

LEGAL NOTICE

Invitation to Bid Landscaping

The Board of Education of Oak Park Elementary School District #97 will receive sealed LANDSCAPING SERVICES bids at the Administrative Office located at 260 West Madison Street – Oak Park, IL, (60302), until 3:00 p.m. on Friday, March 31, 2017.

Bids mailed or delivered shall be marked to the attention of:

Board of Education
Attn: Dr. Alicia Evans
260 Madison Street
Oak Park, Illinois 60302

The front of the envelop should be clearly marked "LANDSCAPE SERVICES". Additional information may be obtained by contacting Dr. Evans at (708) 524-7623.

Bid Due Date: Friday, March 31, 2017 at 3:00 P.M.

Only those bids complying with the provision and specification of the bid will be considered. The Board of Education reserves the right to waive any informalities, qualification or irregularities and/or reject any or all bids, when in its opinion; such action will serve the best interest of the Board of Education of Oak Park Elementary School District 97.

Contracts awarded by the Board of Education require that bidders with the Prevailing Wage Act of the State of Illinois; and the general prevailing rate of wages shall be paid for each type of work required to execute the contract.

Alicia Evans
Assistant Superintendent for Finance & Operations
Board of Education – Oak Park District #97

GENERAL CONDITONS

SCOPE OF WORK

The Landscape maintenance work consists of providing all labor, materials, equipment and all incidentals necessary to perform turf care, pruning, and care of bedded plants. A map of the Village of Oak Park is provided and maps of each site are included. The Bidder is responsible for familiarizing him/her self with the areas involved.

Maintenance Results

The expected results of this contract are described herein:

1. Substantial improvements in the existing overall appearance of Board properties.
2. Improvements in the health and vigor of all turf area.
3. Improvement in the capabilities of these areas to withstand heavy use.

Herbicides and Pesticides

Use of Herbicides and Pesticides is not allowed.

SAFETY PRECAUTIONS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs necessary to prevent damage or injury.

SITE MAINTENANCE

The contractor at all times should keep the site and adjoining premises free from accumulation of waste materials or rubbish caused by his employees or work. In the case of a dispute, the Board may remove the rubbish and charge the cost to the Contractor.

PAYMENT

Invoicing for contractual service shall be done on a monthly basis for ten (10) months. Upon presentation of an acceptable bill, the board will pay the Contractor 1/10th of the contract price. If the Contractor fails to observe any of the features of the contract, the board may withhold the monthly payment until satisfied that the contract has been observed.

LANDSCAPE MAINTENANCE

BASE BID SPECIFICATION:

TURF CARE:

A. Mowing:

1. Before mowing, paper and other small debris shall be picked up and disposed of properly.
2. All turf areas shall be mowed as often as required, (approximately 5-10 day intervals), in order to maintain a turf height 2" to 3" which is uniform and presents a finished appearance. Intervals shall be timed, so that no more than 1/3 of the grass blade is removed per cutting.
3. Mowing shall be achieved in such manner that removal of grass clippings is not necessary. When clippings fall back on the turf, are matted and will cause injury to the turf, they must be removed. Direction of mowing shall be alternated, so the grass is not mowed the same direction each time. All pavement areas shall be left broom cleaned of all mowing debris.
4. All mowing equipment shall be in excellent operating condition, with all grass cutting edges sharp and in proper adjustment. Mowing equipment shall be operated in such a manner as to prevent damage to the turf, nearby trees, shrubs, ground covers, and structures.

B. Thatch Layer:

1. The thatch layer of the turf is to be inspected each year. If the thatch exceeds ½" in depth, it shall be removed as required by the board, by approved methods and machinery.

C. Aeration:

1. All turf areas shall be aerified as required by the Board. Aeration shall be accomplished with equipment that does not compress the soil.

D. Repairing Turf Area:

1. Overseeding: All thin and worn areas of turf shall be over-seeded a minimum of two (4) times each year (spring and fall), with a minimum of three (3) pounds of seed mixture per 1,000 square feet. Existing soils within these areas shall be scarified to prepare an adequate seed bed insuring good germination. Scarifying shall be accomplished in such manner that will not completely damage the existing turf.
2. Reseeding: All areas completely void of grass plants shall be completely reworked. Reworking shall include total soil preparation, conditioning, and seeding.
3. Protection: All turf areas overseeded or reseeded shall be protected against use until the new grass plants are established through a coordinated effort between the Contractor and the Board. The Contractor shall notify the Board twenty-four (24) hours in advance of the areas to be over seeded and/or reseeded. The Board will then be responsible for protecting the over seeding/reseeding procedures in an area. The Board will protect the overseeded/reseeded areas by erecting an adequate barrier, such as snow fencing, surrounding the newly seeded areas. The barrier will be removed by the Board at the request of the Contractor, and after the Board terminates the Contractor's responsibility for the seeding.
4. Watering: All turf areas overseeded or reseeded shall be watered to ensure germination and establishment according to the Contractor's discretion.
5. Rework or Reseeded or overseeded areas: Rework any areas that fail to show a uniform stand of grass. Seed with the same mixture applied at the same rate and repeated until all areas are covered with satisfactory stand of grass. A uniform stand of grass shall be defined as a rigorous growth of grass plants evenly distributed throughout the entire seeded area. No area larger than one (1) square foot void of grass plants will be accepted. The Contractor shall not be responsible for damage due to vandalism.

Upon completion of the required two (2) mowings the Contractor shall notify the Board who shall then determine the termination of the Contractor's responsibility for seeding.

E. Leaf Mulching:

1. Leaves on all turf areas shall be removed or mulched weekly. Mulching shall be accomplished by equipment specifically designed for that purpose or by attachments to existing equipment. Mulching shall completely pulverize the leaves to a fine residue that will fall through the turf rather than lay on the surface. Mulch only when leaves are dry.

F. Trimming:

1. All lawns shall be edge trimmed a minimum of twice per month during the growing season. This edging shall be accomplished along shrub beds, structures, curbs, walkways, and other pavements. The Contractor shall use mechanical means to accomplish such trimming.

G. Pruning:

1. Pruning includes ground covers, shrubs, hedges, and low evergreen planting. It also includes pruning of shade trees and ornamental trees under 6" inches in caliper or under 15' in height. No tree surgery is included.
2. All plant material shall be inspected while performing other maintenance duties to determine need for pruning. Pruning should be completed at least once each month in accordance with these specifications.
3. All plant material shall be pruned in order to stimulate tight, natural growth. Remove dead and broken branches, sucker growth, and bad crotches. Pruning should develop the natural form of each individual plant to assure the effect intended by the District.
4. Evergreen trees and shrubs shall be pruned only with a hand pruner to assure conserving their natural form. The exception would be hedges where a formal design is desired.
5. In general, tools to be used should conform to accepted horticultural practices. The use of hedge trimming shears shall be prohibited except for trimming specified hedges.

H. Care of Bedded Plants:

1. Existing plant beds shall be cultivated just prior to the application of mulch. The entire bed shall be covered with three (3) inches of "Green Life" mulch. Mulch shall be added to each bed every year as required to maintain three (3) inches of cover.
2. All planting beds shall be kept weed free.

Instructions to Bidders

1. GENERAL

- a. Bids shall be submitted in a sealed envelope properly marked with title of bid, date, and time of opening.
- b. Bids are to be returned to:

Board of Education
Attn: Dr. Alicia Evans
260 Madison Street
Oak Park, Illinois 60302
(708) 524-7623
- c. Your bid shall be made on the enclosed form. An incomplete bid document may disqualify the bid. Unsigned or late bids will not be considered.
- d. School District 97 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. An exemption certificate shall be furnished upon request.
- e. Bidders shall be in compliance with the Prevailing Wage Act of the State of Illinois; the general prevailing rate of wages shall be paid for each craft or type of worker or mechanic required to execute the contract or perform such work. Bidders shall, if selected, execute a Certificate of Compliance with the Prevailing Wage Act. The District acknowledges that the Prevailing Wage Act does not apply to Landscape Maintenance Services. This section does not apply.
- f. The Board of Education reserves the right to waive any informalities, qualifications or irregularities, and/or reject any or all proposals, when in its opinion, such action will serve the best interest of the Board of Education of Oak Park Elementary School District No. 97.
- g. By making a bid, the Bidder represents that the Bidder has read and understands the bid documents and that the bid is made in accordance therewith; that the Bidder has read and understands the bid documents or contract documents, to the extent that such documentation relates to the Work for which the bid is submitted; that the bidder has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed contract documents; and that the bid is based upon the material, equipment and systems required by the bidding documents without exception.

- h. Prices quoted shall include all charges for packing, transportation, and delivery specified herein.

2. BID GUARANTEE

Each bid must be accompanied by a Bid Guarantee which shall not be less than 10 percent of the amount of the base bid, and at the option of the Bidder may be a certified check, bank draft payable to the Board of Education of Oak Park Elementary School District No. 97, Cook County, Illinois, or a Bid on A.I.A. Form A-310, secured by a guarantee or surety company, duly executed by the Bidder as principal and a corporate surety authorized to do business in the State of Illinois and having a minimum equivalent of best 2 company 5 A rating. No bid will be considered unless it is so guaranteed. Cash deposits will not be accepted. Such Bid Guarantee shall be submitted with the understanding that it shall guarantee that:

- a. The Bidder will not withdraw his base bid within 60 days or alternate bid prices for 90 days after the date of the opening of bids.
- b. The successful Bidder will enter into a formal contract with the Owner and give such bonds as are required by the GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS.
- c. In the event the bid is withdrawn within the 60-day period after the date of the bid opening, the Bidder shall be liable to the owner for the full amount of the Bid Guarantee, and the Owner shall have the right to retain the proceeds of said Bid Guarantee to apply on the account of damages and excess costs which they may incur because of such withdrawal as liquidated damages and not as a penalty.
- d. In case the Bid Guarantee is in the form of a certified check or bank draft, the Owner may make such disposition of same as will accomplish the purpose for which submitted. Certified checks or bank drafts of all but the three lowest Bidders will be returned as soon as practical after the opening of the bids.

3. PERFORMANCE BOND

A Performance and Labor/Materials payment bond will be required from the successful contractor in the amount of one hundred (100) percent of the entire contract. Within (10) days after signing a contract with the Board of Education, the Contractor shall furnish and pay for the Performance and Labor/Materials payment bond as surety in the amount of one hundred (100) percent of the entire contract, covering the faithful performance of the contract and the payment of all obligations arising thereunder, including the provisions of his obligations under the contract have been performed. The "Bond" shall be written on forms furnished by the American Institute of Architects latest form, and the bonding company shall be licensed by the State of Illinois. The attorney in fact who executes the bond on behalf of the surety shall affix to

the bond a certified and current copy of the power of attorney. The Bidder shall deliver the required bonds to the Owner not later than 3 days following the date of execution of the contract. If the work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this paragraph. The bonds shall be dated on or after the date of the contract.

4. WITHDRAWAL OF BIDS

Bids will be considered to be firm for a period of sixty (60) days from the date established for the opening of bids. Bids may be withdrawn by letter if received by the District prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

- a. The Business Office will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements.
- b. The Board of Education, in determining the responsibility of any bidder, may take into account other factors in addition to financial responsibility, such as past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to: delivery policy, reliability, reputation, competence skills, efficiency, facilities, resources, and location of the bidder as related to profit reply to services needs and ease of communications. The bidder shall, if and upon the District's request, supply such information as current auditor's financial statement, insurance certification, and any other necessary information to allow the Board to determine the bidder's qualifications and responsibility.
- c. 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.

6. SPECIFICATIONS AND REQUIREMENTS

Specifications and requirements are as enclosed. Any alternates, exceptions, deviations from or qualifications to these specifications and requirements must be submitted in writing and attached to the bid document. All bids will be considered to have taken into consideration the specifications and requirements, including but not limited to any contract conditions or supplementary contract conditions included in the bid material. Unless otherwise expressly stated, all bids submitted shall constitute the Bidder's acknowledgement of and consent to such contract conditions and/or supplementary contract conditions. All product evaluations and decisions by the Board of Education shall be considered final.

7. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of Bidder is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted

8. INSURANCE REQUIREMENTS

Contracted shall provide certification of insurance issued by companies satisfactory to the District with a Best rating of a VII or better and shall be of the following types and with at least the following limits of coverage, and NAMING THE DISTRICT AS AN ADDITTONAL INSURED.

- a. Commercial Automobile Liability Coverage
 - o \$1,000,000 Combined Single Limit
 - o District should be named as an additional insured on a primary & non-contributory basis
- b. Umbrella or Excess Liability
 - o \$1,000,000 Per Occurrence
 - o \$1,000,000 General Aggregate
 - o Coverage provided should be follow form
- c. Workers Compensation Coverage
 - o Statutory limits
 - o Employers Liability Limits of \$500,000/\$500,000/\$500,000

Contractor shall agree to defend, indemnify and hold harmless the Board of .Education from and against all costs, damages, claims or expenses it may suffer, incur or sustain or become liable for, on or account of any injury to or death of its employees or to any other person, or damage to or injury to real estate or personal property caused by or arising out of the services to be performed.

9. PERMITS

Any license, special permit, fees, bonds, etc., as may be required by local or state authorities shall be paid for by the Contractor.

10. WRITTEN GUARANTEES

The Contractor shall provide the Owner with a written guarantee warranting their work to be free from defects in materials for a minimum period of one (1) year from the date of final payment, and state that their work is in compliance with the specifications and highest standards of workmanship.

Written guarantees shall be submitted with request for final payment.

The Contractor shall, at their expense, and without cost to the Owner, and within notice thereof, make good any defects in materials or workmanship which may develop during said one (1) year period, including any damage to other work caused by such defects or the repairing of the same.

11. FINAL CLEAN-UP

Prior to final payment, the Contractor shall: remove all debris from the site, remove all stains, spots, marks, and dirt from work, and restore landscaping.

12. CONTRACT PERIOD

The contract period is one year.

13. SCHEDULES

Mutually agreeable schedules for routine maintenance and playground mulch are to be developed by the Bidder and the District.

The School District will provide schedules when testing is to be conducted in the schools. No power equipment is to be used during these times.

14. AWARD

Contract will be awarded to the responsible Bidder submitting the lowest proposal complying with the conditions of the bid documents. The Owner shall have the right to accept or reject any and all bids, including, but not limited to, the low bid. The Bidder to whom the contract is awarded will be notified at the earliest practicable date. The Owner also reserves the right to reject any and all bids, which in the sole opinion of the Owner, are either no responsive or are not in the best interest of the Owner, and to waive any informality, irregularity or qualification in the bids received whenever such rejection or waiver is deemed by the Owner to be in its best interest.

15. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be constructed as acceptance of all provisions contained herein, and acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States, and the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specifications.

16. UNSIGNED OR LATE BIDS WILL NOT BE CONSIDERED

If you choose not to submit a bid at this time, please return this information stating reasons(s) you are not bidding. Failure to respond to this request may result in removal of your firm from the bidders list.

17. ADDENDA

Addenda, if any, shall be mailed or delivered to all who are known by the issuing office to have received a complete set of bid documents. Copies of addenda will be made available for

inspection wherever bid documents are on file for that purpose. No addenda will be issued later than 7 days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids. Each Bidder shall ascertain prior to submitting a bid that the Bidder has received all addenda issued, if any, and the Bidder shall acknowledge such receipt in the bid.

18. SUBMITTALS

The Bidder shall, within 15 days after notification of selection for the award of contract, furnish to the Owner in writing:

- a. A designation of the Work to be performed with the Bidder's own forces;
- b. Names of the manufacturer's products and the suppliers of principal items or system of materials and equipment proposed for the Work; and
- c. Names of persons or entities (including those who are to furnish material or equipment fabricated to a special design) proposed for the principal portions of the Work.

The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the bid documents.

Prior to the award of the contract, the Bidder will be notified in writing if, after due investigation, there exists a reasonable objection to a person or entity proposed by the Bidder. If a reasonable objection to a proposed person or entity is raised, the Bidder may, at the Bidder's option, (1) withdraw the bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover the difference in cost occasioned by such substitution. The Owner shall accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom no reasonable objection has been made must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

19. BIDDER RESPONSIBILITY

The Bidder shall assume full responsibility for timely delivery of all required submittals at the location designated for receipt of bids. Oral, telephone or telegraphic bids are invalid and shall not receive consideration.

CERTIFICATE OF BIDDER ELIGIBILITY

720ILCS 5/338-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not banned from bidding on public contracts for bid rigging or bid rotation.

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

_____, as part of its bid for _____

certifies that said contractor is not banned from bidding on the aforementioned contract as a result of a violation of either 720ILCS 5133E-3 or 720 ILCS 5133EA.

Firm Name

By: _____
Authorized Agent of Contractor

Title

SIGNED and SWORN TO before me

This _____ day of _____

NOTARY PUBLIC (SEAL)

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

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

Firm Name

By: _____
Authorized Agent of Contractor

Title

SUBSCRIBED and SWORN TO before me

This _____ day of _____

NOTARY PUBLIC (SEAL)

[Contractors With 25 Or More Employees]

CERTIFICATE OF COMPLIANCE WTTII
ILLINOIS DRUG FREE WORKPLACE ACT

_____, having 25 or more employees does hereby pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace further certifies, that [he, she, it] is not ineligible for award of this contact by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name

By: _____
Authorized Agent of Contractor

Title

SUBSCRIBED and SWORN TO before me

This _____ day of _____

NOTARY PUBLIC (SEAL)

NON-COLLUSION

AFFIDAVIT "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than: for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder _____ (Seal)

Business Address _____

(If a Partnership)

Firm Name _____ (Seal)

By _____

Business Address _____

Of the Partners _____

Of the firm _____

(If a Corporation)

Corporate Name _____

By _____

Business Address _____

(Corporate Seal)

Name of Officers: President _____

Secretary _____

Treasurer _____

Attest: _____

Secretary

Name of Bidder _____

Date _____

CERTIFICATE OF PREVAILING WAGE PAYMENT

____ Contractor, hereby certifies that all laborers, workers and mechanics performing work under the contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under the contract. If, during the course of work under this contract, the Department of labor revises the prevailing rate of hourly wages to be paid under this contract, Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum. Contractor shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's failure to comply with this certification.

Firm Name

(Does not apply to maintenance)

By: _____
Authorized Agent of Contractor

Title

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SIJBSCRIBED and SWORN TO before me

This _____ day of _____

NOTARY PUBLIC (SEAL)

INTEGRATED PEST MANAGEMENT PROGRAM

SCOPE OF WORK

Beye Elementary School
Entire perimeter

Brooks Middle School
Entire perimeter

Hatch Elementary School
Entire perimeters
Parking lot fence line

Holmes Elementary School
Entire perimeter
Courtyard

Irving Elementary School
Entire perirneter
Planter boxes

Julian Middle School
Entire perimeter

Lincoln Elementary School
Entire perimeter
Courtyard
Alley fence line

Longfellow School
Entire perimeter Courtyard

Mann Elementary School
Entire perimeters
Parking lot perimeter

Whittier Elementary School
Entire perimeter
Courtyard

Administration Building
Entire perimeter, (parkway)
Parking lot fence line
Planters

Maintenance Facility
Entire perimeter, (parkways)
Clean parking lot

Certification of Bidder

In compliance with the attached proposal, and subject to all term and conditions herein, the undersigned agrees to provide items/services to the Board of Education, District 97 as specified in the bid documents at the prices /terms quoted.

Name of Bidder:

By:

Title:

Address:

Phone/Fax:

Date:

Notary: _____

OAK PARK SCHOOL DISTRICT 97
260 W. MADISON STREET
OAK PARK, ILLINOIS 60302

By: _____
Assistant Superintendent of Finance and Operations

Date: _____

LANDSCAPE SERVICES BID FORM BID FORM

SITES:

Beye Elementary School
230 Ontario

Brooks Middle School
325 S. Kenilworth

Hatch Elementary School
1000 N. Ridgeland

Holmes Elementary School
508 N. Kenilworth

Irving Elementary School
1125 S. Cuyler

Julian Middle School
416 S. Ridgeland

Lincoln Elementary
1111 S. Grove

Longfellow School
715 S, Highland

Mann Elementary School
921 N. Highland

Whittier Elementary School
715 N. Harvey

Administration Building
260 W. Madison

Maintenance Facility
541 Madison (until 12/31/17)

AMOUNT: \$ _____