



INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

SNOW REMOVAL & ICE CONTROL SERVICES 2026-27, 2027-28, 2028-29

Submit your bids to the attention of:

**Ms. Amy K. McPartlin, CSBO
Asst. Superintendent for Finance & Operations
Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070**

There will be a **MANDATORY Pre-Bid Meeting** on **Wednesday, October 7, 2026 at 10:00 AM** at the above location. All contractors are required to have a company representative attend.

Bids must be received at the above address no later than the following date and time of the scheduled public bid opening:

Tuesday, October 13, 2026 at 1:00 PM

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

"2027-2029 SNOW REMOVAL & ICE CONTROL SERVICES BID"

Bid documents can be received via email by contacting Mr. Luis Gonzalez, Director of Operations, lgonzalez@d23.org

Company Name: _____

Company Address: _____

Phone: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
SNOW REMOVAL & ICE CONTROL SERVICES
2026-27, 2027-28, 2028-29
INSTRUCTION TO BIDDERS

1. GENERAL

- A. Bids shall be submitted to the attention of the Chief School Business Official in a sealed envelope, properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made of the forms included with this bid package. Unsigned or late bids will not be considered.
- C. Any interpretation of the proposed documents will be made only by addendum issued by the School District. A copy of the addendum will be **emailed** to each person receiving a set of bid documents. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.
- D. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal Taxes. Tax exempt # E9997-8520-07.
- E. All prices must be quoted at the F.O.B destination. Prices shall include all charges for packing, transportation, and delivery. Shipments will become property of the consignee after delivery and acceptance.
- F. All questions regarding the bid shall be directed to Luis Gonzalez, Director of Operations, via email ONLY lgonzalez@d23.org.

2. ERRORS & OMISSIONS

- A. All bids shall be fully completed when submitted. The signing of the bid submittal form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive, and irrevocable. No claim for relief because of errors, or omissions in the bidding will be considered. Bidders will be held strictly to the bids as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the bid but shall be written separately and independently of the bid documents. Bidder acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such bidder's bid is in the School District's best interest.
- C. Should a bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Operations **via email** who will issue the necessary clarifications to all prospective bidders by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

3. FIRM BID

All prices, terms, and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.

4. SAMPLES

Bidders may be required to furnish samples of ice melting products upon request at no additional charge.

5. QUANTITIES

When so indicated, quantities shown may be estimates only. It is the Contractor's responsibility to visit each site to determine exact quantities.

6. ITEM SPECIFICATIONS & SUBSTITUTIONS – N/A

7. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, email, or in person prior to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of Prospect Heights School District 23 Board of Education after the scheduled bid opening.

8. FINANCIAL STABILITY

The School District may require, upon request, evidence as to the financial stability of the bidder. Upon request, the bidder shall provide the following information to the School District within 48 hours:

1. The name of any owner or co-owner, equity of each co-owner or corporate officers of the entity submitting the bid, and the name, address, and business telephone number of such person.
2. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.

9. INVESTIGATION OF BIDDERS

- A. Prospect Heights SD23 will make such an investigation as necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
- B. 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.

10. RESERVATION OF RIGHTS BY THE DISTRICT

- A. The Board of Education reserves the right to reject any and all bids or portions of bids, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the

proven ability of the bidder to satisfactorily perform the contract so that the service will be provided in accordance with the proposed contract documents.

- B. The Board of Education shall award each item noted in the specifications to one contractor.
- C. The Board of Education reserves the right to determine whether:
 - 1. An equal or alternate is a satisfactory substitute.
 - 2. Delivery date is entitled to more consideration than price.
 - 3. A bidder is not a responsible bidder
 - 4. What exceptions or deviations from the written specifications will be accepted.

11.AWARD AND CONTRACT

All bids will be awarded upon the approval by the Board of Education. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid document.

12.SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these forms will indicate the bidder's compliance with all bid specifications and included terms and conditions.

13.INVOICING

Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.

14.EXAMINATION OF DOCUMENTS AND SITES

- A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
- B. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each bidder shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.

15.DAMAGES TO PROPERTY

- A. While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures or equipment. Any damages caused by the Contractor must be repaired or replaced at the discretion of the District.
- B. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor.
- C. The District may reserve the right to withhold payment for unpaid damages.

16.SITE CLEANUP

The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.

17. SAFETY

The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

18. INSURANCE

- A. The successful bidder shall carry insurance, in company or companies acceptable to the District.
- B. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Chief School Business Official.
- C. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District:
 - 1. Workers Compensation Insurance:
 - a. Coverage A – Illinois Statutory Limits
 - b. Coverage B- Employers Liability \$1,000,000 Limit
 - c. A waiver of subrogation in favor of SD23 shall be included
 - 2. Automobile Liability Insurance
 - a. \$1,000,000 combined single limit per occurrence for bodily and property damage and include coverage for all owned, non-owned, and hired automobiles.
 - 3. Commercial General Liability Insurance shall provide the following limits:
 - a. \$1,000,000 each occurrence
 - b. \$2,000,000 General Aggregate
 - c. \$3,000,000 Completed Operations Aggregate
 - d. \$1,000,000 Personal Injury
 - 4. Umbrella Liability Insurance:
 - a. \$2,000,000 for bodily injury and property damage
- D. The Contractor shall provide such insurance naming Prospect Heights SD23 as "Additional Named Insured" and shall state that all insurance listed above is primary and noncontributory (Form CG2026). All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

19. PERSONNEL

If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

20. ASSIGNMENT OR SUBCONTRACTING

The successful bidder shall not, without written consent of the Chief School Business Official and the Director of Buildings and Grounds, make any assignment of sub-contract for the execution of the work hereby quoted.

21. DISTRICT EMPLOYEES

Each bidder shall affirm that no Board of Education member, officer or employee of SD23 or their immediate family members, is interested financially in the proposed contract.

22. CANCELLATION OF CONTRACT

- A. In case of bankruptcy of the Contractor or failure of the Contractor to pay supplies or workers or a work stoppage or a failure by the Contractor to provide sufficient workers for the job or sufficient material for the job, the Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work at any extra expenses incidental thereto.
- B. At any time, the District may terminate the contract with or without cause.
- C. The Contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.

23. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (PERFORMANCE BOND WILL BE REQUIRED!)

- A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance Bond, in the full amount of the contract. Upon receipt of the Performance Bond, the Bid Bond will be returned to the Contractor (if required)..
- B. The bonds shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
- C. The Performance Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
- D. The Performance Bond shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of the same.

24. LIENS

No payment shall become due until the contractor delivers a complete release of all liens arising out of the contract. Final waiver of liens should be included with the final payment request. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the institution all monies that the Contractor may be compelled to pay in discharging such a lien, including related costs and reasonable attorney's fees.

25. BID SECURITY (NOT REQUIRED!)

- A. Unless otherwise specified, A Bid Bond or Certified Check made payable to Prospect Heights SD23, Cook County, Illinois, in the amount of five percent (5%) of the proposal shall accompany each bid as a guarantee that the bidder, if awarded the contract, will furnish the required Performance and Labor and Material Payment Bonds, execute the Contract, and proceed with the work.

- B. Upon failure to do so, the Contractor shall forfeit the check or amount of bid bonds as liquidated damages. No mistakes or errors on the part of the bidder shall excuse the bidder or entitle it to a return of the check or bid bond.
- C. The bid bonds or checks will be returned immediately after award of the contract.

26. HOLD HARMLESS AND INDEMNIFICATION

- A. 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, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of 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 Contractors' officers, employees, agents, and servants) or damage to our destruction of any property, including the loss of use thereof:
 - 1. Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
 - 2. 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.
 - 3. 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.

27. GOVERNING LAW

The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms shall remain in full force and effect.

28. BIDDER'S AGREEMENT

- A. The bidder hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda.
- B. The bidder further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the bidder and the School District.
- C. The bidder further agrees that upon receipt of an authorized purchase order or when and authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School District.
- D. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
SNOW REMOVAL & ICE CONTROL SERVICES
2026-27, 2027-28, 2028-29
SPECIFICATIONS

1. Prospect Heights School District 23 is soliciting bids for snow removal and ice control services. The initial three-year (3) term of the agreement may be extended for up to five additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document.
2. Contractor is requested to provide a bid on snow removal and ice control services per the attached specifications, drawings, and general conditions. Contractor must bid on ALL locations.
3. Contractor certifies that they are qualified to provide and perform services in a professional manner. Contractor certifies that it has enough onsite and backup equipment and manpower to accomplish snow removal at all sites for accumulations up to six (6) inches within four (4) hours from the beginning of a snow event.
4. Contractor shall be required to submit a list of equipment to be used at each site.
5. Bids are considered firm from the time of bid opening until November 15, 2026.
6. The successful Contractor will be required to furnish an insurance certificate naming Prospect Heights SD23 as additional insured, as requested in the General Conditions section of this document.
7. Period of Coverage - The Contractor is on call 24 hours a day, seven days a week, for regular and special service requests. Weekends and all holidays are treated as regular business days. This is effective from the first snowfall of 1" or greater and/or ice control event, through the last snowfall of 1" or greater and/or ice control event during the entire snow removal season.
8. Account Supervision and Communication - The Contractor shall assign one (1) point of contact whom the District authorized representative will communicate with on a daily basis. The Contractor shall have mobile phones and provide the Director of Buildings and Grounds contact numbers that will always be answered by a live representative of the Contractor.
9. Snow Removal and Ice Control Event - Snow Plowing and ice control will take place seven (7) days a week. A snow removal and ice control event area defined as a single accumulation of snow of one (1) inch or more, that begins and ends without a two-hour break and needs removal.
10. Snow Removal and Ice Control Event Example:
 - A. Snowfall begins at 3:00 AM and accumulates for 4.5 hours. Whatever the snowfall total is in inches would be the event pricing.
 - B. If new snowfall begins within one hour and fifty-nine minutes of the end of the original snowfall, this snow event would be considered part of the original snow event.

- C. If a second snowfall begins two or more hours after the first snowfall event, this would be considered a new event and would be billed as a separate event based on the snowfall amount in inches.
11. The Contractor is to begin snow removal operations, leaving ample time to complete each facility no later than 6:00 AM.
 12. The Contractor is required to provide complete ice control/ice melt/de-icing application services immediately after plowing. At a minimum, all ice control material shall be IDOT and EPA approved, and must be environmentally friendly to minimize damage to concrete, asphalt paving, landscaping, and wildlife.
 13. Upon completion of snow and ice control services, the Contractor must submit via email to the Director of Buildings & Grounds, a finalized snow removal/ice control ticket, specifically documenting how much ice control material is being used at each site.
 14. No hourly or “as needed” salt spreading shall be performed by the contractor without the Contractor first receiving a special request/approval from District personnel.
 15. The billable amount for snow removal is based on the amount of snow that has fallen. This snowfall amount for any event will be determined from readings made by Weather Command / Murray and Trettel, Inc. and is hereby agreed to by the Contractor and the District as the official reporting for each site covered by this contract.
 16. Definition of Liability of Existing Conditions
 - A. The Contractor will exercise the care necessary to maintain the District’s facilities in the condition they were found.
 - B. The Contractor will tour the District sites following award and review existing conditions with the Director of Buildings and Grounds prior to the first snow event. The District and the Contractor will conduct a second review not later than the end of the season to note any additional damage.
 - C. Should the District determine that additional reviews are required during the term of the contract, the Contractor shall agree to be present for a joint review.
 - D. Any damage attributable to the Contractor, other than normal wear and tear, including but not limited to: pavement, curbs, signs, doors, turf and plant materials, will be the responsibility of the Contractor. The Contractor shall arrange repair and/or replacement work as soon as possible through a District approved vendor and will coordinate repairs with the District after identification.
 - E. The District reserves the right to place financial values on any noted damages. The District will provide written notification to the Contractor and may withhold payments reasonably covering the damage estimate unit compensation to the District has been resolved.
 17. All snow removal events shall include the labor and material for ice control services. The contractor is expected to use enough ice control material to abate the event completely.

18. Scope of Work

- A. The attached drawings are an integral part of these specifications and are intended as a guide to identify surface areas, push pile locations and stack pile locations.
 - 1. The Contractor is expected to visit each site prior to submitting a bid.
 - 2. The Contractor is expected to use his expertise to work with the Director of Operations to finalize push/pile locations prior to the first snow fall event. Please note that D23 sites are unique in nature and require additional equipment to move snow piles on a regular basis.
- B. Snow removal and ice control is to be done in a manner that clears all paved surfaces curb-to-curb and leaves the areas safe for vehicular and pedestrian traffic.
 - 1. Contractor shall remove snow from parking lots to pre-designated stacking areas as defined on site drawings, to prevent ends of parking rows from being covered by mounds of snow.
 - 2. No parking spaces can be lost to snow stacking, and no snow may be piled in end caps where parking lot cross traffic may be impaired.
 - 3. Contractor is also required to clear designated “walker” and crossing guard areas.
 - 4. The Contractor is expected to ensure that snow is removed to the designated stacking areas. All the stacking areas that the Contractor creates shall not impede pedestrian walkways or block gates.
 - 5. Relocation of snow placed in other than the designated stacking areas shall be at the Contractor’s expense and must be completed within eight (8) hours of notification by the Director of Operations.
- C. The Contractor is expected to provide all necessary equipment to ensure that snow is moved up, over, and beyond the curbs, and put in the designated stacking areas for every snow removal event. If the designated stacking areas become full (over 15’ high) the Contractor must contact the Director of Operations for authorization of where to relocate the snow. This relocation will be done at the District’s discretion and paid at the hourly equipment rate.

19. Line of Sight

The Contractor shall not pile snow higher than two (2) feet at or near intersections of traffic lanes and crosswalks as to inhibit line of sight of other traffic and pedestrians.

20. Parking Spaces and Loading Areas

All parking spots must be accessible with high priority for handicapped parking spaces and loading docks and dumpster areas.

21. Site Specific Notes (in addition to information on drawings)

- A. **Eisenhower School – 1 N Schoenbeck.** There are two (2) separate parking lots. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians

with snow removal. Main snow stack pile is located off of the circle lot. Contractor should “pull back” snow from the bottom of the main stair lot. Back playground and paths around the building are also included in scope. Dumpster area on west side of building

- B. **Betsy Ross, Anne Sullivan, and the Grodsky Admin. Building – MAIN CAMPUS.** Part of the main campus parking lot. Main snow stack pile is at the far south end of the Ross parking lot. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians with snow removal. Contractor should “pull back” snow from the main entrances towards the parking lot. Playgrounds and paths around buildings are also included in scope. Dumpster area location on the north side of Sullivan.
- C. **MacArthur Middle School – MAIN CAMPUS.** Part of the main campus parking lot. Main snow stack pile is the far west end of the MacArthur parking lot and south of the bus lane. Contractor is required to run plows on sidewalks adjacent to parking lots areas to assist building custodians with snow removal. Contractor should “pull back” snow from the main entrances towards the parking lot. Playgrounds and paths around buildings are also included in scope. Dumpster area location on the west side of MacArthur. Loading dock is used for early morning food deliveries.

22. Ice Event/Ice Control Without Plowing

- A. An ice event is an accumulation of precipitation that cannot be removed by plowing, blowing, or shoveling without first applying an ice melter agent. An ice event is further defined as a morning thaw and subsequent overnight freezing.
- B. The Contractor may be requested to provide additional ice control services as authorized by the District. Additional ice control that is performed without pre-authorization will not be paid by the District. It is the Contractor's responsibility to provide an early morning on-site inspection on “questionable days” to determine asphalt surface temperatures and the need for ice control. Should the Contractor's representative determine that no ice control is needed then the District will pay for 1 hour of labor for said inspection.

23. Ice Control Methods

- A. SD23 prefers to partner with a Contractor following the principles and guidelines of “Winter Parking Lot and Sidewalk Maintenance Manual” as published by the Minnesota Pollution Control Agency.
- B. Contractor shall calibrate spreaders at least once (fall) and provide documentation to the Director of Buildings and Grounds.
- C. It is preferred for the Contractor to be able to provide multiple materials for ice control methods including dry salt and liquid brine solutions.
- D. Prior to the first snowfall / ice control event the Contractor shall develop an ice control plan with the Director of Buildings and Grounds, including but not limited to materials, methods, surface and air temperature protocols.

24. Anti-Icing (Preferred service, Contractor shall notify District if service is not provided)

- A. Anti-icing is defined as the pre-treatment of a roadway or parking lot with ice melting chemicals before a storm, to prevent or delay the formation of ice, or the adhesion of ice and snow.
- B. Brine or wetted salt is usually applied shortly before a snow storm arrives or during a post treatment depending on severity of weather conditions. Properly performed anti-icing can reduce the amount of salt required, and allows for easier removal by mechanical methods.
- C. Contractor shall provide cost on bid form for this service at each location. Contractor should mark "not available" if service cannot be provided.

25. Fire Hydrants

Contractor shall mark all fire hydrants at each site with a high marker prior to the onset of the first snowfall. Contractor shall not bury or block access to any fire hydrant. Contractor shall remove snow around all fire hydrants as part of work.

26. Equipment and Supplies

- A. A list of available equipment that will be used on each site must be submitted with the Bid. All plow trucks should have a production rate of at least 40,000 square feet per hour. Each bidder must have equipment large enough to properly plow all locations to meet District specifications.
- B. As part of the Bid requirements, the Contractor shall supply the District with a letter stating the Contractor has a salt commitment, the amount of the commitment, and from what salt supplier. The Contractor shall also state that he will guarantee that the District will receive from the Contractor the required salt and ice melter, per event, necessary to treat the property to industry standards for each event, at no additional cost to the District.
- C. The Contractor may store two (2) pieces of equipment on site for the duration of the snow removal season.
- D. The Contractor is responsible to provide, at his expense, all equipment and supplies, including but not limited to salt, fuel, etc., to complete the work as required. The Contractor must also maintain an adequate reserve of equipment and salt in case of regular equipment failure or in case of severe storms. No salt or any other supplies may be stored at a District site. Road graders are not to be used at any District facility.

27. Work by Owner

The District reserves the right to perform any function described or otherwise inferred in this agreement with their own forces and equipment, and any time determined necessary or convenient for the District, without impact to the other provisions of this agreement. The Contractor agrees to work cooperatively with the District forces and shall not request or be eligible for payment or other compensation for work done by District forces and equipment. District forces are primarily responsible for snow removal and ice control for all sidewalks and non-paved areas of the District property.

28. Force Majeure

Despite anything contrary in this agreement, neither party will be liable or in breach or default under this contract agreement for any delay or failure of performance resulting directly from anything beyond the reasonable control of the non-performing party, including without limitations shortages in supplies or fuel, so long as the non-performing party diligently and continuously attempts to cure the non-performance caused by the force majeure event.

29. Billing Requirements

- A. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed. The Contractors' copy of snow removal and ice control ticket must be provided with the coordinating invoice. No invoices will be paid without a coordinating completed snow removal and ice control ticket.
- B. To expedite processing, all invoices are to be sent directly to:

Ms. Lorrie Ellison
Accounting Department
700 N. Schoenbeck Road
Prospect Heights, IL 60070
- C. Invoices must be submitted within 30 days of the date of service. SD23 retains the right to withhold a percentage of payment should work not be performed in accordance with this document.
- D. The District operates under terms of payment for completed and product delivered within net 30 days from the date of invoice. In no case will the District agree to late fees prior to 60 days before payment is received, based on the State Statutes for State Funded Entities (50 ILCS 505/1 Illinois Local Government Prompt Payment Act).

30. Rate Structure

All pricing shall include complete snow removal and ice control applications per event.

31. District Locations (2)

- A. **Main Campus** which consists of the following sites:

Betsy Ross School 600 N. Schoenbeck Prospect Heights, IL. 60070	Anne Sullivan School 610 N. Schoenbeck Prospect Heights, IL. 60070
Grodsky Administration Center 700 N. Schoenbeck Road Prospect Heights, IL. 60070	MacArthur Middle School 710 N. Schoenbeck Road Prospect Heights, IL. 60070

- B. **Eisenhower School**
1 N Schoenbeck Road
Prospect Heights, IL. 60070

PROSPECT HEIGHTS SCHOOL DISTRICT 23
SNOW REMOVAL & ICE CONTROL SERVICES
2026-27, 2027-28, 2028-29
BID FORM

Date: _____

Company: _____

Company Representative: _____

Company Address: _____

Company Phone: _____

Email: _____

Acknowledgement of Addendum: _____

MAIN CAMPUS

Flat Rate Removal & Ice Control, 1"-3" \$ _____

Flat Rate Removal & Ice Control, 3.1"-6" \$ _____

Flat Rate Removal & Ice Control, 6.1"-9" \$ _____

Flat Rate Removal & Ice Control, 9.1"-12" \$ _____

Pre-event anti-icing liquid application \$ _____

"As Authorized", Flat Rate Entire Lot Ice Control \$ _____

"As Authorized", Flat Rate Drive Lane, Bus/Fire Service
(NO ice control) \$ _____

"As Authorized", Flat Rate Drift Control Plow Service
(WITH ice control) \$ _____

EISENHOWER SCHOOL

Flat Rate Removal & Ice Control, 1"-3" \$ _____

Flat Rate Removal & Ice Control, 3.1"-6" \$ _____

Flat Rate Removal & Ice Control, 6.1"-9" \$ _____

Flat Rate Removal & Ice Control, 9.1"-12"	\$ _____
Pre-event anti-icing liquid application	\$ _____
"As Authorized", Flat Rate Entire Lot Ice Control	\$ _____
"As Authorized", Flat Rate Drive Lane, Bus/Fire Service (NO ice control)	\$ _____
"As Authorized", Flat Rate Drift Control Plow Service (WITH ice control)	\$ _____

UNIT RATES – to be used at Owners discretion

Hourly snow removal labor rate, without ice control	\$ _____/hour
Hourly snow removal equipment rate	\$ _____/hour
"As Authorized" hourly pricing for daytime ice control (no plowing)	\$ _____/hour
"As Authorized" cost for salt	\$ _____/ton
Hourly pricing for <i>loaders</i> to load, haul, and relocate snow at District's Discretion, per piece of equipment	\$ _____/hour
Hourly pricing for dump trucks to haul and relocate snow at District's Discretion, per piece of equipment	\$ _____/hour
Percentage rate of increase/decrease to base cost for 2025-26.	_____ %
Percentage rate of increase/decrease to base cost for 2056-27.	_____ %

PROSPECT HEIGHTS SCHOOL DISTRICT 23
SNOW REMOVAL & ICE CONTROL SERVICES
2026-27, 2027-28, 2028-29
CERTIFICATIONS

By signing this document, I state and declare that the bidder/contractor listed below and I are in compliance, and will comply with all of the certifications listed herein.

Date: _____

Company: _____

Company Representative: _____

Signature: _____

Company Address: _____

Company Phone: _____

Email: _____

1. **CERTIFICATION** – The undersigned bidder of Contractor hereby certifies that he/she is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. Additionally, the undersigned bidder certifies that they, either individually or corporately, are not under investigation or currently under suspension from IDOT or other State agencies. The bidder also certifies that he/she has read, understands and agrees that acceptance by SD23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. SD23 may declare the contract void if the certificate is false.
2. **NON-COLLUSION AFFIDAVIT** – The undersigned bidder or agent states that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Bidder further state that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of sale.
3. **PREVAILING WAGE** – Prevailing wage is required for this contract.
4. **FAIR EMPLOYEE PRACTICES** – It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry, and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.
5. **TOXIC SUBSTANCE** – The successful bidder must comply with the Toxic Substance Control Act. This Act requires that a SDS be provided for any product containing one or more toxic substances

covered in this Act. The SDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the SDS is provided.

6. SEXUAL HARASSMENT CLAUSE – Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated in this contract.
7. NO SMOKING CLAUSE – Bidder agrees the he, his employees, and sub-contractors, will abide by the SD23 no smoking policy on all District sites.
8. DRUG-FREE WORKPLACE – Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while of SD23 premises or while performing work for the District.
9. COMPLIANCE – The bidder is directed that all applicable state laws, municipal ordinances, District policies and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION – In accordance with Illinois Law, once the bids have been opened, such bids may not be modified in any way without written approval of Prospect Heights SD23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of Prospect Heights SD23.
11. SAFETY PRECAUTION CLAUSE – The Contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining, and supervising all safety precautions, and programs in connection with the performance of this contract. The District is not responsible for means, methods, and techniques of construction, maintenance work, or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE – The Contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The Contractor further understands and acknowledges that the State of Illinois requires that all employees of Contractors, licenses, Contractors or others having direct daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the Contractor agrees to provide the District with the following in writing:
 - A. Evidence that each employee, agent, Contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;
 - B. The Contractor will provide the District, upon request, a copy of the criminal check conducted on each such person.

In the event the Contractor plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, then in that event the Contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event that the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event the Contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claim.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Not applicable.

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REFERENCE LISTING

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested, please include the name, address, and contact information for four (4) current snow removal clients. Prior work experience with school district clients is preferred.

Customer #1 - Name _____

Contact _____

Phone Number _____

Dates of Service _____

Customer #2 - Name _____

Contact _____

Phone Number _____

Dates of Service _____

Customer #3 - Name _____

Contact _____

Phone Number _____

Dates of Service _____

Customer #4 - Name _____

Contact _____

Phone Number _____

Dates of Service _____

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
SNOW REMOVAL & ICE CONTROL SERVICES
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EQUIPMENT LISTING**

The contractor shall list types of equipment to be used for this contract. Contractor shall be descriptive in including size, make, type, age of equipment where possible.

MAIN CAMPUS SITE

List of equipment:

EISENHOWER SCHOOL SITE

List of equipment:
