

INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

DISTRICT LANDSCAPING SERVICES Spring 2025 and

School Years: 2025-26, 2026-27, 2027-28

Submit your bids to the attention of:

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

There will be a <u>Pre-Bid Meeting</u> on Monday November 25th, 2024 at 1:00 PM at the above location. It is strongly recommended that all contractors attend this meeting.

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

Thursday, December 5, 2024 at 1:00 PM

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

"2025-28 LANDSCAPING SERVICES"

Bid documents can be rromero@d23.org	received via email by contacting Mr. Rafael Romero, Director of Operations,
Company Name:	
Company Address:	
Phone:	
Email:	

PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 INSTRUCTION TO BIDDERS

1. GENERAL

- A. Bids shall be submitted to the attention of the Assistant Superintendent for Finance & Operations 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 Mr. Rafael Romero, Director of Operations, via email ONLY to rromero@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 N/A
- 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:
 - A. 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.
 - B. 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 School District 23 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 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 shall be repaired or replaced at the discretion of the District. The District may authorize the necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the Contractor. 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. 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
- C. 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 Assistant Superintendent for Finance & Operations and the Director of Operations, 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 the district or their immediate family members, is interested financially in the proposed contract.
- 22. CANCELLATION OF CONTRACT 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. At any time, the District may terminate the contract with or without cause. 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 and a Labor and Material Payment Bond, each in the full amount of the contract. Upon receipt of the Performance Bond and Labor and Materials Payment Bond the Bid Bond will be returned to the Contractor.
- 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 and the Labor and Material Payment 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 and the Labor and Material Payment Bond herein provided 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 be 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:
 - 1. 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 size 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 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. 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. The bidder further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the bidder and the School

District. 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 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 SPECIFICATIONS

Prospect Heights School District 23 is soliciting bids for landscaping services. There will be a <u>MANDATORY Pre-Bid Meeting</u> on Monday, November 25th, 2024 at 1:00 PM at the above location. All contractors are required to have a company representative attend.

The initial three-year (3) term of the agreement may be extended for two additional one-year (1) terms at a mutually agreed upon rate, as requested on the Bid Proposal page of this document. Contractor is requested to provide a bid on landscaping services per the attached specifications and general conditions. Contractor must bid on ALL locations. Contractor certifies that they are qualified to provide and perform services in a professional manner and that it has enough onsite and backup equipment and manpower to accomplish all requested services.

Contractor Qualifications/Bid Evaluation

- 1. If a contract is awarded, it will be to the lowest responsive, responsible vendor, taking into consideration cost, references, and other information) meeting the specifications and requirements which the District determines, at its sole discretion, will serve the best interests of Prospect Heights School District 23, considering conformity with the specifications, terms of delivery, quality and serviceability. The District will use, but may not be limited to, the following criteria in its determination:
 - A. Contractor's references experience and longevity in public school/municipal contract landscaping industry (15%)
 - B. Contractor's available equipment and assets, proposed service schedule (10%)
 - C. Contract Cost (75%) District will prioritize Base Bid Total and Alternate 2 (Weed Control) for evaluation purposes.
- 2. The District will review all submitted proposals and reserves the right to visit school districts or other entities currently being served by the Contractor.
- 3. A contract will be awarded with the understanding the vendor will comply with all applicable laws governing the issuance of contracts in the State of Illinois, as well as applicable local regulations and laws.
- 4. Depending on the meeting schedule of the Board of Education of Prospect Heights School District 23, the successful Contractor will be notified, and a purchase order will be issued. The written contract and these Bid Specifications will act as a contract for services described in this document.

- 5. Contractors are required to submit the following in a manner that will allow the District to accurately evaluate the Contractor's ability to provide the required services:
 - A. A minimum of three (3) school districts or other large entities for whom the Contractor is currently providing, or has provided within the last five (5) years, landscaping services similar in scope to those called for in these Bid Specifications.
 - B. Information about the Contractor's organization/background, including but not limited to:
 - 1) General company history and background, including longevity in landscaping contracting.
 - 2) Contractor's available equipment and assets available to service the District.
 - C. Contractor's proposed weekly service schedule.
- 6. Contractors must identify services or resources, if any, to be provided by any subcontractor(s) in day-to-day operations. Subcontracted services/resources will be used only if approved by the Owner in advance. All regular landscaping workers must be employees of the Contractor.

Landscaping Services to Be Performed

1. The Contractor will provide staff, supervision and technical direction necessary to effectively manage the landscaping programs of Prospect Heights School District 23 as required herein. In the discharge of its responsibilities, the Contractor will be guided by the highest professional and technical standards in order to accomplish the following services:

A. Professional Management

- i) The Contractor will provide professionally qualified personnel and resource management at levels given in the contract, for the performance of landscaping and groundskeeping functions.
- ii) The Contractor will make initial and continuing recommendations for landscaping and groundskeeping procedures, implementation and resource application. Recommendations will be implemented only with the Owner's agreement.
- 2. The Contractor will conduct criminal background checks, as directed by the District. All expenses related to background checks will be borne by the Contractor.
- 3. The Contractor will secure the driving record abstract of all landscaping staff that may be required to drive Contractor vehicles.

- 4. Contractor employees will perform duties while in the special school environment involving students, parents or community members. Therefore, it is mandatory that every possible precaution be taken to assure that Contractor employees are of high moral character and are properly attired.
- 5. Contractor employees must work cooperatively with the District's employees, to ensure the best possible education environment for students at Prospect Heights School District 23.
- 6. The Contractor's management personnel will routinely conduct a site review and provide a quarterly written review report.
- 7. Financial and Material Management
 - A. The Contractor will fulfill landscaping management responsibilities with strong, continued attention to fiscal responsibilities.
 - B. The Contractor will prepare landscaping budget data to assist Prospect Heights School District 23 in its budget preparation.
 - C. The Contractor will comply with Owner directives necessary to properly receive, inspect, account for, store, inventory, secure and issue landscaping supplies and equipment.

Landscaping Services Scope of Work

- 1. The Contractor will implement an effective program of landscaping maintenance, designed around environmentally sound principles and focused on the needs of people who use the landscape. The landscaping program will promote overall attractiveness as well as safe and enjoyable use of recreational facilities. Procedures and frequencies will be tailored to operate utilizing Contractor personnel whenever possible; and coordinating required subcontracting. The Contractor will establish levels and frequency of care for each site in coordination with Prospect Heights School District 23. Levels will be based on specific site use, sound principles of plant health care, and impact on site appearance and safety factors.
- 2. All personnel must be employed directly by the Contractor and/or listed subcontractors at the time of the submittal of the contract proposal, including the following:
 - A. Employees must comply with applicable state and local herbicide/pesticide application and licensing regulations. Only employees carrying Applicator and Operator licenses can apply herbicides and pesticides under this agreement. A copy of licenses must be provided for district records. Nothing is to be applied within fifty (50) feet of any playground structure, unless directed by the Owner.

3. Work Hours

A. Contractor shall be responsible for adhering to Prospect Heights ordinances.

- B. During the school year, contractors are restricted to non-combustion motorized work during the hours of 7:30 AM 3:30 PM. Propane powered equipment is **NOT** allowed between 7:30 AM 3:30 PM.
- C. Any day that the District is closed, or during extended breaks such as Thanksgiving and Spring Break, the contractor has the option of performing any type of work in accordance with paragraph B.
- D. The Summer School (ESY) Program will be present at Eisenhower during the months of June and July and restrictions apply from 7:30 AM 12:30 PM (M-F)
- E. All other work required to be completed during the school day is acceptable pending:
 - a. Advance approval from the Director of Operations
 - b. At least one contractor representative checks in at the school office to make building staff aware of work
 - c. Absolutely no combustion motors are to be utilized

4. Mowing

- A. Mowing at each site shall be completed within one day. The contractor shall supply all labor, materials, services, equipment, and supervision to perform the work specified herein. The contractor shall supervise and direct the work using their best possible skill and attention. They shall be solely responsible for all means, scheduling, methods, techniques, and procedures for coordinating all portions of the work under the contract.
- B. The importance the District attaches to safety cannot be over emphasized. Student safety is of the utmost importance and must be strictly adhered to. The contractor shall comply with all OSHA requirements. The contractor shall immediately report to the District any accidents. This accident report shall include the location of the accident, nature of the accident, the vehicle, identification number and any other information requested by the district. A written summary of the same information shall be reported to the district by the contractor, within five (5) working days of the accident. Property damage, personal property damage, or any injury resulting from the mowing activity, will be reported in full to the Director of Operations within one (1) business day of the occurrence. Any other complaints or issues by the Director of Operations will also be handled within one (1) business day.
- C. The District reserves the right to suspend the work, wholly or in part, for such a time as may be necessary due to conditions as are considered unfavorable for the satisfactory prosecution of the work; or for such time as is necessary by reason of failure to perform any or all provisions of the contract, and no additional compensation shall be paid the contractor because of such suspension.

- D. Contractor shall coordinate staging areas/parking areas with the District prior to services being rendered.
- E. Contractor shall prepare lawn areas for weekly mowing by removing all litter, leaves, twigs, rocks, and debris and mowing the grass to achieve a uniform and finished appearance for every event. The work also includes trimming, edging, and as necessary, collecting and removing clumps of grass clippings from the lawn area. It is the Contractor's responsibility to report any abnormal conditions to Prospect Heights School District 23.
- F. Mowing operations begin in April; the start date will be determined by Prospect Heights School District 23 in consultation with the Contractor. The Contractor will provide an annual schedule to Prospect Heights School District 23 for approval a minimum two (2) weeks prior to the start of the mowing season. The expectation is that under normal conditions each property will be mowed weekly. The mowing schedule must indicate the day of the week in chronological order by which each location will be mowed. The mowing date and time shall be scheduled with the Director of Operations so as not to disrupt regularly scheduled student activities in those areas.
- G. At no time will a piece of equipment be operated within 250 feet of children. The Contractor will coordinate his work to minimize interference with children playing on the fields. Safety equipment such as mowing discharge guards will be attached to mowers and in proper operation at all times. When Prospect Heights School District 23 provides the Contractor with forty-eight (48) hour advance notice, the Contractor must adjust any maintenance schedule(s) so as not to interfere with school programs and athletic events. Prospect Heights School District 23 will work with the Contractor in determining these schedules.
- H. All turf areas indicated on site plans will be cut no lower than (2 ½"). The grass will not be allowed to exceed a height of (4"). Ideal mowing heights are (2 ½") to (3"). All mower blades will be kept sharp in order to avoid tearing of grass plants and to provide a neat and even cut. Accumulated grass clippings shall not be left after mowing and be removed from property as part of the base bid. Direction of mowing will be alternated to minimize ruts and matting.
- I. Additional mowing required to maintain given grass heights will be included in the base bid. Any sites requiring additional mowing will require the Contractor to provide an additional schedule listing the sites and the second mow date. Mowing required beyond the number and frequency as stated will be by approval of the Director of Operations.
- J. No mowing will be conducted during a rainfall or after a rainfall or if the grounds are so wet that damage may occur. Grass clippings or clumps of grass left on lawns and/or the damage of lawns due to this condition are the sole responsibility of the contractor.

- K. Trimming of all obstacles poles, trees, walls, fences, along sidewalks, and the like, that are within the boundaries of the lawns being mowed, must be **fully trimmed at every mowing**. Trimming around woody plants shall be done in such a manner so no back damage occurs from mowers, string trimmers, or other tools.
- L. The Contractor will remove all grass clippings from walks, paved areas, tree rings and mulch beds. The Contractor will avoid throwing clippings onto tree rings, mulch beds, and fresh air intakes of the building's HVAC equipment. Evidence of clippings in these areas will require the Contractor to catch the clippings when mowing in these areas. Grass clippings blown onto personal or public property will be removed per occurrence and any complaint will be responded to within one (1) business day following the complaint to the Director of Operations.
- M. The Contractor will provide personnel to meet all performance standards to fulfill the scope of this agreement. The Contractor will provide equipment and labor capable of maintaining the school site per these specifications.
- N. School sites will be routinely inspected by Prospect Heights School District 23 and deficiencies brought to the attention of the Contractor. In addition to these inspections, the Contractor's representative must meet with the Owner for monthly joint inspections. The Contractor will be given **twenty-four (24)** hours to correct deficiencies. Repeated failures to address deficiencies may result in a penalty being assessed by the District.
- O. During periods of drought or slow turf growth when reduced maintenance is required, spot mowing is acceptable pending approval of Prospect Heights School District 23.
- P. If turf cannot be mowed due to inclement weather and has exceeded (4"), no more than (1/3rd) of the grass blade will be removed at a time. This will require additional mowing to meet specifications and shall be included in the base bid.
- Q. Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
- R. SCOPE OF WORK/ Mowing as follows:

April	2 mowings	Two-week intervals
May	4 mowings	Every 7 days, not to exceed 4 mowings
June	4 mowings	Every 7 days, not to exceed 4 mowings
July	4 mowings	Every 7 days, not to exceed 4 mowings
August	4 mowings	Every 7 days, not to exceed 4 mowings
September	4 mowings	Every 7 days, not to exceed 4 mowings
October	4 mowings	Every 7 days, not to exceed 4 mowings
November	2 mowings	Completed no later than November 15th

CONTRACT AREA ESTIMATES

LOCATION	SQUARE FOOT	ACRES
EISENHOWER SCHOOL	342,386	7.86
BETSY ROSS SCHOOL	234,093	5.37
ANNE SULLIVAN SCHOOL	214,977	4.94
GRODSKY ADMINISTRATION	196,153	4.50
MACARTHUR MIDDLE SCHOOL	159,401	3.66

R. Spring & Fall Cleanup

Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.

At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be complete by November 30th.

S. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

5. Bed/Parking Lot Islands/Playground Care (BASE BID) – include in mowing cost

- A. The Contractor will provide bed, parking lot islands, and playground care from April through the end of the last cut of the season. Detail work consists of cleaning and maintaining the landscaped bed areas and plants on all properties. Work includes, but is not necessarily limited to, removing all litter, leaves, twigs, weeds, and debris to achieve an attractive and professional appearance. Suckers will be removed from the base of the trees.
- B. Clippings and debris will be removed from the property the same day trimming is performed. The contractor shall remove the rubbish and dispose of it off of district property. Bid price shall include disposal when necessary, following all applicable laws and all costs associated therewith.

- C. Monitor and maintain all beds, parking lot islands, and playgrounds for weeds weekly and take appropriate measures to maintain a professional appearance with minimal weed growth through manual removal and/or chemical controls. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes.
- D. If chemical controls are used, the Contractor must comply with Public Acts 91-0099 and 91-0525 that mandate Integrated Pest Management in Illinois schools. Further, all weed control applications must follow the procedures outlined in Section 4. above, "Fertilization and Weed Control". All fertilization and weed control applications need to occur on days when children are not present. **Absolutely nothing allowed within 50' of any play structure**, unless directed by the Owner.
- E. Mandatory spring cleanup includes edging all beds with a cultivated border, removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs, and trees. Ornamental grasses and perennials must be cut to a height of six inches. Beds must be raked free of accumulated debris, dead leaves, and other material. Removal of accumulated winter trash and debris from walks, lots, roadways, pavement and fence lines must be completed. Spring cleanup must be completed by April 15th.
- F. Mandatory fall clean up includes removing dead stems and leaves and other debris from perennials, vines, groundcovers, ornamental grasses, shrubs and trees. Perennials must be cut back as soon as the foliage has died. Remaining weeds must be removed manually from beds. Mulch must be raked to maintain a uniform and neat appearance. Broken or damaged stems must be removed from shrubs and trees. At the conclusion of the mowing season, the removal of all leaves, trash and debris from lawns, roadways, parking lots, walks, shrub beds, fence lines, etc. to be completed at the conclusion of the fall leaf drop. Fall clean-up must be completed by November 30th.
- G. Monthly routine lawn and plant health inspections will be made by trained landscape personnel. These inspections will include the spotting and identification of any insects, pests, disease, or unusual conditions that may occur. A representative of the contractor shall be available to meet at least once per month with a representative from the district to discuss any problems or comments about the service.

6. Mulching (ALTERNATE)

- A. The Contractor will maintain all shredded hardwood mulch. All beds are to be mulched early August with 2" depth minimum. Mulching areas include the planted areas around all of the buildings.
- B. The Contractor must remove all litter, weeds and plant debris from mulch areas. **Do not** bury leaves, stems, or vines under mulch material. All finished mulch areas will be smooth and level to maintain a uniform surface and appearance.

- C. Maintain an appropriate mulch layer around plants to promote and maintain a healthy appearance including, but not limited to annuals, perennials, bulbs, ground cover vines, grasses, shrubs, evergreens, and trees
- D. The Contractor will keep mulch away from crowns, stems, necks, or trunks of all plants and in general insure placement of mulch does not damage plants.
- E. Mulch must be lower than building foundation lines and sloping away, at all times.

Areas that do not require new mulch, will be cultivated to give the existing a fresh look.

- G. Specification for the mulch is the following; Wood chip mulch shall be installed min. 2" deep, of a double ground fibrous nature, 2 inches to 3 inches in length. Materials shall be free of all foreign debris including clods, adhering films of dirt, and weed seeds, roots or stolons.
- H. Playground areas are to be mulched with ASTM Playground certified mulch in early August. Depth of new mulch must be installed at min. 6", though additional mulch may be required to fill in low areas. Contractor to notify Owner of existing conditions prior to first application.

7. General Turf Repairs (BASE BID) – include in mowing cost

A. Provide turf repairs at the school site as needed to maintain an attractive and professional appearance (include in mowing cost).

8. Tree and Shrub Care (**BASE BID**)

- A. The Contractor shall trim trees and shrubs on a **weekly basis** to maintain a reasonable professional appearance. Major trimming and pruning shall occur two (2) times per year, after spring growth and prior to school starting. Dates shall be coordinated with the Director of Operations.
- B. Trees limbs that impede with vehicle or pedestrian traffic shall be trimmed as needed.
- C. Any shrub, which dies, shall be promptly and completely removed. Please notify the Director of Operations prior to removing any shrubs. Work may be charged on a Time and Materials basis.

9. Landscaping Equipment (**BASE BID**)

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

- 10. Sidewalk Edging (**BASE BID**) Edging of all sidewalks using a mechanical motorized edging machine, cutting along the walks, removal of cut turf, blowing of walks after edging. To be done once a year in July or August.
- 11. Weed Control and Fertilizer Application Program (ALTERNATE)
 - A. Application of Weed Control and Fertilizer shall be to all mowed areas at all the sites. Contract must conform to State of Illinois Requirements concerning the application of pesticides, fertilizers and weed control. **Absolutely no application permitted within fifty (50) feet of any play structure.**
 - B. Notification must be provided to the District at least five (5) days prior to the application of pesticides so the district can notify staff and parents/guardians of students of the application.
 - C. Application is only allowed on non-attendance days or weekends.
 - D. The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractors on District property.
 - E. All persons who will be applying pesticides of any manner must be properly licensed with the Illinois Department of Agriculture. The company must have both the applicator and operator licenses for turf grass and ornamentals. (A copy of these licenses must be provided upon acceptance of alternate bid.) Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations. If this service is outsourced the same information is necessary, as well as additional insurance naming Prospect Heights School District 23 as additionally insured before the contractor applies treatment.
 - F. A combination of a pre-emergent herbicide used in the spring in the beds and weed killer used in the summer may be used to keep beds weed free; however, their use in the proximity of trees, shrubs, and plants shall be closely monitored and carefully controlled. All shrub/ tree beds will be properly edged to maintain a clean edge.
 - G. Fertilization will be performed min. two (2) times a season during the year. The spring application will include pre-emergent crabgrass control and also broadleaf weed killer; and will be performed on student non-attendance days to be coordinated with the District. The fall application is to be performed on student non-attendance days to be coordinated with the district and will include a broadleaf herbicide and a winterizing fertilizer. All applications of fertilizer will have the recommended portions of nitrogen, phosphorus, and potassium. Organic fertilization products are highly recommended.

Billing Requirements

- 1. Separate invoices are required for each location for flat and hourly services which must indicate the time and date the services were performed.
- 2. To expedite processing, all invoices are to be sent directly to:

Ms. Lorrie Ellison Accounting Department 700 N. Schoenbeck Road Prospect Heights, IL 60070

- 3. 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. 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).
- 4. Rate Structure All pricing shall include complete landscaping services and weed control applications per event.
- 5. The District is comprised of the following locations:

Main Campus which consists of the following sites:

Betsy Ross SchoolAnne Sullivan SchoolGrodsky Admin. Center600 N. Schoenbeck610 N. Schoenbeck700 N. Schoenbeck RoadProspect Heights, IL 60070Prospect Heights, IL 60070Prospect Heights, IL 60070

MacArthur Middle School 710 N. Schoenbeck Road Prospect Heights, IL 60070

Eisenhower School (Separate Site)

1 N. Schoenbeck Road Prospect Heights, IL 60070

PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 BID FORM

		MAIN (CAMPUS - PR	OVIDE ONE TO	TAL COST
BASE BID DESCRIPTION	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
MOWING - COST PER VISIT					
ANNUAL MOWING COST 33 VISITS					
ANNUAL SPRING CLEAN UP					
ANNUAL FALL CLEAN UP					
MAJOR SHRUB & TREE PRUNING (2x Year)					
ANNUAL BASE BID TOTAL (Above 4 Lines)					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 1 - WEED CONTROL	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL WEED CONTROL/FERTILIZER APPLICATION					
		MAIN CAMPUS - PROVIDE ONE COST			
ALTERNATE 2 - MULCHING	EISENHOWER SCHOOL	BETSY ROSS SCHOOL	SULLIVAN SCHOOL	MACARTHUR SCHOOL	ADMIN OFFICE
ANNUAL MULCH - PLANT BEDS					
ANNUAL MULCH - PLAYGROUNDS					

PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 BID FORM - CONTINUED

TOTAL COST for Year One Services as shown above (Total Annual Base Bids for All Sites)	%
Percentage rate of increase/decrease to base cost for SECOND year	%
Percentage rate of increase/decrease to base cost for THIRD year	
Date:	
Company:	
Company Representative:	
Company Address:	
Company Phone:	
Email:	

PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 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.

- 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 not required for the maintenance portion of 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 an MSDS be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the Contractor will not be paid until the MSDS 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 that they, their 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 by 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 has direct, daily contact with students on school property, in order to fulfill its obligations under this agreement with the District, 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.

Date:		
Company:		
Company Representati	ve:	
Signature:		
Company Address:		
Company Phone:		
Email:		

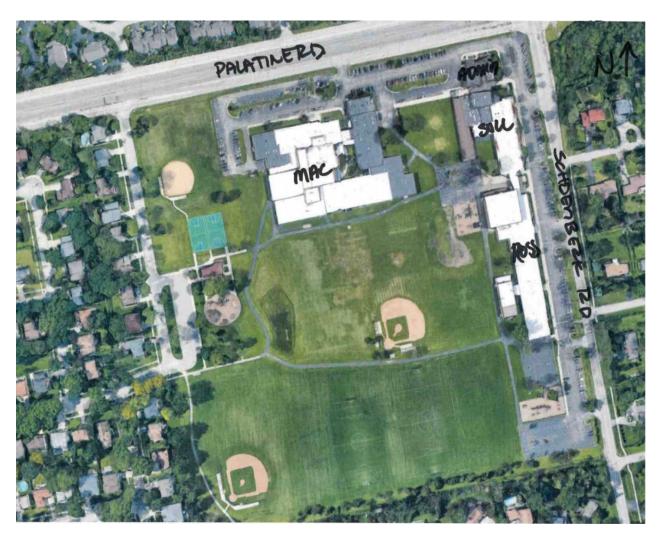
PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 REFERENCE LISTING

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 clients and include the type of services provided. Prior work experience with school district clients if preferred.

Customer #1	 		
Contact		 	
Phone Number			
Description of Work	 		
Dates of Service			
Customer #2	 		
Contact			
Phone Number			
Description of Work			
Dates of Service			
Customer #3			
Contact			
Phone Number			
Description of Work			
Dates of Service			
Customer #4			
Contact			
Phone Number			
Description of Work			
Dates of Service			

PROSPECT HEIGHTS SCHOOL DISTRICT 23 DISTRICT LANDSCAPING SERVICES SPRING, 2025 & SCHOOL YEARS: 2025-26, 2026-27, 2027-28 DISTRICT AERIAL VIEWS

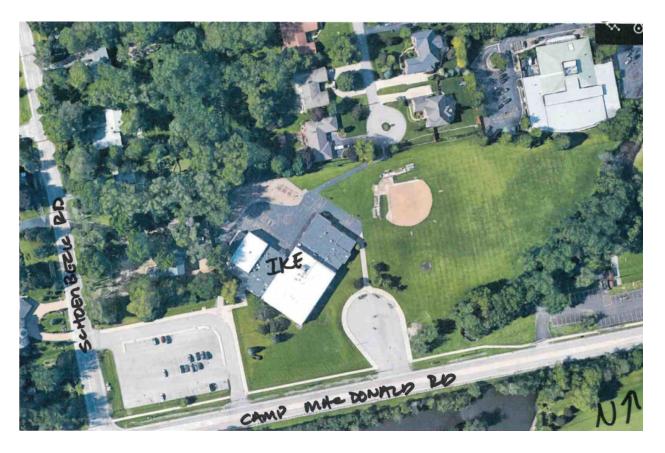
MAIN CAMPUS



MAIN CAMPUS



EISENHOWER SCHOOL



EISENHOWER SCHOOL

