

**ROCKFORD CHARTER SCHOOL ORGANIZATION
JACKSON CHARTER SCHOOL
315 SUMMIT STREET
ROCKFORD, IL 61107**

Sealed bids will be accepted in the above office until

December 21, 2018 at 2:00 P.M. (CST)

For

BID # _____
(assigned by Exec. Director)

Snow Plowing Services FY2018-2019

**CONTACT PERSON – MICHAEL J. WILLIAMS
EXECUTIVE DIRECTOR
315 SUMMIT STREET
ROCKFORD, IL 61107
(815) 316-0093 extension 201**

COMPANY

DATE

CONTACT PERSON

ADDRESS

E-MAIL ADDRESS

CITY, STATE AND ZIP

TELEPHONE NO.

FAX NO.

FEIN, or Social Security NUMBER

SCOPE OF WORK

Snow Plowing Services FY2018-2019 Bid per specifications contained herein.

SCHEDULE OF EVENTS

- December 7, 2018 - Bid Available
- December 14,2018 - Vendors Questions Submitted via fax to (815) 316-0170 by 4:00 P.M. (CST)
- December 17, 2018 - Vendors Questions Answered via fax and Posted on Website by 4:00 P.M. (CST)
- December 21, 2018 - Bid Due in Jackson Charter School at 2:00 P.M. (CST)

PAYMENT

Payment will be processed after receipt of delivery invoice and appropriate affidavit.

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates is EEO practices. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the Rockford Charter School Organization must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the Rockford Charter School Organization must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Executive Director Michael Williams (815-316-0170) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to Executive Director Michael Williams. In addition, all addenda are posted on the Rockford Charter School Organization’s website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an

interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only Executive Director Michael Williams has the authority to issue an addendum.

Addenda are written instruments issued by Rockford Charter School Organization prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

Rockford Charter School Organization is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

INSURANCE

(1) GENERAL

The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to Rockford Charter School Organization, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

(a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$500,000 per occurrence and \$1,000,000 in the aggregate;

(b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$300,000 per occurrence, combined single limit for: Bodily Injury Liability and Property Damage Liability;

(c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.

(2) EVIDENCE OF INSURANCE

The successful bidder agrees that with respect to the above required insurance that:

- (a) Rockford Charter School Organization shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) Rockford Charter School Organization shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an

additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming Rockford Charter School Organization as an additional insured. A copy of the endorsement shall be provided to Rockford Charter School Organization along with the Certificate of Insurance; and,

- (e) have the Rockford Charter School Organization named as an additional insured and the address for certificate holder must read exactly as:

Rockford Charter School Organization,
an Illinois Not-for-Profit Corporation and Charter School
315 Summit Street
Rockford, IL 61107

- (f) Insurance Notices and Certificates of Insurance shall be provided to:

Rockford Charter School Organization,
an Illinois Not-for-Profit Corporation and Charter School
315 Summit Street
Rockford, IL 61107

HOLD HARMLESS CLAUSE

The successful bidder will agree to indemnify, save harmless and defend Rockford Charter School Organization, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract upon award. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Rockford Charter School Organization, its agents, servants, or employees or any other person indemnified hereunder.

BID RESPONSE

It is highly recommended that the vendor completely read the bid prior to filling out to become acquainted with terms and conditions of the bid document and merchandise requirements. No relief will be allowed from the bid conditions unless you take written exception to that condition on your bid. **BIDS MUST BE SUBMITTED IN DUPLICATE FORM, (One Original, and One Copy). BIDS ARE DUE BACK BY 2:00 P.M. (CST) ON December 21, 2018.**

SUBMITTAL

Submit one (1) bid, multiple bids will not be accepted.

GENERAL CONDITIONS

This bid shall be firm for at least 120 days after the latest time specified for submission for bids and thereafter until written notice is received from the bidder.

AWARD OF ORDER

Rockford Charter School Organization will award a purchase order to the lowest responsive, responsible bidder meeting Rockford Charter School Organization's requirements as listed in this document. Rockford Charter School Organization will be the sole judge of acceptability of any products offered. Contract will be awarded at the Regular Rockford Charter School Organization Board Meeting on January 24, 2019.

WORKMANSHIP

Services shall be provided according to the highest traditions of the industry and shall meet all commercial standards of quality. Rockford Charter School Organization shall be the sole judge of acceptable services. Unacceptable services will be rejected and suitable price adjustments made.

MISCELLANEOUS

It is the bidder's task to be familiar with the referenced services and/or items and to offer only services/products of equal or greater quality. Any questions on specifications should be directed to Michael J. Williams.

EXCEPTIONS

The bid speaks for itself. Bidders taking exception to any terms, conditions or specifications of this bid must clearly state in writing such exception(s) either on or with their bid. Rockford Charter School Organization will be the sole judge of the acceptability of any exception noted, and is not bound to consider any bid submitted with exceptions.

ALTERNATES

Trade names are used solely for the purpose of setting minimum standards of quality and performance and are not to be construed as exclusionary. Bidders are encouraged to contact Michael J. Williams prior to the bid opening for the purpose of clarifying specifications.

FULL PRICING AND CONTINGENCIES

Rockford Charter School Organization shall hold the successful bidder to bid pricing. Additional charges for contingencies discovered by the vendor at any time after the date of opening of this bid will not be considered for payment by Rockford Charter School Organization.

RECOURSE FOR UNSATISFACTORY MATERIALS

Payment shall be contingent upon Rockford Charter School Organization's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to Rockford Charter School Organization's satisfaction by the successful bidder at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. Rockford Charter School Organization will give written notice of unsatisfactory performance and the contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, Rockford Charter School Organization deems the contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit Rockford Charter School Organization's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of Rockford Charter School Organization in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to Rockford Charter School Organization thirty (30) days after written notification of termination from Rockford Charter School Organization.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, Rockford Charter School shall have 120 days after each election of board members to terminate this Agreement, without cause and without penalty.

CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

REJECTION OF BIDS. WAIVER OF IRREGULARITIES

Rockford Charter School Organization 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 Rockford Charter School Organization. Any such decision shall be considered final.

PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Executive Director. To be considered, the protest must be received by Rockford Charter School Organization five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

BIDDER'S ATTACHMENT TO THE BID

Any attachment to this bid, as required by the bid conditions, or made at the bidder's option, must reference on their face the bid title, opening date, and time.

DELIVERY

Delivery will be considered in making the award and the bidders shall state, in the spaces provided, expected delivery after receipt of Purchase Order. Failure to meet said delivery promises without prior consent of the Executive Director will be considered a breach of faith.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

Rockford Charter School Organization does NOT accept any fuel surcharges.

SPECIFICATIONS

1. Snow plowing shall commence when snow cover reaches or exceeds two (2) inches in height, per occurrence. Please see attached pricing sheet for additional quoting information.
2. Damage by the CONTRACTOR'S snow plowing equipment to Rockford Charter School Organization's parking lot, islands and other property will be repaired by Rockford Charter School Organization and either deducted from the payment owed to the CONTRACTOR, or will be billed to the CONTRACTOR.
3. The CONTRACTOR agrees to have sufficient equipment available to handle snow removal, and further agrees that said equipment shall be properly maintained and be in good working order.
4. Bids shall be based upon a flat rate per snowfall greater than 2". Snow plowing shall be completed by 6:00 a.m. In the event that snowfall continues past 6:00 a.m., the CONTRACTOR shall continue the snow removal process until complete.

CONTRACTOR TO ADHERE TO THE FOLLOWING:

1. When the snow removal Contractor is on site he is to call the Operations Manager or Executive Director, leaving a message telling him the time of day, the level of anticipated billing (example 2-4 inches, 4-6 inches, 6-8 inches, 8 and over).
2. Drainage areas must be kept free from snow stockpiles.
3. Sidewalk approaches must not be blocked by snow stockpiles.
4. Snow stock must be pushed off the parking lot as accumulated as to minimize the loss of parking spaces.
5. Stop signs and line-of-sight areas must be kept clear at intersections.

LOCATIONS AND CHARGES

Upper and Lower Parking Lots

Pedestrian Walkways

Outdoor Stairways and Ramps on School Grounds

Public Sidewalks Around School Property

School Bus Pick-Up and Drop-off Walkway on Benton Street.

Any questions regarding locations please call Executive Director Michael J. Williams at 815-316-0093 extension 201.

THIS PAGE IS MANDATORY

REFERENCES

List three (3) references that you have done similar work, service or supplied similar products to within the last twelve (12) months (Only correct contact names and phone numbers will be acceptable).

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person:

THIS PAGE IS MANDATORY

**RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY
YOUR BID MUST BE AN ORIGINAL SIGNATURE**

CERTIFICATIONS

Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. Yes No

Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Yes No

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> *Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> **Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-for-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care
Services Provider Corporation | |

*State full names, titles and addresses of all responsible principles and/or partners below;

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

If needed please submit any additional sheets.

THIS PAGE IS MANDATORY

PROPOSER'S CERTIFICATION

I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid.

I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow Rockford Charter School Organization adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of Rockford Charter School Organization or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation _____

(Individual - Partnership - Company - Corporation)

(Business Address)

(City, State and Zip Code)

(By Printed Name and Signature) (Title)

(Witness Signature) (Title)

(Telephone No) (Fax No.)

(Date)

End of Document