



**ROCKFORD BOARD OF EDUCATION
INVITATION TO BID ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR
ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

IFB No. **23-31 Grounds & Lawn Mowing Services**

DATE: **Thursday, January 26, 2023**

OFFERS WILL BE RECEIVED UNTIL: **THURSDAY, FEBRUARY 16, 2023 AT 2:00 P.M. (CDST or CST)**

RE: Invitation for Bid (IFB) No. 23-31 Grounds & Lawn Mowing Services. The purpose of this Invitation to Bid is to solicit bids for mowing, landscaping, and site maintenance.

IFB Opening: **Thursday, February 16, 2023 at 2:00 PM (CST) Rockford Board of Education, 6th floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

If you plan to hand deliver your IFB submission on the due date, please note you must check in on the 1st floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.

Copies of the bidding documents are available from

Bonfire <https://rps205.bonfirehub.com/portal/?tab=openOpportunities> or by download from the District's Purchasing Bids-RFPs webpage at <https://www.rps205.com/community/vendors>.

Refer all questions relative to the IFB, terms, conditions and specifications to the Director of Purchasing in writing (including via email at PurchasingDeptStaff@rps205.com) verbal inquiries will not be accepted. During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the IFB will be included in an Addendum issued by the District.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

**ROCKFORD BOARD OF EDUCATION
INVITATION FOR BID ON SUPPLIES, MATERIALS, EQUIPMENT OR
SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205
ROCKFORD, ILLINOIS**

IFB No. **23-31 Grounds & Lawn Mowing Services**

Date: **January 26, 2023**

OFFERS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, February 16, 2023**

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION
School District No. 205
501 Seventh Street, 6th Fl.
Rockford, Illinois 61104

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all prices or bids submitted. One copy of this bid is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of the bid response (including all required forms) on a flash drive in a SEALED envelope with the bid number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE bids are not acceptable and will be rejected as non-responsive. **Use of the included Bid Label is recommended.**

b.) Bids to be addressed as follows: **Rockford Public School District Purchasing Department
501 Seventh St., 6th Floor
Rockford, IL 61104
Attn: Purchasing Department**

The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible Bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to select the bid that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Bidder's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Bidder agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to this bid and to the performance of the Contract in the event the Bidder is awarded the bid. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this IFB and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Bidder by submitting a bid agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instructions for all Bids, Bid Offer Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the Terms and Conditions for any variation of this requirement.

All prices are F.O.B., Rockford, Illinois, which is further defined as meaning the price submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or “as equal” items may be submitted with all supporting documents in advance of the bid due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions will be placed in an addendum to the IFB and issued by the District prior to the bid due date.

The successful Bidder must submit a separate invoice for each purchase order. The information on that invoice shall cover **ONLY** that one purchase order.

On the attached list, please type on the bid sheet(s) the information that is requested. If there is insufficient room for your information on this Bid Sheet(s), please present data on a separate sheet (one item to a sheet).

Any interested party, including all Bidders, may examine the bid summary after bids have been opened and awarded by the Board of Education. Bid summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. Bid recaps may also be reviewed by visiting Bonfire <https://rps205.bonfirehub.com/portal/?tab=openOpportunities>.

Vendor’s signature on this Bid Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the bid.

Please address all questions relative to any bid in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to PurchasingDeptStaff@rps205.com). All request for information must be submitted at least five business days (Monday – Friday) prior to the bid due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the IFB is issued it will be issued via addendum to the bid and published on the District website and, if applicable, Bonfire. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this bid prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.**

THIS SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED.
FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BID.

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS FORM:

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

(Federal Employer Identification) Or Social Security Number
(See Specifications for Determination)

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SEALED BID PROPOSAL

BID NO.: 23-31

OPENING DATE: THURSDAY, FEBRUARY 16, 2023

OPENING TIME: 2:00 PM (CDST or CST)

DESCRIPTION: Bid Title

ATTN: PURCHASING DEPT.

**NAME OF FIRM1
SUBMITTING BID:**

DATED MATERIAL-DELIVER IMMEDIATELY

**PLEASE CUT OUT AND AFFIX THIS BID
LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL (INCLUDING
UPS/FEDEX ENVELOPES) TO HELP ENSURE
PROPER DELIVERY!**

LATE OFFERS CANNOT AND WILL NOT BE ACCEPTED!

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as “Contractor”.

1. BID OPENING. Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

2. BID PREPARATION. Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature. **A checklist of required forms is included in the IFB and its use by the Bidder is recommended.**

3. BID ENVELOPES. Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. **Use of the Bid Label included in the IFB is recommended.**

4. ERRORS IN BIDS. Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern and bind Bidder.

5. RESERVED RIGHTS. The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

6. INCURRED COSTS. The District will not be liable for any costs incurred by Bidders in responding to an IFB.

7. AWARD. The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the binding contract is not formed until the written contract is signed.

8. PRICING. The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded, the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Director of Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

Option year pricing, if any, may include price increases as stated in the bid specifications.

9. DISCOUNTS. Prices quoted must be net after deducting all trade and quantity discounts.

10. SPECIFICATIONS. Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

11. SAMPLES. Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS. Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes to the IFB may only be made by the issuance of an addendum by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.

13. INDEMNIFICATION. The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

of the Hold Harmless Agreement included in the IFB and signed by Bidder.

14. DEFAULT. If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract

by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

15. INSPECTION. Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

16. WARRANTY. Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.

17. REGULATORY COMPLIANCE. Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

18. ROYALTIES AND PATENTS. Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

19. COMPLIANCE WITH LAWS AND REGULATIONS. Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

20. TERMINATION FOR CAUSE.

a. The District may terminate this contract in whole or in part, without liability:

- if deliveries are not made at the time and in the quantities specified,
- if the Bidder fails to perform any of the provisions of the IFB, the bid, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

- if it is determined the successful Bidder knowingly falsified information provided to the District,
 - if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
 - or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.
- b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.
- c. Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

21. TERMINATION WITHOUT CAUSE. Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

22. ASSIGNMENT. The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

23. FORCE MAJEURE. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, civil or military authority, terrorists, war, civil unrest, accident, any strike or labor disturbance, shortage or inability to obtain critical material or supplies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event similar to those enumerated above and beyond the Parties' control.

Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. District's payment obligations under this Agreement shall be tolled for the duration of such force majeure and in proportion to the extent that Contractor's performance is delayed, suspended, or otherwise affected. If a Party's non-performance under this section extends for thirty (30) days or longer, the Party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other Party.

24. BID CERTIFICATION. The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the

ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205

GENERAL TERMS AND CONDITIONS

prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

25. MODIFICATIONS. This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

26. ADDENDA. If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Bonfire. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

27. BINDING EFFECT. The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

28. EQUAL OPPORTUNITY EMPLOYER. The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL TERMS AND CONDITIONS-

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **EVALUATION CRITERIA.** Although price is a consideration in the award of bids, this award will not be based on price alone. This solicitation for bids will be evaluated utilizing the following criteria, but not in any prescribed order.
 - a. Price
 - b. Adherence to these specifications
 - c. Ordering and delivery
 - d. Quality of services
 - e. Contractor past performance
 - f. Service
 - g. Review of references
 - h. Rebate program (if applicable)
 - i. Financial Stability of Firm (provide a copy of your firm's most recent annual report, if requested)

The District reserves the right to reject any or all bids or to accept the bid or any part of bid, including substitutions, which embraces such combination of proposals as may promote its interest.

3. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning Bidder. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.

4. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Bidder acknowledges and understands that any bid for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will 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 the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2).
5. **TERMINOLOGY.** "Owner", "Board", or "District" shall mean Rockford School District #205, Winnebago County, Illinois, acting through its authorized representative. "Bidder" shall mean the individual, firm, or corporation submitting a bid to the District in response to a public solicitation. "Contractor" shall mean the entity awarded a bid by the District. "Contract" shall mean an awarded bid and resulting contract.
6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiry is not accepted. The District decision shall be conclusive and binding for all parties involved. No advantages

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

7. **RETURN OF BID INFORMATION.** The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as "Original" on the face page.
8. **USE OF PREMISES.** The Bidder shall have access to the relevant District grounds and facilities for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** It is clearly understood that all materials and/or equipment supplied by or for the Bidder shall remain the Bidder's property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Substitutions may be submitted with supporting documentation to the Director of Purchasing. Approval of submitted substitutes will appear in an IFB addendum prior to the bid due date. IFB specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), and workmanship required, however, the District may purchase equipment and materials that in the District's judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry; provided that the District will comply with governing laws as to selection of the lowest responsible bidder.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded bid and resulting contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This bid requires that the Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products in accordance with all conditions and specifications.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under the Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor's performance under the Contract in accordance with the signed Hold Harmless Agreement. The Contractor's signature on the Bid Offer Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.
14. **INSURANCE REQUIREMENTS.** All bidders shall have a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of a bid such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions. During the term of the Contract, Contractor

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached Specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them. The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Bid Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory
Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
Commercial General Liability **	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1.General Aggregate- Property	\$5,000,000
2. General Aggregate – Per project	\$3,000,000
3.General Aggregate - Products/ Completed	\$3,000,000

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined \$150,000 per person, \$500,000 aggregate
Uninsured Motorist Coverage	
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
** Business Auto Liability ****	\$1,000,000

* Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

** An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

**** Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
16. **GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.
17. **SCHEDULE OF AWARD.** In order that Bidders may more accurately complete a bid, it is anticipated that the Board of Education will consider the award on this IFB within 60 days of the date of bid opening; the successful Bidder(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF BIDS.** No bid may be withdrawn by a Bidder after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).
19. **VALIDITY OF PRICES.** All bid prices must remain valid and firm on awarded bids until product(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF BIDS.** In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s),

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

within the time specified in the solicitation.

21. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
22. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
23. **SIGNATURES.** It is required that the Bidder's signature appears on ALL the following forms:
 - a. **Second page of General Conditions and Instructions for All Bids Form**
 - b. **Bid-Rigging Certification**
 - c. **Minority and Women Owned Business Form**
 - d. **Certification Regarding Debarment Form**
 - e. **Certificate Regarding Lobbying Form**
 - f. **OFAC Compliance Form**
 - g. **Vendor Conflict of Interest Disclosure Form**
 - h. **Form W-9 Department of the Treasury Internal Revenue Service**
 - i. **Bidder's Certifications**
 - j. **Bid Offer Form**
 - k. **Other forms specified in the IFB**
24. **PAYMENT.** Payment on proper invoices submitted by contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
25. **WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
26. **SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of Winnebago, Illinois.
27. **QUANTITIES.** After bids have been evaluated, the District reserves the right to increase or decrease quantities as stated on the bid for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
28. **BID.** Bidders must return the following when submitting a sealed bid:
 - a. **Second page of General Conditions and Instructions for All Bids Form**
 - b. **Bid-Rigging Certification**
 - c. **Minority and Women Owned Business Form**
 - d. **Certification Regarding Debarment Form**

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

- e. Certificate Regarding Lobbying Form
- f. OFAC Compliance Form
- g. Vendor Conflict of Interest Disclosure Form
- h. Form W-9 Department of the Treasury Internal Revenue Service
- i. Bidder's Certification
- j. Bid Offer Form
- k. Any required literature or information

29. CONTRACT. A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB and any District issued and published addenda. Bids become contracts upon award to the successful Bidder by the Board of Education and no further documents need be executed; provided, certain IFBs may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the District. All of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

30. TERM OF CONTRACT. Resultant contract period shall be from the effective date of award through the termination date specified in the IFB plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. Notwithstanding, the District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

31. OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The District may unilaterally extend the term of this contract for an option year, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
- b. If the District exercises this option, the extended contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
- c. Upon the exercise of any option period(s), the District may add additional facilities or locations to this contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All contract terms and conditions will apply to these facilities or locations added.
- d. The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of this contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.
- e. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

32. EVALUATION OF OPTIONS

- a. The District will evaluate bids by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).
- b. The District may reject a bid if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the Bidder offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

- 33. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend this contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.
- 34. ALTERNATE BIDS.** Alternate bids are not acceptable and will be rejected by the District. Alternate bids are defined as bids that do not comply with the bid terms, conditions, and specifications. Bidder may submit more than one bid providing that all such bids comply with the bid terms, conditions, and specifications.
- 35. PREVAILING RATE OF WAGE.** It is required on this bid that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this IFB. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District's agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of this contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

- 36. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

- 37. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 38. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District copies and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

39. RECORDS, RETENTION, AUDIT

- a. **Records.** The Contractor shall have or upon award of bid establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the Project (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out- of- pocket expenses, other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.
- b. **Retention.** The Contractor shall, at all times during its performance of the Project and for a period of seven years after the completion of the Project, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Project, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 44b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

SUPPLEMENTAL TERMS AND CONDITIONS

subcontractors of the requirements of records, retention and audit as set forth in this paragraph 44. Any and all contracts or agreements between Contractor and any other party related to the Project shall expressly include the records, retention and audit provisions of this paragraph 44.

- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 44b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

QUESTIONS

During the time the bid is in the **open solicitation and unawarded phase**, Bidders may not contact any District staff to inquire about the bidding process or any of the details contained in the Bid Package other than in writing directed to the Director of Purchasing (also via email: PurchasingDeptStaff@rps205.com). Verbal inquiries will not be accepted.

Communication with District representatives in a manner other than identified herein may result in disqualification.

ROCKFORD PUBLIC SCHOOLS REQUIRED BID FORMS CHECK LIST

Listed below are the REQUIRED forms all bidders are REQUIRED to submit with sealed bids on or before the bid due date and time. Failure to submit ALL required forms may result in bidder being deemed non-responsive.

Required Forms	Yes	Comments
Bid Offer Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.
Vendor Entry Form/W-9	<input type="checkbox"/>	

Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.

<input type="checkbox"/> Performance Bond (100% of Contract)	
--	--

ROCKFORD PUBLIC SHOOOLS
BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)

_____, do hereby certify that neither
(Contractor)

_____ nor any individual presently
(Contractor)

affiliated with _____ has been barred from bidding on a
(Contractor)

public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 750, Article 5 of the Illinois Compiled Statutes.

Authorized Agent

Contractor

ROCKFORD PUBLIC SCHOOLS

MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

Minority-Owned Business: a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Women-Owned Business: a business that is at least 51 percent owned by a woman or women who also control and operate it.

Disabled Owned Business: a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.

A. Representation. The offeror represents that it is (), is not () a minority-owned business concern.

B. Representation. The offeror represents that it is (), is not () a women-owned business concern.

C. Representation. The offeror represents that it is (), is not () a disabled-owned business concern.

Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____ FEIN # _____

Signature of Company Official _____ Title _____

Date _____

ILLINOIS STATE BOARD OF EDUCATION

100 North First Street
Springfield, IL 62777-0001

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arinet.gov/>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
-

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

OFAC Compliance

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

Organization Name

Bid Number

Name of Authorized Representative

Title

Original Signature of Authorized Representative

Date

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

VENDOR INFORMATION:

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number _____

Vendor Email: _____

Vendor FEIN: _____

ROCKFORD PUBLIC SCHOOLS

VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐

YES, the above statement is true.

☐

NO, the above statement is **NOT** true.

If you checked “**YES**” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. _____

2. _____

3. _____

Provide a brief description of the nature of the potential conflict(s) of interest:

SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

Print the Name of the Vendor’s Authorized Representative

Print the Position Title of the Vendor’s Authorized Representative

Print the Name of the Vendor’s Authorized Representative

Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

NON-COLLUSION AFFIDAVIT

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

EQUAL OPPORTUNITY

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

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

SEXUAL HARRASSMENT

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

NO SMOKING/NO TOBACCO

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

DRUG FREE WORKPLACE

Each Bidder, if having twenty-five employees or more, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

BIDDER'S CERTIFICATIONS

GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity: ☐ Corporation
 ☐ Partnership
 ☐ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

Name of Bidder (Please Print)

Bidder or authorized agent (Signature)/Date



Vendor Entry Form

FOR INTERNAL USE:

☐

New Vendor

☐

Update Vendor

Reason for Entry/Change (required): _____

Type of Entry (required):

☐

Business

☐

Payroll

☐

Student/Parent

☐

Reimbursement External

☐

Reimbursement Internal

☐

Referee/Sports Official

☐

Other _____

☐

W-9 Attached

W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not require a W-9 attachment but must include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is provided.

Entry Information:

Vendor Affiliation:

☐

CORP

☐

PARTNERSHIP

☐

SOLE/IND

☐

LLC (Indicate type below)

☐

TRUST

☐

OTHER _____

☐

C-Corp

☐

S-Corp

☐

Woman-owned

☐

Minority-owned

☐

Veteran-owned

☐

Disabled

☐

P-Corp

Single owner LLC select
Sole Proprietorship above.

Vendor Name/Business Name: _____

SSN _____

Address 1: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Address 2: ☐ Location/Mailing ☐ Billing/Payment ☐ Other _____

Phone: Primary/Cell: _____

Orders/Cust Service: _____

Billing/Payments: _____

Fax(s): _____

Email(s): _____

Contact Person/Rep Name and Contact Information: (include special order/payment instructions)

* Please return completed form and required attachment(s) to purchasing@rps205.com.

ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Bidder and the Bidder's employees. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Bidder agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Bidder, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Bidder, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any bid contract between Bidder and the Board;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Bidder's performance or failure to perform under any bid contract with the Board.

Bidder at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Bidder to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding. The Board shall have the right to set off against any sums due Bidder under any bid contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Bidder and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Bidder under any bid contract with the Board, notwithstanding that Bidder may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any bid contract with Bidder; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any bid contract with the Board.

Bidder: _____

Print Name of Bidder's Authorized Representative

Print Title of Bidder's Authorized Representative

Signature of the Bidder's Authorized Representative

Date

This Agreement Subscribed and Sworn to before me this _____ day of _____, 20_____.

Notary Public

Commission Expires: _____

CERTIFIED CLEARED EMPLOYEE LIST

The undersigned _____, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a **fingerprint based criminal history records check**, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

No.	Last Name	M.I.	First Name	SS # (last four)	Crim. Hst.	Databases

By:_____

This certificate Subscribed and Sworn to before me this ____ day of _____, 20____.

Notary Public

Commission Expires :_____

Vendor Cert. Employee List No.____

General Invitation for Bid (I.F.B.) Specifications for Grounds & Lawn Mowing Services

1. PURPOSE

- 1.1. Rockford Public School District will receive sealed bids from qualified firms or individuals to provide: Landscaping & Site Maintenance services in accordance with the conditions outlined in this document.

2. INTENT

- 2.1. The intent of this bid is to establish a contract for a period of three (3) years from the date of award, during which time the successful bidder shall guarantee firm prices for items awarded to him/her as specified in this bid. The awards may be extended for two (2) additional years, one (1) year at a time. This bid will be awarded to one contractor. This bid will be awarded to the contractor providing the lowest responsible pricing and meeting the specifications at the discretion of the Facilities Department; this bid will be awarded to multiple contractors. The District reserves the right to obtain additional quotes from alternate contractors for projects estimated at or above \$10,000.

3. TIMELINE

- | | |
|--|------------|
| 3.1. Distribution of IFB | 01/26/2023 |
| 3.2. RFP Opening, 2:00 pm CST, 6th Floor Conference Room | 02/16/2023 |
| 3.3. Board of Education Approval (anticipated) | 03/14/2023 |
| 3.4. Notice of Award (anticipated) | 03/15/2023 |
| 3.5. Contract Start Date | 07/01/2023 |

4. SCOPE OF WORK

- 4.1. This bid establishes the minimum requirements for Landscaping & Site Maintenance services, listed and described in the body of these specifications, to be used as noted by the Rockford School District.

4.2. General Scope

- 4.2.1. These services shall include, but not be limited to, District site mowing and landscaping.

4.2.2. Working Hours

- 4.2.2.1. The majority of this work shall be accomplished during the day, Monday through Friday, when such work is able to be done without disturbing students, following the prescribed safety guidelines. Although some work may be required at no additional cost to be done at night, on weekends, and after regular school hours at the same price as bid. The contractor will coordinate all work with the schools and the Facilities Department from the start date to completion. The Facilities Department shall spot-inspect all work, at their discretion, at various times or when called and on completion, before final payment is made.

4.2.3. Contractor Qualifications

- 4.2.3.1. The Successful Bidder shall possess, at minimum, an appropriate Occupational License. The license must be valid at the time of the bid opening. A copy must be provided with the bid and updated annually. The Successful Bidder shall notify Rockford Public Schools if any change occurs regarding the licensure of the company or the individuals performing the work. The contractor will comply with all State and Federal regulations regarding qualifications and licensing and will provide documentation of their compliance.

4.3. Technical Scope

- 4.3.1. The majority of work performed under this contract will consist of Landscaping & Site Maintenance Services.

4.3.2. Site visit

- 4.3.2.1. Bidders shall inform themselves of all the conditions under which the work is to be performed concerning:
 - 4.3.2.1.1. The site of the work
 - 4.3.2.1.2. The obstacles that may be encountered
 - 4.3.2.1.3. All other relevant matters concerning the work to be performed under this contract.

4.3.3. Maps

- 4.3.3.1. Landscaping and site maintenance include all areas identified on the provided maps.
 - 4.3.3.1.1. These areas include, but are not limited to: turf areas, athletic turf areas, parking lots, playgrounds, sidewalks, and planted and/or mulched beds.
- 4.3.3.2. The maps provided in the bid documents are intended as specific directions on "how to" and "where" maintenance is expected. They are to be regarded as expectations, not suggestions.
- 4.3.3.3. Copies of these maps must be with all on-site maintenance crews to ensure that all areas are maintained correctly and completely.
- 4.3.3.4. The successful bidder will be provided with 5 (five) hard copies of the map sets and the PDF files to facilitate printing additional copies.

4.3.4. Service Levels

- 4.3.4.1. The Service levels in this contract can generally be defined as APPA Levels 1, 2, and 5.
 - 4.3.4.1.1. APPA Level 1 consists of high-profile, athletic turf and planted beds.
 - 4.3.4.1.2. APPA Level 5 consists of prairie turf.
 - 4.3.4.1.3. APPA Level 2 consists of everything else.

4.3.5. Mowing Schedule

- 4.3.5.1. Upon award of the contract, each awarded contractor must generate a mowing schedule for their awarded sites and review/revise the schedule annually.
 - 4.3.5.1.1. The finalized schedule must be provided to the Building & Grounds (B&G) Senior Maintenance Manager for approval no later than March 1st of each year or the first business day in March.
 - 4.3.5.1.1.1. The contractor must consult the B&G Senior Maintenance Manager and Director of Facilities to generate a testing schedule.
 - 4.3.5.1.2. Due to the nature of schools, "blackout times" will be provided to the contractor, during which no mowing is allowed.

- 4.3.5.1.2.1. Blackout times will typically consist of recess, arrival, dismissal, etc.
 - 4.3.5.2. Schedules are permanent for the entire mowing season, and revisions will be allowed except in cases where inclement weather has postponed service.
 - 4.3.5.2.1. If mowing is postponed due to weather, the contractor must communicate the earliest possible revisit date to the B&G Senior Maintenance Manager.
 - 4.3.6. Mowing
 - 4.3.6.1. Height
 - 4.3.6.1.1. High-profile turf must be mowed to achieve a final grade of 2".
 - 4.3.6.1.2. General turf must be mowed to achieve a final grade of 3".
 - 4.3.6.1.3. Athletic turf must be mowed to achieve a final grade of 1.5" during the playing season and 3" for any mowing during the off-season.
 - 4.3.6.1.3.1. Sports season dates will be provided to the contractor during schedule development.
 - 4.3.6.1.4. Prairie turf must be mowed to achieve a final grade of no more than 5".
 - 4.3.7. Frequency
 - 4.3.7.1. Mowing frequency is defined in section 4.3.25 Maintenance Frequency Matrix.
 - 4.3.8. Safety
 - 4.3.8.1. Safety is of extreme importance when mowing around school buildings. The operators must be vigilant of students and staff at all times. All shields and safety devices must always be used to help prevent any person from being struck by debris discharged by the mower.
 - 4.3.9. Equipment
 - 4.3.9.1. The contractor will be responsible for providing all equipment necessary to execute the work detailed in this contract. The bulk of the work in this contract can be accomplished with the following:
 - 4.3.9.1.1. Rotary Mowers
 - 4.3.9.1.2. Reel Mower
 - 4.3.9.1.3. Blowers
 - 4.3.9.1.4. String-trimmers
 - 4.3.9.2. All equipment will be kept in good working order, with all shields and safety devices in place and operational.
 - 4.3.9.3. The mowing blades will be kept sharp to prevent the ripping and tearing of the grass blades.
 - 4.3.9.3.1. Any unintentional stripping or gouging of the grass turf due to damaged/dull blades, an uneven mower deck, or excessive turning speed must be corrected immediately.
 - 4.3.9.3.2. If large sections are gouged, stripped, or bent, they must be removed within 48 hours at 90 degrees to the direction of the original cut.
 - 4.3.9.4. Mower deck settings must be easily changeable and repeatable.
 - 4.3.10. Speed
 - 4.3.10.1. The operator must control the speed of the mower in order to promote the best cut while maintaining productivity.

4.3.10.2. Sections of turf where blades have been bent, rather than cut, due to excessive speed must be removed within 48 hours at 90 degrees to the direction of the original cut.

4.3.11. Reel Mowing

4.3.11.1. Mowing with a reel mower is only required for High-profile turf, and while the method of operation differs, the same standards apply for both reel and rotary mowers.

4.3.11.1.1. E.g., sharp blades, regulated speed, discharge guards, etc.

4.3.12. Trimming & Edging

4.3.12.1. Trimming will be performed each week during the contract period and is considered part of the per-event mowing price for the site.

4.3.12.2. Final trimming around permanent objects such as trees, posts, shrubs, fences, play equipment, bleachers, and signs will be completed at the same cutting height as the rest of the turf area.

4.3.12.3. Edging is only required where turf or weeds encroach upon athletic AgLime'd areas or for High Profile turf.

4.3.12.3.1. The perimeter and border of athletic AgLime'd areas must be free from vegetation, with any clipping blown off the AgLime'd surface.

4.3.13. Tree-starts

4.3.13.1. Tree starts, typically found along building foundations, fence lines, and un-mowable areas, must be pulled and not cut.

4.3.13.2. Any tree-start observed during regular mowing must be dealt with immediately, as the difficulty of removal is directly proportional to how long it is allowed to grow.

4.3.14. Sidewalks, Parking Areas & Pavement

4.3.14.1. Industrial weed removal is the mowing contractor's responsibility and is considered a part of the per-event mowing price for the site.

4.3.14.2. Industrial weeds are defined as:

4.3.14.2.1. Any weeds growing from cracks on or immediately adjacent to hard surfaces, along sidewalks, curb lines, roadway edges, or along the building foundation.

4.3.14.3. In addition to the removal of weeds in the field of pavement, the pavement edge, where it abuts turf or planted beds, must be clearly defined.

4.3.14.3.1. If edging is required in addition to trimming, the contractor must abide.

4.3.15. Playgrounds

4.3.15.1. Wood and rubber mulch are both used within the District as playground surface materials. As with all other areas of each District site, the contractor is responsible for removing litter, debris, and weeds.

4.3.15.2. Maintenance of District playgrounds is part of the weekly mowing price for the site.

4.3.16. Planted Beds

4.3.16.1. Maintenance of planted and/or mulched beds is the contractor's responsibility and is considered part of the per-event mowing price for the site.

4.3.16.1.1. Planted and/or mulched beds are any landscaped area specifically prepared or intended for growing non-turf decorative grasses, flowers, bushes, or other decorative landscaping elements.

4.3.16.2. Maintenance of planted beds includes:

4.3.16.2.1. Weekly weeding

4.3.16.2.2. Fall dead-heading

4.3.16.2.3. Spring re-mulching

4.3.16.2.4. Edging

4.3.16.2.5. Pruning

4.3.16.2.6. Fungucid/Herbicide Application

4.3.16.2.7. Any process or action that improves the overall appearance of a defined bed area.

4.3.17. Gardens

4.3.17.1. Gardens are not considered to be a derivative of the planted beds defined above. Gardens are the responsibility of building staff and students; care must be taken to prevent the infliction of damage upon any of the plants therein.

4.3.18. Leveling, Rut-filling, & Top-Dressing/Remulching

4.3.18.1. The frequency of rut-filling is defined in section 4.3.25.

4.3.18.1.1. Rut-filling will consist of the following:

4.3.18.1.1.1. Filling all visible or measurable ruts with clean topsoil.

4.3.18.1.1.2. Seeding or sodding over the installed topsoil within 4 hours of topsoil installation.

4.3.18.1.1.3. Irrigating the seed or sod until it is fully established.

4.3.18.1.2. Rut-filling will be paid on a time and material basis.

4.3.18.2. The District will complete leveling, Rut-filling, & Top-dressing of areas composed of AgLime with internal staff or via a third party. Under this contract, the awarded contractor is not responsible for these specific tasks (Leveling, Rut-Filling, & Top-Dressing).

4.3.18.3. Leveling & Top-Dressing

4.3.18.3.1. The leveling of top-dressing turf areas within the District is not currently a requirement of this contract; the ability to do so in the future, however, is. As such, the District reserves the right to add such tasks to the contract at any time during the course of the contract.

4.3.18.3.2. Leveling & Top-Dressing services will be billed on a time and material basis.

4.3.18.4. Remulching will be completed based on the frequency defined in Section 4.3.25.

4.3.18.4.1. The color of the mulch is left to the discretion of the B&G Senior Maintenance Manager and will be defined for the contractor upon award.

4.3.19. Swales, Ditches & Basins

4.3.19.1. The contractor is responsible for mowing swales, drainage ditches, and detention/retention areas/basins.

4.3.19.1.1. While these areas are not explicitly broken out on the included maps, a list of all known basins is included in the matrix below.

4.3.19.1.1.1. The included list being all **known** basins, does not absolve the contractor of the requirement to maintain all basins on the awarded property/s.

- 4.3.19.2. Should these areas require sediment removal, the District will subcontract the work to an outside vendor with the requisite capabilities.
- 4.3.19.3. Some areas may use fill, check-dams, or other water movement moderation techniques preventing the contractor from clearing the vegetation with a mower.
- 4.3.19.3.1. The use of water movement moderation devices does not absolve the contractor of the requirement to maintain these areas on the awarded property.
- 4.3.19.4. Any fines or fees assessed by the city or county as a product of the lack of vegetation removal in District swales, ditches, or basins will be passed to the contractor.

4.3.20. Known Basins Matrix

Location	Basin Quantity	Basin Name
Barbour Language Academy	1	BAS-474 1506 Clover Ave (Barbour Elementary)
Constance Lane Elementary School	1	BAS-521 Kishwaukee and Gregory St
East High School	2	BAS-404 1024 24th St. Charles St (East H.S.) & BAS-539 2929 Charles St. (East High Fieldhouse)
Ellis Elementary School	1	BAS-275 NW Central & Chestnut
Froberg Elementary School	1	BAS-400 4555 20th St (Froberg Elementary)
Jefferson High School	1	BAS-522 Maywood Church
Nashold Early Childhood Center	1	BAS-485 3303 20th St (Nashold Elementary)
RESA Middle School	2	BAS-338 Regional Environmental Science Academy & BAS-339 1800 Ogilby Road
Spring Creek Elementary School	1	BAS-402 5222 Spring Creek Rd (Spring Creek Elem.)

4.3.21. Irrigation

- 4.3.21.1. Any irrigation required will be the responsibility of the District regardless of area type, except for the responsibilities defined in Section 4.3.18.

4.3.22. General Litter & Debris

- 4.3.22.1. Debris removal is to be performed each week before mowing activities and included as part of the per-event mowing price for the site.
- 4.3.22.2. At no time should the operator of a mower ever knowingly mow over trash or debris.
- 4.3.22.3. The contractor will be responsible for picking up and/or sweeping and removing from all surfaces:
- 4.3.22.3.1. Any broken glass of any type or size.
- 4.3.22.3.2. Any other trash, paper, or debris

4.3.22.4. These surfaces include (but are not limited to):

- 4.3.22.4.1. Turf areas
- 4.3.22.4.2. Sidewalks
- 4.3.22.4.3. Basketball Courts
- 4.3.22.4.4. Tennis Courts
- 4.3.22.4.5. Baseball Diamonds
- 4.3.22.4.6. Fence Lines
- 4.3.22.4.7. Roadways
- 4.3.22.4.8. Parking Lots

4.3.22.5. All collected debris must be disposed of properly, bagged, and dumped in a dumpster, removed from the site, and not dumped hidden in a nondescript area of the property.

4.3.22.6. Removing any tree branches or twigs under 2" in diameter that have fallen on the property is the responsibility of the contractor.

4.3.22.7. District Trades Staff will clean up branches in excess of 2". Please contact the B&G Senior Maintenance Manager for assistance.

4.3.23. Site Damage

4.3.23.1. The mowing contractor will be responsible for any tree, shrub, or plant damage caused by contact with equipment or chemicals.

4.3.23.2. Trees, bushes, or shrubs that have had bark damaged due to mower contact will be itemized and damages assessed.

4.3.23.3. Any other features, such as border materials, mulch beds, signage, or any other decorative item placed in the area, must be protected from damage.

4.3.23.3.1. If any such item has been damaged, the contractor will replace the item with "in kind" at no cost to the District.

4.3.23.4. Fuel & Oil

4.3.23.4.1. The equipment will be free of fluid leaks that may cause the grass blades to become injured or killed due to exposure to the fluid. Spilled gasoline or oil kills grass. Any quantity of gas or oil spilled within the Rockford School District premises should be reported to Guy Carynski, Environmental Safety Manager, at 815-490-4106. At no time will mowing or trimming equipment be refueled or serviced on any surface other than pavement.

4.3.24. Final Appearance

4.3.24.1. Sidewalks shall be air swept to remove any loose sand or gravel, grass clippings, or weed remnants. It is unacceptable to blow debris into the roadway or parking lot to be scattered by vehicle traffic.

4.3.25. Athletic Turf Field Quantity Matrix

	Baseball Fields	Softball Fields	Soccer Fields	Football Fields
Auburn High School	2	2	1	N/A
Jefferson High School	2	2	3	2
Guilford High School	2	2	1	N/A
East High School	1	1	1	1
West Middle School				
Marshall Middle School	1	N/A	1	N/A
Flinn Middle School	1			2
RESA Middle School				
Lincoln Middle School				
Eisenhower Middle School				
Riverdahl Elementary School	3	N/A	N/A	N/A

4.3.26. Maintenance by Surface Type Matrix

	Mowing	Trimming	Edging	Leveling/Rutfilling/Topdressing	Weeding
Turf Grass (General)	X	X		X	X
Turf Grass (Athletic)	X	X		X	X
Turf Grass (High Profile)	X	X	X	X	X
Turf Grass (Prairie)	X				X
Athletic AgLime/Dirt		X	X	X	X
Planted/Mulched Bed		X	X	X	X
Playgrounds		X	X		X
Sidewalks		X			X
Parking Areas		X			X

4.3.27. Maintenance Frequency Matrix

	Mowing	Trimming/Edging	Weeding	Leveling/Top-Dressing	Rut-Filling
Turf Grass (High-Profile)	2x per week	2x per week	2x per week	TBD	Monthly/As Needed
Turf Grass (General)	1x per week	1x per week	1x per week	TBD	Biannually/As Needed
Turf Grass (Athletic) High & Middle School	2x per week (during playing season) 1x per week (during off-season)	2x per week (during playing season) 1x per week (during off-season)	2x per week (during playing season) 1x per week (during off-season)	TBD	Monthly/As Needed
Turf Grass (Athletic) Elementary School	2x per week (during playing season) 1x per week (during off-season)	2x per week (during playing season) 1x per week (during off-season)	2x per week (during playing season) 1x per week (during off-season)	TBD	Biannually/As Needed
Turf Grass (Prairie)	2x per month	N/A	N/A	N/A	N/A
Athletic AgLime/Dirt	N/A	2x per week (during playing season) 1x per week (during off-season)	2x per week (during playing season) 1x per week (during off-season)	N/A	N/A
Planted/Mulched Bed	N/A	1x per week	1x per week	Annually	Annually/As Needed
Playgrounds	N/A	1x per week	1x per week	N/A	N/A
Sidewalks	N/A	1x per week	1x per week	N/A	N/A
Parking Areas	N/A	1x per week	1x per week	N/A	N/A

4.3.28. Maintainable Surfaces by Location

	Sidewalks	Parking Areas	Athletic Aglime	Turf Grass (General)	Turf Grass (High Profile)	Turf Grass (Athletic)	Turf Grass (Prairie)	Planted/ Mulched Bed	Playground
Administration Building	X	X			X			x	
Roosevelt Community Education Center	X	X		X					
Beyer Early Childhood Center	X	X		X					X
Fairview Early Childhood Center	X	X		X					X
Nashold Early Childhood Center	X	X		X					X
Summerdale Early Childhood Center	X	X		X					X
Barbour Language Academy	X	X		X					X
Bloom Elementary School	X	X		X					X
Brookview Elementary School	X	X		X					X
Carlson Elementary School	X	X		X					X
Cherry Valley Elementary School	X	X		X					X
Conklin Elementary School	X	X		X					X
Constance Lane Elementary School	X	X		X					X
Ellis Elementary School	X	X		X					X
Froberg Elementary School	X	X		X					X
Gregory Elementary School	X	X		X					X
Haskell Year-Round School	X	X		X					X
Hillman Elementary School	X	X		X					X
Johnson Elementary School	X	X		X					X
Lathrop Elementary School	X	X		X					X
Lewis Lemon Elementary School	X	X		X					X
Marshall Elementary School	X	X		X					X
McIntosh Elementary School	X	X		X					X
Montessori @ Marsh Elementary School	X	X		X					X
Riverdahl Elementary School	X	X		X					X
Rolling Green/Muhl Center Elementary School	X	X		X					X
Spring Creek Elementary School	X	X		X					X
Washington Elementary School	X	X		X					X
Welsh Elementary School	X	X		X					X
West View Elementary School	X	X		X					X
Whitehead Elementary School	X	X		X					X
Auburn High School	X	X	X	X		X			
East High School	X	X	X	X		X			
Guilford High School	X	X	X	X		X			
Jefferson High School	X	X	X	X		X			
Eisenhower Middle School	X	X	X	X		X			
Flinn Middle School	X	X	X	X		X			
Kennedy Middle School	X	X	X	X		X			
Lincoln Middle School	X	X	X	X		X			

Marshall Middle School	X	X	X	X		X	X		
RESA Middle School	X	X	X	X		X	X		
West Middle School	X	X	X	X		X			
Sterling Holley (Transportation Center)	X	X		X		X			
Lathrop Field							X		
Trainer Rd Field							X		
Guilford Rd Field							X		

4.3.29. High-profile

4.3.29.1. The only location with High-Profile Turf is the District's Administration Building.

4.3.29.1.1. High-profile turf is denoted on the bid-offer form by blue highlighting.

4.3.29.2. Should the District elect to change other areas to High Profile, during the course of this contract, the contractor awarded the area will have the opportunity to provide a new quote.

4.3.29.3. Please see Section 4.3.11 regarding reel mowing, which is required for High Profile turf.

4.3.30. Landscaping Chemical Application

4.3.30.1. Appropriate landscaping chemicals can only be used with proper licenses from the Illinois Department of Agriculture and prior approval of the Rockford School District.

5. GENERAL SPECIFICATIONS

- 5.1. The successful bidder shall furnish all labor, tools, equipment, and transportation to provide Mowing, Landscaping & Site Maintenance services at multiple facilities within the Rockford Public Schools District as required by the Facilities Department.
- 5.2. The contractor is qualified for and responsible for the entire work contracted as done by himself or by others, including: construction, installation, alteration, repair, addition, subtractions, improvements, and/or removal of any product.
- 5.3. The successful bidder will only allow qualified individuals to attempt this work and will abide by all safety regulations.
- 5.4. Should any new safety measures be implemented within the District during the time the contractor is under contract with the District, and the District requests the contractor comply with the new safety regulations, the contractor and all extensions thereof will abide.
- 5.5. The District does not allow the installation of proprietary equipment or systems unless the express consent of the District is given. It is the intent of the District to rely primarily on open-source/open-protocol systems.
- 5.6. Labor for installation and/or repair of any systems shall be billed to the District based on the rates bid (per the bid price sheets) as awarded. The rates bid shall include full compensation for labor, equipment use, and any other cost (including overhead and profit) to the contractor. The District shall only pay fair market prices for labor.
- 5.7. ONLY PRIME MATERIALS WILL BE USED OR ACCEPTED BY THE ROCKFORD SCHOOLS DISTRICT 205.
- 5.8. Materials shall be furnished by the contractor as requested by the Rockford School District 205. District 205 reserves the right to furnish materials to the contractor at their discretion.
- 5.9. The contractor shall supervise and direct the work, using his best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.

- 5.10. The contractor shall be responsible to the owner for the acts and omissions of their employees, sub-contractors and their agents and employees, and other persons performing any work under a contract with the contractor.
- 5.11. The contractor warrants to the owner that all materials and equipment, if applicable, furnished under this contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects, and in conformance with the work specifications. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Facilities Staff, the contractor shall furnish satisfactory evidence regarding the kind and quality of materials and equipment.
- 5.12. The contractor, at all times, shall keep the premises free from the accumulation of waste materials or rubbish caused by his operations. At the completion of the work, he shall remove all his waste materials and rubbish from and about the work area and all his tools, equipment, and machinery.
- 5.13. Surplus material generated by removal/demolition Facilities shall be the District's property unless released by the Director of Facilities. The disposal of this property shall be included in the contractor's estimate and scope of work. The Contractor material released by the District shall be removed from District property by the completion of work and shall become the property and responsibility of the contractor immediately upon de-installation. The District shall not "buy back" materials it has released as unwanted surplus or be held responsible for released material while it is on District property.
- 5.14. The contractor shall be responsible for notifying the Facilities Department in writing of any conditions detrimental to the proper and timely completion of work. Do not proceed with work until the unsatisfactory conditions have been corrected in a manner acceptable to the contractor.

6. CONTRACTOR RESPONSIBILITIES

- 6.1. The contractor must:
 - 6.1.1. Utilize the District's chosen computerized maintenance management system (CMMS) to manage District work requests. It is the awarded contractor's responsibility to establish a time with the District Maintenance Coordinator, to be trained on the use of this system. All work orders will be submitted through School Dude, and notifications will come via e-mail. The contractor must use this system to manage all work requests for the Rockford Public School District.
 - 6.1.2. Upon notification from the District authorized representative (s), prepare an independently written estimate of the labor and materials required to complete the work. This estimate shall provide specific information, including the following: hourly labor rates for emergency work or repairs as bid for each required work, number of hours required, list of materials to include description, and cost plus markup as bid. This estimate shall also include the time work will be started and completed. The contractor will be provided with a detailed scope of work that identifies the specific work description. The contractor shall complete the total estimate to accomplish the work and will identify any additional tasks necessary to satisfactorily accomplish the overall scope of work.
 - 6.1.2.1. Return requested estimates to the Facilities Department within five (5) business days for non-emergencies or as otherwise directed.
 - 6.1.2.2. The contractor's estimate will be evaluated to determine if the scope has been clearly and accurately understood, the work has been adequately estimated with supporting data presented, and the estimates are reasonable and properly documented. The estimate provided by the contractor shall be firm; no increases will be permitted unless unforeseen circumstances arise.

- 6.1.2.3. The contractor acknowledges that work will be performed only after receiving an authorized agreement from the District's B&G Senior Maintenance Manager.
- 6.1.2.4. The contractor's time shall start on the job site. Any travel time expenses shall be borne by the contractor and will not be reimbursed by the District. Additional administrative time and travel shall also be included in the quotation. This is only in regard to an independently written estimate, as indicated above.
- 6.1.3. Have a sufficient number of personnel, materials, transportation, and an adequate inventory of tools and equipment to perform work at the job site. The contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving, and placement of materials.
- 6.1.4. Respond within 24 hours to non-emergency requests (standard repair) with the understanding that the M.E.P Senior Maintenance Manager may request reduced timelines for high-priority items that are not emergencies at no additional cost.
- 6.1.5. Not proceed without authorization by the M.E.P Senior Maintenance Manager if, during the course of work, the contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated.
- 6.1.6. In addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the District, within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails to, within 48 hours, correct defects, the owner shall be entitled to have such work remedied, and the contractor shall be fully liable for all costs and expenses reasonably incurred by the owner. Payments in full or otherwise do not constitute a waiver of this guarantee.
- 6.1.7. Exercise precautions, at all times, for the protection of persons (including employees) and property. Barricades will be provided by the contractor, at the contractor's expense, when work is performed in areas traversed by persons or vehicles or when deemed necessary by the District Representative.
- 6.1.8. Conform to all Federal, State, County, and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the contractor. Any person found not in conformance with any laws, statutes, rules, or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.
- 6.1.9. Protect against damage or interrupted service at all times and shall be held responsible for any damage to property caused by their work. This includes, but is not limited to:
 - 6.1.9.1. Existing structures, utilities, services, roads, trees, shrubbery, etc.
- 6.1.10. Provide a full one (1) year warranty on all workmanship and material for each job completed. The warranty shall commence from the date of completion of said site.
- 6.1.11. Meet with the District Senior Maintenance Manager (or their designee) prior to the start of work in order to review the contract specifications, designate the appropriate project contacts, and discuss the manner in which work will be proceeding, among other items. It is the responsibility of the contractor to ensure the work is understood.

7. TIME IS OF THE ESSENCE

- 7.1. The contractor acknowledges that time is of the essence to complete the work as specified. The contractor agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion within the time specified.

8. COMPLETION

- 8.1. After the work has been completed, the contractor shall be required to submit to the Accounts Payable Department an invoice for work performed, including:
 - 8.1.1. Actual hours used to perform the work broken down between regular hours and non-regular hours.
 - 8.1.2. CMMS issued work order number if applicable.
 - 8.1.3. The purchase order number
 - 8.1.4. The date and location of the service provided, along with the contract price for the service.
 - 8.1.5. A detailed breakdown of the materials used
- 8.2. Upon completion, the contractor must take the appropriate actions with the District's chosen CMMS.
 - 8.2.1. This should include, at a minimum, a brief description of the work performed and the times and dates associated with when the work was performed.
 - 8.2.2. Should the contractor fail to comply, a more stringent form of completion notification will be enacted; specifically, the contractor will be required to e-mail, text, or call the B&G Senior Maintenance Manager at the start and end of each repair.

9. CONTACT INFORMATION & POINT OF CONTACT

- 9.1. The contractor must supply the Rockford School District with the contact information of the owner as well as the immediate foreman in charge of the "on-site" crew. The District must be able to contact both Contractor representatives by means of cell phone, text message, and e-mail. The District will provide the contractor with the contact information of the B&G Senior Maintenance Manager overseeing this contract.

10. QUALIFICATION OF EMPLOYEES

- 10.1. The personnel employed by the contractor shall be capable employees, age 18 years or above, and have a minimum of 3 years of experience performing similar work.
- 10.2. It is the contractor's responsibility to ensure that all employees are legally allowed to work in the United States in accordance with immigration policies.
- 10.3. Employees shall be required to dress neatly, without vulgar or otherwise offensive apparel, commensurate with the location and types of tasks being performed.
- 10.4. All our schools are smoke and tobacco-free environments. Smoking on school grounds is prohibited.
 - 10.4.1. This includes "vaping" and e-cigarettes.
- 10.5. The contractor's employees shall not possess or be under the influence of alcohol, drugs, or any illegal substances while on District property.
 - 10.5.1. This includes any and all forms of cannabis regardless of intended use.
- 10.6. The District is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to ensure that the personnel assigned to the project do not possess criminal records that would violate the District's standards for employment as set forth by the Illinois Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the work awarded.
- 10.7. The contractor shall strictly prohibit interaction between their employees and the student population.
- 10.8. Employees may not solicit, distribute, or sell products while on District property.
- 10.9. Friends, visitors, or family members of employees are not permitted in the work area.
- 10.10. The contractor shall adhere to security standards.

- 10.11. NOTE: PROPER BEHAVIOR AND LANGUAGE BY ALL EMPLOYEES OF THE CONTRACTOR, AND SUB-CONTRACTORS, ON OUR SCHOOL PROPERTY IS STRICTLY REQUIRED. THE SCHOOL DISTRICT WILL NOT TOLERATE BEHAVIOR NOT CONDUCIVE TO AN EDUCATIONAL FACILITY.
- 10.12. The bidder shall employ competent laborers and shall replace, at the request of the District, any incompetent, unfaithful, abusive, or disorderly workers in their employ. The District has the right to require a bidder's employee to be immediately removed from the work crew if said behavior is exhibited.

11. BID DOCUMENT FORMAT

11.1. General Consideration and Guidance

- 11.1.1. As this is a "Block-by-Block" type bid, bidders must submit bid prices on all items within each block to be awarded said block. Failure to do so will result in your bid – for the incomplete block - not being considered.
- 11.1.2. Bids will be awarded by the blocks as they are listed; blocks will not be subdivided.
- 11.1.3. Bidders may submit pricing for some or all blocks listed.
- 11.1.4. In addition to the submission of pricing for the desired blocks, the bidder must submit pricing for their "Hourly Labor Rate" as well as their percent upcharge on materials.
- 11.1.5. To qualify for this bid, it is mandatory for the bidder to have five (5) years of experience with mowing and landscaping in areas of comparable size. The bidder may be asked to furnish evidence of their experience.
- 11.1.6. NOTE: Block 13 through Block 24 will be awarded separately from their parent locations. When submitting pricing in Block 1 through Block 12, **do not** include these areas as part of your bid.
- 11.1.7. NOTE: Blocks that contain sites sharing a campus have the square footage listed once on the main site and a reference to the main site on all smaller sites. Only submit pricing for the main site
- 11.1.7.1. In order to aid comprehension, smaller sites do not have a space to indicate pricing.

11.2. Site Visit

- 11.2.1. As was specified in Section 4.3.2, it is the responsibility of the bidder to visit all sites said bidder intends to bid upon prior to submitting their bid. If the bidders have questions about site specifics, they may be submitted to the Purchasing Department or held until the pre-bid.

11.3. Bid Evaluation

- 11.3.1. The bids will be evaluated on the Block Extended Total for each block based on the formula illustrated below. The purpose of this is to eliminate unbalanced bidding.
- 11.3.1.1. The Block Extended Total need not be calculated by the bidder; the District will complete the relevant calculations.
- 11.3.1.2. The formula multipliers were chosen based on the anticipated number of mowings for an average year in northern Illinois and the frequency defined in Section 4.3.27.

11.3.2. Blocks 1 - 11

- 11.3.2.1. Block Total X 32 = Block Extended Total

11.3.3. Blocks 12

- 11.3.3.1. Block Total X 64 = Block Extended Total

11.3.4. Blocks 13 - 23

- 11.3.4.1. Block Total X 48 = Block Extended Total

11.3.5. Blocks 24

11.3.5.1. Block Total X 16 = Block Extended Total

11.4. Part A – Bidder Information

11.4.1. Name, Address, and Telephone/Fax Numbers

11.4.2. Copies of State and Local Licenses and Permits

11.4.3. List of relevant service equipment owned (PART F)

11.4.4. Firm experience and qualifications

11.4.5. 24/7/365 – Emergency Contact Information

11.4.6. Indicate the number of years of technical experience your firm has to date.

11.4.7. Number of accounts you serve

11.4.8. Copy of Written Safety Program

11.5. Part B - References

11.5.1. List three (3) references (similar to the Rockford School District 205) with whom you have had service agreements of this nature within the past three (3) years. Show the name of the agency or institution, the person to contact, their telephone number, and the nature and size of the contract.

11.6. PART C – Hourly Labor Rate

11.6.1. Please provide the hourly labor rate on the attached Bid Offer Form – Item 0.1.

11.6.2. **Item 0.1 – Hourly Labor Rate must be completed, or your bid will not be considered.**

11.7. PART D – Material Upcharge

11.7.1. Please provide the material upcharge percentage on the attached Bid Offer Form – Item 0.2.

11.7.2. **Item 0.2 – Material Upcharge must be completed, or your bid will not be considered.**

11.8. PART E – Block Pricing

11.8.1. Please submit pricing for all blocks you are interested in at this time on the attached Bid Offer Form – Items 11.01 through 11.57.

11.9. PART F - Equipment List

11.9.1. Please detail specific pieces of turf maintenance equipment, including vehicles, trailers, walk-behind, and riding equipment.

11.9.2. List only those which are currently owned or leased by you or your company. (Proof of ownership may be required.)

11.10. Penalties

11.10.1. Grace Period

11.10.1.1. In order to allow the contractor time to acclimate to the new contract and the District, a grace period of one (1) month from the first day of the contract will be allowed before the below-specified penalties are enforced.

11.10.1.2. An additional one (1) month may be added, at the discretion of the B&G Senior Maintenance Manager, should the contractor need additional time to align themselves with the District's operation tempo and expectations.

11.10.1.3. No additional grace period will be added beyond the end of the initial one (1) or two (2) month grace period.

11.10.2. Penalty Pro-Rating

11.10.2.1. Penalties will not be pro-rated. They will be rounded up to the nearest measure of time specified in the penalty.

11.10.3. Schedule Consistency

11.10.3.1. A penalty will be assessed for failure to adhere to the defined schedule (excluding weather-related delays). (See Section 4.3.5.2.)

11.10.3.1.1. The penalty assessed will be 2% of the final invoice per failure.

11.10.4. Performance Consistency

11.10.4.1. A penalty will be assessed for consistently failing to meet the landscaping requirements defined in this contract, as evidenced by repeated calls identifying incomplete or poorly completed areas of responsibility.

11.10.4.1.1. The penalty assessed will be 5% of the final invoice for each week the contractor fails to meet their contractual obligations.

11.10.5. Re-mow timeline

11.10.5.1. A penalty will be assessed for failure to re-mow an area within the timeline defined in sections 4.3.9.3.2 and 4.3.10.2.

11.10.5.1.1. The penalty assessed will be 5% of the final invoice per hour missed.

11.10.6. Point of Contact

11.10.6.1. A penalty will be assessed for the time the District is not provided a direct point of contact. (See Section 6.)

11.10.6.1.1. The penalty assessed will be \$500.00 of credit per week.

12. TERM OF CONTRACT

12.1. **PLEASE NOTE: ANY ANNUAL PRICE INCREASE BY THE CONTRACTOR MAY NOT EXCEED A THREE PERCENT (3%) C.A.P.**

This contract shall be effective from April 1, 2023 through March 31, 2026 plus two (2) one-year option periods. The contractor agrees to hold firm the prices offered throughout the first twelve (12) months of the contract. For each subsequent twelve (12) month period thereafter, and upon a minimum of sixty (60) days advance written notice to the District, the contractor may request to increase the price no more than three percent (3%) of the price in effect during the previous twelve (12) month period. In the event of any price decrease during the term of this contract, the contractor will reduce the price by the same percentage reduction as such price decrease. Any change in price must be submitted by the contractor at least 60 days prior to the anniversary date of the contract. If no price changes are submitted, the District will assume prices are firm for the next 12 months.

13. RENEWAL

13.1. Upon completion of the initial three (3) year contract term, up to two (2) optional one-year periods may be exercised by unilateral decision of the District with adequate notice to the selected vendor.

13.2. OPTION YEARS

13.2.1. April 1, 2026 through March 30, 2027

13.2.2. April 1, 2027 through March 30, 2028

14. NOTES

- 14.1. As a product of the software used to generate the maps and area calculations, Non-RPS property is included when present. On the maps and corresponding legend, Non-RPS Property is displayed as sage green. The square footage totals on the bid-offer form **DO NOT** include Non-RPS Property, and the District neither expects Non-RPS Property to be maintained nor will the District pay for its maintenance.

[illegible]

11.27	RESA Middle School	1800 Ogilby Rd.	561150.21	Block 19	248523.46	3365.41	0.00	0.00	Block 19	\$
11.28	Lathrop Elementary School	2603 Clover Ave.	273209.66	0.00	93565.07	0.00	7503.85	0.00	0.00	\$
									Total	\$
	Block 9									
	Location	Address	Turf Grass (General) ft²	Turf Grass (Athletic) ft²	Pavement ft²	Planted Bed ft²	Wood Mulch ft²	Rubber Mulch ft²	AgLime ft²	Per Event Price
11.29	Johnson Elementary School	3805 Rural St.	145112.78	0.00	103809.15	731.22	8713.19	0.00	0.00	\$
11.30	Eisenhower Middle School	3525 Spring Creek Rd.	283420.45	Block 20	185019.28	1419.53	0.00	0.00	Block 20	\$
11.31	Bloom Elementary School	2912 Brendenwood Rd.	240415.34	0.00	76334.09	1395.96	0.00	0.00	0.00	\$
11.32	Montessori @ Marsh Elementary School	2021 Hawthorne Dr.	304260.10	0.00	53616.74	1158.66	0.00	12939.76	0.00	\$
11.33	Brookview Elementary School	1750 Madron Rd.	124404.08	0.00	72603.68	990.02	91.48	0.00	0.00	\$
									Total	\$
	Block 10									
	Location	Address	Turf Grass (General) ft²	Turf Grass (Athletic) ft²	Pavement ft²	Planted Bed ft²	Wood Mulch ft²	Rubber Mulch ft²	AgLime ft²	Per Event Price
11.34	Finn Middle School	2525 Ohio Pkwy.	528565.05	Block 21	275711.82	761.64	7450.64	0.00	Block 21	\$
11.35	Hillman Elementary School	3701 Greendale Dr.	237726.12	0.00	89765.47	0.00	0.00	0.00	0.00	\$
11.36	Whitehead Elementary School	2325 Ohio Pkwy.	See Finn Middle School	Block 21	See Finn Middle School	See Finn Middle School	See Finn Middle School	See Finn Middle School	Block 21	See Finn Middle School
11.37	Cherry Valley Elementary School	6754 Armer Dr.	577821.83	64447.32	155492.93	10744.62	4943.74	0.00	0.00	\$
11.38	Rolling Green/Muhl Center Elementary School	3615 Westgate Pkwy.	242680.04	0.00	185229.45	207.52	14649.15	0.00	0.00	\$
									Total	\$
	Block 11									
	Location	Address	Turf Grass (General) ft²	Turf Grass (Athletic) ft²	Pavement ft²	Planted Bed ft²	Wood Mulch ft²	Rubber Mulch ft²	AgLime ft²	Per Event Price
11.39	West View Elementary School	1720 Halsted Rd.	181349.74	7968.43	89190.75	100.66	0.00	8409.10	3171.09	\$
11.40	Marshall Middle School	4664 N. Rockton Ave.								\$
11.41	Conklin Elementary School	3003 Halsted Rd.	213153.52	0.00	135219.30	117.89	0.00	14348.36	0.00	\$
11.42	Marshall Elementary School	4704 N. Rockton	See Marshall Middel School	Block 22	See Marshall Middel School	See Marshall Middel Scho	See Marshall Middel Scho	See Marshall Middel Scho	See Marshall Middel Scho	See Marshall Middel School
									Total	\$
	Block 12									
	Location	Address	Turf Grass (High Profile) ft²	Pavement ft²	Planted Bed ft²	Wood Mulch ft²	Rubber Mulch ft²	Per Event Price		
11.43	Administration Building	501 7th St.	5076.66	188716.57	Coverd under wood mulch	41241.77	0.00	\$		
	Block 13									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.44	Guilford High School Athletic Areas	5620 Spring Creek Rd.	242630.41	52689.45	\$					
	Block 14									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.45	Jefferson High School Athletic Areas	4145 Samuelson Rd.	516386.98	98479.93	\$					
	Block 15									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.46	Auburn High School & Kennedy Middle School Athletic Areas	5110 Auburn St.	193450.21	44259.69	\$					
	Block 16									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.47	Riverdahl Elementary School Athletic Areas	3520 Kishwaukee St.	43029.40	19037.22	\$					
	Block 17									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.48	East High School Athletic Areas	2929 Charles St.	178276.60	42878.53	\$					
	Block 18									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.49	West Middle School Athletic Areas	1900 N. Rockton Ave.	57595.41	0.00	\$					
	Block 19									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.50	RESA Middle School Athletic Areas	1800 Ogilby Rd.	72714.17	0.00	\$					
	Block 20									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					
11.51	Eisenhower Middle School Athletic Areas	3525 Spring Creek Rd.	132533.51	0.00	\$					
	Block 21									
	Location	Address	Turf Grass (Athletic) ft²	AgLime ft²	Per Event Price					

11.52	Flinn Middle School Athletic Areas	2525 Ohio Pkwy.	157879.01	4954.83	\$ _____					
	Block 22									
	Location	Address	Turf Grass (Athletic) ft²	Ag Lime ft²	Per Event Price					
11.53	Marshall Middle School Athletic Areas	4664 N. Rockton Ave.			\$ _____					
	Block 23									
	Location	Address	Turf Grass (Athletic) ft²	Ag Lime ft²	Per Event Price					
11.54	Lincoln Middle school Atheltic Areas	1500 Charles St.	62899.99	0.00	\$ _____					
	Block 24									
	Location	Address	Turf Grass (Prairie) Acres	Per Event Price						
11.55	Guilford Rd. Field	7236 Guilford Rd.	17.50	\$ _____						
11.56	Lathrop Field	1380 Ogilby Rd.	12.61	\$ _____						
11.57	Trainer Road Field	1510 Trainer Rd.	7.20	\$ _____						
		Total		\$ _____						