compensation and unemployment insurance to be provided for its employees and subcontractors.
- 5. This contract may not be assigned or delegated by either party without the written consent of the other.
- 6. Disputes
 - a. The parties agree to cooperate in good faith in all actions relating to this contract. If for any reason a dispute should arise in connection with this contract, the parties agree to first use their reasonable best efforts to resolve such dispute in a fair and equitable manner without the need for expensive and time-consuming litigation, by entering into good faith dispute resolution. Reasonable best efforts may include discussions, negotiation, and/or submitting such dispute to mediation. If a dispute cannot be resolved in a timely manner through such good faith efforts, the District will make a final decision resolving the dispute. This decision may be appealed if the Contractor does not agree, but only for substantive reasons expressed in writing within (30) calendar days from the date of final District decision. However, as a condition to pursuing litigation with

respect to any dispute, the parties will first be required to submit the dispute to mediation on terms and conditions determined in good faith by the parties. The costs of such mediation will be shared equally.

- b. All simultaneous disputes arising individually or collectively during the course of the contract will be consolidated and submitted jointly in one action.

7. Designated Representatives

- a. The Facilities Director has District authority regarding the contract and may delegate certain administrative responsibilities to his designee(s), who will oversee contract administration on a day-to-day basis and is responsible for technical coordination and technical approvals.
- b. The Contractor will appoint one of its key personnel as a representative (the "Contractor's Authorized Representative") who will have power and authority to interface with the District and represent the Contractor in all administrative matters concerning this contract, including without limitation such administrative matters as correction of service problems and financial concerns. The Authorized Representative will be designated by contractor within (10) days of contract award.

- 8. Each section, subsection, paragraph, item and provision of this agreement is severable and, if one or more of such is declared invalid, the remaining portions of this agreement will remain in full force and effect if such is practicable and if the essence of the agreement is maintained in the absence of the severed portions. If severance renders performance impracticable or damages the essence of the agreement, the parties may mutually agree, in writing, to substitute new provisions for the severed portions.
- 9. This contract will be construed in accordance with and governed by Illinois law.
- 10. Exclusive venue and jurisdiction over any dispute relating in any way to the contract will be in the County of Du Page, Illinois.
- 11. This writing constitutes the complete agreement of the parties with respect to its subject matter and takes precedent over prior proposals and agreements, whether written or oral, and all other written and oral communications between the parties.

Scope of Services

1. The District has the right to inspect services for conformity to specifications. If the Contractor and its employees at any time fail to comply with the terms of this contract, or do not fully perform and strictly adhere to any of the terms hereof required to be performed, the District may terminate this contract as provided herein.
 - A. In the event the District determines the Contractor has failed to comply with, fully perform, or strictly adhere to the contract, at its discretion the District will send written notice to the Contractor indicating intent to declare the Contractor in default. In such notice, the District will state how the Contractor has failed to comply with the terms of the contract and will state a date upon which the contract will terminate unless the Contractor cures the defect to the satisfaction of the District.
 - B. If prior to the termination date stated in the notice the District notifies the Contractor the defect has been cured, the contract will not terminate, but will be deemed to have remained in effect as the date such notice was given. If the District does not notify the Contractor the defect has been cured, the contract is terminated without further action by the District, on the date of termination stated in the notice.
 - C. The termination date stated in the notice of intent to declare the Contractor in default, as provided in "A." above, may not be sooner than thirty (30) calendar days following the date of such notice, unless there is complete Contractor failure to provide the services required by the agreement. In that event, the date of termination may be five (5) calendar days following the date of such notice.
 - D. The right of the District to terminate this contract as provided in this section is cumulative with all other rights of the District contained herein.
2. The agreement will be construed according to the laws of the State of Illinois. The agreement will be divisible to any provisions that contravene any law.
3. The agreement constitutes the entire contract between the parties. Any understanding not contained in the agreement, is not binding upon either party.
4. No waiver, alteration, or modification of any provision will be binding on the parties, unless reduced to writing and signed by each party's authorized agent.
5. Bids are final and irrevocable. No proposal will be amended or corrected due to error or miscalculation.

6. A Contractor's bid may not impose conditions on the District in addition to those expressly stated by the District in the bid specifications. The District's award of a contract under this bid shall not constitute the District's agreement to any bidder's clarifications or assumptions, and no bidder's clarifications or assumptions shall be included in the agreement.
7. District facilities are listed below:

Spring Wood Middle School, 5540 Arlington Drive E, Hanover Park, IL 60133,
630-893-8900, per attached site plan

Greenbrook Elementary School and Early Childhood Center, 5208 Arlington Circle,
Hanover Park, IL, 60133, 630-894-4544 (shared campus), per attached site plan

Waterbury Elementary School, 355 Rodenburg Road, Roselle, IL 60172,
630-893-8180, per attached site plan

Costs to the Contractor

1. The Contractor will pay all direct operating costs connected to all services included in the bid specifications. Direct operating costs include, but may not be limited to:
 - A. salaries and benefits of all Contractor personnel;
 - B. training materials as described in the bid specifications; and
 - C. all taxes and fees currently imposed by federal, State or local authorities in connection with all services provided; including but not necessarily limited to: payroll tax and insurance, State unemployment tax, and federal unemployment tax.

Description of Services to be Provided

Any and all chemical products utilized in performance of contract shall fully comply with appropriate laws and applied by licensed personnel. Prior to application of any chemical products, please notify Facility Director.

Landscape Maintenance

1. Bed Maintenance
Two times a month (April – November) bed weed control and cultivation. Once a year low tree limb pruning over drives, parking and sidewalks as required, bed fertilization.
2. Landscape Bed Edging
April and August. All designated sidewalks and curbs that have maintained turf adjacent to them will be edged to a depth of 1". All debris will be blown clean after each edging.

Turf Fertilization/Repair

1. Pre-emergence – Crabgrass and Broadleaf weed control
Pre-emergent products shall be applied to all lawn areas to control the germination and growth of annual grass type weeds. A second/third application may be necessary to high profile areas such as entrances, islands, etc.

Bush Trimming

1. Bush trimming, will be performed in May, July and September.
2. Recommendations may be made for the replacement of old plantings where landscape could be enhanced while reducing maintenance requirements.

Tree Care

1. Pruning of lower limbs and shaping of trees shall be completed by vendor. Low limb pruning over drives, parking and sidewalk as required. Dead or damaged limbs within easy access of ground will be removed.

General

1. Herbicide and fertilization must be performed by a licensed applicator during non-school hours using only EPA and State approved products.
2. Contractor will perform a Spring Cleanup in April and Fall Cleanup in November of all shrub beds removing unwanted debris, leaves and weeds, treating areas with herbicide to prevent weed growth.
3. All work to be performed by trained and properly supervised personnel.
4. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
5. Landscape project work will be completed as needed and as requested. Landscape project work will be paid for by Keeneyville School District 20. Vendor and representative of Keeneyville School District 20 will consult about potential new installation project work and have a clear common understanding regarding scope and cost prior to beginning any such work. Costs associated with any project work will be the responsibility of the District.
6. Mulching of beds will be additional cost to the District.
District requests Vendor to supply _____# cubic feet of mulch needed for all three school grounds beds.

EXHIBIT C

PRICING PROPOSAL
Note: Failure to submit a response in a manner that does not allow a clear determination of an exact amount may be considered non-responsive to the required proposal elements.

SCHOOL	ANNUAL SERVICE COST
SPRING WOOD MIDDLE SCHOOL	\$
WATERBURY ELEMENTARY SCHOOL	\$
GREENBROOK ELEMENTARY AND EARLY CHILDHOOD CENTER SCHOOLS	\$
GRAND TOTAL	\$

Alternate #1

Hourly Rate for Special Projects: Amount \$ _____

Signed: _____ **Name (printed):** _____

Title: _____ **Company Name:** _____

EXHIBIT D

CONTRACTOR'S INFORMATION SHEET

Name of Company Preparing bid: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

Name of Person Submitting bid: _____

Chicago Area Office

Contact Person: _____

Phone Number: _____

Street Address: _____

City, State, Zip: _____

I do hereby affirm that I am duly authorized as a representative of the stated corporation to legally offer the bid as stated. The offer as stated is guaranteed to remain in effect until 60 days after bid submission.

Signed: _____

Date: _____

EXHIBIT E

REFERENCES

A. Include a list of **at least three (3) government entities (schools districts, village, park districts, etc.) in DuPage County** for which contractor has completed similar work for in the past twelve (12) months.

B. Years in Business: _____

Signed: _____ Name (printed): _____

Title: _____ Company Name: _____

Address: _____

Telephone Number: _____ Date: _____

EXHIBIT F

CERTIFICATIONS BY CONTRACTOR

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

Name of contractor (Please Print)

Submitted by (Signature)

Title

The undersigned hereby certifies that the contractor is in compliance with the Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act as amended under Compliance with Legislation in Instructions to contractor.

Name of contractor (Please Print)

Submitted by (Signature)

Title

EXHIBIT F (Continued)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Keeneyville School District 20 of the contractor's offer (specifications and bidding conditions contained or referenced therein) will create a binding contract.

Name of contractor (Please Print)

Bid submitted by:

Address

Title

Phone Number

Date

EXHIBIT G

LANDSCAPE MAINTENANCE SERVICE AGREEMENT

Remainder of this page intentionally left blank.



Landscape Maintenance Service Agreement

THIS AGREEMENT made by and between the BOARD OF EDUCATION OF KEENEYVILLE SCHOOL DISTRICT 20, County of DuPage, State of Illinois (the "District") and _____, a corporation, of _____, IL, (the "Contractor").

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted landscape maintenance service for the District;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in the Specifications which are attached hereto and incorporated herein and made a part of this Agreement. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of appropriate resources under the provisions of this Agreement.

2. DURATION OF CONTRACT. The term of this Agreement will be three (3) school years, beginning on July 1, 2021, unless earlier terminated. The District reserves the right to negotiate up to two additional one (1) year terms with the Contractor at the conclusion of the third contract year.

3. PERSONNEL. It shall be a primary obligation of Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, all contractor personnel coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person perform services under this contract whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to operate under this contract who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and

discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.

4. CONTRACTOR.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall remove from the District's contract, any employee or person used in performing this Agreement who in the sole discretion of the District is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the District to remove the Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the District and request a meeting to discuss the issues.

5. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating crossing guard services, including, but not limited to, regulations promulgated by the Illinois Office of Education. Additionally, Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

6. INDEMNIFICATION.

Contractor agrees to indemnify, defend and hold the School harmless against any and all claims, damages, liabilities, costs, expenses or fees, including attorney fees, that the School incurs arising out of or occurring in connection with Contractor's performance or lack of performance pursuant to this Agreement.

7. FORCE MAJEURE.

If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

8. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of appropriate personnel only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

9. OPERATING EXPENSE. The Contractor shall provide and compensate its personnel and pay all expenses pertaining associated with the provision of said services as outlined in the bid specifications.

10. SCHEDULE OF RATES. The rates to be paid by School to Contractor shall be as provided in the attached proposal.

11. PAYMENT District shall remit payment in accordance with the Illinois Local Government Prompt Pay Act. In addition to detailed monthly invoices, Contractor shall also submit such other reports as may from time to time be requested by School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

12. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. If additional time is necessary to compile records in response to a request, the Contractor shall so notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. Contractor shall provide all records and documents to District upon request, provided Contractor is required to make such records available to District under the terms of this agreement. District agrees that Contractor is not bound by any Freedom of Information Act claim made upon school. Contractor agrees to make its best efforts to assist District in complying with any Freedom of Information Act request made in relation to the services provided under this contract.

13. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

14. BACKGROUND CHECK. All of the contractor personnel who will be providing services under this contract have or will have before any services are provided:

Submitted their fingerprints to the Department of State of Police in the form and manner prescribed by the Department of State Police. These fingerprints shall be checked against the fingerprint records now and hereafter filed in the Department of State Police and Federal Bureau of Investigation criminal history records databases.

15. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for contract services to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

Upon a default or breach by the Contractor, the Contractor shall be responsible for all costs and expenses incurred by the District as a result of such default, including, but not limited to, attorney's fees.

16. TERMINATION FOR CONVENIENCE. The School shall give 30 day's-notice in writing in order to terminate the contract for convenience without cause and the Contractor shall receive payment for all work completed but shall not be entitled to lost profit or overhead.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Keeneyville School District 20

Contractor

By _____

By _____

Printed Name

Printed Name

Title

Title