

Warren Township High School District 121

34090 N. Almond Road

Gurnee, Illinois 60031

Phone: (847) 548-7055

Fax: (847) 548-0564

mengel@wths.net

www.d121.org

NOTICE TO BIDDERS

The Board of Education of Warren Township High School District 121, 34090 N. Almond Road, Gurnee, Illinois 60031 will receive Bid Proposals for a **Landscape Maintenance Contract**, which will begin **March 1, 2022** in accordance with the contract documents, including specifications as filed with the Assistant Superintendent of Business Services and Operations. **The contract will be for an initial term of 16 months, from March 1, 2022 through June 30, 2023. Thereafter, the contract will renew automatically for three (3) successive 12-month periods (from July 1 to June 30) unless sooner terminated as provided herein.**

Bid documents and specifications are on file and may be examined any time on or after January 14, 2022.

Contact: Dr. Michael Engel
Warren Township High School District 121
34090 N. Almond Road
Gurnee, Illinois 60031
(847) 548-7055
mengel@wths.net

Bid Due Date: 10:00 a.m. on February 10, 2022

The Board of Education reserves the right to reject any or all bids, to waive any informality in bidding, to waive irregularities or defects, and to determine the lowest responsible bidder in the discretion of the Board of Education of Warren Township High School District 121.

For the Board of Education:

Dr. Michael Engel, CSBO
Assistant Superintendent of Business Services and Operations

INSTRUCTIONS TO BIDDERS

Bid Proposals

All bid proposals must be submitted on the forms marked EXHIBIT “A” and EXHIBIT “B”, furnished by the Board of Education of Warren Township High School District 121. **Bid proposals submitted on other forms may be rejected.** Facsimile copies of bids are not accepted.

Bid proposals must be signed (using ink) in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Bid documents shall be submitted in sealed envelopes clearly labeled as follows:

BID PROPOSAL: **Landscape Maintenance**

ADDRESSED TO: Board of Education
Warren Township High School District 121
34090 N. Almond Road
Gurnee, IL 60031
ATTN: Dr. Michael Engel

Interpretations, Discrepancies, and Omissions

No oral interpretations will be given to any Bidder as to the meaning of any bid documents and/or specifications. No oral response will be given to alleged discrepancies or omissions in the specifications or instructions. Any requests for interpretations or responses must be submitted in writing to the Board of Education, Warren Township High School District 121, 34090 N. Almond Road, Gurnee, Illinois 60031. No such requests received after **January 28, 2022** will be considered. Any replies to requests received will be issued to all known bidders by written addendum. Provide your email address to the District by email to mengel@wth.net. The District will deliver any addendum to you by email.

Bid Deposit

None required. Bidder acknowledges that their failure to perform within the intent of the bid solicitation may disqualify them from bidding to the Board of Education, Warren Township High School District 121.

Examination of Specifications

Each bidder shall acquaint themselves with the conditions, as they exist, so that he may be completely familiar with the conditions pertinent to the fulfillment of the specifications and/or work required under the contract. Bidder’s exercise of his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to the bid proposals.

Time for Receiving Bids

Bid proposals must be delivered to the Board of Education, Warren Township High School District 121 at 34090 N. Almond Road, Gurnee, Illinois 60031, Attention Dr. Michael Engel, Assistant Superintendent of Business Services and Operations, prior to February 10, 2022 at 10:00 a.m., the bid opening time.

Withdrawal of Bids

Bids may be withdrawn by written request of the person submitting the original bid. Such request must be received **prior** to the bid opening time.

Award of Contract

Contracts will be awarded to the lowest responsible bidder(s) if the bid complies with the conditions of the bid documents and if the award of the contract(s) is in the best interest of the Board of Education of Warren Township High School District 121.

Optional Walk-Through

An optional walk-through is available to bid the District's **Landscape Maintenance Contract**. The walk-through will be on Monday, January 24th, 2022 at 10:00 a.m. The walk-through will begin at the O'Plaine Campus at 500 N. O'Plaine Road, Gurnee, IL 60031 and continue on to the Almond Campus at 34090 N. Almond Road, Gurnee, IL 60031.

GENERAL CONDITIONS FOR LANDSCAPE MAINTENANCE CONTRACT

OWNER: Board of Education, Warren Township High School District 121,
Gurnee, Illinois 60031

OFFICE: 34090 N. Almond Road, Gurnee, Illinois 60031

ISSUED: January 14, 2022

General Conditions

1. All bidders shall comply with the bid documents (including the exhibits) at all times in bidding any or all of the items/services as listed.
2. The services required are a reasonable estimate at this time. The Board of Education reserves the right to revise any and all services at the time they issue purchase orders.
3. Awarding of the bid for **Landscape Maintenance** will be considered at the **February 22, 2022** Board meeting. It is understood that prices will be in effect for the period from March 1, 2022 through June 30, 2026. The **Landscape Maintenance** contract will be in effect for an initial term of 16 months, from March 1, 2022 through June 30, 2023. Thereafter, the contract will renew automatically for three (3) successive 12-month periods (from July 1 to June 30) unless sooner terminated as provided herein. Either the Board of Education or the contractor may terminate the contract effective July 1, 2023 (or any July 1 thereafter) by providing written notice of termination on or before the preceding May 1 (i.e., 61 days' prior written notice of termination).
4. Include in your sealed bid a list of at least five (5) references of companies that you have been doing business with for three (3) or more years.
5. The Board of Education, Warren Township High School District 121, Gurnee, Illinois, reserves the right to reject any or all bids, to waive any informalities in bidding, to waive irregularities or defects, and to award the bid in the best interest of the District.
6. All bidders shall familiarize themselves with the details of the bid documents and specifications.
7. The bid proposal of the lowest responsible bidder complying with these conditions and specifications is normally accepted. Board of Education decisions are final in all instances. All bidders will be notified of the results of Board of Education action.

8. If applicable, bidders must be in full compliance with all provisions of the acts of the General Assembly of Illinois relating to employment, including equal employment opportunity requirements.
9. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion, and if no member of the Board of Education of this District nor other officer of this District is directly or indirectly interested in the bid or in any portion of the profits thereof.
10. The contractor's personnel shall, at all times, be above reproach, and the District reserves the right to discuss the conduct or performance with the contractor and request replacement within a reasonable time period, if such is warranted. Contractor agrees to remove any employee as requested by the District.
11. The contractor shall comply with all federal, state and local laws and regulations pertaining to wages and hours of employment for all personnel employed by the contractor.
12. The contractor shall comply with Executive Order 11246, entitled, "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulations.
13. If unsatisfactory performance is determined, either by inspection or otherwise, an immediate consultation will be held with contractor representative and District representative to resolve the unsatisfactory condition.
14. The Contractor will comply with Board policies.
15. Possession or consumption of alcoholic beverages, use of tobacco products or any illegal substance is strictly forbidden on school grounds and in school buildings at all times.
16. If the contractor materially breaches the contract and fails to cure the breach within five (5) days after the District provides written notice of the breach, the District may terminate the contract effective immediately.
17. Throughout the term of the contract, the contractor must comply with all laws, rules, regulations, ordinances, and governmental directives applicable to the contract work.
18. This packet includes one (1) copy of Exhibit "A" and one (1) copy of Exhibit "B". Please return one (1) copy of each page of Exhibit "B" as your bid and make a copy for your records.
19. Complete the Certificates of Exhibit "B" and return a copy with your bid. No Bidder (Contractor/Vendor) can be awarded a bid without these certificates being completed in full.

20. If necessary to substantiate or include other answers or evidence, include them on additional sheets attached to Exhibit "B".

Contractor's Liability Insurance

The contractor must maintain the insurance required pursuant to this section, and must provide appropriate certificates of insurance to the District for approval. Contractor shall purchase from and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

1. claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed, including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or entities excluded by statute from the requirements of clause 1, but required by the Contract Documents to provide the insurance required by that Clause;
3. claims for damages because of sickness, bodily injury, or disease or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages other than to the Work itself because of injury to, or destruction of, tangible property, including loss of use resulting there from;
6. claims for damages because of bodily injury or death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. liability insurance applicable to the Contractor's obligations pertaining to claims involving contractual claims;
8. liability insurance shall include all major divisions of coverage and be on a comprehensive basis including;
 - a. Premises Operations (including X, C, and U coverage as applicable),
 - b. Independent Contractor's Protective,
 - c. Products and Completed Operations,

- d. Personal Injury Liability with Employment Exclusion deleted,
- e. Contractual,
- f. Owned, non-owned and hired motor vehicles,
- g. Broad Form Property Damage including Completed Operations, and
- h. if the General Liability coverage is provided by a commercial General Liability Policy on a claims made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting date of coverage required to be maintained after final payment.

The insurance required shall be written for not less than the following or greater if required by law:

- A. Worker's Compensation and Occupational Diseases for Statutory Limits.
- B. Employer's Liability \$1,000,000
- C. Comprehensive General Liability
 - 1. General Coverage (including Broad Form Property Damage):
 Combined Bodily Injury and Property Damage \$1,000,000 each
Occurrence
\$1,000,000
Aggregate
 - 2. Contractual Liability assumed in the contract documents including indemnification of Owner
 Combined Bodily Injury and Property Damage \$1,000,000 each
Occurrence
\$1,000,000
Aggregate

- | | | |
|----|---|--|
| 3. | Contractor's Protective Liability
Combined Bodily Injury and Property Damage | \$1,000,000 each
Occurrence
\$1,000,000
Aggregate |
| 4. | Explosion: Collapse and Damage to Underground Utilities:
Combined Bodily Injury and Property Damage | \$1,000,000 each
Occurrence
\$1,000,000
Aggregate |
| 5. | Completed Operations, up to one (1) year after contractor ceases providing services to the owner (including Broad Property Damage).

Combined Bodily Injury and Property Damage |

\$1,000,000 each
Occurrence
\$1,000,000
Aggregate |
| D. | Owner's Protective Liability
Combined Bodily Injury and Property Damage | \$1,000,000 each
Occurrence
\$1,000,000
Aggregate |
| E. | Comprehensive Automobile Liability Insurance for owned, non-owned, hired or rented vehicles
Combined Bodily Injury and Property Damage | \$1,000,000 each
Occurrence
\$1,000,000
Aggregate |
| F. | Your insurance company's Certificate of Insurance must list Warren Township High School District No. 121 as an additional insured. | |
| G. | Excess Liability: An Umbrella policy is required with minimum limits of \$2,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverages and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions which do not appear in the underlying policies. | |
| H. | Insurance on Owned or Rented Equipment: The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance he may deem necessary to protect himself against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools or equipment owned or rented by the Contractor. The requirement to secure and | |

maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of any Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner, or their agents and employees, for any losses of owned or rented equipment. It is expressly understood and agreed that the owner shall have no responsibility therefore. If the Contractor secures such insurance, the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against the owner or their agents".

- I. The procuring of the insurance required under this contract shall be considered solely as securing Contractor's obligation or liabilities assumed under the contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by him is approved by the Owner.
- J. It is understood and agreed that a sixty (60) Days Advance Written Notice of Cancellation, Reduction, and/or Material Change in coverage will be mailed to:

Dr. Michael Engel
Assistant Superintendent of Business Services & Operations
Warren Township High School District 121
34090 N. Almond Road
Gurnee, IL 60031

Warren Township High School District 121

34090 N. Almond Road

Gurnee, Illinois 60031

Phone: (847) 548-7055 Fax: (847) 548-0564

Specifications for
Landscape Maintenance Contract
(16 Months, with 3 Successive 12-Month Renewals)

All bids shall be submitted in a sealed envelope and delivered to the Warren Township High School District No. 121 **on or before 10:00 a.m. on February 10, 2022**. Faxed Bids will NOT be considered. It is the responsibility of the bidder to insure that their bid arrives prior to the above stated TIME AND DATE. Any bids received after the date and time will be deemed NO BID and returned unopened to the bidder. No corrections can be made after the time of opening

GENERAL INFORMATION

Mowing of all grass areas at Almond campus and at O'Plaine campus sites **will require one cutting per week**. Mowing of all grass areas at the properties the District owns along McClure Avenue **will require one cutting per week** as well. Four additional cuttings are to be included at each site to be used at the District's discretion. Mowing is to be performed on **Mondays at the two school sites starting at 6:00 a.m. (NO LATER)** unless worked out one (1) week in advance with the Buildings and Grounds Facility management. Weekly schedules are to be coordinated with the Buildings and Grounds Facility management, Groundskeeping staff and the Athletic Director. The contractor must be flexible with the mowing schedule due to the nature of outdoor activities.

Spring Clean Up

1. The landscaper will remove all winter debris.
2. All tree, bush and shrub beds will be cleaned of all winter debris.
3. This portion of service should be completed between April 1st and April 30th.
4. Cut back trees and brush around the pond at O'Plaine.
5. Cutback trees and other plantings around walkways and drives.

Turf Management

Includes football practice fields, baseball/softball, soccer fields, band practice fields, and areas behind the tennis courts, all islands and turf areas around both schools and the properties the District owns along McClure Avenue.

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1. All turf areas at the two school sites shall be mowed on a weekly basis unless the District directs that the mowing may be skipped to assist in the reduction of stress in the turf. If mowing is skipped, the Facility Manager must be contacted for assignment to other work if needed.
2. All turf areas at the properties the District owns along Gages Lake Road and McClure Avenue shall be mowed on a one (1) time per week basis **unless** the District directs that the mowing may be skipped to assist the reduction of stress in the turf. If mowing is skipped, the Facility Manager must be contacted for assignment to other work if needed.
3. The mowing patterns used will be alternated after each mowing.
4. All grass next to foundations, light poles, sign poles, fire hydrants, fencing, and trees will be trimmed after each mowing.
5. All patios and sidewalks will be cleaned of all debris as part of the completion of each week's activities.
6. All paper, debris and litter will be removed from landscaping on a weekly basis.
7. Leaves will be removed from the landscaping each week during the months of October and November during the term of this contract.
8. All planting beds (flower beds – including ALL courtyards) will be kept clean of weeds and other unwanted growth (**monthly**). Clean all perennials of dead foliage and flowers.
9. Trim back all bushes, trees, and perennials at end of growing season.
10. Furnish and install the same mulch at both campuses for all planting beds and other areas as directed by the District. Mulch should be dark brown mulch either shredded or small chipped, “non-floating”. Please provide District with a sample prior to placement for approval.
11. Install mulch after spring clean-up and top dress in mid-August. Include an allowance of 50 cubic yards per campus, 30-35 yard at spring clean-up and 15-20 yards during August clean-up-school start prep.
12. Provide an annually updated cost sheet for a variety of trees and bushes for our climate, if additional or replacement plantings are requested by the District.

13. Provide an annual four (4) phase weed and feed program and one (1) annual grub killer at each campus as well as the Gages Lake Road and McClure Avenue properties.
14. Access to east Almond courtyard; actual courtyard door is 44”, exterior access to hallway 2”, receiving dock access (through halls) 44”.
15. Work must be completed around any school activities, including but not limited to: class/testing schedules, events, athletics/physical education, etc.

Trees, Bushes and Shrubs

1. Where applicable, all tree, bush and shrub beds will be spade edged and cultivated a total of two (2) times during each season. The first cultivating will begin in April and the second will be done in August prior to the 20th (start of school).
2. All plant beds will be treated in such a manner as to present a neat and weed-free appearance at all times.

Courtyards

1. Courtyards at both the Almond Campus and the O’Plaine Campus must have a spring clean up starting in April each year in order to cut back the old growth of the plants and trim plants/shrubs as needed.
2. Trees must be trimmed as needed in order to maintain neat and healthy trees.
3. Weeds need to be pulled monthly in order to maintain weed free courtyards.
4. Mulch – dark brown mulch either shredded or small chipped, “non-floating”. Please provide District with a sample prior to placement for approval.

Duration

1. This contract shall be in effect for an initial term of 16 months, from March 1, 2022 through June 30, 2023. Thereafter, the contract will renew automatically for three (3) successive 12-month periods (from July 1 to June 30) unless sooner terminated as provided herein. Either the Board of Education or the contractor may terminate the contract effective July 1, 2023 (or any July 1 thereafter) by providing written notice of termination on or before the preceding May 1 (i.e., 61 days’ prior written notice of termination). The Bid Form Contract amounts will be the agreed amounts for the years 2022-2026.

Chemical Applications

1. Any chemical applications must be approved by the School District prior to any applications.
2. The contractor must notify Warren Township High School District 121 at least three (3) days in advance of spraying any chemicals.

3. Licensed chemical applicators are required.

Warren Township High School District 121

34090 N. Almond Road

Gurnee, Illinois 60031

Phone: (847) 548-7055 Fax: (847) 548-0564

Name of Bidder: _____

Title: _____

Address of Bidder: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number: _____ **Fax Number:** _____

Date of Bid: _____

1. The Board of Education, Warren Township High School District 121, Gurnee, Illinois, reserves the right to reject any or all bids, to waive any informality in bidding, to waive irregularities or defects, and to award the contract in the best interest of the District.
2. Having carefully examined all bid documents, the undersigned hereby proposes to furnish Landscape Maintenance as set forth by the Specifications, Notice to Bidders, General Conditions and Form of Proposal herein referred to and described:

THIS IS A SIXTEEN-MONTH CONTRACT EFFECTIVE FROM MARCH 1, 2022 THROUGH JUNE 30, 2023. THEREAFTER, THE CONTRACT WILL RENEW AUTOMATICALLY FOR THREE (3) SUCCESSIVE 12-MONTH PERIODS (i.e., 7/1/23-6/30/24, 7/1/24-6/30/25, AND 7/1/25-6/30/26) UNLESS SOONER TERMINATED AS PROVIDED HEREIN.

Company: _____

Signature of Bidder: _____

Print Name: _____

Title: _____

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For purposes of this form, “season” means the period from March 1 through November 30.

O’PLAINE CAMPUS Mowing and Trimming

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

ALMOND CAMPUS Mowing and Trimming

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

O’PLAINE CAMPUS WEED & FEED

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

ALMOND CAMPUS WEED & FEED

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

O’PLAINE CAMPUS ATHLETIC FIELDS – ADDITIONAL CUT

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____
COST PER CUT \$ _____

ALMOND CAMPUS ATHLETIC FIELDS – ADDITIONAL CUT

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____
COST PER CUT \$ _____

MCCLURE AVENUE PROPERTY – ADDITIONAL CUT

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

LABOR FOR ADDITIONAL PLANTINGS

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

LABOR TO SPREAD TOPSOIL, CLAY, and MULCH, etc.

PRICE PER OCCURANCE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2022 SEASON \$ _____
TOTAL PRICE FOR THE 2023 SEASON \$ _____
TOTAL PRICE FOR THE 2024 SEASON \$ _____
TOTAL PRICE FOR THE 2025 SEASON \$ _____
TOTAL PRICE FOR THE 2026 SEASON \$ _____

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Landscape Maintenance Contract
(16 Months, with 3 Successive 12-Month Renewals)
STATEMENT OF NONDISCRIMINATION

I, _____, as a part of my bid on a contract for
(Contractor Name)

Landscape Maintenance at Warren Township High School District No. 121 certify:

- A. The undersigned hereby certifies that the Bidder is in compliance with all applicable federal, State, and local laws and regulations relating to equal employment opportunity and nondiscrimination.
- B. The Bidder shall not engage in discrimination against any person on the basis of the person's actual or perceived: race, color, religion, national origin, ancestry, age, sex, marital status, order of protection status, disability, military status, sexual orientation, pregnancy, unfavorable discharge from military service, citizenship status, work authorization status, or any other characteristic protected by law.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this ____ day of _____, 2022

Signature of Notary Public

Warren Township High School District 121

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Gurnee, Illinois 60031

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Landscape Maintenance Contract

(16 Months, with 3 Successive 12-Month Renewals)

CERTIFICATIONS BY BIDDER

1. BID-RIGGING AND BID-ROTATION

Pursuant to Section 33E-11 of the Illinois *Criminal Code* (720 ILCS 5/33E-11), the Bidder hereby certifies that the Bidder is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 (Bid Rigging) or 33E-4 (Bid Rotating) of the *Criminal Code*.

2. NON-COLLUSION AFFIDAVIT

The undersigned states that neither the Bidder nor any member, representative, or agent of the Bidder (including the undersigned), entered into any combination, collusion, or agreement with any person relative to the price to be bid, or to prevent any person from bidding or 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.

3. CRIMINAL BACKGROUND INVESTIGATION

Bidder is in compliance with *School Code* Section 10-21.9 (105 ILCS 5/10-21.9) relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database, for all employees who will have direct, daily contact with students.

4. ILLINOIS DRUG FREE WORKPLACE ACT

Any Bidder having 25 or more employees 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 work 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 the Contract by reason of debarment for a violation of the Illinois *Drug-Free Workplace Act*.

5. NO SMOKING CLAUSE

Bidder agrees that Bidder, its employees, and sub-contractors will abide by the no smoking requirement applicable on all District property.

6. SCHOOL CODE SECTION 10-20.21

Pursuant to Section 10-20.21 of the Illinois *School Code* (105 ILCS 5/10-20.21), the Bidder hereby certifies that the Bidder is not barred from bidding for or entering into a contract under Section 10-20.21, and the Bidder acknowledges that the District may declare the contract void if this certification is false.

[Signature page follows.]

By signing this document, I affirm that the Bidder and I are in compliance and will remain in compliance with all of the Certifications listed herein.

Name of Bidder

Address of Bidder

Telephone Number

Signature of Bidder's Authorized Representative

Print Name

Title

Signature must be notarized.

Subscribed and sworn to before me this
_____ day of _____, 2022.

NOTARY PUBLIC

SEAL

Warren Township High School District 121
34090 N. Almond Road
Gurnee, Illinois 60031
Phone: (847) 548-7055 Fax: (847) 548-0564

Landscape Maintenance Contract
(16 Months, with 3 Successive 12-Month Renewals)
SEXUAL HARASSMENT POLICY CERTIFICATE

_____ Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2 – 105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (1) the illegality of sexual harassment; (ii) the definition of sexual harassment under State Law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 2022

Signature of Notary Public



