

ACTION ITEM

Date: October 28, 2019

To: Kari Cremascoli, Ph.D.
Superintendent

From: Ellen Crispino
Business Manager/CSBO

Subject: 2019 Landscaping Bid

Proposed Action by Board of Education

Award bid package to Landscape Concepts Management for landscaping services at all District buildings from December 1, 2019 to November 30, 2020 in the amount of \$46,632. The detail of the costs, by building, are included on the attached bid tabulation spreadsheet. The contract has an option for subsequent year-to-year contract extensions by mutual agreement.

Background

An invitation to bid for landscaping services for Wilmette Public School District 39 was made available to the public and published in the Wilmette Life on September 12, 2019 in compliance with State law bidding procedure, 105 ILCS 5/10-20.21. This Illinois School Code requires purchases, not specifically exempted, in excess of \$25,000 be bid and awarded to the lowest responsible bidder. Three vendors attended a mandatory pre-bid meeting, which involved touring the grounds of all buildings. Bids were submitted by The Service Innovators and Landscape Concepts Management for the following scope of work.

Scope of Work

1. **Initial Cleanup** – This includes removing landscape debris from exterior areas of the property, cutting back perennials, edging turf outlines, and hauling away debris at all district buildings.
2. **Base Maintenance** – Tasks to be performed as part of Base Maintenance at all district buildings include:
 - Weed planting beds
 - Deadhead, fertilize and stake perennials, peonies and shrub roses
 - Prune vines (up to 12' height)
 - Prune, deadhead, water and fertilize seasonal annual displays
 - Trim groundcover beds
 - Trim hedges and shrub plantings
 - Selectively prune ornamentals and specimen plants
 - Rake decorative gravel areas
 - Blow or sweep debris off hardscapes
 - Haul away debris
 - Base Maintenance does not include Vegetable Garden Maintenance

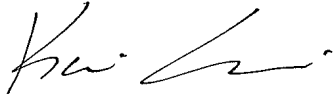
3. Final Cleanup – Tasks to be performed as part of Final Cleanup at all district buildings include:
 - Remove leaf debris from all planting beds and turf areas
 - Remove landscape debris from exterior areas within property
 - Cut back perennials and hill roses where appropriate. Perennials in Vegetable Garden will not be cut back unless specifically approved by the district’s Director of Operations and Maintenance.

4. Vegetable Garden -Tasks to be performed in vegetable garden at Central Elementary School and McKenzie Elementary School.
 - Cut back perennials, vines or other existing landscape plants as needed
 - Remove landscape debris from vegetable garden area
 - Add amendments to enrich soil
 - Cultivate beds and rake smooth to prepare for planting. Milkweed in vegetable garden will not be cut back unless specifically approved by the district’s Director of Operations and Maintenance.

The administration recommends approval of the attached contract with Landscape Concepts Management in the amount of \$46,632.

Attachments: Bid Tabulation and Landscaping Services Bid Specifications

**Recommended for approval
by the Board of Education**



Kari Cremascoli, Ph.D.
Superintendent

Wilmette Public School District 39

BID TABULATION

9:00 a.m., Monday, October 14, 2019

Landscaping Services Bid Opening - October 14, 2019

The Service Innovators

	District Office	Central	Harper	McKenzie	Romona	Highcrest	WJHS	Times per Year	Annual Bid Price
Initial Cleanup	\$1,030.63	\$1,288.13	\$1,285.63	\$1,538.75	\$1,352.50	\$1,735.00	\$1,335.63	1	\$9,566.27
Base Maintenance	\$618.37	\$772.87	\$771.37	\$923.03	\$811.30	\$1,041.00	\$801.37	10	\$57,393.22
Final Cleanup	\$515.32	\$644.07	\$642.82	\$769.38	\$676.25	\$867.50	\$667.82	2	\$9,566.27
Veg. Garden Spring	N/A	\$1,350.00	N/A	\$1,538.75	N/A	N/A	N/A	1	\$2,888.75
Total by School	\$8,245.00	\$11,655.00	\$10,285.00	\$13,846.51	\$10,818.00	\$13,880.00	\$10,685.00		
Base Bid Price (Combined Bid Price for All Services, All Locations, Per Year)									\$79,414.51

Wilmette Public School District 39

BID TABULATION

9:00 a.m., Monday, October 14, 2019

Landscaping Services Bid Opening - October 14, 2019

Landscape Concepts Management

	District Office	Central	Harper	McKenzie	Romona	Highcrest	WJHS	Times per Year	Annual Bid Price
Initial Cleanup	\$1,044.00	\$1,672.00	\$1,672.00	\$2,312.00	\$1,672.00	\$1,992.00	\$1,288.00	1	\$11,652.00
Base Maintenance	\$258.00	\$354.00	\$329.00	\$416.00	\$336.00	\$376.00	\$347.00	10	\$24,160.00
Final Cleanup	\$600.00	\$640.00	\$680.00	\$980.00	\$680.00	\$750.00	\$680.00	2	\$10,020.00
Veg. Garden Spring	N/A	\$320.00	N/A	\$480.00	N/A	N/A	N/A	1	\$800.00
Total by School	\$4,824.00	\$6,812.00	\$6,322.00	\$8,912.00	\$6,392.00	\$7,252.00	\$6,118.00		
Base Bid Price (Combined Bid Price for All Services, All Locations, Per Year)									\$46,632.00

WILMETTE PUBLIC SCHOOLS, DISTRICT 39

Invitation to Bid
Landscaping Services

LANDSCAPING SERVICES BID SPECIFICATIONS

September 12, 2019

To Be Accepted By:

Ellen Crispino, Business Manager/CSBO
Wilmette Public Schools, District 39
615 Locust Road
Wilmette, Illinois 60091
847-512-6000

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BID ADVERTISEMENT

NOTICE IS HEREBY GIVEN that The Board of Education of Wilmette Public Schools, District 39, 615 Locust Road Wilmette, Illinois 60091, will receive sealed bid proposals for Landscaping Services for December 1st, 2019 through November 30, 2020 with the option for subsequent year-to-year contract extensions by mutual agreement.

Bids must be received in a sealed envelope on or before October 14th, 2019, at 9:00 a.m. Central Time at the District Office addressed to: Board of Education of Wilmette Public Schools, District 39, 615 Locust Road Wilmette, Illinois 60091, ATTN: Ellen Crispino, Business Manager/CSBO. At that time and location, the bids will be publicly opened and read aloud.

Bid documents may be found by accessing the District's website at www.wilmette39.org and will be available at the District Business Office at 615 Locust Road, Wilmette, IL 60091. Inquiries or requests for bid documents should be directed to Ellen Crispino, Business Manager/CSBO, at crispine@wilmette39.org or 847-512-6000.

A **mandatory pre-bid meeting** and walk-through inspection will be held on September 26, 2019, at 10:30 a.m. at 615 Locust Road Wilmette, Illinois 60091. Failure to attend the mandatory pre-bid meeting and walk-through shall be grounds for the rejection of a proposal.

The Board reserves the right to reject any and all bids, to accept bids in whole or in part, to waive any irregularities or defects in any bid, and to waive technicalities in the bidding should it deem such action be in the best interest of the District.

BID CONDITIONS

DEFINITIONS

1. Board or District: Board of Education of Wilmette Public Schools, District 39, Cook County, Illinois.
2. Contractor: The successful bidder.
3. Bid Documents The term “Bid Documents,” refers to the documents listed below. Each bidder must submit a complete copy of the Bid Documents, signed and completed where indicated, no later than the closing of the bidding period:
 - i. Bid Conditions
 - ii. Project Specifications
 - iii. Bid Proposal Form
 - iv. Exhibits:
 - A. Qualification Statement
 - B. Bid Certification Forms
 - C. Non-Collusion Affidavit
 - D. Contract
 - v. Addenda (if any).

FORM OF BID

4. Bid Submission: All Bid Documents must be submitted on or before October 14, 2019, at 9:00 a.m. Central Time at the District Office in a sealed envelope which is clearly marked and addressed as follows:

BID PROPOSAL: Landscaping Services for December 2019 – November 2020

ADDRESSED TO: Board of Education of Wilmette Public Schools, District 39
615 Locust Road
Wilmette, Illinois 60091
ATTN: Ellen Crispino, Business Manager/CSBO

This invitation to bid shall adhere to the following schedule:

Notice to Bidders:	September 12, 2019
Mandatory Pre-Bid Meeting	September 26, 2019, at 10:30 a.m.
Close of Bidding	October 14, 2019, at 9:00 a.m.
Award of Bid by Board of Education	October 28, 2019

1. All Communications in Writing: From the issue date of the Bid specifications until the Contract is awarded, bidders shall not communicate about the subject of the bid with the District, its Board

of Education members, administrators or other employees except for written requests for clarification or other written communications authorized under the Bid Documents.

2. Mandatory Pre-Bid Meeting and Walk-Through: All prospective bidders are required to attend a mandatory pre-bid meeting and walk-through inspection held on September 26, 2019, at 10:30 a.m. at 615 Locust Road Wilmette, Illinois 60091. Failure to attend the mandatory pre-bid meeting and walk-through inspection shall be grounds for the rejection of a proposal. It is the responsibility of the bidder to inspect all locations prior to submitting a proposal. By submitting a proposal, the bidder affirms that he or she has full knowledge of the requirements to fulfill the Contract.
3. Qualifications of Bidders: To demonstrate qualifications to perform the work, each bidder must submit a fully completed and executed Qualification Statement, and any other data as may be called for in the Bid Documents.
4. Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
5. Bid Deposit: *None required*
6. Performance Bond: *Not required*
7. Costs in Preparation of Bids: All costs directly or indirectly related to preparation of a bid responding to this Invitation to Bid, any oral presentations required to supplement and/or clarify a bid, and any appearance which may be required by the District in connection with this Invitation To Bid, shall be the sole responsibility of the bidder, and shall not be reimbursed in any manner by the District.
8. FOIA Obligations: The Board is subject to the Illinois *Freedom of Information Act*, 5 ILCS 140/1, *et seq.* (“FOIA”), and any and all information submitted by the bidder, including the successful bidder, to the Board is subject to disclosure to third parties in accordance with FOIA. If the bidder intends for the Board to withhold its trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time. The bidder agrees to waive all claims and causes of action against the Board for release to third parties of any documents submitted pursuant to this solicitation for bids. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

MODIFICATION AND WITHDRAWAL OF BIDS

9. **Modification, Withdrawal, or Cancellation of Bid:** A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) calendar day period shall forfeit the Bid Deposit.
10. **Late Bids:** Bids received after the time specified in the Bid Documents will not be considered.
11. **Delivered Price:** The bid price must be as illustrated on the Bid Form and must be firm for at least sixty (60) days after the latest date for submission of bids.

The amounts to be paid to the successful bidder hereunder are inclusive of all taxes that may be levied, including without limitation, Retailers Occupation Tax, (both State and Local) Sales Tax of any kind, Service Use Tax, and any other such inapplicable tax.

BIDDER REPRESENTATIONS

12. **Complete Understanding:** Each bidder warrants and represents that he or she has read and understands the Bid Documents in their entirety.
13. **Project Familiarity:** Each bidder warrants and represents that he or she has inspected the locations contemplated by these Bid Documents and is familiar with the conditions under which the work will be performed.
14. **Specifications:** Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
15. **Authorized Representative:** Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the Bid Form.

AWARD

16. **Award of Contract:** The Board reserves the right to reject any and all bids, to accept bids in whole or in part, to waive any irregularities or defects in any bid, and to waive technicalities in the bidding should it deem such action be in the best interest of the District. The Contract shall be awarded to the lowest responsible bidder, as determined by the Board.
17. **Interpretations and Addenda:** If any person contemplating submitting a proposal is in doubt as to

the true meaning of any part of the Bid Documents, he or she may submit to Ellen Crispino, Business Manager/CSBO, as representative for the Board, a written request for an interpretation. Interpretations or clarifications in response to such questions will be issued by addenda mailed or delivered to all parties recorded by the District as having received the Bidding Documents. Questions received less than five (5) calendar days prior to the date for closing of bidding may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or classifications will be without legal effect. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

18. Contract: Upon award of the contract, the Contractor and District shall be deemed to have entered a binding contract with the terms and conditions stated in the Bid Documents. Any exceptions must be stated in writing and submitted with Contractor's bid. No such exceptions shall be deemed part of the contract unless approved by the Board in writing upon the award of the bid. Where conflicts exist between parts of the Bid Documents, or between the Bid Documents and applicable standards, codes and ordinances, the more stringent, or higher quality or greater quantity requirements shall apply.
19. Term of Contract: The term of this contract shall be from December 1, 2019 to November 30, 2020, with the option for subsequent year-to-year contract extensions by mutual agreement. Any extension of the contract shall be on the same terms and conditions as the original term.

Each period of extension shall be mutually agreed upon between the contractor and the Board of Education for the District prior to September 1st of each year. Compensation provided in subsequent contract years shall be the same as in the previous contract year, unless otherwise agreed in writing by the District. Any contractor requests for price increases in extension years must include documentation showing justification for the requested increase, and any increases shall be no more than 5%, or C.P.I., whichever is lower, as compared with the previous contract year. The C.P.I. shall be the same US Consumer Price Index, All Urban Consumers as used for Property Tax Extension Limitation Law, which is available from the Cook County Clerk's Office.

20. Contract Termination: The Contractor agrees to provide and maintain the highest quality of landscaping services, and to strictly adhere to the terms and conditions set forth in these Bid Documents at all times. The District reserves the right to terminate the contract with or without cause at any time during any contract period by giving the Contractor not less than thirty (30) days prior written notice. In the event that the contract is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of the contract.

QUALITY OF WORK

21. **Inspection**: All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods or services which contain defects in material or workmanship or which fail to meet the Project Specifications contained herein or the Contractor's warranties (express or implied).
22. **Payment and Price**: Payment by the Board for goods or services supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
23. **Warranties**: The Contractor makes the following warranties to the Board and users of the goods/services herein described: (a) it will, at the date of delivery, have good title to any and all goods/services supplied hereunder, and said goods/services will be free and clear of any and all liens and encumbrances; (b) any and all goods/services supplied hereunder will be of merchantable quality; (c) any and all goods/services supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Contractor agrees that the foregoing warranties shall survive acceptance of the goods/services, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Contractor.
24. **Damage to Property**: The Contractor shall be responsible for any damage to properties caused by the acts of Contractor's 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 District.
25. **Rejection and Cancellation**: The Board reserves the right to reject any goods and services remaining under the Contract and to cancel all or any part of this sale if the Contractor fails to deliver all or any part of the goods or services described in the invitation to bid in accordance with the terms, conditions, and the Project Specifications contained herein. Acceptance of any part of the goods or services covered by the invitation to bid shall not obligate the Board to accept future goods or services 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 Board may cancel this order without liability except for deliveries previously made or for goods/services covered by the Bid Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
26. **Right to Suspend Work and Hire Additional Labor**: The Board 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. During drought conditions, the District reserves the right to cancel regular landscaping, fertilizing and weed control with a minimum of twenty-four hours' notice to the contractor.

The Board, at its sole discretion, may hire additional labor or an additional firm on an as-needed basis in emergency situation where the resources of the Contractor are inadequate to perform all of the work needing to be done.

Safety: Student safety is of the utmost importance and Contractor shall provide services in a safe and professional manner at all times. The District reserves the right, at its discretion, to disallow payment for any work performed where the proper safety procedures were not being observed.

The Contractor shall immediately report to the District any accidents or injuries. This accident report shall include the location of the incident, nature of the incident, 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) calendar days of the accident or injury.

MISCELLANEOUS

27. Payment Procedures: At the end of each month during the contract period, the Contractor shall submit a brief but detailed invoice for the services that were rendered for that month. The Contractor shall be paid within the time periods set forth in with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, consistent with the terms and conditions of the Contract.
28. Taxes: As required under the Illinois *School Code*, bidder certifies that in general, it and its affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act*, 35 ILCS 105/1 *et seq.*, regardless of whether it is a “retailer maintaining a place of business within this State” as defined in Section 2 of the Illinois *Use Tax Act*. 35 ILCS 105/2. Upon request, the school district will furnish its tax exemption certificate. The successful bidder shall be responsible for any taxes levied or imposed upon the income or business privileges of the successful bidder.
29. Waivers: A waiver by the Board of any breach or failure to enforce any of the terms, conditions, or specifications of the Bid Documents shall not in any way affect, limit, or waive the Board’s right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof.
30. Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
31. Compliance with Applicable Law: 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 Bid Documents. No plea of misunderstanding or ignorance thereof will be considered.

The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. The Board reserves the right to direct the Contractor, at any time during the project, to immediately obtain criminal background investigations of any of the Contractor's or subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80. Each employee of the Contractor or subcontractor who will have direct, daily contact with students must cooperate during the Board's fingerprint-based criminal history records check on him or her. Such criminal background checks will be performed at Contractor's or subcontractor's expense and at no cost to the Board. In the event any employee of the Contractor or subcontractor has been convicted of any prohibited offense set forth in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80, said employee shall be promptly removed from the site and replaced by another individual.

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 Board. 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 Board. The Board 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'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.

Contractor shall further comply with the *Structural Pest Control Act* (225 ILCS 235/1 *et seq.*) and the *Lawn Care Products Application and Notice Act*, (415 ILCS 65/1 *et seq.*). Contractor and its employees shall comply with applicable Board Policies on school grounds at all times (including but not limited to Policy 8:30, Visitors to and Conduct on School Property).

32. Assignment: The Contractor shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
33. Contractor Status: The successful bidder expressly understands and agrees that it is an independent contractor and 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 its employees in and under the terms of this contract.

34. Indemnification: 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.

35. Insurance Requirements: Prior to the commencement of work, the Contractor shall provide the District satisfactory evidence of insurance coverage. A Certificate of Insurance and any contract stating the District, its employees and officials as additional named insureds will be required and will also denote the description of the job. All coverage as follows shall be maintained through the life of the contract and include, as a minimum, (a) Commercial General Liability coverage with limits of at least \$1,000,000 each occurrence; (b) Worker's Compensation coverage with statutory limits; and (c) Commercial automobile liability (including owned, non-owned and hired vehicles) with limits of at least \$1,000,000 each accident. The Contractor's insurance shall be primary and non-contributory. All insurance coverage should be placed with a solid carrier who has no less than an A-VIII A.M. Best's Rating. The Contractor's insurance program shall hold the District, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) relating to or arising out of the Work.
36. Force Majeure: The Contractor and the District shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by Act of God, fire, or commandeering of materials, products, plants, or facilities by the Government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

PROJECT SPECIFICATIONS

1. GENERALLY

- a. The Contractor and Business Manager/CSBO shall mutually agree upon a regular schedule for landscaping services.
- b. Landscaping materials must be approved by the Director of Operations & Maintenance prior to installation.
- c. The District may request pricing for any additional work beyond the scope of these specifications.
- d. Any debris generated while performing landscaping activities shall be removed from the site by the Contractor.
- e. Gas and electric powered machines may not be used between 8:00am – 8:45am and 3:00pm – 3:45pm.

2. SCOPE OF WORK

1. Initial Cleanup – This includes removing landscape debris from exterior areas of the property, cutting back perennials, edging turf outlines, and hauling away debris at all district buildings.
2. Base Maintenance – Tasks to be performed as part of Base Maintenance at all district buildings include:
 - Weed planting beds
 - Deadhead, fertilize and stake perennials, peonies and shrub roses
 - Prune vines (up to 12' height)
 - Prune, deadhead, water and fertilize seasonal annual displays
 - Trim groundcover beds
 - Trim hedges and shrub plantings
 - Selectively prune ornamentals and specimen plants
 - Rake decorative gravel areas
 - Blow or sweep debris off hardscapes
 - Haul away debris
 - Base Maintenance does not include Vegetable Garden Maintenance
3. Final Cleanup – Tasks to be performed as part of Final Cleanup at all district buildings include:
 - Remove leaf debris from all planting beds and turf areas
 - Remove landscape debris from exterior areas within property

- Cut back perennials and hill roses where appropriate. Perennials in Vegetable Garden will not be cut back unless specifically approved by the district's Director of Operations and Maintenance.
4. Vegetable Garden -Tasks to be performed in vegetable garden at Central Elementary School and McKenzie Elementary School.
- Cut back perennials, vines or other existing landscape plants as needed
 - Remove landscape debris from vegetable garden area
 - Add amendments to enrich soil
 - Cultivate beds and rake smooth to prepare for planting. Milkweed in vegetable garden will not be cut back unless specifically approved by the district's Director of Operations and Maintenance.

3. LOCATIONS OF WORK

Central Elementary School located at 910 Central Avenue, Wilmette, IL 60091

Harper Elementary School located at 1101 Dartmouth Street, Wilmette, IL 60091

McKenzie Elementary School located at 649 Prairie Avenue, Wilmette, IL 60091

Romona Elementary School located at 600 Romona Road, Wilmette, IL 60091

Highcrest Middle School located at 569 Hunter Road, Wilmette, IL 60091

Wilmette Junior High School located at 620 Locust Road, Wilmette, IL 60091

Mikaelian Education Center located at 615 Locust Road, Wilmette, IL 60091

Bid Proposal Form

Bid Description: One (1) year contract for all locations from December 1st, 2019 through November 30, 2020, with the option for subsequent year-to-year contract extensions by mutual agreement.

	District Office	Central Elem.	Harper Elem.	McKenzie Elem.	Romona Elem.	Highcrest Middle	Wilmette Junior High	No. of Times Service Required per year	Bid Price, Per Year
Initial Cleanup	\$	\$	\$	\$	\$	\$	\$	x 1	= \$
Base Maintenance	\$	\$	\$	\$	\$	\$	\$	x 10	= \$
Final Cleanup	\$	\$	\$	\$	\$	\$	\$	x 2	= \$
Vegetable Garden Spring	N/A	\$	N/A	\$	N/A	N/A	N/A	x 1	= \$
Total by School	\$	\$	\$	\$	\$	\$	\$		

Base Bid Price (Combined Bid Price for All Services, All Locations, Per Year): \$_____.

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 1961* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

By: _____ Firm Name: _____

Print Name: _____ Address: _____

Its: _____ City/State: _____

Telephone: _____ Date: _____

Subscribed and sworn to before me this ____ day of _____, 2019.

My Commission Expires: _____
(Notary Public)

EXHIBIT A

QUALIFICATION STATEMENT

1. The Bidder verifies that he or she has accounts at the following bank(s):

- Name and Address: _____
- Name and Address: _____

2. Attach proof of satisfaction of insurance requirements set forth in the Bid Documents.

3. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

4. List at least three (3) material or equipment suppliers with whom you are currently doing business and have been for at least one (1) year:

- Name and Address: _____
- Name and Address: _____
- Name and Address: _____

5. How many years has your organization been in business:

6. Have you ever failed to complete any work awarded to you within the last three years? If yes, note when, where, and why:

7. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

8. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

By: _____ Firm Name: _____

Print Name: _____ Address: _____

Its: _____ City/State: _____

Telephone: _____ Date: _____

Subscribed and sworn to before me this ____ day of _____, 2019.

My Commission Expires: _____
(Notary Public)

EXHIBIT B

CERTIFICATION FORMS AND NON-COLLUSION AFFIDAVIT

THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE BID SUBMISSION. THE UNDERSIGNED CERTIFIES THE FOLLOWING:

CERTIFICATE OF ELIGIBILITY TO CONTRACT

That, pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (his, her, its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

Landscaping work is generally NOT covered by the *Prevailing Wage Act*. However, if, in the unlikely event that the Bidder or any subcontractors of the Bidder engage in substantial permanent improvements to District property, the Bidder will comply with prevailing wage rates for Cook County, and, when required by law, shall provide its and its subcontractors' certified payrolls as required. For more information on when the *Prevailing Wage Act* applies to landscape improvements, see <https://www2.illinois.gov/idol/FAQs/Pages/Landscaping.aspx>. The Bidder shall not be required to comply with the *Prevailing Wage Act* unless required by law.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Bidder having twenty-five (25) or more employees does hereby certify pursuant to Section 3 of the Illinois *Drug-Free Workplace Act* (Ill. Rev. Stat., ch. 127, par. 132.313) 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 Act*, and, further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois *Drug-Free Workplace Act*.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Bidder does hereby certify pursuant to Section 2-105 of the Illinois *Human Rights Act*, (775 ILCS 5/2-105) that Bidder has adopted 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 Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois *Human Rights Act*.

In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Bidder may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Bidder agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Bidder's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Bidder in its efforts to comply with such Act and Rules, Bidder will promptly so notify the Department and the Board and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Board, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.
- f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois *Human Rights Act* and the Department's Rules.

- g) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, Bidder will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Bidder will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

By: _____ Firm Name: _____
Print Name: _____ Address: _____
Its: _____ City/State: _____
Telephone: _____ Date: _____

Subscribed and sworn to before me this ____ day of _____, 2019.

My Commission Expires: _____
(Notary Public)

EXHIBIT C

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

The undersigned bidder, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, 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 that 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.

He further says that no person or persons, firm or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Firm Name: _____

By: _____
 (Authorized Agent of Bidder)

Title: _____

Subscribed and sworn to before me this ____ day of _____, 2019.

My Commission Expires: _____

 (Notary Public)

EXHIBIT D

CONTRACT

THIS AGREEMENT is entered into this ____ day of _____, 2019, by and between the Board of Education of Wilmette Public Schools, District 39, Cook County, Illinois (the “Board”), and _____ (“Bidder”) (collectively referred hereto as “the Parties”).

WHEREAS, the Board has requested public bids for landscaping services (“Services”); and

WHEREAS, Bidder has submitted a bid for provision of the Services; and

WHEREAS, the Board desires to enter into this Contract with Bidder to provide the Services in accordance with the Bid Documents.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Duration of Contract.** This Contract shall be effective from December 1, 2019, and shall continue in force and effect through November 30, 2020.
2. **Contract Documents.** The documents comprising the entirety of this Contract are the Bid Documents as defined in the Instructions to Bidders and this Contract. A copy of the Bid Documents are attached hereto as Exhibit A and incorporated herein.
3. **Document Supremacy.** In the event any term or provision of this Contract conflicts with a term or provision of the Bid Documents, the term or provision of this Contract shall prevail.
4. **Compensation.** Bidder shall provide all services as awarded by the Board at the rates set forth in the Contractor’s signed Bid Forms, a copy of which is attached hereto as Exhibit B and incorporated herein.
5. **Complete Understanding.** This Contract sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
6. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Contract shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the ____ day of _____, 2019.

**BOARD OF EDUCATION OF
WILMETTE PUBLIC SCHOOLS,
DISTRICT 39,
COOK COUNTY, ILLINOIS**

BIDDER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

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