

Lincolnwood School District No. 74
Landscape Maintenance Services 2025 – 2026

INVITATION TO BID

January 17, 2025

Sealed bids will be accepted for Landscape Maintenance Services at the office of Courtney Whited, Business Manager, Lincolnwood School District #74, 6950 N. East Prairie Rd., Lincolnwood, Illinois, 60712, until February 4, 2025, at 10:00 a.m. at which time the bids will be opened and read publicly. The award of bid is subject to approval by the Board of Education of Lincolnwood School District #74. Instructions to bidders and bid documents are available at the above Business Office.

INSTRUCTIONS TO BIDDERS

1. GENERAL

All pertinent documents may also be examined at the Business Office at the above noted address Monday through Friday, 8:00 AM to 4:00 PM. Copies of the bid documents, specifications, and proposal forms may be obtained from the Business Office. As used herein, Contract Documents shall mean the Call to Bid, the Instructions to Bidders, General Requirements and Technical Specifications, Bid Proposal Form, Certification Form, the Landscape Maintenance Services References, the agreement between the District and the contractor ("Contract"), and any addenda.

Site visit is required to become familiar with the local conditions that may affect cost, progress, performance or furnishing of the work. Appointments may be scheduled through the Business Office.

2. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work, each bidder must submit written evidence, such as financial data, previous experience, present commitments and other such data as may be called for in the References Form.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

It is the responsibility of each bidder before submitting a bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider any permits which are required for the work and the insurance and bonding required of the contract, (d) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (e) study and carefully correlate bidder's observations with the discrepancies in the Contract Documents, and (f) notify the District of all conflicts, errors or discrepancies in the Contract Documents.

The submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this contract, that without exception the bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

4. INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the business office of the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued by addenda emailed to all parties recorded by the business office as having received the bidding documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received less than five (5) weekdays before the bid due date cannot be answered.

Addenda may also be issued to modify the bidding documents as deemed advisable by the District.

5. BID GENERAL REQUIREMENTS

Bids must be submitted in paper hard copy, to Courtney Whited at 6950 N. East Prairie Rd. Lincolnwood, IL 60712. The bidder assumes the risk of timely delivery. All Bids must be submitted on the Bid Proposal Form supplied by the Business office and shall be subject to all requirements of the Contract Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.

6. MODIFICATION AND WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted at any time prior to the opening of bids.

7. TIME FOR RECEIVING BIDS

Sealed bids shall be due by February 4, 2025 at 10:00 a.m. at the District Offices. Every effort will be made to properly receive unopened any bid received prior to the bid receipt date and time. However, District 74 assumes no liability for bids lost or misplaced that could result in a bid not opened at the appropriate time by the Business Office or bids opened in error and resealed with an affidavit of the error. The Business Office whose duty it is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered.

8. OPENING OF BIDS

Bids will be opened and (unless obviously non-responsive) read aloud publicly. The date of the bid opening is February 4, 2025 at 10:00 a.m. at the District Offices.

9. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for 60 days after the day of the bid opening, but the District may, in its sole discretion, release any bid prior to that date.

10. ITEMS REQUIRED AT BID OPENING

- a. Bid Form
- b. Letter from insurance broker or company stating that the bidder will be able to meet all insurance requirements of the contract.
- c. Certification Form
- d. References Form
- e. Copies of applicator and operator licenses for turf grass and ornamentals

11. PRICE

The prices indicated on the successful bidder's Proposal Form shall be firm for the duration of the Contract.

Federal excise tax does not apply to the district and state of Illinois sales tax does not apply. Upon request, the school district will furnish its tax exemption certificate. The amounts to be paid to the successful bidder hereunder are inclusive of all other taxes that may be levied, including without limitation, sales, use, non-resident, value added, excise and similar taxes levied or imposed upon the work. The successful bidder shall be responsible for any taxes levied or imposed upon the income or business privileges of the successful bidder.

12. AWARD OF CONTRACT

The District reserves the right to reject any and all bids, to waive any and all informalities and irregularities and to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids. Also, the district reserves the right to reject the bid of any bidder when the district believes the bid is not responsive or the bidder is unqualified or of doubtful financial or technical ability or fails to meet any other pertinent standard or criteria established by the school district in determining the lowest responsible bid.

The district may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract

Documents to the district's satisfaction within the prescribed time.

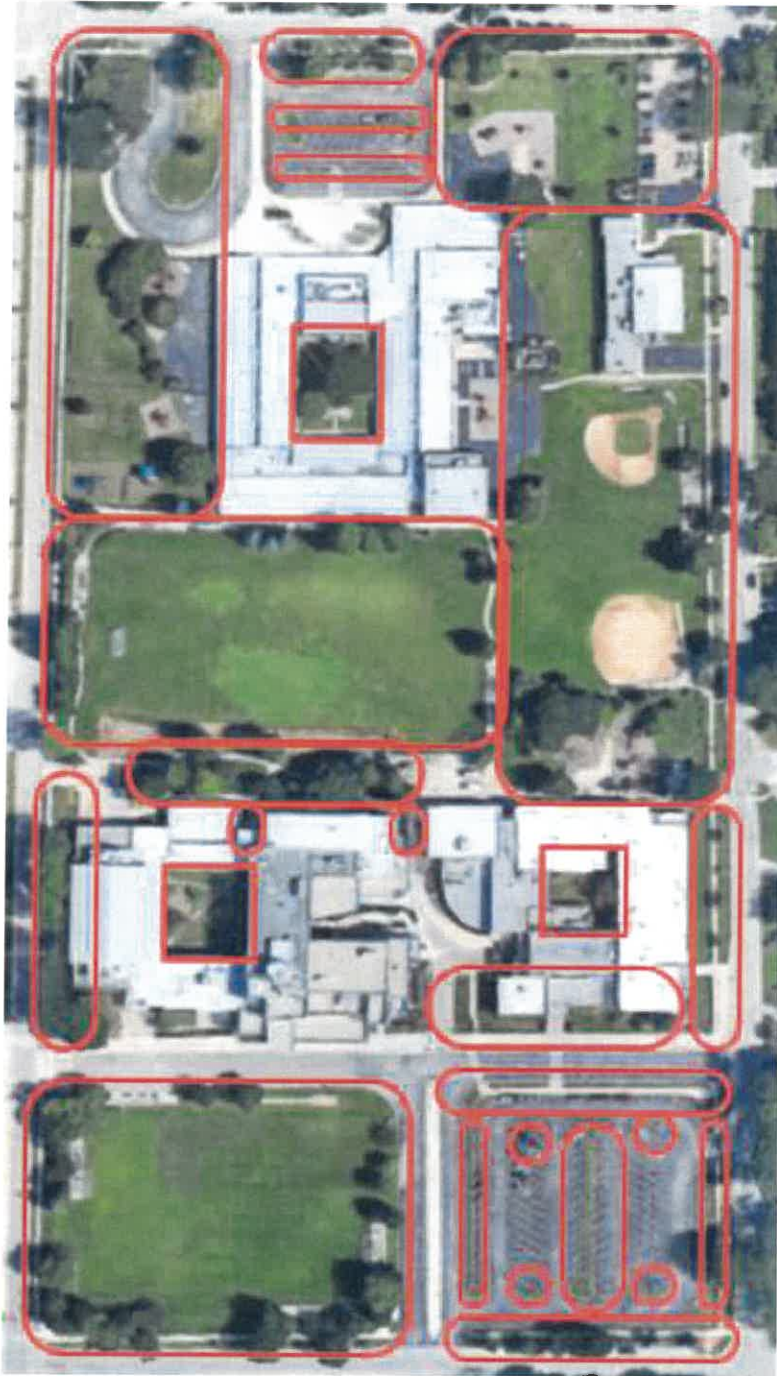
The contract, if awarded, will be awarded to the lowest responsible bidder who meets the requirements set forth in these bid documents and among the responsible bidders, provides the lowest total cost for landscaping services for the two of the agreement, as determined by the dollar figures provided by each bidder in the Bid Proposal Form for the Lincolnwood School District 74 campus. The first two years of the contract will be from April 1, 2025, until December 1, 2026. Furthermore, the contract may be renewed for an additional two years in one-year increments (April 1, 2027, until December 1, 2027, and April 1, 2028, until December 1, 2028) based on economic feasibility and quality of work, renewable at the option of the District in one-year increments. If the contract is renewed for additional years, the parties may renegotiate the costs for the work, provided that any increase shall not exceed the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers (CPI-U) for the preceding twelve months.

13. SIGNING OF AGREEMENT

When the district gives a Notice of Award to the successful bidder, it will be accompanied by two (2) unsigned counterparts of the agreement between the District and the contractor (see attached Contract), with all other written Contract Documents attached. Within 15 days after award of the contract, the successful bidder shall sign and deliver the required number of counterparts of the agreement and fully executed insurance certificates, surety bonds and any other attached documents to the District. Within a reasonable amount of time thereafter, the District shall deliver one fully signed counterpart to contractor.

Failure on the part of the successful bidder to execute a contract within 15 days after the date the contract was mailed or otherwise delivered to it, will be just cause for the annulment of the award.

Lincolnwood School District 74 Site Plans: Lawn Mow Areas outlined in orange



GENERAL REQUIREMENTS AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 This work consists of maintaining all turf and associated areas, including courtyards, at Todd Hall School, The District Office, Lincoln Hall Middle School, and Rutledge Hall School (collectively, "Lincolnwood Campus"). Maintenance will include monthly routine lawn and plant health inspections, spring clean-up, fall clean-up, mowing, weed whipping (trimming), mulching, fertilization, weeding, edging, and shrub maintenance.
- 1.2 The contractor shall supply all labor, materials, services, equipment, and supervision to perform the work specified herein.
- 1.3 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.
- 1.4 The contractor shall provide the District with Material Safety Data Sheets (MSDS) for all chemicals used by contractor on district property.
- 1.5 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 accompany your proposal.)** Proper flagging and signage must be posted to comply with all federal, state and municipal laws, ordinances, rules, and regulations, including, but not limited to the *Structural Pest Control Act, 225 ILCS 235/1 et seq.*, Board of Education Policy No. 4:160 Environmental Quality of Buildings and Grounds, and its Administrative Procedure (4:160-AP). Contractor will give the District sufficient advance notice of application or pesticides to allow District to comply with the notice provisions of law and policy.
- 1.6 **INSPECTIONS:** 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. **Any problem or service call will be handled by the contractor within 24 hours.**

- 1.7 SPRING CLEAN-UP:** The contractor shall perform a spring clean-up of lawn areas by removal of all accumulated papers, sticks, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines, and stairways. The timing of this work will be dependent on the weather, but shall be completed no later than **April 15th** of each year of the Contract. The contractor shall remove all leaves and debris from district properties and dispose of it properly.
- 1.8 PLAYGROUND SAND:** Install certified non-toxic, natural white playground sand in three (3) areas: Lincoln Hall long jump pit, Todd Hall Pre-Kindergarten play area, CCDC playground at west side of Todd Hall.
- 1.9 MOWING:** All grass areas shall be mowed as needed during the growing period to maintain a neat appearance.
 - a. Turf shall be maintained to a height of 3 inches.
 - b. Grass mowing shall be accomplished in a manner that is free of scalping, rutting, bruising, and uneven and rough cutting.
 - c. Grass on sidewalks, paved areas, beds, or tree rings will be cleaned off upon completion of mowing operations.
 - d. Prior to mowing, the contractor shall remove all rubbish, debris, and trash, which includes rocks, paper, and other portable objects within maintenance area, lodged in shrubs, hedges, fences, and along foundation walls. The contractor shall remove the rubbish and dispose of it off of district property.
 - e. Grass clippings shall be removed where grass clippings are not spread evenly over the area. Bid price shall include all costs associated with disposal when necessary, following all applicable laws.
 - f. Safety shielding and other manufacturer amenities on all equipment shall remain operational at all times.
 - g. Mowing at each site shall be completed within one day.
 - h. Either rotary or reel type mowing equipment is acceptable provided an even cut over all mown areas is maintained.

1.10 TRIMMING: All areas will be trimmed at the time of each mowing to give grounds a professional appearance. Trimming around trees, shrubs, cultivated areas, fences, poles, walls, valves, and other similar objects shall match the height and appearance of surrounding vegetation. Trimming around woody plants shall be done in such a manner so no bark damage occurs from mowers, string-trimmers, or other tools.

1.11 MULCHING: All tree rings and plant beds shall be mulched with a three to four inch covering of organic mulch once a year. The cost of any materials, equipment, tools, and labor necessary to complete the mulching shall be included in the maintenance unit price. The mulching should be completed by April 15th of each year. The specification for the mulch is the following:

Wood chip mulch shall be installed 3" deep, of a long fibrous nature, 2 inches to 4 inches in length. Materials shall be free of all foreign debris including clods, adhering films of dirt, and weed seeds, roots or stolons.

1.12 FALL CLEAN-UP: The contractor shall perform a fall clean-up of all areas by the removal of all accumulated papers, sticks, leaves, spent herbaceous plants, stones, trash, and other debris from lawn areas, flower beds, walks, fence lines, parking areas, and stairways. This work shall be performed at some time during the first three weeks of November depending on the weather. The contractor shall remove all leaves and debris from the District properties and dispose of it properly.

1.13 WEEDING/EDGING: Plant beds, tree rings, and other landscaping will be maintained in a healthy, weed-free condition. Weed control or cultivation will be performed to eliminate all weeds in their entirety and to prevent the encroachment of weeds into established landscapes. All weeds will be removed by hand. All mulch plant bed areas will be weeded each week during the growing period. A combination of a pre-emergent herbicide used in the spring in the beds and Glyphosate, a systemic post-emergent herbicide 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.

1.14 MAINTENANCE OF SHRUBS: Routine pruning shall be done with an understanding of each plant's growth habits, mature size,

flowering time, and on which year's growth the flowers form. Routine pruning shall maintain the natural habit and shape of the shrub and keep it as strong as possible. The pruning shall correct damage, improve flowering and remove diseased or dead portions.

During April of each year of the Contract, except for spring flowering shrubs which shall be pruned immediately after flowers fade, shrubs shall receive renewal pruning. Before beginning to prune, examine each plant to see how much of the plant is dead or diseased and which limbs are needed and which should be removed to maintain the natural shape of the species. Pruning shall promote new growth, encourage flowering and fruiting, maintain moderate size and shall be accomplished by removing some of the largest stems to the ground. Where a few stems constitute the whole plant, it shall be required to combine renewal pruning and heading back to maintain a reasonable appearance.

Overgrown, neglected, disfigured, and very vigorous plants may be rejuvenated by the complete cutting of all stems down to 4 to 6-inch stubs.

Yews shall receive maintenance pruning in April and mid-June by cutting back to a cluster of side branches.

Hedges shall be wider at the bottom than the top and allowed to grow an inch or so each shearing to maintain a good cover of new foliage; then, pruning back shall be done in April.

Damage to shrubs from wind, rain, snow, ice, vandalism, or accidents shall receive remedial treatments promptly.

All pruning shall be done with sharp tools in accordance with the best arboricultural practices.

Any shrub that dies shall be promptly and completely removed.

During April of each year of the Contract, a readily soluble or slow release fertilizer with a 20-10-5 formulation shall be broadcast over the entire drip-line of the plant at the rate of one pound per each shrub.

1.15 FERTILIZATION OF TURF: Fertilization will be performed 2 times each season during each year of the Contract. The spring application will include pre-emergent crabgrass control and also

broadleaf weed killer; and will be performed throughout the Contract 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. The nitrogen level used on turf will be 4 pounds of nitrogen per 1000 square feet per year, in addition to low phosphorus level. Notification of application of fertilizers and herbicides must be made 24 hours prior to application. Also, a notice must be posted 24 hours prior to application.

STUDENT SAFETY MUST BE STRICTLY ENFORCED AT ALL TIMES.

THE QUALIFIED ACCEPTABLE BIDDER SHALL BE RESPONSIBLE FOR SUBMISSION OF ANY AND ALL MATERIAL SAFETY DATA SHEETS FOR ALL CHEMICALS USED BEFORE ANY CONTRACT IS SIGNED OR ANY WORK IS PERFORMED.

2. TERM OF CONTRACT

- 2.1 Period of Coverage: The term of this agreement will be from April 1, 2025 – December 1, 2026; with possible renewal by mutual written agreement for an additional two years, in one-year increments (third year: April 1, 2027 – December 1, 2027; fourth year: April 1, 2028 – December 1, 2028). The date of the first and last mowing will be determined by the District.
- 2.2 Barring foul weather, the work will be done on the same day each week during the contract period.
- 2.3 During drought conditions, the District reserves the right to cancel regular lawn mowing, fertilizing and weed control with a minimum of twenty-four hours notice to the contractor.

3. PAYMENT PROCEDURES

- 3.1 At the end of each month during the contract period, the contractor shall submit a detailed invoice for the services that were rendered for that month. The invoice will document what services were rendered at each specific site, what date the service was provided, and the dollar amount for each service in accordance with the accepted bid unit prices.

- 3.2 The contractor shall be paid within thirty (30) days of receipt of an invoice that conforms to the requirements in Section 3.1 above. If deficiencies in the performance of services under the Contract Documents occur, the contractor will not be paid for that item until the deficiency is corrected. The contractor will be notified in writing within seven (7) days after verification of the deficiency.

4. **INSURANCE REQUIREMENTS**

- 4.1 The contractor shall not commence work under the contract until all the insurance required under the contract has been obtained. Certificates of insurance showing coverage as required to be in effect will be filed with the District at the time of entering into the contract. Certificates of insurance will be on Insurance Service Office (ISO) Form and shall provide that the coverage provided cannot be canceled or amended without thirty (30) days prior written notice to the District. The certificates will be signed by the insurance companies or their authorized agents. The insurance shall be provided by companies which are rated at least A- by the Best Rating Service. The district may waive this requirement in writing to said contractor.
- 4.2 The contractor shall maintain in force the coverage required in this Section 4 for the term of the contract. Also, the contractor shall not allow any subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage that is at least equal to the coverage required in this Section 4.

- 4.3 The minimum amounts of insurance shall be as follows:

- A Worker's Compensation - Statutory Limits
Employer's Liability - \$500,000 Bodily Injury per Person
- B. Commercial Automobile Liability
\$1,000,000 Combined Single Limit

If requested by the District, the contractor will be required to provide the contractor's prior three (3) year loss history for automobile liability.

- C. Commercial General Liability.

Policy shall include coverage for Premises and Operations, Completed Operations, Broad Form Blanket Contractual Liability,

Broad Form Property Damage including Completed Operations and Personal Injury Liability. Where the hazard exists, the coverage shall protect against claims of explosive, collapse, or underground damage (XCU).

1. \$1,000,000 Bodily Injury per Occurrence Limit.
2. \$2,000,000 Bodily Injury Aggregate Limit.
3. \$1,000,000 Property Damage per Occurrence.
4. \$2,000,000 Property Damage Aggregate Limit.
5. \$3,000,000 Umbrella Policy.

For coverage (b) and (c) the District Board of Education of Lincolnwood School District No. 74, its individual Board members, agents, officers and employees shall be named as additional insured.

5. CONTRACTOR STATUS

The contractor expressly understands and agrees that he (it) is an independent contractor and he (it) is not an employee of the District, and the District is not to provide worker's compensation, health, or accident insurance, general liability insurance or any other form of insurance coverage of any kind which would cover the contractor or his (its) employees in and under the terms of the Contract.

6. HOURS OF WORK

All work will be completed on Monday mornings commencing at 8 a.m. except with prior approval of the district.

7. SAFETY

7.1 The importance the District attaches to safety cannot be over emphasized. The district reserves the right, at its discretion, to disallow payment for any work performed where the proper safety procedures were not being observed. **Student safety is of the utmost importance and must be strictly adhered to.**

7.2 The contractor shall comply with all OSHA requirements.

7.3 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 5 working days of the accident.

8. RIGHT TO SUSPEND WORK

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.

9. HOLD HARMLESS

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the District and its Board, individual Board members, officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property-including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right of obligation of indemnity which would otherwise exist as to any party or person described in the paragraph. In any and all claims against the District or any of its agents or employees by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. COMPLIANCE WITH APPLICABLE LAWS

The contractor shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Human Rights Act (775 ILCS § 5/1 et seq.)*, the *Equal Employment Opportunity Act (42 U.S.C. § 2000e)*, and the *Illinois*

Criminal Code (720 ILCS § 5/1 et al.) in performing under the Contract Documents.

11. DAMAGE TO PROPERTY

The contractor shall be responsible for any damage to properties caused by the acts of his work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or the District. The district shall be harmless for all liability under the Scope of Work of this contract.

12. EQUAL EMPLOYMENT OPPORTUNITY

The contractor shall comply with all state and federal statutes, rules and regulations relating to non- discrimination against employees or applicants. In the event of the contractor's noncompliance with such statutes, rules or regulations, the contractor may be declared not responsible and therefore ineligible for future contracts with the District.

13. WAGE AND LABOR REQUIREMENTS

Prevailing wage is not required for the scope of work detailed in this request for bids.

14. REJECTION AND CANCELLATION

The District reserves the right to reject any services and to cancel all or any part of this Contract if the contractor fails to deliver all or any part of the services described in the Contract Documents. Acceptance of any part of the services covered by the Contract Documents shall not obligate the District to accept future work nor deprive it of its right to revoke any acceptance theretofore given. If the contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the contractor, or if a receiver for the contractor is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the contractor, the District may cancel this Contract without liability except for services rendered in accordance with the terms, conditions, and specifications contained herein.

15. ASSIGNMENT

The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the District.

16. PRESENCE OF CHILD SEX OFFENDERS OR DISRUPTIVE PERSONS ON BOARD PROPERTY.

The contractor acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the District. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the contractor if they have been convicted of a sex offense restricting their presence on school property. The contractor will then provide appropriate and immediate notification to the District. The District reserves the right to request the removal from the project of any person, including, but not limited to, employees of the contractor and any subcontractors, who engage in conduct in violation of the law or the Board of Education's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the contractor or subcontractor.

17. PARKING

No off-street parking for equipment shall be provided by the District on any of our public properties.