

**LaGrange Highlands School District 106
Board of Education
1750 W Plainfield Rd
LaGrange, IL 60525
Telephone 708-246-3085**

The LaGrange Highlands School District 106 Board of Education will receive sealed bids for:

LANDSCAPE MAINTENANCE SERVICES

The Bid Opening will be **Wednesday, January 10th, 2024 at 10:00 a.m.** at the LaGrange Highlands School District 106 District Administration Offices, 1750 W Plainfield Rd, LaGrange, IL 60525. The bids will be publicly opened and read at this time.

Interested bidders may pick up a copy of the specifications at the Administrative Office between 8:00 a.m. and 4:00 p.m. Monday through Friday. Specifications will also be posted on the district website, www.district106.net, under the Administration tab, choose Finance/Operations, and then choose Bids/Proposals. All questions should be directed to Parin Schmidt at pschmidt@district106.net.

LaGrange Highlands School District 106 reserves the right to reject any or all bids, to waive irregularities in the bidding procedure, or accept the bid that in its opinion will serve its best interest. Any such decision shall be considered final. LaGrange Highlands School District 106 reserves the right to set aside a Bid from a Contractor who, in the District's opinion, does not exhibit past experience equal to the size and scope of this project.

Sealed bids should be marked “**LANDSCAPE MAINTENANCE**” and must be received in the LaGrange Highlands School District 106 District Offices at 1750 W Plainfield Rd, LaGrange, IL 60525 **no later than 10:00 a.m., Wednesday, January 10th, 2024.** It shall be the bidder's responsibility to ensure that the bids were received at the District Office by District Office personnel at that time. The District shall not be responsible for bids received at the District Office after the deadline regardless of the reason. Any bids received after the previously stated deadline will be returned to the bidder unopened.

INSTRUCTIONS TO BIDDERS

1. All bids are deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of LaGrange Highlands School District 106 Board of Education or designee after the scheduled

closing time for the reception of proposals. All bids submitted must be valid for 60 days after the date of bid opening.

2. LaGrange Highlands School District 106 Board of Education reserves the right to reject any and all bids, to accept bids in whole or in part, and to waive any irregularities or defects in any proposal, should it deem such action to be in the best interest of the District. The contract will be awarded, if at all, to the lowest responsible bidder as determined by the Board of Education based upon the criteria set forth in the applicable Illinois statutes.
3. Any explanation or statement which the bidder wishes to make must be placed in the same envelope with the proposal but shall be written separately and independently of the proposal and attached thereto. No alternate bids or deviations from the bid requirements will be accepted.
4. These instructions are to be considered an integral part of any bid.
5. All questions should be directed to: **Parin Schmidt, Director of Buildings and Grounds, via email at pschmidt@district106.net**
6. If deemed appropriate by District 106, questions from potential bidders along with the District's response will be publicly shared with all other bidders prior to the bid opening.
7. The bidder shall, before submitting his/her bid, carefully examine the proposals, plans, specifications, and contract documents. He/She shall inspect in detail the sites of the proposed work and familiarize him/herself with all the local conditions affecting the contract. If his/her bid is accepted, he/she will be responsible for all errors in his/her proposal resulting from his/her failure or neglect to comply with these instructions. The Board will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.
8. Prices quoted shall be net, delivered without additional charge to the District. The Board of Education meets on the third Tuesday of each month, all invoices should be submitted a full week prior to the Board meeting to ensure prompt payment. The bidder shall not include in the bid any sales, consumer, use or other similar taxes as LaGrange Highlands School District 106 will provide the successful bidder with a tax-exempt letter.
9. By submitting the bid, the Contractor certifies as to meeting the following requirements:
 - a. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
 - b. Maintains a permanent place of business, with a minimum of three (3) years in business.

- c. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
- d. Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.
- e. The Landscape Maintenance Contractor for work under this section shall be licensed by the State of Illinois to apply insecticides approved for use in the State of Illinois and **will provide the designated District 106 contact person with a minimum of 72 hours notice prior to applying any pesticides on school property.**

BID DELIVERABLES

1. Signed Understanding and Acceptance of Bid Conditions.
2. Upon submission of the bid, the Contractor shall provide a bid bond with a company licensed to do business in the State of Illinois with a Minimum Best's rating of Class A, in an amount equal to 10 percent of the Contractor's bid.
3. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents.
4. Each bid must be accompanied by a Certificate of Compliance with the Illinois Drug-free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents.
5. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for violations of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents.

6. Each bid must be accompanied by a list of references for three projects of similar complexity as specified herein along with two photographs of each of those projects labeled appropriately.
7. If two or more companies or business entities are submitting a combined joint bid for this contract, all companies must be identified as such and all entities must submit all deliverables outlined in these bid specifications.
8. The Contractor shall submit a copy of its Certificate of Insurance to the District giving evidence of the required insurance coverage with this bid.
9. Bids submitted without the preceding outlined deliverables may be considered unresponsive bids.

INSURANCE AND INDEMNITY

1. Contractor agrees to indemnify, hold harmless, pay on behalf of, and defend LaGrange Highlands School District 106, members of the Board of Education, officers, employees, student teachers, volunteers, and agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incidental to, connected with or growing out of the landscaping services under the contract.
2. Contractor shall carry, pay for, and keep in force, in companies licensed to do business in Illinois, comprehensive general liability and comprehensive automobile liability in minimum amounts of insurance as follows:

General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate

Auto Liability - \$1,000,000 per occurrence/no aggregate limit

Underinsured/uninsured Motorist - \$1,000,000 per occurrence

3. The Contractor shall carry Workers' Compensation insurance in the minimum limits as specified by law.
4. Any loss or costs not covered by the aforesaid insurance policies because of "deductibles clauses" shall be assumed and paid for by the Contractor.
5. All insurance policies will show as additional insured: "The LaGrange Highlands School District 106 Board of Education, individual members thereof and all employees of the District."
6. The Contractor shall submit a copy of its Certificate of Insurance to the District giving evidence of the insurance coverage with this bid.

7. At least sixty (60) days prior to the expiration of any of the above policies during the term of this Contract, Contractor and its insurer shall provide the District with a new certificate of insurance as required above to evidence policy renewal or new coverage for the period subsequent to the expiration date of the prior policy in the amounts required above.
8. Each insurance company shall agree not to terminate their coverage without sixty (60) days notice to both District and Contractor, and to include this clause in the insurance policy and in the Certificate of Insurance.
9. In the event either party is served with notice of any cancellation, proposed cancellation or non-renewal of any of the foregoing insurance coverage, the party receiving such notice shall immediately notify the other party of the receipt of such notice. The Contractor shall make whatever arrangements are necessary to replace the needed insurance coverage prior to the performance of any additional landscaping services. Punitive damages can be assessed to the Contractor if service is interrupted.

DURATION OF AGREEMENT AND RENEWAL

The term of the agreement shall be for a period of two (2) years beginning April 1, 2024 through November 30, 2025. The District retains the right to continue Landscape Maintenance Services for an additional two (2) years.

Renewal 1: April 1, 2026 until November 30, 2026.

Renewal 2: April 1, 2027 until November 30, 2027.

The fee for each contract year, 2025 through 2027, shall be agreed upon between the District and contractor, not to exceed CPI.

BREACH AND TERMINATION OF CONTRACT

In the event the District believes the Contractor is not abiding by any of the terms of the contract, the District may withhold payments on said contract after informing Contractor in writing of the area of noncompliance. If in the judgment of the District, the Contractor is not performing or has not performed in accordance with the contract, the District may terminate the contract by giving 30 days notice to the Contractor and may enforce collection of its performance bond.

LAWS, ASSIGNMENTS, AND INTEGRATION CLAUSE

Conflict of laws clauses define the jurisdiction governing the contract. In order to assure that proposals are based upon the written forms rather than the form together with conversations and/or other unofficial

agreements, an “integration” clause(s) should be included which basically states that the entire agreement is contained therein. It should also provide that amendments to the specifications or eventual contract will only be made by written instruments. Through an assignment clause, you can protect yourself from an un-agreed upon change in the party obligated to perform the duties of the contract. Some types of clauses you may wish to use follow:

Unless otherwise specified, this Agreement shall be governed by the law of the locale of the District’s buildings and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the District nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other. This Agreement represents the entire and integrated agreement between the District and the Contractor and supersedes all prior negotiations, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Contractor.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape maintenance of a similar nature and scope. Subject to approval of the District, the Contractor may subcontract any work to be performed under this contract. However, the election to subcontract work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the work had been performed by the Contractor's own employees.

PAYMENTS

Contractor shall submit an Application Payment/Invoice to the District for services on a monthly basis during service months. Bills should be submitted in seven equal installments at the beginning of the months of May through November. The District shall render the Contractor regularly scheduled payments in remuneration for the Contractor’s Landscaping Services in amounts specified. Said payments shall be net (45) days from the Contractor’s invoice date. Failure to pay any billing due shall entitle the Contractor, at its option, to withdraw its services with thirty (30) days notice.

CODES AND STANDARDS

Contractor shall perform all work in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form a part of this specification to the extent designated by references thereto:

Federal Specifications (FS): O - F 241D, Mixed Commercial Fertilizer.

Contractor shall comply with all Federal and State Department of Agriculture regulations for pest control

which, in general, require that Contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete its work, the District will cooperate by providing Contractor with access to the work areas and any staging, offloading or preparation areas that are required. The Contractor shall be familiar with the Project premises and how the existing conditions will affect its work during Services. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the bid and related documents. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation. The District shall provide full information regarding all requirements for the Landscaping Services, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the District to arrange a schedule of services and shall continue coordination at intervals set forth by the District. The District shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas. The District shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled Landscaping Services and any special service(s). Further, the District shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

SCOPE OF WORK

The Contractor shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including "General Information Pertinent to Proposal Preparation"). Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services. The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering, and cleanup. The intent is to maintain a "Class A" appearance of the property as determined by the District. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by the District.

Landscape services shall consist of a complete, regularly scheduled program (as agreed upon with District) for maintaining the health and appearance of the District's landscape and plantings. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape services during the term of the agreement including the following:

Turf Mowing and Trimming (bid based on average 26 mowings per season)

- A. Lawns shall be mowed at the appropriate height to keep a neat appearance. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain.
- B. Frequency of mowing should be determined based on current weather, turf growth rates, and rainfall. Typical schedule should be weekly mowing, though in times of little rainfall or slower overall turf growth, frequency could decrease.
- C. Timing/scheduling: mowing operations should not overlap with school activities or during school hours when students are present.
- D. Permanent fixtures (light poles, hydrants, fencing) in the turf areas are to be trimmed with string trimmers to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.
- E. Edging and trimming along curbs, walks, bed edges and treewells shall be done in conjunction with mowing to keep a neat, even appearance.
- F. Ballfield infield perimeters/borders do not need to be edged, though backstop equipment should be maintained.

Turf Fertilization & Weed Control

- A. **Fertilization Specifications:** 4 applications per season. In general, applications should be coordinated based upon weather conditions, soil chemistry needs, and overall turf health, and school schedules. Fertilization products should adhere to following guidelines (or similar).
 - a . Early Spring: Pre-emergent plus fertilizer, utilizing a NPK ratio similar to 3-1-2
 - b . Spring Post-emergent plus fertilizer, utilizing a NPK ratio similar to 3-1-3
 - c . Summer fertilizer, utilizing a NPK ratio similar to 3-1-3
 - d . Fall fertilizer, utilizing a NPK ratio similar to 1-2-1

Trash and Debris Removal

- A. During routine mowing/maintenance visits the Contractor is responsible for picking and removing trash and debris from the property in the course of mowing/trimming operations.
- B. Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance.
- C. Heavy accumulations of sand, gravel, leaves, etc., are to be removed.

Landscape Bed Care

- A. Monitor all beds for weeds and take appropriate measures to maintain a weed-free appearance through manual/mechanical removal.
- B. Regular cleaning and maintaining of landscaped bed areas and plants on all properties. General criteria should include, but is not necessarily limited to, removing all litter, fallen leaves, twigs, weeds, and debris to achieve a professional and attractive appearance. Tree and shrub suckers will be removed periodically from the base of the trees/shrubs where warranted.
- C. **Spring and Fall Clean-up:** Ornamental grasses and perennials must be cut back seasonally to a height appropriate to the specific plant material. Beds must be raked free of accumulated debris, dead leaves, and other material as needed. Mulch must be raked to maintain a uniform, neat appearance.
- D. **Shrub Maintenance:** All plant and tree material is to be pruned to provide a neat appearance twice per year, leveraging a given plant material's naturally occurring habit/shape. Timing to be coordinated with District.
- E. All trimming should align with generally accepted horticultural best practices.
- F. Contractor shall monitor plant material for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the District. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
- G. **Bed Edging:** All landscape beds should be edged, mechanical or manual spaded edge before addition of mulch, removing all debris associated with edging operations prior to spreading of mulch, to be scheduled just prior to the start of the school year.
- H. **Mulching (Annual)**
 - a. **Landscape Beds:** all landscape beds are to be mulched with 2" depth (minimum) shredded hardwood bark mulch, to be installed annually in early August leading up to the start of the school year.
 - b. **Playground Mulch:** Playground areas shall be rototilled to an average depth of 6", and topdressed with 2" of fresh mulch.
 - c. General condition:
 - i. Mulch shall be free of all foreign debris including soil or clay clods, weeds/weed seeds, roots, gravel, etc.
 - ii. The Contractor must remove all litter, weeds and plant debris from mulch areas prior to application of new.
 - iii. All finished mulch areas should be smooth and level to maintain a uniform surface and appearance.
 - iv. The Contractor will keep mulch away from crowns, stems, or trunks of all plants and in general ensure that placement of mulch does not damage plants. Any mulch applied incorrectly will be modified by the contractor upon district request at no additional charge to the district.

BID PRICING SCHEDULE AND ACCEPTANCE OF BID CONDITIONS

If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the times stated, and subject to all conditions recorded on this proposal. The undersigned attests that there are no additional charges for services that have not already been recorded on the bid form. The undersigned hereby certifies he has read, understands, and agrees to comply with the Bid Notice and the Bid Specifications in this matter. The undersigned further certifies that all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

CONTRACTOR: _____

MAIN CONTACT PERSON: _____

PHONE NO: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE: _____ DATE: _____

To evaluate total bid price, the estimated number of occurrences will be used to determine anticipated total cost. Please list the cost per occurrence and calculate total cost in the table below:

Service	Single occurrence	X's	Total Cost
Mowing & Trimming Operations	\$	26	\$
Turf Fertilization/Herbicide Application	\$	4	\$
Core Aeration	\$	1	\$
Bed Clean Up	\$	2	\$
Shrub Trimming	\$	2	\$
Mulch: Landscape Beds	\$	1	\$
Mulch: Playground prep	\$	1	\$
Total Base Bid, based on anticipated number of occurrences:			\$

CERTIFICATIONS

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid -rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that having submitted in bid proposal to School District 58 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned, which has 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 the Bidder 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.

Name of Bidder (Please Print)

Submitted by (Signature)

SUMMARY OF QUALIFICATIONS AND EXPERIENCE

Year Company founded _____

Years in Landscape Maintenance: _____

Last calendar year landscape maintenance volume: _____

Have you ever operated a landscaping business under another name? _____

If so, list previous name: _____

Have you ever defaulted on a project? _____

If so, please explain: _____

Does your staff include an employee with an Illinois Pesticide Applicators license? _____

License # _____

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately.

Reference #1:

Name of Project: _____

Address of Project: _____

Management Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Monthly Contract Amount: ___ less than \$500 ___ \$501 - 1,000 ___ \$1,001-\$2,000 ___ \$over 2,000

Years Serviced: ___ less than 1 year ___ 1-3 years ___ 3-5 years ___ 5-10 years ___ over 10 years

Description of Work: _____

Reference #2:

Name of Project:_____

Address of Project:_____

Management Company:_____

Contact Person: _____

Telephone Number:_____

Email:_____

Monthly Contract Amount: __ less than \$500 __ \$501 - 1,000 __ \$1,001-\$2,000 __ \$over 2,000

Years Serviced: __ less than 1 year __ 1-3 years __ 3-5 years __ 5-10 years __ over 10 years

Description of Work:_____

Reference #3:

Name of Project:_____

Address of Project:_____

Management Company:_____

Contact Person: _____

Telephone Number:_____

Email:_____

Monthly Contract Amount: __ less than \$500 __ \$501 - 1,000 __ \$1,001-\$2,000 __ \$over 2,000

Years Serviced: __ less than 1 year __ 1-3 years __ 3-5 years __ 5-10 years __ over 10 years

Description of Work:_____

