

**INVITATION TO BID
SNOW REMOVAL
CANTON UNION SCHOOL DISTRICT #66**

CUSD #66 is accepting snow removal bids for the 2021-2022 School Year. Bid Packets may be obtained on our webpage at www.cantonusd.org and also at the Canton School District Office located at 20 W. Walnut Canton, IL 61520. All bids must be returned to:

**ASSISTANT SUPERINTENDENT
Jeff Utsinger
CANTON UNION SCHOOL DISTRICT #66
20 W. WALNUT
CANTON, IL 61520**

Sealed bids should be clearly marked SNOW REMOVAL BID and returned by 10 a.m. Monday, Nov 8, 2021. Sealed bids will be publicly opened and announced at that time. Any questions should be directed to 309-647-9411. The Board of Education of the District reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each site to different bidders or all sites to a single bidder, unless otherwise noted on bid form.

Canton Union School District #66
20 W. Walnut
Canton, IL 61520

"An equal opportunity employer"

**CANTON USD #66
20 W. WALNUT
CANTON, IL 61520**

Snow Removal

Request for Bids - One year firm bid

Requirements of Contractor

1. All sites must be cleared of snow and ice by 7:30 a.m. when school is in session. It may be necessary to remove snow at some locations on Saturday. Building administrators will call the Contractor on an as-needed basis for snow and ice removal on Saturdays. However, everything would need to be cleared by 7:30 a.m. Monday morning. On days when school has been closed, removal should take place as soon as possible. Snow should also be removed during holiday periods because many events are scheduled during these periods.
2. **Snow should be removed if it has accumulated in excess of 2 inches (2").**
3. The Contractor will be responsible for snow removal and salting at all of the following sites.

Site 1: Canton High School, 1001 North Main, Canton, IL 61520

Site 2: Ingersoll Middle School, 1605 Ash, Canton, IL 61520

Site 3: Eastview Elementary, 1490 East Myrtle, Canton, IL 61520

Site 4: District Offices/Alice Ingersoll Gym, 20 W. Walnut, Canton, IL 61520

Snow removal and salting at all sites includes:

- Driveways & Bus Lanes
 - Teacher Parking Lots
 - Student Parking Lots
 - Bus Parking Lots
5. District is requesting firm bids for October 30, 2021 - June 1, 2022. Bills are due by the end of the month. Contractor must keep an hourly log and submit with itemized bill.
 6. Bids should be provided as per-plow rates including salting, plus a rate per-salt only. For snowfalls in excess of 8 inches, bidders have the option of submitting an hourly rate to replace the per-plow rate.
 7. District has option to call Contractor at any time if snow removal has not been adequate.
 8. **PROTECTION OF PERSONS AND PROPERTY:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (1) all employees on the Work and other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from change, injury, or loss. All damage or loss to any property caused in whole or in part by the Contractor or anyone directly or indirectly employed by the Contractor, or by anyone for whose acts the Contractor may be liable, shall be remedied by the Contractor.

9. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages to property which may include death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or anyone directly or indirectly employed by the Contractor. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under special conditions.

The Contractor shall also purchase and maintain such insurance as will protect the District and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this Paragraph.

This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater. Certificates of such insurance shall be filed with the District before starting work.

The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the District.

- a. Worker's Compensation Insurance
Coverage A – Illinois Statutory Limits
Coverage B – Employer's Liability \$500,000 Limit
- b. Comprehensive General Liability Insurance with the following limits:
Bodily Injury/Property Damage - \$1,000,000 each occurrence
\$1,000,000 in the aggregate

The policy shall include the following coverage:

1. Premises/Operations
2. Independent Contractors
3. Products/Completed Operations
4. Contractual Liability Blanket
5. Broad Form Property Damage
6. Personal Injury – Offenses A, B, C – exclusion C deleted

c. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with the following minimum limits of liability:
Combined single limit - \$1,000,000 bodily injury and property damage each accident.

The School District, its officers, employees, and agents must be named as additional insureds. Certificates of Insurance acceptable to the School District shall be provided prior to commencement of work, which shall include a 30-day notice of cancellation or reduction in limits

10. LIABILITY AND HOLD HARMLESS:

The Contractor is responsible for the instructing, supervision, and implementation of all safety rules and regulations. To the fullest extent permitted by law, the Contractor shall protect, indemnify, save, defend and hold harmless the School District, including its officers, officials, volunteers, employees and agents, from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including reasonable attorney and paralegal fees, which the School District may become obligated by reason of any accident, bodily injury, death of person or loss of or damage to tangible property, arising indirectly or directly in connection with or under, or as a result of the work described in this request for bids, except to the extent caused in whole or in part by any negligent or wrongful act or omission of the School District and/or its officers, officials, volunteers, employees and/or agents.

11. FAIR EMPLOYMENT PRACTICES:

All bidders must acknowledge that, in accordance with an Act to prohibit discrimination and intimidation on account of race or color in employment under Contracts for public buildings or public works, approved July 9, 1933, as amended, no person will be refused or denied employment in any capacity on the grounds of race or color, nor be discriminated against in any manner by reason thereof in connection with the performance of the work set forth in these specifications; nor will any unfair employment practice, as defined in the Fair Employment Practices Act, approved July 21, 1961, as amended, be committed by the successful contractor.

12. OCCUPATIONAL SAFETY AND HEALTH:

It shall be the Contractor's responsibility to comply with all local, state, and federal laws and regulations governing job safety and health standards, and the requirements of the "Occupational Safety and Health Act of 1980" enacted by Congress and signed into law on December 29, 1990.

11. EQUIPMENT - TOOLS - APPARATUS:

All equipment, tools, and apparatus, etc., must be supplied by the Contractor.

The District will not supply any equipment to Contractor to complete work. The Contractor is responsible for the working condition and safety of all equipment, tools, trucks, plows, and apparatus, etc.

13. Sealed bids are due in the Assistant Superintendent's Office, Canton USD #66..... Mark envelope: Snow Removal Bid. Sealed bids will be publicly opened and announced at that time.
14. The Board of Education of the District reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each site to different bidders or all sites to a single bidder, unless otherwise noted on bid form.
15. Questions concerning bids should be directed to:

Assistant Superintendent
Jeff Utsinger
20 W. Walnut
Canton, IL 61520
309-647-9411

CANTON UNION SCHOOL DISTRICT #66
 SNOW REMOVAL BID PROPOSAL
 ONE YEAR QUOTE – 2021-2022 SCHOOL YEAR

1. Firm Name: _____

Address: _____

Phone: _____

Contact: _____

2. Bid:

i. Site #1 – Canton High School: \$_____ Per Plow

 \$_____ Per Salt

ii. Site #2 - Ingersoll Middle School \$_____ Per Plow

 \$_____ Per Salt

iii. Site #3 - Eastview Elementary \$_____ Per Plow

 \$_____ Per Salt

iv. Site #4 – District Office/Alice Gym \$_____ Per Plow

 \$_____ Per Salt

v. Hourly rate for snowfalls in excess of 8”: \$_____ Per hour

3. List Below Available equipment and Quantity:

- a.
- b.
- c.
- d.
- e.
- f.
- g.

4. All quotes are one-year quotes only for the 2021-2022 school year.

5. All Bids are due in **Assistant Superintendents Office by 10 a.m. Nov 8th, 2021**.
 Sealed bids will be publicly opened and announced at that time.

6. I have enclosed with this bid form signed copies of all necessary certifications.

7. I hereby submit this bid to Canton USD #66. I agree to all terms and conditions of this bid proposal.

Signature _____ Date _____

CERTIFICATION OF COMPLETE BID

The undersigned hereby affirms that:

* He/She is a duly authorized agent of the bidder.

* He/She has read and agrees to the request for bids.

I certify that I am submitting the following offers as my firm's bid. I understand by virtue of executing and returning with this bid this required response form, I further certify full, complete, and unconditional acceptance of the contents of this request for bids except as noted herein.

Print Name: _____ Title: _____

Company Name: _____

Address: _____

City State ZIP: _____ Telephone: _____

Fax: _____ E-Mail: _____

Signature: _____ Date: _____

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

_____, being first duly sworn, deposes and says:
(print name)

that he/she is _____ of _____,
(owner, president, partner, etc.) (name of company)

the party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signature: _____ Date: _____

BIDDER ELIGIBILITY CERTIFICATION

The Criminal Code of 2012 requires that all the contractors bidding for public bodies or agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

Name of Bidder/Contractor _____
as part of its bid for the Board of Education of Canton Union School District # 66, hereby certifies that the said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of Article 33E of the Criminal Code of 2012 (720 ILCS 5/1-1 *et seq.*).

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2021

Notary Public

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act (ACT) dealing with the equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The statutory provisions require that the written Sexual Harassment policy include, at the minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois Law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal compliant process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name _____

Address _____

Signature of Officer

Title

Subscribed and sworn to before me

This _____ day of _____, 2021

Notary Public

CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Pursuant to 30 ILCS 580/1 *et seq.* (the "Drug Free Workplace Act"), the undersigned Contractor hereby certifies to the Board of Education of Canton Union School District #66 that it will provide a drug-free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace.
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection "A" to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting or granting agency within ten (10) days after receiving notice under part "b" of paragraph "3" of subsection "A" from an employee or otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event that drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Contractor's Certificate of Compliance with Illinois Drug Free Workplace Act shall subject the individual to the penalties set forth in Section 6, 7 and 8 of the Drug Free Workplace Act.

Firm Name _____

Address _____

Signature of Officer

Print Name

Title

Subscribed and sworn to before me

This _____ day of _____, 2021

Notary Public

INDIVIDUAL’S CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Pursuant to 30 ILCS 580/1 *et. seq.* (the “Drug Free Workplace Act”) the undersigned individual hereby certifies to the Board of Education of Canton Union School District #66 that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to abide by this Individual’s Certificate of Compliance with Illinois Drug Free Workplace Act shall subject the individual to the penalties set forth in Section 6, 7 and 8 of the Drug Free Workplace Act.

NOTICE: This Individual’s Certificate of Compliance with Illinois Drug Free Workplace Act is only to be completed by an *individual* directly responsible for the performance of a contract of \$5,000 or more with the School District.

Firm Name: _____

By: _____
(Signature of Individual)

(Print Name)

Subscribed and sworn to before me

This _____ day of _____, 2021

Notary Public

SMOKING AND TOBACCO POLICY

THE USE OF TOBACCO BY ANY SCHOOL PERSONNEL, STUDENT, OR OTHER PERSON IS PROHIBITED ON SCHOOL DISTRICT PROPERTY. THIS PROHIBITION APPLIES TO SUCH PROPERTY BEFORE, DURING, AND AFTER THE REGULAR SCHOOL DAY, AND ON DAYS WHEN SCHOOL IS NOT IN SESSION. THE TERM "TOBACCO" WILL MEAN CIGARETTES, CIGARS, PIPES, OR TOBACCO IN ANY FORM, INCLUDING SMOKELESS TOBACCO WHICH IS ANY LOOSE, CUT, SHREDDED, GROUND, POWDERED, COMPRESSED OR LEAF TOBACCO INTENDED TO BE PLACED IN THE MOUTH WITHOUT BEING SMOKED AND ELECTRONIC CIGARETTES. "SCHOOL PROPERTY" INCLUDES, WITHOUT LIMITATION, ANY AREA WITHIN A BUILDING OR OTHER INDOOR FACILITY USED FOR SCHOOL PURPOSES, AND AREAS OUTSIDE BUILDINGS AND FACILITIES, WHETHER OWNED, LEASED OR CONTRACTED BY THE DISTRICT. "SCHOOL PURPOSES" INCLUDE ALL EVENTS, ACTIVITIES OR OTHER USES OF SCHOOL PROPERTY THAT THE BOARD OR THE OFFICIALS OF THE DISTRICT AUTHORIZE OR PERMIT, INCLUDING WITHOUT LIMITATION, ALL INTERSCHOLASTIC OR EXTRA-CURRICULAR ATHLETIC, ACADEMIC OR OTHER EVENTS SPONSORED BY THE BOARD OR IN WHICH PUPILS OF THE DISTRICT PARTICIPATE.

THIS ACTION IS TAKEN IN COMPLIANCE WITH THE ILLINOIS SCHOOL CODE, SECTION 10-20.5B; GOALS 2000: EDUCATE AMERICA ACT, PART C, (THE "PRO-CHILDREN ACT OF 1994").

Agreed and Signed by _____ of _____
(contractor official) (company)

Its _____ on _____
(position) (date)

HOLD HARMLESS CERTIFICATION

The Contractor agrees to indemnify, keep and save harmless the School District, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may accrue against the School District in consequence of granting this contract or that may result from it, whether or not it will be alleged or determined the act was caused through negligence or omission of the Contractor or its employees, of the School District or its employees arising from or incurred against the School District in any such action, and will at its own expense discharge same.

The Contractor agrees to indemnify, keep and save harmless the School District, its Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses that may in any way accrue against the School District in consequence of use by the Contractor's employees of equipment owned, rented or leased by the Contractor.

The Contractor understands and agrees that any insurance protection required by this contract, or otherwise provided by Contractor, will in no way limit the responsibility to indemnify, keep, save harmless and defend the School District as herein provided.

For: _____ By: _____
(company name) (signature)

Its: _____ Date: _____
(owner, president, partner, etc.)