

Western Community Unit School District No. 12

401 McDonough Street Barry, IL 62312

www.westerncusd12.org

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ATTENTION
Please read specifications for complete proposal instructions!

Specifications

Lawn Mowing Services

at

Barry & Kinderhook Campuses

Proposals Due At:

Western CUSD #12
401 McDonough Street
Barry, IL 62312
FEBRUARY 15, 2021 at 12:00 p.m.

Western CUSD #12

**REQUEST FOR PROPOSALS
Lawn Mowing Services**

General Instructions to Bidders:

1. Proposals shall be submitted in a **sealed** envelope to the District Office before the time of the schedule opening and must be marked with the title of the bid.
2. Unsigned or late bids will not be considered.
3. Western CUSD #12 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax
4. Oral, telephonic, or telegraphic transmitted proposals will not be accepted.
5. Prices quoted shall include all charges for services and transportation to the locations designated on the bid.
6. Correspondence shall be directed to the Superintendent.
7. Bids are available for inspections in the District Office by appointment after the award.
8. It will also be assumed that all submitted proposals will conform to applicable Illinois and Federal statutes and regulations.

Firm Proposal

All proposals will be considered to be firm for a period of sixty days from the date established for the opening bids.

Withdrawal of Proposal

Proposals may be withdrawn by letter or in person prior to the time and date established for the opening of proposals.

Errors and Omissions

All proposals shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should bidders find any discrepancies in or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Superintendent who will issue the necessary clarifications to all prospective bidders.

Western CUSD #12 Interests

Investigation of Contractor

1. The Superintendent may make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested.
2. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.

Reservation of Rights by Western CUSD #12

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interest of Western CUSD #12. Any such decision shall be considered final. All items bid shall be new unless otherwise specified.

Signature Constitutes Acceptance

The signing of these bid forms shall be construed as acceptance of all provision contained herein

Total Price for All Items Bid

A total dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate sections of the bid form before signing and submitting the bid.

Hold Harmless and Indemnification

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members individually, their officers, employees, servants and agents from and against all claims actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature, including reasonable legal fees incurred by owner rising out of:

- Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damages to or destruction to any property, including the loss of use thereof.
- Caused in whole or in part by an act, error, or omission by the contractor or any subcontractor or anyone directly or indirectly employer by any of them regardless of whether or not it is caused in part by a party to be indemnified thereunder.
- Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
- Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

Insurance

1. Contractor has, for itself and any subcontractor it engages, procured and will maintain with an established insurance carrier (with at least an “A” rating) at Contractor’s expense, during the Term of this Agreement, insurance limits equal to or greater than those currently carried by Western CUSD #12. Western CUSD #12 currently carries the following limits:

<u>COVERAGE</u>	<u>LIMITS</u>
Worker’s Compensation	\$ 1,000,000
Commercial General Liability	\$ 2,000,000 aggregate \$ 1,000,000 per occurrence
Umbrella Liability (Bodily injury & property damage)	\$ 10,000,000
Automobile Liability (Bodily injury & property damage)	\$ 2,000,000 combined

Any limits less than those currently carried by Western CUSD #12 must be approved in advance.

2. General Liability Insurance required in paragraph (a) above shall include coverage for personal and advertising injury, completed operations, contractual liability under this agreement with respect to sudden and accidental occurrences and for violations or alleged violations of any structural work laws imposing liability.
3. Contractor shall cause Western CUSD #12 to be named as an additional insured for any claim, action or proceeding against Western CUSD #12 and arising out of the performance of this contract. Such additional insured coverage shall not be less than the amounts set forth herein for any type of coverage, shall be primary and applicable prior to any other insurance or self-insurance available to Western CUSD #12, and shall be without limitation or differentiation of coverage between the named insured and Western CUSD #12.
4. The contractor shall furnish Western CUSD #12 with a certificate of insurance naming Western CUSD #12 as an additional insured (defined in paragraph 7c.) Contractor agrees to furnish insurance certificates, showing Contractor’s compliance with the above requirements to Western CUSD #12 at least annually, within 30 days after Western CUSD #12 makes a request therefor and Contractor commences any Services
5. Each contract of insurance, and certificate of insurance, shall provide that said insurance shall not be cancelled or materially altered until at least thirty (30) days after Western CUSD #12 receives written notice.

Safety and Health

1. All work shall comply with all applicable state and federal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent will apply.
2. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.

Contracts

The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

Termination

Contractor shall provide a level of professional service usual and customary for the area.

If Western CUSD #12 determines that a significant act or omission or dissatisfaction of service by Contractor, including but not limited to failure to comply with any of the obligations pursuant to the Agreement, then Western CUSD #12 may terminate the agreement upon thirty (30) days advance written notice to Contractor.

Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, age, creed, sex or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment of advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous place, available to employees and applicants for employment, notices to provide setting forth the provision of this nondiscrimination clause.

Prevailing Wage Act

The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.

In addition, contractors are required to submit monthly certified payrolls to Western CUSD #12 consisting of each worker's name, address, telephone number, social security number, classification or classifications, the hourly wages paid in each pay period, and the number of hours worked each day.

Please note the special exceptions for lawn mowing services under the Prevailing Wage Act. It is the responsibility of the contractor and subcontractor to determine if the work falls under the Prevailing Wage Act. In regards to subcontractors, the general contractor will be responsible to ensure prevailing wages are paid appropriately.

Substance Abuse Prevention on Public Works Projects Act

The Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) was signed into law on October 5, 2007 and applies to any contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or, if bids are not solicited for the contract, a contract to perform such work entered into on or after January 1, 2008.

Summary of the Act

- Applies to any contractor or subcontractor performing a public works project
- All contractors performing work for a public works project are required to have a written program in place for substance abuse and that written program should be submitted and kept on file with the public body for whom the work is being performed.
- **Public body** is defined by the Illinois Prevailing Wage Act to include the **state** or any political subdivision or department of the state, any institution supported in whole or in part by public funds, “any **county, city, town, village, township, school district, irrigation, utility, reclamation improvement or other district** and every other political subdivision, district or municipality of the state whether such political subdivision, municipality or district operates

- under a special charter or not.
- The law prohibits any employee from using, possessing, distributing, delivering, or being under the influence of drugs or alcohol “while performing work on a public works project.”
 - Before beginning work an employer must file their written program with the public body engaging it and make the program available to the public.
 - Testing must include pre-employment (unless subject to random within past 90 days), random, reasonable suspicion, and post-accident.

Criminal History Records Checks & Statewide Sex Offender Database Checks

The Illinois School Code requires all employees of a school district including employees of independent contractors who have direct, daily contact with students to have successfully completed a fingerprint criminal history check as well as a check of the Statewide Sex Offender Database and the Violent Offender Against Youth Database.

An individual may not be employed by an Illinois school district if the applicant’s employment requires a criminal background check and the applicant has been convicted of:

1. Committing attempted first degree murder, committing or attempting to commit first degree murder of a Class X felony or committing a felony under Illinois law within seven years of application of employment, or
2. Indecent solicitation of a child, public indecency, prostitution, soliciting for a prostitute, pandering, keeping a place of prostitution, patronizing a prostitute, pimping, juvenile pimping, exploitation of a child, obscenity, child pornography, harmful material, criminal sexual assault, aggravated assault of a child, or criminal sexual abuse, or
3. An offense defined in the Cannabis Control Act except possession offenses involving less than 10 grams and/or manufacture, delivery, or possession with intent to deliver offenses involving less than 2.5 grams, or
4. Any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in Illinois would have been punishable as a felony in Illinois or would have been punishable as any of the foregoing offenses.

NON-COLLUSION AFFIDAVIT
STATE OF ILLINOIS

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

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

Bidder or Agent

FOR: _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____

Notary Public

BID NUMBER: _____

Certification

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

Signature

MOWING SERVICE SPECIFICATIONS

1. Mowing sites:

Location 1: Western CUSD #12, 401 McDonough Street, Barry, IL 62312

Location 2: Western Junior High School, 300 Chaney Avenue, Kinderhook, IL 62345

2. Mowing shall be on a timely basis so as to keep all lawns in a neat condition.

3. Lawn Mowing will include trimming around all perimeters and objects on the grounds.

4. Any debris on the grounds such as paper and sticks will be removed prior to mowing.

5. The lawn mowing will include removal of clippings from walkways and objects on the grounds upon completion.

6. The proposer shall furnish all equipment and supplies necessary for satisfactory completion of lawn mowing job.

7. The job will not include:

8. GUARANTEE:

Upon awarding of a contract, the proposer shall guarantee in writing satisfactory workmanship. Unsatisfactory workmanship shall render the contract void for the remainder of the mowing season.

I the undersigned declares he/she has carefully examined the "Request for Proposal" and the "Specifications" and will furnish lawn mowing services in compliance with the specifications for the price set forth in the proposal.

We propose to furnish lawn mowing services in compliance with all requirements as follows:

Western CUSD #12: \$ _____ (price per mowing)

List of equipment to be used:

Number of people being employed for job: _____

References:

_____	_____
_____	_____
_____	_____

The undersigned has checked carefully the above figure and understands that he shall be responsible for any error or omissions in specifications.

It is understood and agreed that Western CUSD #12 reserves the right to accept or reject any or all Proposals and to waive any informality in any Proposal received.

The undersigned further declares that this proposal is made without any connection with a person making another proposal for the same contract, that the proposal is in all respects fair and without collusion of fraud, that no member of the Board of Education of Western CUSD #12 or other officer of Western CUSD #12, is directly or indirectly interested in the proposal, or in any portion of the profits thereof:

Name of Company: _____

Signature of Company Representative: _____

Title: _____

Address: _____

Telephone: _____

Date: _____