

INVITATION FOR BID



**Pest Control Bid
Bid #2021-4**

Bid Due: Tuesday March 2, 2021 at 9:30 a.m.

East Aurora School District 131
School Service Center (SSC)
417 Fifth Street
Aurora, IL 60505

EAST AURORA SCHOOL DISTRICT 131

PUBLIC BID NOTICE #2021-4

PEST CONTROL SERVICES

Notice is Hereby Given that the Board of Education for Aurora East School District #131 will receive bids for Pest Control. Sealed bids will be accepted up to but not later than **9:30 a.m. CST, Tuesday, March 2, 2021**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 at 9:30 a.m. CST, on Tuesday, March 2, 2021. **Bidders must call in to 425.436.6364 access code #4854690 to attend the bid opening due to COVID-19 restrictions.** All sealed bids are to be mailed/delivered to the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 to the attention of Dr. Ann Williams, Chief Financial Officer. It is strongly recommended that bids are mailed U.S.P.S. (not Fed-Ex or UPS) as our office hours are adjusted due to COVID-19.

Prospective bidders may obtain bid documents from the district website at <https://www.d131.org/business-office/bidding/> . For information regarding this request, please contact the district via email at bids@d131.org .

All bids are to be enclosed in a sealed envelope clearly marked "Bid #2021-4 – Pest Control," and should be delivered to:

Attention:
Dr. Ann Williams, SFO
Chief Financial Officer
East Aurora School District 131
School Service Center (SSC)-Business Office
417 Fifth Street
Aurora, IL 60505

All bids must conform to and be responsive to the bid specifications and be on the bid forms provided by the School District. The District is not responsible for errors or misinterpretations resulting from the use of incomplete bidding documents. Questions regarding the bid documents are to be submitted to the district bids@d131.org no later than February 23, 2021 at 9:30 a.m. CST

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all bids, to waive irregularities, and to make all decisions in the best interest of the School District.

INVITATION TO BID

The Board of Education for the Aurora East School District No.131 will receive bid proposals for Pest Control services as described herein and subject to the conditions hereinafter stipulated until 9:30 a.m. March 2, 2021, at which time they will be publicly opened and read aloud. Bidders must call in to 425.436.6364 access code #4854690 to attend the bid opening due to COVID-19 restrictions. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been received by The School District before the deadline. Bids received after the time specified in this Invitation to Bid will not be considered.

Bid specifications may be secured online at www.d131.org/bidding.

All bids are to be enclosed in a sealed envelope clearly marked "Pest Control Bid #2021-4," and should be delivered to:

Attention:

Dr. Ann Williams, SFO
Chief Financial Officer
East Aurora School District 131
School Service Center (SSC)-Business Office
417 Fifth Street
Aurora, IL 60505

For information regarding this bid specification or bid opening, please contact Dr. Ann Williams at bids@d131.org.

The Board of Education reserves the right to reject any or all bids in whole or in part or to accept that bid which is in the best interest of the East Aurora School District #131. Award of Contract shall be based on the fees charged, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all formalities.

SECTION A - BACKGROUND

A. EAST AURORA SCHOOL DISTRICT 131

East Aurora School District 131 is located in Kane County, approx. 40 miles west of Chicago and serves the portions of the City of Aurora and the Village of Montgomery. The District was organized in 1847 and serves grades K-12. The District operates 2 pre-schools (child development centers), 1 STEAM (grades K-2), 12 elementary schools, 1 Magnet (grades 3-8), 3 middle schools and 2 high schools (one extension high school), and 2 affiliated schools.

District 131 has a Five-year Strategic Plan which states the following:

Our Mission: *To educate and empower all students to reach their full potential.*

Our Vision: *Our graduates will be confident and productive global citizens committed to improving their community.*

Strategic Goal #1, Equity: *East Aurora School District 131 will meet the diverse needs of all students by ensuring a safe and inclusive learning environment.*

Strategic Goal #2, Operational Excellence: *East Aurora School District 131 will align and utilize systems and resources that promote operational excellence, efficiency, and fiscal accountability.*

Strategic Goal #3, Collaborative Leadership: *East Aurora School District 131 will engage in the continuous cycle of improvement through collaborative, student-focused, and data-driven leadership teams who will monitor and communicate at all levels.*

Strategic Goal #4, Student Achievement: *East Aurora School District 131 will ensure the academic success of all students by closing the opportunity gap.*

B. PROCUREMENT SCHEDULE

The schedule for procurement is as follows:

February 9, 2021	Public Notice
February 23, 2021	Deadline for Questions
March 2, 2021	Public Bid Opening (bidders must call in to 425.436.6364 access code #4854690 to attend the bid opening due to COVID-19 restrictions)
March 15, 2021	Recommendation to Award Bid

SECTION B - INSTRUCTIONS TO BIDDERS

1. GENERAL INSTRUCTIONS:

- A. Bid shall be submitted in a sealed envelope properly marked "SEALED BID-PEST CONTROL," with the date, and time of the bid opening and delivered to Dr. Ann Williams, Chief Financial Officer on or before the time scheduled for the bid opening. No telephonic bid, facsimile or electronic bid will be accepted.
- B. Each Contractor shall submit bid on the bid forms provided (or an exact facsimile thereof). Failure to do so shall be cause for rejection. Two copies of the bid should be completed and returned. All bids shall be submitted with each space properly completed. Bidders will be held strictly to the bids as submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a bidder will be construed as an indication that he is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.
- C. Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
- D. Correspondence shall be addressed to Dr. Ann Williams, Chief Financial Officer. **All questions must be submitted in writing via email to bids@d131.org before 4:00 p.m. on, Tuesday, February 23, 2021, so necessary addenda can be delivered.** All bidders must supply an email address for the delivery of any Addenda. Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should he be in doubt as to their meaning, he shall at once bring the questions to the attention of the School District for answer and interpretation. The School District will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, the District will make an addendum to all bidders of record in which the interpretation will be made. The School District will make no interpretations orally and only instructions in writing will be deemed valid. The School District will not be responsible for any oral instructions.
- E. Aurora East School District 131 will be referred to as "The School District", "School District 131" or the "Purchaser" throughout the remainder of this document. Any person or entity submitting a bid, and the successful bidder, will be referred to as "Bidder," "Contractor," or "Vendor".
- F. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by The School District before the specified deadline. The Bidder assumes the risk of any delay in the handling or delivery of mail. Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids. Bids received after the specified bid opening time shall not be accepted.

G. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board of Education, but in no case shall such consent relieve the Contractor from its obligations or change the terms of the contract.

2. BID BOND:

A Bid Bond in the form of a cashier's check, certified check or bid bond payable to the owner equal to 10% of the total base bid (expected annual cost of the first year of the contract) is to accompany each bid proposal. Bid Deposits will be returned to unsuccessful bidders within five business days after the awarding of the contract.

3. INSURANCE:

A Certificate of Insurance shall be maintained by the Contractor during the execution of the Contract and until such time as it is complete. The School District shall be issued a copy of this certificate in its name and shall also be named as "Additionally Insured" on said Certificate as shown on sample in this specification. A copy of the actual endorsement showing The School District as additional primary insured is to be supplied to the owner within sixty (60) days of contract award. The total amount of insurance required is \$1,000,000 in all areas with the exception of Workers' Compensation which is to be at \$500,000 and Excess Liability Umbrella Form as shown on Certificate of Insurance which is to be in the amount of \$10,000,000. The additional insured provisions for The School District shall insure members of the Board of Education, its officers, employees and agents in all of their official capacities. Such insurance shall be deemed primary to any other collectable insurance. Any policy of insurance must contain a provision for providing a 30 day cancellation notice to The School District.

4. PERFORMANCE AND LABOR PAYMENT BONDS:

At the option of the Distract, upon notice the Contractor shall furnish a Performance Bond and Labor Payment Bond in the full amount of the contract. Bonds shall be placed with a surety company or companies having a policyholder's rating not lower than "A" and a financial not lower than "X" and it must be acceptable to The School District. Costs of the bonds shall be included in Contractor's proposal. The Performance Bond shall guarantee the Performance and Labor of the Project in accordance with bid specifications and contract.

5. PERMITS:

All permits, approvals, and fees required by the State of Illinois and/or local governmental agencies are the responsibility of the Contractor and must be obtained without additional cost to the Owner before work is begun.

6. ERRORS AND OMISSIONS:

All proposals shall be submitted with each space properly completed. Special attention of Contractors is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and Contractors will be held strictly to the proposals as submitted. **In case of a discrepancy between the unit cost and extended total, the unit cost shall prevail.** Bids shall be without interlineation or erasures. No

telephonic, facsimile or electronic bids or revisions to bids will be considered. Should a Contractor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, he shall advise the Chief Financial Officer who will issue the necessary clarifications to all prospective Contractors by means of addenda. Failure on the part of the prospective Contractor to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. No such requests received after February 23, 2021 will be considered. Contractors shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding.

7. WITHDRAWAL OF BIDS:

Bids may be withdrawn by letter, telegram, facsimile, or in person prior to the time and date established for the opening of bids.

8. RESERVATION OF RIGHTS BY THE SCHOOL DISTRICT:

The East Aurora School District 131 Board of Education reserves the right to reject any or all bids, to waive informalities, and to accept the bid which it considers to be in the best interests of The School District. **Any such decision shall be considered final.**

9. REQUIRED DOCUMENTS:

- A. Exhibit B - Bid Forms (pages 27 – 28)
- B. Contractor Bidder's Questionnaire (pages 18 – 21)
- C. Anti-Collusion Affidavit of Compliance (page 22)
- D. Certification Form: Prevailing Wage, Drug-Free Workplace, Sexual Harassment (page 23)
- E. References (page 24)
- F. Written acknowledgement of any Addenda (page 25)
- G. Bid Bond (page 4)

10. EXCEPTIONS:

Upon acceptance and award of the bid, these bid specifications, in their entirety, will serve as the Contract. Any exceptions to these terms and conditions or deviations from the written specifications must be shown in writing and attached to the bid form.

11. OTHER GENERAL REQUIREMENTS:

- A. 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 The School District nor other officer of The School District is directly or indirectly interested in the bid or in any portion of the profits thereof. The Bidder certifies that the company has all the necessary licenses to operate within Kane County and the City of Aurora. The Bidder further warrants that all standards of sanitation will be in accordance with State, County and Municipal regulations. All landfill sites must be EPA approved

- B. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, The School District may cancel the contract without liability except for services completed.
- C. The successful bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.

Additionally, the successful bidder shall comply with all of the laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including the Illinois Human Rights Act. The successful bidder shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article will be incorporated by the successful bidder in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or who may perform any such labor services in connection with this contract.

Further, the successful bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-105A(4) of the [Illinois Human Rights Act, 775 ILCS 5/2-105A(4)], and in the case of a Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Also, the successful bidder must complete the Contractor Information Form (included in bid specifications).

- D. The successful bidder shall, as contemplated by Section 10-20.40 of the Illinois School Code, certify to District 131:
 - a) whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 et.seq.]; and
 - b) whether the bidder is a locally owned business.
- E. For purposes of compliance with this section a "locally owned business" means a business concern where the management or daily business operations are located within a 10 mile radius of the Administrative Offices of District 131. The School District's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the bid shall not in any way affect, limit, or waive The School District's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

SECTION C - SPECIAL TERMS AND CONDITIONS

1. PURPOSE:

The purpose of this bid is to enter into a contract with an authorized vendor to provide pest control services for The School District. The authorized vendor will work with the School District's Buildings and Grounds Department to establish services as directed. The School District is seeking a contractor that can develop a comprehensive approach to assist The School District in managing pest control in an environmentally safe manner.

2. INVESTIGATION OF CONTRACTORS:

The Board of Education will make such investigation as is necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to produce such financial documentation as well as show types of services or supplies similar to that included in the bid. Interested contractors must demonstrate a proven track record in implementing similar programs with other "like organizations" and must have been in business for at least five (5) years. The Contractor must submit at time of bidding, a list of three (3) references for each type of service required. Each reference must include the name of the business (preferably a school district), contact person, address and telephone number.

3. CONTRACT AWARD/EVALUATION BASIS:

The Contract will be awarded by The Board of Education to the lowest responsive and responsible Contractor complying with the conditions of the Contract. Determinations will be based on that which in The School District's opinion is in the best interests of The School District. In making determinations, consideration shall be given to the overall costs to The School District for pest control services. **Such decision shall be final.** Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from vendor representative, past performance, educational programs and materials, variety of programs and services offered, comprehensive reporting, and adherence in providing information as requested in this Invitation for Bid. The School District reserves the right to award the bid for any Schedule, Alternate, or combination of Schedules and Alternates as it deems appropriate.

The Board of Education reserves the right to reject the bid of any Contractor which has previously failed to perform properly, complete on time a contract of similar nature, doesn't have the facilities or equipment available for recyclable service as specified, and which in the Board of Education's opinion is not in a position to perform the contract.

4. TERM OF CONTRACT:

It is the intent of the Board of Education to award a contract beginning April 1, 2021 continuing through March 30, 2024 with the option to extend (2) two additional years. If all conditions are met during this period of time, this contract can be extended, if funding is available for up to two additional years by the Board of Education and

the Contractor by an amendment referencing agreed upon terms.

5. COST AND PRICING:

- A. Prices shall be firm for the term of the contract with any price increases explained on the attached bid form. All prices, terms, and conditions must be firm for a period of sixty (60) days from the bid opening date. Prices as stated must be complete for the services offered and shall include all associated costs, **including delivery**.

Price increases for Year 2 and beyond cannot exceed The Consumer Price Index for Urban Consumers – ALL annual rate for December of the previous calendar year.

Exhibit A contains a list of the schools/sites currently requiring services. The list shows the schools/sites. All pricing for additional programs and services should be included as a separate schedule of pricing.

- B. Applicable Taxes:

Bidders shall not include taxes in their quotations from which school districts are exempt; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all Subcontractors to hold the Board of Education entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. PAYMENTS AND BILLING:

- A. Payment will be made only after correct presentation of invoices as may be required and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1]. A 2% discount shall apply to payments made within 15 days of the receipt of invoice. Payments of any invoice shall not preclude The School District from making claim for adjustment for any service or item found not to have been in accordance with the contract specifications.
- B. All billing notices must be sent to The School District's Accounts Payable Department. All invoices shall identify the specific item(s) being billed. **PAYMENT WILL NOT BE MADE WITHOUT AN ITEMIZED INVOICE.**
- C. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W-9 Form on file with The School District.

7. CONTRACT CHANGES/AMENDMENTS:

- A. This Contract is issued under the authority of the Board of Education who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Board of Education. Changes to the Contract,

including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.

- B. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Board of Education. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Board of Education. The Board of Education shall not unreasonably withhold approval.
- D. The School District reserves the right at any time to make changes in any one or more of the following:
 - Cancel service at a school site if the site closes or relocates
 - Request additional service as new schools and centers are opened. The rates for new schools and centers should reflect the current fiscal year pricing.
- E. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price, delivery schedule, or both. Any claim for adjustment shall be deemed waived unless evidence in writing and approved by the Board of Education prior to the institution of the change.

SECTION D - UNIFORM GENERAL TERMS AND CONDITIONS

1. CONTRACT INTERPRETATION:

- A. Implied Contract Terms: Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- B. Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- C. Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- D. No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- E. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the

performance and fails to object to it.

2. CONTRACT ADMINISTRATION AND OPERATION:

- A. Non-Discrimination: The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- B. Property of The School District: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of The School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of The School District.

3. RISK AND LIABILITY:

- A. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. Hold Harmless and Indemnification – Property and Injuries: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless The School District and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Pest Control Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Contractor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Contractor's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.
- C. Third Party Antitrust Violations: The Contractor assigns to the Board of Education any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

4. CONTRACT TERMINATION:

- A. Cancellation for Conflict of Interest: The Board of Education may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Board of Education is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this

Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

- B. Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the Board of Education determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of The School District for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Board of Education, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment: The Board of Education may, by written notice to the Contractor, immediately terminate this Contract if the Board of Education determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience: The Board of Education reserves the right to terminate the Contract for convenience upon 90 days prior written notice, in whole or in part at any time, when in the best interests of The School District without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Board of Education. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to The School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
- E. Termination for Default:
 - i. In addition to the rights reserved in the Uniform Terms and Conditions, the Board of Education reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Board of Education shall provide written notice of the termination and the reasons for it to the Contractor.
 - ii. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Board of Education.
 - iii. The Board of Education may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the Board of Education for any excess costs incurred by the Board of Education procuring the

materials or services.

- F. Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- G. Registered Sex Offender Restriction: The successful bidder agrees that no employee of the Vendor or a subcontractor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on The School District premises or equipment at any time when students are, or are reasonably expected to be, present. The Vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at The School District's discretion.

5. BIDDER'S CERTIFICATIONS:

- A. The Bidder certifies that it is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under 720 ILCS 5/33E-1 *et seq.* Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the Bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 [720 ILCS 5/33E-3, 5/33E-4]. The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.
- B. During the performance of this contract, the Contractor agrees to the following:
 - i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting for the provisions of the nondiscrimination clause.
 - ii. The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, [775 ILCS 5/1-101 *et seq.*], as amended from time to time, and that the Contractor and its

subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

- iii. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.
- iv. The Contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions and shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.
- v. Pursuant to Section 2-105 (A) (4) of the Illinois Human Rights Act, the Contractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:
 - a) The illegality of sexual harassment;
 - b) The definition of sexual harassment under state law;
 - c) A description of sexual harassment, utilizing examples;
 - d) The Contractor/Subcontractor's internal complaint process, including penalties;
 - e) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
 - f) Directions on how to contact the Department and the Commission; and
 - g) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to The School District on request.

- vi. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the Bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act [775 ILCS 5/2-105]. The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.
- vii. Each bid from a Contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Bidder shall provide a drug-free workplace for employees

engaged in the performance of work under the contract and that the Bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 *et seq.*). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the Bidder has made false certification or that the Bidder has violated the certification to carry out the requirements of the Illinois Drug-Free Workplace Act.

- a) The Contractor shall comply with all provisions of the Prevailing Wage Act if applicable to this contract.
- b) The Contractor shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and shall certify that all units furnished under this bid will conform to and comply with said standards and regulations.
- c) By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The Board of Education may request verification of compliance from any contractor or subcontractor performing work under this contract. The Board of Education reserves the right to confirm compliance in accordance with applicable laws.

Should The School District suspect or find that the contractor or any of its subcontractors are not in compliance, the Board of Education may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

6. FINGERPRINT CHECKS:

For any individual required to provide services on The School District property at least five (5) times during a month, or who is or will be in contact with students, the contractor shall, at contractor's cost, submit a full set of fingerprints to The School District in accordance with the provisions of Section 10-21.9 of the Illinois School Code. The cost of any required criminal history fingerprint checks shall be paid by the Contractor.

SECTION E - SCOPE OF WORK/SPECIFICATIONS

A. GENERAL REQUIREMENTS:

- 1) The Contractor shall fully cooperate with Board of Education to ensure proper and timely pest control services.
- 2) The Contractor shall assign a company representative to oversee The School District's pest control services.
- 3) The Contractor shall furnish qualified personnel, products, equipment, supplies and services to perform the services as specified at The School District's sites listed herein. As new schools/sites are built, additional sites will be added to the contract. It is worth noting that East Aurora School District 131 is in the process of relocating roughly 100 employees from three different sites to one central location that is currently under construction. Pest Control Service needs may be reduced accordingly at the following three locations: the ASC, the CSC and the SSC. The new administrative office will be located on the old Rush-Copley Hospital site located at 310 Seminary in Aurora. The site is at the intersection of Seminary and Lincoln in Aurora. It is anticipated that the new site will be added as a new service site on or around June 2021.

B. SPECIFIC REQUIREMENTS:

- 1) Control of roaches, common ants, mice, and rats. Service shall be one (1) time monthly at all locations except East High School, Cowherd Middle School, Simmons Middle School, and Waldo Middle School, which shall be two (2) times per month. A list of buildings and the square footage of each is shown on Schedule A attached hereto and incorporated herein by reference. Any bidder desiring a walk-through of a location should contact Jesse Vargas at (630) 299-8149.
- 2) All materials used must conform to Federal, State, and Local laws and regulations and used in accordance with the labels and specifications. The School District shall be provided information regarding all chemicals used in treating any location. Vendor shall assist the School District with the development of an Integrated Pest Management Program.
- 3) Pest Control Services shall be provided outside of regular school hours unless requested during school hours by district administration. The school calendar for the 2020-2021 school year may be found at https://www.d131.org/wp-content/uploads/2020/08/2020-21SchoolCalendar_ENG-Remote_Amended3.pdf
- 4) The Contractor shall protect The School District's property from damage or loss. The Contractor shall make good any damage, injury or losses caused by its operations, or those of its employees. If repair or replacement is completed by the Board of Education, the cost of such work shall be deducted from the Contractor's invoice.
- 5) The Contractor's field employees shall be required to wear a uniform bearing the Contractor's name. Such employees shall additionally bear some means of individual

identification such as a nametag or identification card. No employee of the Contractor shall endanger any child, employee, person, property, etc. Upon notification by the Board of Education, the Contractor shall immediately remove from the job any of its employees whose continued employment under this contract is inconsistent with the interest of the Board of Education.

**CONTRACTOR BIDDER'S
QUESTIONNAIRE
For
Pest Control Services
East Aurora School District 131**

TO THE BIDDER:

In making its award the Board of Education will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire will be basis for rejection of the bid. The Board of Education will use, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder and his organization to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm _____
2. Address _____
3. Telephone Number _____
4. Type of Organization _____
 - a. Corporation Yes _____ No _____

If yes, list officers and positions, and State in which incorporated:

If Bidder Corporation is a subsidiary, give name, address and state of incorporation of Parent Corporation:

- b. Partnership Yes _____ No _____

If yes, List partner's names and residence addresses:

General Partners:

Limited Partners:

c. Firm Name:

d. Individual Proprietorship Yes _____ No __

B. NATURE OF OPERATIONS

1. How long have you been engaged in the pest control business under your present business name? _____

2. How many years of experience does your firm have in pest control work similar to that called for under this bid? _____

3. Have you now contracted, or have you ever contracted, to provide pest control for any school district or municipality in the State of Illinois?
Yes _____ No _____
 - a. If "yes," provide the following information on pest control you have had with school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):
 - i. Year contract awarded
 - ii. Type of Work
 - iii. Contract completion time called for/actual completion time

- iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notice claims filed
- b. Provide the following information on waste disposal contracts of a similar nature as called for in this bid that you have had with parties other than school districts or municipalities during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*):
- i. Year contract awarded
 - ii. Type of Work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notice claims filed
- c. List all pest control contracts which you have failed to satisfactorily complete and the reasons for this.

C. FINANCIAL AND CREDIT DATA

1. If your bid is considered for award, and if requested by the Board of Education, will you supply the following data? Yes _____ No _____
- a. Names and addresses of any banks where you regularly do business.
 - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
 - c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.
 - d. Where have you engaged in the pest control business, or any other type of business in the last five years?

Location

Name of Business

What Years in Business

- e. If any of the business endeavors referred to in "d" above are no longer operating, or you are no longer associated with them, please give brief details:
- 2. As in "C. 1." above, would you submit, on request, a Balance Sheet for the past three (3) years? Yes___No_
- 3. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the *bidder* (provide name of surety company, person to contact and phone number):

I certify that the foregoing is true and correct. Executed at _____
Illinois, on _____ day of _____, 2021.

Signature of Bidder

Anti-Collusion Affidavit of Compliance

_____, as part of its bid on a contract
(Name of contractor)

for Pest Control Services to Aurora East School District #131, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]

By: _____
(Authorized Agent of Contractor)

Subscribed and
sworn to before me
this _____ day
of _____

Notary Public

Certification Form

Acknowledgment and Attestment to Prevailing Wage of Wages: The undersigned attests that he will pay the prevailing rate of wages as indicated in the Instructions to Bidders.

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

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

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

The undersigned hereby certifies that having submitted in bid proposal to the East Aurora School District 131 that same bidder has a written sexual harassment policy in place and is in compliance with the Illinois Human Rights Act [775 ILCS 5/2-105]

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

The undersigned which has 25 or more employees does hereby certify pursuant to Section 3 of the Illinois Drug- Free Workplace Act (30 ILCS 580/3) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print): _____

Submitted By (Signature): _____ Date: _____

References

References: Please list three--attach list if necessary—include company name, address, phone number, and contact name

1)

2)

3)

Receipt of Addenda:

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

East Aurora School District 131 Bid #2021-4
Exhibit A
Facility Addresses

Administrative Service Center (10,200 SF)	231 E. Indian Trail, Aurora, IL 60505
Allen Elementary School (77,740 SF)	700 S. Farnsworth Ave., Aurora, IL 60505
Bardwell Elementary School (92,320 SF)	550 S. Lincoln Ave., Aurora, IL 60505
Beaupre Elementary School (36,000 SF)	954 E. Benton St., Aurora, IL 60505
Benavides Kindergarten Center (36,000 SF)	250 E. Indian Trail, Aurora, IL 60505
Brady Elementary School (52,420)	600 Columbia St., Aurora, IL 60505
Buildings & Grounds Service Center (18,000)	411 Hill Ave., Aurora, IL 60505
Child Service Center (23,100 SF)	1480 Reckinger Rd., Aurora, IL 60505
Cowherd Middle School (130,590 SF)	441 N. Farnsworth Ave., Aurora, IL 60505
Domier Building (800 SF)	810 Church St. Aurora, IL 60505
Dieterich Elementary School (60,600 SF)	1141 Jackson St., Aurora, IL 60505
Early Childhood Center (46,200 SF)	278 Indian Trail, Aurora, IL 60505
East Aurora Extension (23,600 SF)	1685 N. Farnsworth Ave., Aurora, IL 60505
East Aurora High School (532,000 SF)	500 Tomcat Ln., Aurora, IL 60505
Fred Rogers Magnet Academy (3,100 SF)	157 N. Root St., Aurora, IL 60505
Gates Elementary School (62,100 SF)	800 Seventh Ave., Aurora, IL 60505
Hermes Elementary School (69, 660 SF)	1000 Jungels Ave., Aurora, IL 60505
Johnson Elementary School (48,450 SF)	1934 Liberty St., Aurora, IL 60505
Krug Elementary School (38,900 SF)	240 Melrose Ave., Aurora, IL 60505
O'Donnell Elementary School (52,590 SF)	1640 Reckinger Rd., Aurora, IL 60505
Oak Park Elementary School (64,800 SF)	1200 Front St., Aurora, IL 60505
Rollins Elementary School (49,650 SF)	950 Kane St., Aurora, IL 60505
School Service Center (13,400 SF)	417 Fifth St., Aurora, IL 60505
Simmons Middle School (120,230 SF)	1130 Sheffer Rd., Aurora, IL 60505
Waldo Middle School (142,660 SF)	56 Jackson St., Aurora, IL 60505

It is worth noting that East Aurora School District 131 is in the process of relocating roughly 100 employees from three different sites to one central location that is currently under construction. The new administrative office will be located on the old Rush-Copley Hospital site located at 310 Seminary in Aurora. The site is at the intersection of Seminary and Lincoln in Aurora. The anticipated opening of this site is Spring 2021.

East Aurora School District 131 Bid #2021-4
Exhibit B
Pest Control Bid Form
Annual Cost By Location

	School	Address	April 1, 2021 – March 30, 2022	April 1, 2022 – March 30, 2023	April 1, 2023 – March 30, 2024
1	Allen	700 S Farnsworth			
2	Bardwell	550 S Lincoln			
3	Beaupre	954 Benton			
4	Brady	600 Columbia St			
5	Admin Service Center (ASC)	231 E Indian Trail			
6	Cowherd	411 N Farnsworth			
7	Dietrich	1141 Jackson			
8	Domier Building	810 Church Rd			
9	East Aurora High	500 Tomcat Ln			
10	Gates	800 7 th Ave			
11	Hermes	1000 Jungles Ave			
12	Johnson	1934 Liberty			
13	Krug	240 Melrose Ave			
14	Oak Park	1200 Front St			
15	O'Donnell	1640 Reckinger			
16	Early Childhood Center (ECC)	278 E. Indian Trail			
17	Rollins	950 Kane St.			
18	School Service Center (SSC)	417 5 th St			
19	Simmons Middle	1130 Scheffer			
20	Waldo Middle	56 Jackson St			
21	Child Service Center (CSC)	1480 Reckinger Rd			
22	Buildings and Grounds	411 Hill Ave			
23	Fred Rogers Academy	157 N Root St			
24	Benavides Kindergarten Center	250 Indian Trail			
	Annual Total				

East Aurora School District 131 Bid #2021
Exhibit B continued
Pest Control Bid Form
Additional Services By Location

	School	Address	April 1, 2021 – March 30, 2022 Cost Per Additional Service Request	April 1, 2021 – March 30, 2022 Exterior Barrier Treatment (one- time)
1	Allen	700 S Farnsworth		
2	Bardwell	550 S Lincoln		
3	Beaupre	954 Benton		
4	Brady	600 Columbia St		
5	Admin Service Center (ASC)	231 E Indian Trail		
6	Cowherd	411 N Farnsworth		
7	Dietrich	1141 Jackson		
8	Domier Building	810 Church Rd		
9	East Aurora High	500 Tomcat Ln		
10	Gates	800 7 th Ave		
11	Hermes	1000 Jungles Ave		
12	Johnson	1934 Liberty		
13	Krug	240 Melrose Ave		
14	Oak Park	1200 Front St		
15	O'Donnell	1640 Reckinger		
16	Early Childhood Center (ECC)	278 E. Indian Trail		
17	Rollins	950 Kane St.		
18	School Service Center (SSC)	417 5 th St		
19	Simmons Middle	1130 Scheffer		
20	Waldo Middle	56 Jackson St		
21	Child Service Center (CSC)	1480 Reckinger Rd		
22	Buildings and Grounds	411 Hill Ave		
23	Fred Rogers Academy	157 N Root St		
24	Benavides Kindergarten Center	250 Indian Trail		
	Annual Total			

*Please reference bid specifications for price increases beyond Year One.