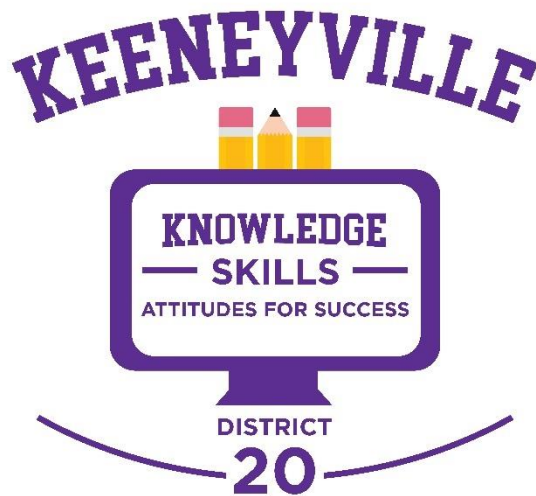


Keeneyville School District 20

Landscape Maintenance Services Bid



Bids To Be Submitted To: Keeneyville School District 20
Attention: Reiley Straub
5540 Arlington Drive East
Hanover Park, IL 60133

Notice to Bidders

Landscaping Maintenance Services

February 28, 2023

Keeneyville School District 20 will receive sealed bids for landscape maintenance service in accordance with the contract documents and specifications.

Bid Due Date: Wednesday, March 22, 2023 10:00 AM

Bid Delivery Address: Keeneyville School District 20
Attention: Reiley Straub
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.

Sincerely,

Reiley Straub

Director of Finance & Operations



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
Attention: Reiley Straub
5540 Arlington Drive E
Hanover Park, IL 60133

any time prior to, but no later than **10:00 AM, Wednesday, March 22, 2023.**

Bids received after this deadline, will not be considered and will be returned unopened. Contractors intending to submit a bid and requiring a walk through of the buildings must contact Kiko Soto, Director of Buildings and Grounds at 630-816-6479 for a **non-mandatory** pre-bid conference on **Wednesday, March 15, 2023 at 9:00 AM** at the District Office, 5540 Arlington Drive E, Hanover Park, IL 60133. The District encourages Contractors to submit written questions to Reiley Straub at rstraub@esd20.org 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/she be in doubt as to their true meaning, he/she shall at once notify the Director of Finance & Operations. The Director of Finance & Operations 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. See exhibit G. 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. 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.
12. 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. See exhibit F. No bid

shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

13. 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. See exhibit F. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility.
14. 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. See exhibit F. 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.
15. 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 bid, 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.
16. 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.

17. Bid Bond: There will be no bid bond for this solicitation process.

18. Performance and Payment Bond: There will be no performance bond required under this contract.

19. 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 to Reiley Straub at rstraub@esd20.org 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.

20. 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.

21. Inquiries shall be submitted in writing to Reiley Straub at rstraub@esd20.org 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.

22. 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.

23. 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.

24. 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

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

Keeneyville School District 20

Attention: Reiley Straub

5540 Arlington Drive E

Hanover Park, IL 60133

E-Mail: Rstraub@esd20.org, Phone: (847)254-0607

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EXHIBIT A, BID SCHEDULE

February 28, 2023	Bid notification made, bid packets released
March 15, 2023 9:00 AM	Non-Mandatory Pre-bid meeting
March 20, 2023 12:00 PM	Deadline for written vendor inquiries
March 22, 2023 10:00 AM*	Bid opening, Keeneyville School District 20, Administration Office, 5540 Arlington Drive E, Hanover Park, IL 60133
April 27, 2023 7:00 PM	Contract approved at Board of Education Meeting

***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:
 - A. Comprehensive General Liability
 - i. \$1,000,000 - per occurrence / \$2,000,000 general aggregate
 - ii. \$1,000,000 - personal injury and advertising injury liability
 - iii. \$1,000,000 - sexual abuse coverage.
 - B. Automobile
 - i. \$2,000,000 combined single limit bodily injury and property damage liability
 - ii. \$1,000,000 - hired / non-owned liability.
 - iii. \$1,000,000 - uninsured / underinsured liability limit
 - C. Workers' Compensation-
 - i. \$1,000,000 - each accident
 - ii. \$1,000,000 - disease-policy limit
 - D. Umbrella Liability
 - i. \$5,000,000 per occurrence / \$5,000,000 general aggregate
3. The Contractor will provide insurance policies that may not be canceled or endorsed to reduce or limit coverage during this contract.
4. Insurance certificate(s) in the given amounts must be submitted to the address given on page 2, within thirty (30) days after award of the contract.
5. All Contractor insurance will be 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 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 of the affected area immediately before the destruction or damage. If the Contractor does not repair the damage within fourteen (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 fourteen (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, 2023 and expiring on June 30, 2026. However, upon mutual agreement, this contract may be extended for up to two (2) one-year terms (July 1, 2026 – June 30, 2027 and July 1, 2027 – June 30, 2028).

The rates in the second year of the contract (July 1, 2024 – June 30, 2025) shall be adjusted by the change in the CPI using the 12-month percentage change for the calendar year ending December 2023 of the Consumer Price Index, United States Average - All Urban Consumers section, as published by the United States Department of Labor's Bureau of Labor Statistics all items. Any increase however, will not be lower than one percent (1%) and not be higher than six percent (6.0%). The same procedures and limitations will apply to increases awarded in the third year of the contract (July 1, 2025 – June 30, 2026) except the 12-month period used to determine the CPI change will end December 2024.

2. Default

- 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.
- Neither party will be considered to be in default if its default is:
 - Attributable solely to the actions of the other party;
 - Attributable to matters beyond the control of the other party as described in paragraph (c.) below;
 - Excusable as determined in the sole discretion of the other party.
- 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.

- The District may terminate this contract if the Director of Finance & Operations or his designee, reasonably determines a reexamination is necessary for any of the following:
 - To enable the District to best pursue its educational mission;
 - Unforeseen circumstances that have made the contract impractical;
 - Failure to fulfill the terms of the contract.

Upon termination of the contract, 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. 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
 - 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 thirty (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.

- 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

- The Director of Finance & Operations 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.
- 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 thirty (30) 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 DuPage, 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.
 - 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.
 - 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.
 - The termination date stated in the notice of intent to declare the Contractor in default, as provided 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.
 - 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.

District facilities are listed below:

- Spring Wood Middle School, 5540 Arlington Drive E, Hanover Park, IL 60133, per attached site plan
- Greenbrook Elementary School and Early Childhood Center, 5208 Arlington Circle, Hanover Park, IL, 60133, (shared campus), per attached site plan
- Waterbury Elementary School, 355 Rodenburg Road, Roselle, IL 60172, 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:
 - Salaries and benefits of all Contractor personnel;
 - Training materials as described in the bid specifications; and
 - 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

1. Bed Care (BASE BID)

- A. The Contractor will provide bed care from April through October or through the last cut of the season. Detail work consists of cleaning and maintaining the landscaped bed areas and plants on all properties. Work includes, but is not necessarily limited to, removing all litter, leaves, twigs, weeds, and debris to achieve an attractive and professional appearance. Suckers will be removed from the base of the trees.
- B. Debris will be removed from the property the same day trimming is performed. The contractor shall remove the rubbish and dispose of it off of district property. Bid price shall include disposal when necessary, following all applicable laws and all costs associated therewith.
- C. Monitor all beds for weeds and take appropriate measures to maintain a weed-free appearance through manual removal and/or chemical controls.
- D. If chemicals controls are used, the Contractor must comply with Public Acts 91-0099 and 91-0525 that mandate Integrated Pest Management in Illinois schools. All fertilization and weed control applications need to occur on days when children are not present.
Absolutely nothing allowed within 50' of any play structure.
- E. Mandatory spring cleanup includes edging all beds with a cultivated border, removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs, and trees. Ornamental grasses and perennials must be cut to a height of six inches. Beds must be raked free of accumulated debris, dead leaves, and other material. Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by May 15th.
- F. Mandatory fall clean up includes removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs and trees. Perennials must be cut back when foliage has died. Remaining weeds must be removed manually from beds. Mulch must be raked to maintain a uniform and neat appearance. Broken or damaged stems must be removed from shrubs and trees. At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be complete by November 30.
- G. Monthly routine plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that

may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

2. General Turf Repair (BASE BID)

- A. Provide turf repairs at the school sites as needed to maintain attractive appearance. Turf repairs include annual repair from salt damage.

3. Tree and Shrub Care (BASE BID)

- A. The Contractor will maintain and trim the trees and shrubs at the school site.
- B. Shrubs will be trimmed to maintain their shape throughout the season. Removal of dead/damaged limbs and diseased plants will be addressed by using best horticultural practices. Scheduling and completion of work must consider the start of school in order to achieve a neat and attractive appearance prior to that time.
- C. Dormant pruning will be scheduled each winter. Trees taller than (20') will be scheduled separately.
- D. Insect and disease control will be included and performed as needed to all trees and shrubs using best practices and following IPM guidelines as previously specified.
- E. Any shrub that dies shall be promptly and completely removed.
- F. During April, a readily soluble or slow release fertilizer with a 20-10-5 formulation shall be broadcast over the entire drip-line of the plant at the rate of one pound per each shrub.
- G. Pruning and trimming of decorative shrubs, removal of cut materials away from school property and then cleaning of areas beneath and adjacent to plants.

4. Weed Control and Fertilizer Application (BASE BID)

- A. Application of Weed Control and Fertilizer shall be to all mowed areas at all the sites. Contract must conform to State of Illinois Requirements concerning the application of pesticides, fertilizers and weed control. Absolutely no application permitted within fifty (50) feet of any play structure.
- B. Notification must be provided to the District at least five (5) days prior to the application of pesticides so the district can notify staff and parents/guardians of students of the application.
- C. Application is only allowed on non-attendance days.
- D. The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractor on District property.
- E. All persons who will be applying pesticides of any manner must be properly licensed with the Illinois Department of Agriculture. The company

must have both the applicator and operator licenses for turf grass and ornamentals; a copy of these licenses must be provided upon acceptance of alternate. Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations. If this service is outsourced the same information is necessary, as well as additional insurance naming Keeneyville School District 20 as additionally insured before the contractor applies the treatment.

- F. Plant beds, tree rings, and other landscaping will be maintained in a healthy, weed-free condition. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes. All mulch plant bed areas will be weeded each week.
- G. A combination of a pre-emergent herbicide used in the spring in the beds may be used to keep beds weed free; however, their use in the proximity of trees, shrubs, and plants shall be closely monitored and carefully controlled. All shrub/ tree beds will be properly edged to maintain a clean edge.
- H. Fertilization of Turf: Fertilization will be performed two (2) times a year. The spring application will include pre-emergent crabgrass control and also broadleaf weed killer and will be performed on student non-attendance days to be coordinated with the district. The fall application is to be performed on student non-attendance days to be coordinated with the district and will include a broadleaf herbicide and a winterizing fertilizer. All applications of fertilizer will have the recommended portions of nitrogen, phosphorus, and potassium. The nitrogen level used on turf will be 4 pounds of nitrogen per 1000 square feet per year, in addition to low phosphorus level. Organic fertilization products are highly recommended.
Absolutely no application within fifty (50) feet of any play structure.

5. Sidewalk Edging (BASE BID)

- A. Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. To be done once a year in July or August.

6. Landscaping and Groundskeeping Equipment (BASE BID)

- A. The Contractor will provide all equipment necessary to carry out landscaping and groundskeeping functions as specified.
- B. The Contractor will maintain landscaping and groundskeeping equipment in an operative, workable and safe condition.

7. Mulching (ALTERNATE)

- A. The Contractor will maintain all shredded hardwood mulch. All beds are to be mulched in the spring. Mulching areas include the planted areas around all of the buildings.
- B. The Contractor must remove all litter, weeds and plant debris from mulch areas. Do not bury leaves, stems, or vines under mulch material. All finished mulch areas will be smooth and level to maintain a uniform surface and appearance.
- C. Maintain the mulch layer around plants as follows:
 - a. annuals....1" deep
 - b. perennials, bulbs, ground cover, vines, grasses....2" deep
 - c. shrubs, roses, evergreens, and trees....3" deep
- D. Mulch must be lower than building foundation lines and sloping away.
- E. Areas that do not require new mulch, will be cultivated to give the existing a fresh look.
- F. Materials shall be free of all foreign debris including clods, adhering films of dirt, weed seeds, and roots.
- G. Playground areas are to be mulched with ASTM Playground certified mulch in the spring or early summer. Depth of mulch must be maintained at 18".

General

- 1. All work to be performed by trained and properly supervised personnel.
- 2. Adequate personnel and equipment shall be provided to permit the timely completion of all operations.
- 3. 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.

EXHIBIT C, PRICING PROPOSAL

EXECUTION: Having carefully examined the Keeneyville School District 20 Scope of Work for Landscape Maintenance Services, and waiving all rights to plead misunderstanding regarding the same, it is proposed by the undersigned to furnish Keeneyville School District 20, in accordance with said specifications, the services referenced in the Scope of Work attached hereto and made a part of this Bid Form by reference, for the following prices:

SCHOOL	<u>BASE BID</u> YEAR 1 ANNUAL SERVICE COST
SPRING WOOD MIDDLE SCHOOL	\$
WATERBURY ELEMENTARY SCHOOL	\$
GREENBROOK ELEMENTARY AND EARLY CHILDHOOD CENTER SCHOOLS	\$
YEAR 1 BASE BID GRAND TOTAL	\$

SCHOOL	<u>ALTERNATE BID</u> YEAR 1 ANNUAL SERVICE COST
SPRING WOOD MIDDLE SCHOOL	\$
WATERBURY ELEMENTARY SCHOOL	\$
GREENBROOK ELEMENTARY AND EARLY CHILDHOOD CENTER SCHOOLS	\$
YEAR 1 ALTERNATE BID GRAND TOTAL	\$

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.

1. Name _____

Address _____

Contact Person _____ Phone Number _____

Email Address _____

2. Name _____

Address _____

Contact Person _____ Phone Number _____

Email Address _____

3. Name _____

Address _____

Contact Person _____ Phone Number _____

Email Address _____

B. Years in Business: _____

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

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)

Submitted by (Signature)

Address

Title

Phone Number

Date

CERTIFICATIONS OF COMPLIANCE WITH
ILLINOIS DRUG FREE WORKPLACE ACT

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work 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 contractor (Please Print)

Submitted by (Signature)

Title

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY

The undersigned, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Name of contractor (Please Print)

Submitted by (Signature)

Title

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 May 1, 2023, and ending on June 30, 2026, 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

Date

Date

Title

Title

EXHIBIT H, SITE PLANS

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5540

5240

5232

5224

5216

Mallard Lake Trail

Mallard Lake Trail

Greenbrook Elementary School

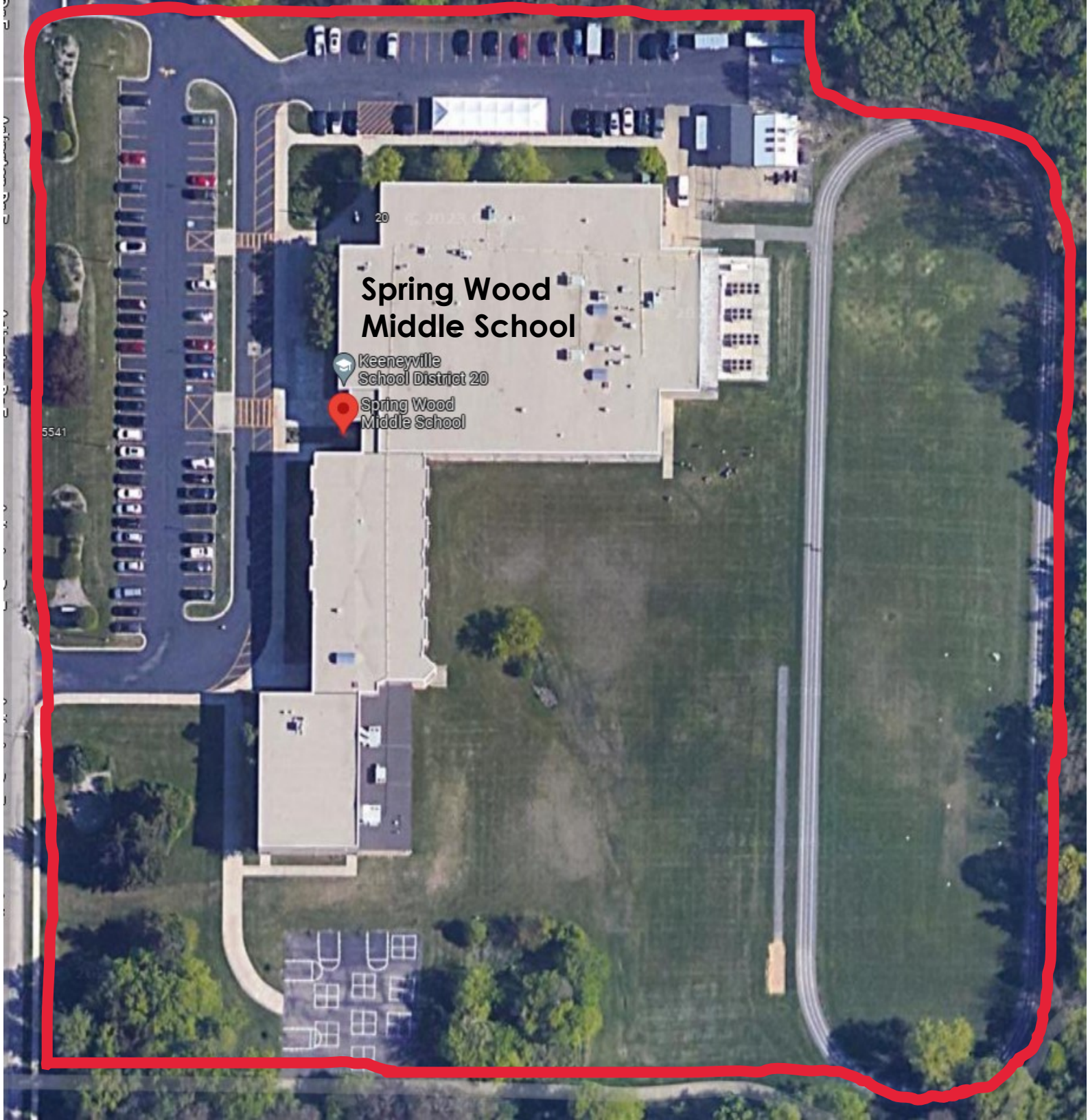


Greenbrook
Elementary School



Waterbury Elementary School

Waterbury Elementary School



Spring Wood Middle School

Keeneyville
School District 20
Spring Wood
Middle School

5541