

INVITATION FOR BID



**Lawn Care and Maintenance Service Bid
Bid #2024-10**

Bid Due: Tuesday May 28, 2024 at 10:00am
East Aurora School District
131 Administrative Center
310 Seminary Ave.
Aurora, IL 60505

EAST AURORA SCHOOL
DISTRICT 131 PUBLIC BID
NOTICE #2024-10
LAWN CARE AND MAINTENANCE SERVICES

Notice is Hereby Given that the Board of Education for Aurora East School District #131 will receive bids for Lawn Care and Maintenance Services. Sealed bids will be accepted up to but not later than **10:00 a.m. CST, Tuesday May 28, 2024**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the Administrative Center, 310 Seminary Ave, Aurora, Illinois 60505 at 10:00 a.m. CST, Tuesday May 28, 2024. All sealed bids are to be mailed/delivered to the Administrative Center, 310 Seminary Ave, Aurora, Illinois 60505 to the attention of Dr. Michael Engel, Chief Financial Officer.

Prospective bidders may obtain bid documents from the district website at <https://www.d131.org/business-office/bidding/>. For information regarding this request, please contact the district via email at bids@d131.org.

All bids are to be enclosed in a sealed envelope clearly marked "Bid #2024-10 – Lawn Care and Maintenance Services", and should be delivered to:

Attention:
Dr. Michael Engel, SFO Chief Financial Officer
East Aurora School District 131
Administrative Center-Business Office
310 Seminary Ave.
Aurora, IL 60505

All bids must conform to and be responsive to the bid specifications and be on the bid forms provided by the School District. The District is not responsible for errors or misinterpretations resulting from the use of incomplete bidding documents. Questions regarding the bid documents are to be submitted to the district bids@d131.org no later than May 17, 2024 at 10:00 a.m. CST.

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all bids, to waive informalities or irregularities, and to make all decisions in the best interest of the School District.

INVITATION TO BID

The Board of Education for the Aurora East School District No.131 will receive bid proposals for Lawn Care and Maintenance services as described herein and subject to the conditions hereinafter stipulated until 10:00 a.m. May 28, 2024, at which time they will be publicly opened and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been received by The School District before the deadline. Bids received after the time specified in this Invitation to Bid will not be considered.

Bid specifications may be secured online at www.d131.org/bidding.

All bids are to be enclosed in a sealed envelope clearly marked "Bid #2024-10 Lawn Care and Maintenance Services," and should be delivered to:

Attention:

Dr. Michael Engel, SFO
Chief Financial Officer
East Aurora School District 131
Administrative Center - Business Office
310 Seminary Ave.
Aurora, IL 60505

For information regarding this bid specification or bid opening, please contact Dr. Michael Engel at bids@d131.org.

The Board of Education reserves the right to reject any or all bids in whole or in part or to accept that bid which is in the best interest of the East Aurora School District #131. Award of Contract shall be based on the fees charged, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all irregularities or informalities.

SECTION A - BACKGROUND

A. EAST AURORA SCHOOL DISTRICT 131

East Aurora School District 131 is located in Kane County, approx. 40 miles west of Chicago and serves portions of the City of Aurora and the Village of Montgomery. The District was organized in 1898 and serves grades K-12. The District operates 2 pre-schools (child development centers), 1 STEAM (grades K-2), 12 elementary schools, 1 Magnet (grades 6-8), 3 middle schools and 2 high schools (one extension high school), and 2 affiliated schools.

District 131 has a Five-year Strategic Plan which states the following:

Our Mission: *To educate and empower all students to reach their full potential.* **Our Vision:** *Our graduates will be confident and productive global citizens committed to improving their community.*

Strategic Goal #1, Equity: *East Aurora School District 131 will meet the diverse needs of all students by ensuring a safe and inclusive learning environment.*

Strategic Goal #2, Operational Excellence: *East Aurora School District 131 will align and utilize systems and resources that promote operational excellence, efficiency, and fiscal accountability.*

Strategic Goal #3, Collaborative leadership: *East Aurora School District 131 will engage in the continuous cycle of improvement through collaborative, student- focused, and data-driven leadership teams who will monitor and communicate at all levels.*

Strategic Goal #4, Student Achievement: *East Aurora School District 131 will ensure the academic success of all students by closing the opportunity gap.*

B. PROCUREMENT SCHEDULE

The schedule for procurement is as follows:

May 8, 2024	Public Notice
May 15, 2024	Pre-Bid Walkthrough 10:00 a.m.
May 17, 2024	Deadline for Questions 10:00 a.m.
May 28, 2024	Public Bid Opening 10:00 a.m.
June 18, 2024	Recommendation to Award Bid

SECTION B INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS:

Bid shall be submitted in a sealed envelope properly marked "SEALED BID-Lawn Care and Maintenance," with the date, and time of the bid opening and delivered to Dr. Michael Engel, Chief Financial Officer on or before the time scheduled for the bid opening. No telephonic bid, facsimile or electronic bid will be accepted.

Each proposal shall be submitted on the bid forms provided (or an exact facsimile thereof). Failure to do so shall be cause for rejection. Two copies of the bid should be completed and returned. All bids shall be submitted with each space properly completed. Bidders will be held strictly to the bids as submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a bidder will be construed as an indication that the bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.

Correspondence shall be addressed to Dr. Michael Engel, Chief Financial Officer. All questions must be submitted in writing via email to bids@d131.org before 10:00 a.m. on, May 17, 2024, so necessary addenda can be delivered. All bidders must supply an email address for the delivery of any Addenda.

Aurora East School District 131 will be referred to as "The School District", "School District 131" or the "Purchaser" throughout the remainder of this document. Any person or entity submitting a bid, and the successful bidder, will be referred to as "Bidder," "Contractor," or "Vendor".

The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by The School District before the specified deadline. The Bidder assumes the risk of any delay in the handling or delivery of mail. Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids. Bids received after the specified bid opening time shall not be accepted.

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

BID BOND:

A Bid Bond in the form of a cashier's check or certified check payable to the East

Aurora School District 131 or a bid bond with an insurer authorized to do business in the State of Illinois acting as surety and with the East Aurora School District 131 listed as the obligee in an amount equal to 10% of the total base bid (expected annual cost of the first year of the contract) is to accompany each bid proposal. Bid Bonds and Deposits will be returned to unsuccessful bidders within three days after the awarding of the contract.

INSURANCE:

A Certificate of Insurance shall be maintained by the Contractor during the execution of the Contract and until such time as it is complete. The School District shall be issued a copy of this certificate in its name and shall also be named as an Additional Insured on a primary basis on said Certificate as shown on the sample in this specification. A copy of the actual endorsement showing The School District as additional primary insured is to be supplied to the District within sixty (60) days of contract award. The total amount of insurance required is \$1,000,000 in all areas with the exception of Workers' Compensation which is to be at \$500,000 and Excess Liability Umbrella Form as shown on the Certificate of Insurance which is to be in the amount of \$10,000,000. The additional insured provisions for The School District shall insure members of the Board of Education, its officers, employees and agents in all of their official capacities. Such insurance shall be deemed primary to any other collectable insurance. Any policy of insurance must contain a provision for providing a 30-day cancellation notice to The School District.

PERFORMANCE AND LABOR PAYMENT BONDS:

Within five (5) days of Notice of Award, the Contractor shall furnish a Performance Bond and Labor Payment Bond in the full amount of the contract. Bonds shall be placed with a surety company or companies having a policy holder's rating not lower than "A" and a financial rating not lower than "X" and it must be acceptable to The School District. Costs of the bonds shall be included in Contractor's proposal. The Performance Bond shall guarantee the Performance of the contract and the payment of labor for the Project in accordance with the bid specifications and the contract.

PERMITS:

All permits, approvals, and fees required by the State of Illinois and/or local governmental agencies are the responsibility of the Contractor and must be obtained without additional cost to the Owner before work is begun.

ERRORS AND OMISSIONS:

All proposals shall be submitted with each space properly completed. Special attention of Contractors is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and Contractors will be held strictly to the proposals as submitted. In case of a discrepancy between the unit

cost and extended total, the unit cost shall prevail. Bids shall be without interlineation or erasures. No telephonic, facsimile or electronic bids or revisions to bids will be considered. Should a Contractor find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, such contractor shall advise the District's Chief Financial Officer identified on Page 3 hereof who will issue the necessary clarifications to all prospective Contractors by means of addenda. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of that Contractor's proposal. No such requests received after May 28, 2024 10:00 a.m. will be considered. Contractors shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding.

WITHDRAWAL OF BIDS:

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

RESERVATION OF RIGHTS BY THE SCHOOL DISTRICT:

The East Aurora School District 131 Board of Education reserves the right to reject any or all bids, to waive informalities and to accept the bid which it considers to be in the best interests of the School District. **Any such decision shall be considered final.**

REQUIRED DOCUMENTS:

- Bid Bond
- Written acknowledgement of any Addenda
- District Base Bid Forms
- Contractor Information Form and Questionnaire
- Contractor Eligibility Affidavit
- Certification Form (Prevailing Wage, Drug-Free Workplace, Sexual Harassment)
- References
- Contractor Ownership Questionnaire

EXCEPTIONS:

Upon acceptance and award of the bid, these bid specifications, in their entirety, will serve as the Contract. Any exceptions to these terms and conditions or deviations from the written specifications must be shown in writing and attached to the bid form.

OTHER GENERAL REQUIREMENTS:

- A. Bids will be considered only if made without any connection with any other person or firm submitting a bid, and are, in all respects, fair and

without collusion, and if no member of the Board of Education of The School District or other officer of The School District is directly or indirectly interested in the bid or in any portion of the profits thereof. The Bidder certifies that the company has all the necessary licenses to operate within Kane County and the City of Aurora. The Bidder further warrants that all standards of sanitation will be in accordance with State, County and Municipal regulations. All landfill sites must be EPA approved.

- B. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, The School District may cancel the contract without liability except for services completed.
- C. The successful bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.

Additionally, the successful bidder shall comply with all of the laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including the Illinois Human Rights Act. The successful bidder shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article will be incorporated by the successful bidder in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations furnishing skilled, unskilled, or craft union skilled labor who may perform any such labor services in connection with this contract.

Further. the successful bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-10SA (4) of the (Illinois Human Rights Act, 775 ILCS 5/2-105A(4), and in the case of a Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Also, the successful bidder must complete the Contractor Information Form and Questionnaire (included in bid specifications).

- D. The School District's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the bid shall not in any way affect, limit, or waive The School District's right thereafter to enforce and compel

strict compliance with every term, condition, and specification hereof.

SECTION C SPECIAL TERMS AND CONDITIONS

PURPOSE:

The purpose of this bid is to enter into a contract with an authorized vendor to provide Lawn Care and Maintenance services for The School District. The authorized vendor will work with the School District's Buildings and Grounds Department to establish services as directed. The School District is seeking a contractor that can develop a comprehensive approach to assist The School District in managing lawn care and maintenance.

INVESTIGATION OF CONTRACTORS:

The Board of Education will make such investigation as is necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to produce such financial documentation as well as show types of services or supplies similar to that included in the bid. Interested contractors must demonstrate a proven track record in implementing similar programs with other "like organizations" and must have been in business for at least five (5) years. The Contractor must submit at time of bidding, a list of three (3) references for each type of service required. Each reference must include the name of the business (preferably a school district), contact person, address and telephone number.

CONTRACT AWARD/EVALUATION BASIS:

The Contract will be awarded by The Board of Education to the lowest responsive and responsible Contractor complying with the conditions of the Contract. Determinations will be based on that which in The School District's opinion is in the best interests of The School District. In making determinations, consideration shall be given to the overall cost to The School District for Lawn Care and Maintenance Services. **Such decision shall be final.** Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from vendor representative, past performance, educational programs and materials, variety of programs and services offered, comprehensive reporting, and adherence in providing information as requested in this Invitation for Bid. The School District reserves the right to award the bid for any Schedule, Alternate, or combination of Schedules and Alternates as it deems appropriate.

The Board of Education reserves the right to reject the bid of any Contractor who has previously failed to perform properly, failed to timely complete a contract of similar nature, does not have the facilities or equipment available for Lawn Care and

Maintenance Services as specified, or who, in the Board of Education's opinion, is not in a position to perform the contract.

TERM OF CONTRACT:

It is the intent of the Board of Education to award a (3) three-year contract beginning July 1, 2024 continuing through June 30, 2027 with the District's option to extend for up to (2) one-year agreements which may be exercised by the District notifying the Contractor of its intent to extend the agreement no later than 60 days prior to the end of the then current term.

COST AND PRICING:

Prices shall be firm for the term of the contract with any price increases explained on the attached bid form. All prices, terms, and conditions must be firm for a period of sixty (60) days from the bid opening date. Prices as stated must be complete for the services offered and shall include all associated costs, including delivery.

Price increases for Year 4 and beyond may not exceed the percentage increase in The Consumer Price Index for: Urban Consumers -ALL annual rate published for December of the previous calendar year.

Exhibit A contains a list of the schools/sites currently requiring services.

Exhibit B contains base bid form and break down of costs for services.

Exhibit C shows the approximate acreage for each site/region requiring service.

Applicable Taxes:

Bidders shall not include taxes in their quotations from which school districts are exempt; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall require all Subcontractors to hold the Board of Education entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation insurance or benefits.

PAYMENTS AND BILLING:

Payment will be made only after correct presentation of invoices as may be required and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1]. A 2% discount shall apply to payments made within 15 days of the receipt of invoice. Payments of any invoice shall not preclude The School District from making claim for adjustment for any service or item not performed or found not to have been in accordance with the contract specifications. Any credits shall be applied to monthly billings.

All billing notices must be sent to The School District's Accounts Payable Department. All invoices shall identify the specific item(s) being billed. **PAYMENT WILL NOT BE MADE WITHOUT AN ITEMIZED INVOICE.**

In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W-9 Form on file with The School District **CONTRACT CHANGES/AMENDMENTS:**

This Contract is issued under the authority of the Board of Education who signed this Contract. The Contract may be modified only through a written Contract Amendment signed by the Board of Education. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee, made unilaterally by the Contractor or in violation of applicable law shall be void and shall have no effect, and the Contractor shall not be entitled to any claim based upon such changes.

The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Board of Education. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

The Contractor shall not assign any right and shall not delegate any duty under this Contract without the prior written approval of the Board of Education which said approval shall not be unreasonably withheld.

The School District reserves the right at any time to make changes in any one or more of the following:

- Service increases and decreases due to holiday and vacation schedules such as: Summer School (in-session and non-session), Thanksgiving Break, Winter Break, and Spring Break.

- Cancel service at a school site if the site closes or relocates

- Request additional service as new schools and centers are

opened. The rates for new schools and centers should reflect the current fiscal year pricing in effect at the time the new school is or new schools are added to the contract.

If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price, delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidenced in writing and approved by the Board of Education prior to the institution of the change.

SECTION D - UNIFORM GENERAL TERMS AND CONDITIONS

CONTRACT INTERPRETATION:

Implied Contract Terms: Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

CONTRACT ADMINISTRATION AND OPERATION:

Non-Discrimination: The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Property of The School District: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of The School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to

anyone else. The Contractor shall not use or release these materials without the prior written consent of The School District.

RISK AND LIABILITY:

Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

Indemnification Property and Injuries: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless The School District and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission or failure to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its agents, its employees, its subcontractors, anyone directly or indirectly employed or engaged by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Lawn Care and Maintenance Services contemplated by this agreement; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Contractor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Contractor's employees; or any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

Third Party Antitrust Violations: The Contractor assigns to the Board of Education any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials or services supplied by third parties to the Contractor in fulfillment of this Contract.

CONTRACT TERMINATION:

Cancellation for Conflict of Interest: The Board of Education may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Board of Education is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation

unless the notice specifies a later time.

Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the Board of Education determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of The School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Board of Education, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

Suspension or Debarment: The Board of Education may, by written notice to the Contractor, immediately terminate this Contract if the Board of Education determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.

Termination for Convenience: The Board of Education reserves the right to terminate the Contract in whole or in part for convenience at any time without penalty or recourse upon 90 days prior written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Board of Education. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to The School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.

Termination for Default: In addition to the rights reserved in the Uniform Terms and Conditions, the Board of Education reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Board of Education shall provide written notice to the Contractor of the termination and the reasons for it.

Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to

the Board of Education.

The Board of Education may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the Board of Education for any excess costs incurred by the Board of Education procuring the materials or services.

Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

Registered Sex Offender Restriction: The successful bidder agrees that no employee of the Vendor or a subcontractor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on The School District premises or equipment at any time when students are, or are reasonably expected to be, present. The Vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in the immediate cancellation of the contract by The School District.

BIDDER'S Certification:

Each bid must be accompanied by a Contractor Eligibility Affidavit certifying that the Bidder 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 [720 ILCS 5/33E-3, 5/33E-4]. The form for Contractor Eligibility Affidavit is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Contractor Eligibility Affidavit.

During the performance of this contract, the Contractor agrees to the following:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such affirmative undertakings 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of the nondiscrimination clause.

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, [775 ILCS 5/1 - 101 et. seq.], as amended from time to time, and that the Contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. The Contractor shall comply with all requirements of the Illinois Human Rights Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under that Act.

The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions and shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

Pursuant to Section 2-105 (A) (4) of the Illinois Human Rights Act, the Contractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- The illegality of sexual harassment;
- The definition of sexual harassment under state law;
- A description of sexual harassment, utilizing examples;
- The Contractor/Subcontractor's internal complaint process,

including penalties;

- The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- Directions on how to contact the Department and the Commission;
- Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act; and
- The obligation to provide sexual harassment training.

A copy of these policies shall be provided to The School District on request.

Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the Bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act [775 ILCS 5/2- 105]. The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

Each bid from a Contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the Bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug- Free Workplace Act (30 ILCS 580/1 *et seq.*). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug- Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the Bidder has made false certification or that the Bidder has violated the certification to carry out the requirements of the Illinois Drug-Free Workplace Act.

The Contractor shall comply with all provisions of the Prevailing Wage Act if applicable to this contract.

The Contractor shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and shall certify that all units furnished under this bid will conform to and comply with said standards and regulations.

By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The Board of Education may request verification of compliance from any contractor or subcontractor performing work under this contract. The Board of Education reserves the right to confirm compliance in accordance with applicable laws.

Should the School District suspect or find that the contractor or any of its subcontractors are not in compliance, the Board of Education may pursue any and all remedies allowed by law. including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

FINGERPRINT & BACKGROUND CHECKS:

For any individual required to provide services on The School District property at least five (5) times during a month, or who is or will be in contact with students, the, contractor shall, at contractor's cost, submit a full set of fingerprints to The School District in accordance with the provisions of Section 10-21.9 of the Illinois School Code. The cost of any required criminal history fingerprint checks shall be paid by the Contractor.

SECTION E- SCOPE OF WORK/SPECIFICATIONS

GENERAL REQUIREMENTS:

The Contractor shall fully cooperate with the Board of Education to ensure proper and timely Lawn Care and Maintenance services.

The Contractor shall assign a company representative to oversee The School District's Lawn Care and Maintenance services.

The Contractor shall furnish qualified personnel, products, equipment, supplies and services to perform the services as specified at The School District's sites listed herein. As new schools/sites are built, additional sites will be added to the contract.

The Contractor shall protect The School District's property from damage or loss. The Contractor shall make good any damage, injury or losses caused by its operations, or those of its employees. If repair or replacement is completed by the Board of Education, the cost of such work shall be deducted from the Contractor's invoice.

The Contractor's field employees shall be required to wear a uniform bearing the Contractor's name. Such employees shall additionally bear some means of individual identification such as a nametag or identification card. No employee of the Contractor shall endanger any child, employee, person, property, etc. Upon notification by the Board of Education, the Contractor shall immediately remove from the job any of its employees whose continued employment under this contract is inconsistent with the interest of the Board of Education.

SPECIFIC REQUIREMENTS:

Mowing of all grass areas at the specified sites **will require one cutting per week with removal of all yard waste and trimmings hauled away weekly**. Three additional cuttings are to be included at each site to be used at The District's discretion. Cost for one hundred (100) cubic yards of mulch **with install for each region** will be provided. Additional cost of per twenty (20) cubic yards of mulch **with install** to be added per region if requested. Mowing is to be performed at specified hours as provided and agreed upon by The District. The school calendar for the 2024-2025 school year may be found at:

https://www.d131.org/wp-content/uploads/2024/04/2024-25_School_Calendar_Eng.pdf

The contractor must be flexible with the mowing schedule due to the nature of outdoor activities.

1. The mowing patterns used will be alternated after each mowing.
2. All grass next to foundations, light poles, sign poles, fire hydrants, fencing, and trees will be trimmed after each mowing and yard waste and clippings hauled away.

3. **With District approval, ROUND-UP or like** may be used to reduce trimming by fence lines.
4. All patios and sidewalks will be cleaned of all debris as part of the completion of each week's activities.
5. All paper, debris and litter will be removed from landscaping on a weekly basis.
6. All planting beds and flower beds will be kept clean of weeds and other unwanted growth (**monthly**). Clean all perennials of dead foliage and flowers.
7. Trim back all bushes, trees, and perennials at end of growing season and hauled away.
8. Work must be completed around any school activities, including but not limited to: class/testing schedules, events, athletics/physical education, etc.

Trees, Bushes and Shrubs

1. All plant, flower and tree beds will be treated in such a manner as to present a neat and weed-free appearance at all times.

Spring/Fall Clean Up

1. The landscaper will remove all winter debris. This portion of service should be completed between April 1st and April 30th unless otherwise agreed upon by The School District.
2. Where applicable, all tree, bush and shrub beds will be spade edged and cultivated a total of two (2) times during each season as part of Spring and Fall clean up.
3. All tree, bush and shrub beds will be cleaned of all debris.
4. Leaves will be removed from the landscaping each week during the months of October and November, subject to change based on weather during the term of this contract.
5. Cutback trees and other plantings around walkways and drives.

Chemical Applications

1. Any chemical applications must be approved by the School District prior to any applications.
2. The contractor must notify The School District at least ten (10) days in advance of spraying any chemicals.
3. Licensed chemical applicators are required.

CONTRACTOR INFORMATION FORM AND QUESTIONNAIRE
For
Lawn Care and Maintenance Services
East Aurora School District 131

TO THE BIDDER:

In making its award the Board of Education will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire will be basis for rejection of the bid. The Board of Education will use, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm _____
2. Address _____
3. Telephone Number _____
4. Type of Organization _____
 - a. Corporation Yes___No___

If yes, list officers and positions, and State in which incorporated:

If Bidder Corporation is a subsidiary, give name, address and state of incorporation of Parent Corporation:

- a. Partnership Yes_____No_____

If yes, List partner's names and residence addresses:

General Partners:

Limited Partners:

a. Firm Name: _____

b. Individual Proprietorship Yes _____ No _____

B. NATURE OF OPERATIONS

1. How long have you been engaged in the Lawn Care and Maintenance Service business under your present business name?

2. How many years of experience does your firm have in Lawn Care and Maintenance Service work similar to that called for under this bid? _____

3. Have you now contracted, or have you ever contracted, to provide Lawn Care and Maintenance Service for any school district or municipality in the State of Illinois?

Yes _____ No _____

a. If "yes," provide the following information on Lawn Care and Maintenance Service you have had with school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):

- i. Year contract awarded
- ii. Type of Work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notice claims filed

- b. Provide the following information on Lawn Care and Maintenance Service contracts of a similar nature as called for in this bid that you have had with parties other than school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):
 - i. Year contract awarded
 - ii. Type of Work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notice claims filed

- c. List all Lawn Care and Maintenance Service contracts which you have failed to satisfactorily complete and the reasons for this.

C. FINANCIAL AND CREDIT DATA

- 1. If your bid is considered for award, and if requested by the Board of Education, will you supply the following data?
 - a. Names and addresses of any banks where you regularly do business.
Yes_____ No_____

 - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
Yes_____ No_____

 - c. Give credit references, including at least *three* trade or industry suppliers with whom you regularly deal. Yes_____ No_____

 - d. Where have you engaged in the Lawn Care and Maintenance business, or any other type of business in the last five years? Yes_____ No_____

Location

Name of Business

What Years in Business

- e. If any of the business endeavors referred to in "d" above are no longer operating, or you are no longer associated with them, please give brief details:
2. As in "C. 1." above, would you submit, on request, a Balance Sheet for the past three (3) years? Yes_No
3. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the *bidder* (provide name of surety company, person to contact and phone number): _____
-

I certify that the foregoing is true and correct. Executed at _____
Illinois, on the ____ day of _____, 2024.

Signature of Bidder

Contractor Eligibility Affidavit

_____, as part of its bid on a contract
(Name of contractor)

for Lawn Care and Maintenance Services to Aurora East School District #131, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]

By: _____
(Authorized Agent
of Contractor)

Subscribed and sworn to
before me this ____ day
of _____, 202____.

Notary Public

Certification Form

Acknowledgment to Prevailing Wage of Wages: The undersigned attests that he will pay the prevailing rate of wages as indicated in the Instructions to Bidders.

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

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

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

The undersigned hereby certifies that having submitted in bid proposal to the East Aurora School District 131 that same bidder has a written sexual harassment policy in place and is in compliance with the Illinois Human Rights Act [775 ILCS 5/2-105]

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

The undersigned which has 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.

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

References

References: Please list three--attach list if necessary—include company name, address, phone number, and contact name
1)
2)
3)

Receipt of Addenda:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

**East Aurora School District 131 Bid #2024-10 Exhibit A
Facility Addresses**

***PRE-BID WALKTHROUGH AVAILBLE MAY 15, 2024 10:00AM, MEET AT
411 HILL AVE. AURORA, IL 60505***

Administrative Center	310 Seminary Ave, Aurora, IL 60505
Allen Elementary School	700 S. Farnsworth Ave., Aurora, IL 60505
Bardwell Elementary School	550 S. Lincoln Ave., Aurora, IL 60505
Beaupre Elementary School	954 E. Benton St., Aurora, IL 60505
Benavides Steam Academy	250 E. Indian Trail, Aurora, IL 60505
Brady Elementary School	600 Columbia St., Aurora, IL 60505
Cowherd Middle School	441 N. Farnsworth Ave., Aurora, IL 60505
Dieterich Elementary School	1141 Jackson St., Aurora, IL 60505
Fred Rogers Magnet Academy	157 N. Root St., Aurora, IL 60505
Gonzales Child Center	1480 Reckinger Rd., Aurora, IL 60505
Hermes Elementary School	1000 Jungles Ave., Aurora, IL 60505
Johnson Elementary School	1934 Liberty St., Aurora, IL 60505
Krug Elementary School	240 Melrose Ave., Aurora, IL 60505
O'Donnell Elementary School	1640 Reckinger Rd., Aurora, IL 60505
Oak Park Elementary School	1200 Front St., Aurora, IL 60505
Resilience Education Center	417 Fifth St., Aurora, IL 60505
Rollins Elementary School	950 Kane St., Aurora, IL 60505
Simmons Middle School	1130 Sheffer Rd., Aurora, IL 60505
Waldo Middle School	56 Jackson St., Aurora, IL 60505

East Aurora School District 131 Bid #2024-10 Exhibit B
Lawn Care and Maintenance District Base Bid Form Annual Cost by Region
(based on approximately 32 weeks of service)

	2024	2025	2026
Region 1-Mow & Trim (Weekly)	\$ _____	\$ _____	\$ _____
Region 1- Spring Clean Up (1x)	\$ _____	\$ _____	\$ _____
Region 1-Fall Clean Up (1x)	\$ _____	\$ _____	\$ _____
Total Region 1 (32 weeks of service)	\$ _____	\$ _____	\$ _____
	(ANNUAL TOTAL TO INCLUDE SPRING AND FALL CLEAN UP)		
100 CU. YD. mulch with install	\$ _____	\$ _____	\$ _____
Per added 20 CU. YD. with install	\$ _____	\$ _____	\$ _____

	2024	2025	2026
Region 2-Mow & Trim (Weekly)	\$ _____	\$ _____	\$ _____
Region 2- Spring Clean Up (1x)	\$ _____	\$ _____	\$ _____
Region 2-Fall Clean Up (1x)	\$ _____	\$ _____	\$ _____
Total Region 2 (32 weeks of service)	\$ _____	\$ _____	\$ _____
	(ANNUAL TOTAL TO INCLUDE SPRING AND FALL CLEAN UP)		
100 CU. YD. mulch with install	\$ _____	\$ _____	\$ _____
Per added 20 CU. YD. with install	\$ _____	\$ _____	\$ _____

	2024	2025	2026
Region 3-Mow & Trim (Weekly)	\$ _____	\$ _____	\$ _____
Region 3- Spring Clean Up (1x)	\$ _____	\$ _____	\$ _____
Region 3-Fall Clean Up (1x)	\$ _____	\$ _____	\$ _____
Total Region 3 (32 weeks of service)	\$ _____	\$ _____	\$ _____
	(ANNUAL TOTAL TO INCLUDE SPRING AND FALL CLEAN UP)		
100 CU. YD. mulch with install	\$ _____	\$ _____	\$ _____
Per added 20 CU. YD. with install	\$ _____	\$ _____	\$ _____

THE SCHOOL DISTRICT RESERVES THE RIGHT TO SEPARATE REGIONS AND AWARD CONTRACTS TO MULTIPLE VENDORS FOR SERVICES WITHIN ANY GIVEN REGION.

**East Aurora School District 131 Bid #2024-10 Exhibit C
Regions and Acreage**

<u>Region 1</u>	<u>Address</u>	<u>Approx. Acres</u>
• Krug Elementary	240 Melrose Ave.	3.83
• Dieterich Elementary	1141 Jackson St.	5.12
• Allen Elementary	700 S. Farnsworth Ave.	6.75
• Beaupre Elementary	954 Benton St.	1.37
• Rollins Elementary	950 Kane St.	1.25
• Oak Park Elementary	1200 Front St.	2.01
	Total	20.33 Acres
<u>Region 2</u>		
• Johnson Elementary	1934 Liberty St	5.95
• Hermes Elementary	1000 Jungles Ave.	5.95
• O'Donnell Elementary	1640 Reckinger Rd.	5.72
• Gonzales Child Center	1480 Reckinger Rd.	4.85
	Total	22.47 Acres
<u>Region 3</u>		
• Cowherd Middle School	441 N. Farnsworth Ave.	8.80
• Simmons Middle School	1130 Sheffer Rd.	5.13
• Waldo Middle School	56 Jackson St.	2.36
• Administrative Center	310 Seminary Ave.	1.42
• Bardwell Elementary	550 S. Lincoln Ave.	1.96
• Fred Rodgers Magnet	157 N. Root St.	1.05
• Benavides STEAM	250 E. Indian Tr.	0.54
• Brady Elementary	600 Columbia St.	0.90
• Resilience Center	417 Fifth St.	0.25
	Total	22.41 Acres

CONTRACTOR OWNERSHIP QUESTIONNAIRE
(to be used solely for reporting purposes)

Pursuant to 105 ILCS 5/10-20.44 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)

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).