

**COMMUNITY HIGH
SCHOOL DISTRICT 94**

326 Joliet Street, West Chicago, Illinois 60185



**Invitation to Bid for
Landscaping Maintenance Services
from April 1, 2024 through October 31, 2025
Bid # 24-02**

Mandatory Pre-Bid Meeting: Tuesday, February 13, 2024 at 10:30am

Bid Opening: Tuesday, February 27, 2024 at 10:30am



Community High School District 94

326 Joliet Street • West Chicago, Illinois 60185

630-876-6200

www.d94.org

Dr. Attila Weninger, Co-Superintendent

Mr. John Langton, Co-Superintendent

Board of Education

Bob Brown, *President* • Lynn Casey-Maher, *Vice President* • Rich Nagel, *Secretary*
Katherine Doremus • Penny Munoz • Gary Saake • Jovany Zuniga

February 6, 2024

Dear Vendor:

The Board of Education of Community High School District 94 is soliciting sealed bids for Landscaping Maintenance Services **from April 1, 2024 through October 31, 2025**. The purpose of this transmittal is to invite you to bid on the project and provide you with the necessary instructions, specifications and reply forms.

Included are the "General Conditions & Instructions to Bidders", SIX (6) "Affidavit/Certification Sheets", "Project Specifications", Contractor Questionnaire, a "Vendor Information Sheet" and Bid Reply Sheets. Where required, each should be completed in detail, signed, notarized, and returned in a sealed envelope **clearly** marked, **"SEALED BID - Landscaping Maintenance Services Bid # 24-02 - Attention: Dan Oberg"**.

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interests of this school district.

A mandatory pre-bid meeting will be held on Tuesday, February 13, 2024 at 10:30 AM CST in the District's Administrative Office at West Chicago Community High School, located at 326 Joliet Street, West Chicago, IL 60185. Please enter at **Entrance B** on the West side of the building.

Bids are due on or before Tuesday, February 27, 2024 at 10:30 AM CST and will be opened and publicly read at that time or shortly thereafter at West Chicago Community High School, 326 Joliet Street, West Chicago, IL 60185. Please enter at **Entrance B** on the West side of the building.

If you have any questions regarding this bid, please contact me at (630) 876-6220.

Sincerely,

Dan Oberg

Dan Oberg

Director of Business Services

West Chicago Community High School District 94

Attachment: General Conditions & Instructions to Bidders
Affidavit and Certification Sheets (6)
Project Specifications and Bid Reply Sheets
Contractor Questionnaire
Vendor Information Sheet
Maps of District Property

Invitation to Bid For:

**LANDSCAPING MAINTENANCE SERVICES BID # 24-02
GENERAL CONDITIONS & INSTRUCTIONS TO BIDDERS**

I. GENERAL:

Bid shall be submitted in a sealed envelope plainly marked with the title of the bid, date and time of opening and delivered to the Business Office on or before the time scheduled for the opening. Late bids will not be considered.

The bid shall contain the full name of the bidder and be signed by an authorized company representative who is legally qualified to sign such documents. Where required, each page of this bid must be signed. Unsigned bids will not be considered.

Community High School District 94 is not subject to Federal Excise Tax or Illinois Retailer Occupational Tax.

Prices quoted shall include all charges for packing, transportation, delivery to the school building and assembly as designated on the bid.

Correspondence shall be addressed to the Business Office. Bids are available for inspection in the Business Office by appointment after award.

Oral, telephone, telegraphic or facsimile transmitted bids will not be accepted.

The Work to be accomplished by this project is as outlined by the specifications, general conditions, general requirements, plans and instructions to bidders, herein referred to as the contract documents which become the "Contract". Interpretations of the contract documents may be requested and will be provided, in writing, to all bidding firms, providing such request is made in adequate time prior to bid due time. Explanations or interpretations made orally will not be considered binding.

The Contractor is responsible for any required permits, fees, notices, etc. for any federal, state, or local government agency having jurisdiction over the project. Before being awarded a Contract, the successful bidder shall have properly licensed operators in their employment, other than the Contractor that will operate Landscaping Maintenance equipment.

Costs and arrangements for governmental inspections shall be the responsibility of the Contractor.

II. ERRORS AND OMISSIONS:

All bids shall be submitted on the forms provided with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the bid as submitted. Should a bidder find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, (s)he shall advise the Director of Business Services who will issue the necessary clarification to all prospective bidders by means of an addendum.

III. FIRM BID:

All bids will be considered to be firm for a period of ninety (90) days from the date established for the opening of bids.

IV. WITHDRAWAL OF BIDS:

Bids may be withdrawn by letter, fax, or in person prior to the time and date established for the opening of bids.

V. INVESTIGATION OF BIDDERS:

The Business Office will make an investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service, or supplies similar to that included in this bid.

The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the Contract.

VI. MODIFICATION:

These documents shall constitute the entire agreement between the parties upon award of the contract. No change in, addition to, or waiver of terms, conditions, and specifications shall be binding on the Board of Education unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered in the bid envelope with an explanation of the proposed change.

VII. RESERVATION OF RIGHTS BY THE DISTRICT:

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of the district. Any such decision shall be considered final.

VIII. COMPLIANCE WITH LEGISLATION:

A. Prevailing Wage Act Notice: To the extent the services covered by the Invitation, Instructions, and Specifications are covered by the Illinois Prevailing Wage Act, by submitting a bid, Bidder, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Bidder and all subcontractors shall in all other respects comply with the Prevailing Wage Act

in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Bidder shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Bidder and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Bidder further certifies and agrees to comply with all record-keeping and certified payroll requirements of the Act. Bidder shall protect, defend, indemnify and hold DISTRICT 94, its Board of Education, board members, officers, and employees harmless from any claims or demands made as a result of Bidder's failure to comply with the prevailing Wage Act. Bidder will also sign and submit with its bid a Prevailing Wage Act certification

B. Criminal Background Checks: To the extent any services to be provided under the contract require Bidder's employees to be in the presence of District 94 students, the bidder will conduct, at its expense, criminal background checks of said employees as required by the Illinois School Code, and will not assign an employee who has committed a prohibited offense as described in Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9) to perform work under the contract.

C. District Right to Request Reassignment of Personnel: DISTRICT 94 may request the reassignment of any of the bidder's employees assigned to provide services pursuant to the contract. In such case, the bidder's employee will be removed from DISTRICT 94 property and not assigned to perform work under the contract. Bidder will promptly assign a replacement employee.

D. Human Rights Act: It shall be mandatory that the contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Illinois Human Rights Act (Chapter 68, 1-101, et seq., Ill. Rev. Stat.) and further that (s)he will comply with all provisions of the Illinois Human Rights Act including, but not limited to, rules and regulation of the Illinois Human Rights Act.

Every party to a public contract and every eligible vendor must have a written sexual harassment policy that shall include at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The contractor's internal complaint process including penalties;
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission
6. Directions on how to contact the Department and Commission; and
7. Protection against retaliation as provided by Section 6-101 of the Human Rights Act. The contractor must provide a copy of such written policy to the Department of Human Rights upon request.

IX. SIGNATURE CONSTITUTES ACCEPTANCE:

The signing of these bid forms shall be construed as an acceptance of all provisions contained therein.

X. CONTRACTS:

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid. The work shall be performed and/or materials supplied in accordance with the specifications as indicated in the Bid Specifications.

XI. EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract (whether or not Federal funds are involved) the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

C. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

D. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

E. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts, in accordance with the procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of

September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

F. The contractor shall include the provisions of paragraph A through D in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to 204 Executive Order No 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

XII. COMPLETION DELIVERY TIME:

Delivery must be made as specified on the dates indicated in the Bid Specifications. All prices must be quoted F.O.B. destination.

XIII. EVALUATION & AWARD OF BID:

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different Bidders or all items to a single Bidder unless otherwise noted on bid specifications.

The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

XIV. INSURANCE REQUIREMENTS:

The contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the District. All insurance coverage shall be provided by Illinois insurance company's policyholder ratings no lower than "A" and financial ratings not lower than "V" in the Best's Insurance Guide's latest edition in effect as of the date of the contract.

The following limits should be in place:

- a. Bodily injury and property damage combined per occurrence - \$1,000,000
- b. Bodily injury and property damage combined aggregated - \$3,000,000
- c. Excess liability - Each occurrence in the amount of the limit of their policy.
- d. Excess liability - Aggregate in the amount of the limit of their policy.
- e. Evidence of workers' comp in the amount required by statute.
- f. General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate.

The insurance carrier must give the School District thirty (30) day notice of cancellation. With respect to the insurance required herein, the contractor shall provide:

Such insurance naming Community High School District 94, the Board of Education and its members individually, and its employees and agents named as additional insured on a primary and noncontributory basis. The contractor shall also purchase and maintain such insurance as will protect the District from and against all claims, damages, loss and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and (2) is caused in whole or in part by a negligent act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts that may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award, that the Certificate(s) of Insurance shall be submitted to the insurance agent for the District.

XV. DELIVERY POINTS:

Delivery points shall be made to the following address when specific locations are not indicated in the bid specification section of this document.

XVI. TOTAL PRICE FOR ALL ITEMS BID:

A total bid dollar amount, regardless of whether or not you are bidding, all items must be entered in the appropriate section of the Bid Form before signing and bid submission.

XVII. HOLD HARMLESS AND INDEMNIFICATION :

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

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

B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss or use thereof.

C. Caused in whole or part by any act, error or omission(s) by the contractor or any subcontractor or anyone directly or indirectly employed by any to them regardless of whether or not it is caused by a part to be indemnified hereunder.

D. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.

E. Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

XVIII. DEFECTIVE WORKMANSHIP:

The Contractor agrees to protect the District against latent defective material or workmanship and to repair or replace any damage or marring occasioned in transport or delivery.

XIX. LATE BIDS:

Bids received after the time specified in the Invitation to Bid will not be considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the school district. **Bids submitted by facsimile or via e-mail will not be considered.**

XX. DRUG FREE WORKPLACE:

The Illinois Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 132.311) applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship), which has 25 or more employees. By submission of a bid to be considered for award and by execution of the contract in an amount of \$5,000 or more, the contractor certifies that it will provide a drug free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee, that, as a condition of employment on such contract the employer shall abide by the terms of the statement, and notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

B. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

C. Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

D. Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

E. Imposing or requiring, within thirty (30) days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

F. Assisting employees in selecting a course of action in the event that drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

XXI. AFFIDAVIT/CERTIFICATION SHEETS

NON-COLLUSION AFFIDAVIT

State Of Illinois

)
) **SS**
)

DuPage County

The undersigned bidder or agent, being duly sworn, on oath that (s)he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

(S)He further says that no person or persons, firms or corporations has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Business Name: _____ Date: _____, 2024

Business Address: _____

By: _____ Title: _____
(Authorized Agent of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

The Bidder certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Bidder shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color sex, national origin, ancestry, age, marital status, or physical or mental handicap. Such action shall include, but not limited to, the following; employment, upgrading, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Vendor further certifies that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Bidder further certifies that it shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Business Name: _____ Date: _____, 2024

Business Address: _____

By: _____ Title: _____
(Authorized Agent of Bidder)

Telephone: _____ Fax: _____

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF BIDDER ELIGIBILITY

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

The following certification must be signed and submitted with the vendor's bid. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Business Name:_____ Date:_____, 2024

Business Address:_____

By:_____ Title:_____
(Authorized Agent of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires:_____

NOTARY PUBLIC

CERTIFICATIONS ILLINOIS DRUG-FREE WORKPLACE ACT

Business Name:_____ Date:_____, 2024

Business Address:_____

Telephone: _____ Fax: _____

The undersigned contractor hereby certifies (check the one that applies):

_____ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3).

_____ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the bidder 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 certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By:_____ Title:_____

(Authorized Agent of Bidder

Telephone: _____ Fax: _____

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires:_____

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

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

Business Name: _____ Date: _____, 2024

Business Address: _____

Telephone: _____ Fax: _____

By: _____ Title: _____
(Authorized Agent of Bidder)

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires: _____

NOTARY PUBLIC

**CERTIFICATION REGARDING
CRIMINAL BACKGROUND INVESTIGATIONS**

Bidder agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the District, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications a written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses therein. Contractor further agrees to submit with said authorization, payment for any costs and expenses associated with the criminal background investigation.

Bidder further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district.

Business Name: _____ Date: _____, 2024

Business Address: _____

Telephone: _____ Fax: _____

By: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 2024

My Commission Expires: _____

NOTARY PUBLIC

Landscaping Maintenance Services Bid # 24-02

SPECIFICATIONS

I. INVITATION TO BID:

The Board of Education of Community High School District 94, West Chicago, Illinois seeks bids from vendors for Landscaping Maintenance Services **from April 1, 2024 through October 31, 2025**. Specifications of requested items are noted below.

A **pre-bid mandatory** meeting will be held on **Tuesday, February 13, 2024 10:30 AM CST** at the District Administrative Office of Community High School District 94, located at West Chicago Community High School, 326 Joliet Street, West Chicago, IL 60185, Entrance B (on the West side of the building).

Sealed proposals for the Landscaping Maintenance Services described herein will be received at the District Administrative Office of Community High School District 94, located at West Chicago Community High School, Attention: Mr. Dan Oberg, Director of Business Services, 326 Joliet Street, West Chicago, Illinois 60185, Entrance B (on the West side of the building) until **10:30 AM CST on Tuesday, February 27, 2024**. Bid opening will be shortly after.

II. FURTHER INFORMATION:

Further information may be obtained from the Community High School District 94 Administrative Office. Please call Dan Oberg at (630) 876-6220.

III. REJECTION OF BIDS:

The School Board reserves the right to reject any and all proposals and waive all irregularities. (See General Conditions Section VII and XIII)

IV. PROPOSAL AWARD:

The contract will be awarded, if at all, to the contractor that the District determines, at its sole discretion, will serve the best interests of the District. The District will award the contract based on evaluation of the following categories as a whole:

1. Cost
2. Experience and qualifications
3. Detailed analysis and approach
4. Experience with similar projects
5. References from similar projects - please provide three (3)

It is anticipated that the Community High School District 94 Board of Education will award the bid at the next regular Board Meeting.

V. REFERENCES:

Each vendor must provide references from three (3) similar projects completed specifically with Landscaping Maintenance services. See reference sheet provided.

VI. PROPOSAL SPECIFICATIONS:

1. The contractor shall at all times maintain on the job a sufficient force of staff and equipment to vigorously prosecute the work. The work shall be carried on in such a manner as to interfere as little as possible with the normal conduct of school activities and every reasonable care shall be taken to protect the safety of the children, school staff and other employees, as well as any School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without the express permission from the School District.
2. All operations and material shall be at all times subject to the inspection and approval of the School District, any materials which in the opinion of the Board do not meet the specifications will be rejected and shall be immediately removed from the site. Any work, which in the opinion of the School District does not comply with the specifications, shall be stopped at once and such correction as necessary to make it conform shall be instituted at once.

Each vendor must meet the following proposal specifications:

1. Removal of all papers and trash from lawns prior to cutting. Vendor is also to remove any rocks that may cause damage or injury, prior to mowing.
2. Height of grass to be cut to an appropriate length.
3. Excessive clippings removed from lawn as needed.
4. Clippings removed from walks, beds, drives and curbs at each mowing.
5. Trimming all obstacles - poles, trees, walls, fences and the like that are within the boundaries of the lawns being mowed.
6. No mowing will be conducted during a rainfall or after a rainfall or if the ground is so wet that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due this condition are the sole responsibility of the contractor.
7. Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one business day following the complaint to the Maintenance Manager.
8. Mowing required beyond the number and frequency as stated will be by approval of the Maintenance Manager.
9. Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Maintenance Manager within one business day of the occurrence.

Provide prices, charges, for the listed items found on the separate Proposal Reply Sheets for Landscaping Maintenance services for Community High School District 94 at 326 Joliet Street, West Chicago, Illinois 60185.

VII. INSURANCE REQUIREMENTS:

The successful bidder shall provide insurance certificates for the minimum insurance coverage. See section XIV under General Requirements of Bidders. Community High School District 94, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damage and defense of claims arising from:

- (a) Activities performed by or on behalf of the Named insured.
- (b) Products and completed operations of the Named Insured,
- (c) Premises owned, leased or used by the Named Insured, or
- (d) The ownership, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured.

VIII. SCOPE OF WORK:

The contractor shall furnish all labor and equipment for landscaping the areas as specified and as requested.

The base bid is for approximately Thirty (30) grass cuttings, as well as trimming of the property on the East side of the building only (see map). Should the actual services received for the season be less than the estimated number of occurrences, then the yearly total contract price will be less. If more services than indicated are required and authorized, the yearly total contract price shown above will be adjusted accordingly.

Optional services include, but not limited to:

- 4 applications of weed prevention on entire property (see reply sheet for information)
- Various trimming of shrubs, bushes, trees
- Various fall and spring cleanup of areas
- Weed removal
- Mulch as requested by District

The Contractor shall only accept telephone calls from the following individuals, indicating the need for the Contractor's services.

- **Mike Day (630) 876- 6230 or Cell (630) 330-2810**
- **Jacob Cole (630) 876- 6234 or Cell (630) 945-0995**

IX. VISITING SITE:

It is highly recommended that the Contractor schedule site visitations with Mike Day (630) 876-6230 or cell (630) 330-2810.

Prior to beginning Landscaping Maintenance operations, a successful bidder shall check the sites and note with the person in charge of the site any damaged equipment, railings, shrubbery, trees, fences, etc., to establish record for possible obligations and liability claims due to Landscaping Maintenance damage.

X. EQUIPMENT:

A successful bidder may be required to prove available possession, by ownership title or lease equipment the Owner deems necessary before being awarded a contract. The Contractor shall be responsible for arranging supplement service or labor in case of mechanical breakdown or illness. It shall be the Owner's prerogative to reject a bid, if in the Owner's opinion, the bidder does not satisfy the requirements of supplemental equipment and personnel.

XI. WORKMANSHIP:

Operators handling Landscaping Maintenance equipment shall be experienced and exercise sound judgment and take care not to damage shrubbery or obstruct passageways, entrances, crosswalks, steps, etc.

XII. RESPONSIBILITY FOR DAMAGES:

Any damage to railings, shrubbery, sod, buildings, pavements, etc. caused by the Contractors or their operators shall be corrected by the Contractor to the complete satisfaction of the owner prior to final contract payment.

XIII. SAFETY:

Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. **Safety shall be the responsibility of the Contractor.**

XIV. NON-PERFORMANCE EVALUATIONS:

Community High School District 94 reserves the right to terminate this agreement within thirty (30) days of written notice and prior to any contract termination date, if either service, equipment, or contract performance and conduct, as judged by Community High School District 94, does not meet acceptable standards. Written notice indicating deficiencies from the District to the Contractor is required. The Contractor shall be given fifteen (15) days to correct deficiencies.

XV. INVOICING:

The Owner reserves the right to select and receive, per month, either one monthly itemized invoice or a separate monthly invoice for each lot listed on the accompanying page.

XVI. PRICING:

All prices and rates are guaranteed to be firm for the first year. Please indicate pricing and/or discount percentage commitments for subsequent year (i.e. specific prices/discounts for year two; percentage increase maximums, or defined methods).

Community High School District 94 reserves the right to exercise the option to extend or close any awarded Contract at the expiration of year one.

Prices quoted will be firm for the first year of the contract. Owner **reserves the** right to extend the agreement for a 2nd year. All miscellaneous fees, permits, etc., shall be included in the bid price.

In addition to what has been specified, Suppliers are encouraged to provide expressive bid alternate pricing by suggesting alternate specifications, technology, terms and conditions, service conditions, etc. that could result in flexibility and cost savings for Community High School District 94 and for the Vendor. Vendors must ensure that their alternate proposal meets or exceeds requirements and specifications as detailed throughout the bid.

Payment terms will be net 45 days upon delivery of products and following completion of any services and receipt of invoice. Invoices must be received by accounts payable by the end of the month prior to the scheduled Board of Education meeting. The Board of Education meeting is held on the third Tuesday of each month. Invoices will be paid after board approval.

XVII. TOBACCO FREE:

Community High School District is a tobacco free campus. All individuals including students, faculty/staff, suppliers, contractors/subcontractors and visitors are prohibited from smoking in Community High School District 94 building, vehicles and premises. All individuals are expected to acknowledge Community High School District 94 tobacco free policy and provide full compliance.

XVIII. DISCLAIMER:

If any changes are made to this solicitation document by any party other than Community High School District 94, the original document in Community High School District 94 files takes precedence.

Bid Reply Sheet - Landscaping Maintenance

Bid # 24-02

The base bid is for approximately Thirty (30) grass cuttings, as well as trimming of the property on the East side of the building only (see map). Should the actual services received for the season be less than the estimated number of occurrences, then the yearly total contract price will be less. If more services than indicated are required and authorized, the yearly total contract price shown above will be adjusted accordingly.

Optional services are noted under the Base Bid section. Bidders can bid separately on optional services. Contractors should be aware that bidding on optional services does not guarantee that these services will be rendered and are optional.

Vendor Name: _____
(Please Print)

Contact Name and Phone Number: _____

Base Bid;

	Total Price Year 1	Notes
Grass Cutting, including trimming (East Side of Building Only)(approx. 30 cuts)		
Total		

Optional Services;

Prices to be quoted per occurrence

Optional services are for work to be completed on any part of CHSD94's boundaries.

	Unit Price/application or per hour	Notes
All grass cutting not included in		

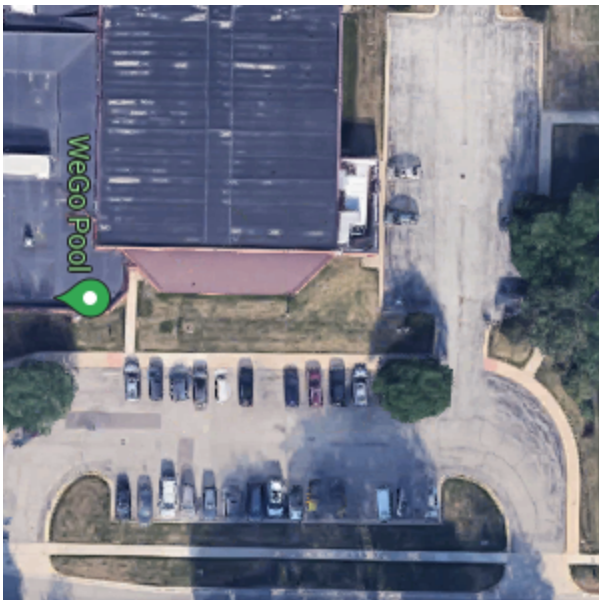
the base bid; trimming around all signs, fences, obstacles, etc.		
Sidewalk and curb edging and debris removal		
Spring or Fall Clean up - Leaf Removal from all turf areas and shrub beds.		
Various trimming of shrubs, bushes, trees		
Aeration of Turf		
Various weeding of beds		
Mulching of beds		
***Fertilize, Broadleaf, Crabgrass and Weed Applications - Entire Grounds, including baseball field at Pioneer Park		

*****If chemical controls are used, the Contractor must comply with 415 ILCS 65 Lawn Care Products Application and Notice Act and Public Act 91-0099, amending Section 3 "Notification Requirements for Application of Lawn Care Products". Further, all weed control applications must follow the procedures outlined in 415 ILCS 65/5a "Fertilizer; Application Restrictions". All fertilization and weed control applications will need to occur on days when children are not present and cannot be within 50 feet of any structures.**

a. All fertilizer and weed control products must first be approved by CHSD94 before application. Contractors must notify the District two weeks prior to application so the District can comply with the Structural Pest Control Act (225 ILCS 235/) and the Lawn Care Products Application and Notice Act (415 ILCS 65/).



EAST SIDE of the BUILDING, which includes around the pool parking lot and along Ann Street as noted in the map below.





Entire Property



Baseball Field at Pioneer Park



REFERENCES:

Each vendor must provide references from (3) similar projects completed specifically with Landscaping Maintenance services. Local references preferred. References should include company name, contact name, address phone, fax and email address and contact information for the specific person who is knowledgeable about the Vendor's record and performance. References may be contacted for consultation and/or site visits at our discretion.

Name _____

Company _____

Address _____

City, State, Zip _____

Phone/Fax _____

Email _____

Name _____

Company _____

Address _____

City, State, Zip _____

Phone/Fax _____

Email _____

Name _____

Company _____

Address _____

City, State, Zip _____

Phone/Fax _____

Email _____

CONTRACTOR QUESTIONNAIRE

Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to “minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses” for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District? For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: “Minority owned business, female owned business, and business owned by a person with a disability” means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____ “Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or (c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____ “Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

PAGE 2

Landscaping Maintenance Services Bid

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____ "Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where "Disabled" means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).

COMPANY NAME _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS OF COMPANY _____

CITY _____ STATE _____ ZIP CODE _____

EMAIL ADDRESS _____

DATE _____

VENDOR INFORMATION SHEET

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Return Bid in Sealed Envelope Marked:

Landscaping Maintenance Services Bid # 24-02

Addressed to: Mr. Dan Oberg, Director of Business Services
Community High School District 94
326 Joliet Street, West Chicago , Illinois 60185

All Bids Due: 10:30 AM CST – Tuesday, February 27, 2024

Submittal Checklist

Remember to submit the following items with your bid.

- Page 11 Non-Collusion Affidavit
- Page 12 Certificate of Non-Discrimination
- Page 13 Certification of Bidder Eligibility
- Page 14 Vendor's Certifications for Illinois Drug Free Workplace Act
- Page 15 Certificate of Compliance With Illinois Human Rights Act
- Page 16 Criminal Background Check
- Page 17-21 Bid Specifications
- Page 22-24 Bid Reply Sheet
- Page 27 References
- Pages 28-29 Contractor Questionnaire
- Page 30 Vendor Information Sheet completed