



INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

WHITEBOARD REMOVAL, WALL RESTORATION AND PAINTING SERVICES

Submit your bids to the attention of:

Amy McPartlin, CSBO
Asst. Supt. for Finance & Operations
Prospect Heights School District 23
700 N. Schoenbeck Rd.
Prospect Heights, IL 60070
(847) 870-5552

All sealed bids must be received at the above address no later than the following date and time of the public bid opening:

Tuesday, March 15, 2022, 2:00 P.M.

All bids **MUST** be submitted in a **SEALED ENVELOPE, CLEARLY MARKED:**

“WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES”

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
INVITATION TO BID

The Board of Education of Prospect Heights School District 23 invites sealed proposals for Whiteboard Removal Services at Betsy Ross and Anne Sullivan Elementary Schools in Prospect Heights School District 23. All bid documents may be obtained by contacting the District's Business Office.

Sealed bids must be marked: "District 23 Whiteboard Removal Services - Bid" and delivered to Amy McPartlin, CSBO, Assistant Superintendent for Finance and Operations, 700 N. Schoenbeck Road, Prospect Heights, IL 60070. Proposals must be submitted by **2:00 PM on Tuesday, March 15, 2022**. Proposals may not be submitted via fax or email. Late proposals will not be considered.

A **mandatory pre-bid meeting** will be held on **Tuesday, March 8, 2022**. The meeting will begin promptly at 10:00 AM at the Grodsky Administration, 700 N. Schoenbeck Rd., Prospect Heights and from there, will head to each building. The meeting will last from 10-12:00 PM. Site visits will be performed. Any questions will be answered via addendum and shared with all attendees.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
GENERAL INSTRUCTIONS

1. GENERAL

- A. Proposals shall be submitted to the attention of the Assistant Superintendent in a sealed envelope properly marked with the title of the RFP, date, and time of opening.
- B. All proposals must be made on the forms included with this bid package. Unsigned or late proposals will not be considered.
- C. Any interpretation of the proposed documents will be made only by an addendum issued by the School District. A copy of an addendum will be mailed to each person receiving a set of such bid documents. Vendors shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.
- D. School District 23 is exempt from all Federal, State, and Municipal taxes. Tax Exempt #E89997-8520-07.
- E. All freight prices must be quoted F.O.B. destination. Prices shall include all charges for packing, transportation and delivery. Shipments will become the property of the consignee after delivery and acceptance.
- F. All correspondence shall be directed to the Assistant Superintendent.

2. ERRORS AND OMISSIONS

- A. All proposals shall be fully completed when submitted. The signing of the submittal form shall be construed as acceptance of all provisions contained herein. All proposals shall be deemed final, conclusive and irrevocable. No claim for relief because of errors or omissions in the bidding will be considered. Vendors will be held strictly to the proposals as submitted.
- B. It is understood that the vendor has bid in strict accordance with the specifications, unless indicated by the vendor. Any explanation or statement which the vendor wishes to make may be placed in the same envelope with the proposal but shall be written separately and independently of the bid documents. Vendor acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the bid, although the Board of Education may accept the bid with the verification if, in its sole discretion, it determines that such vendor's bid is in the School District's best interest.
- C. Should a vendor find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Assistant Superintendent who will issue the necessary clarifications to all prospective Vendors by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

3. FIRM BID

All prices, terms and conditions will be considered to be firm for a period of ninety (90) days from the date of the bid opening.

4. SAMPLES

Vendors may be required to furnish samples upon request at no additional charge.

5. QUANTITIES

When so indicated, quantities shown may be estimates only. Actual orders may be more or less depending on actual requirements at the time of purchase. All items shall be new unless otherwise specified.

6. ITEM SPECIFICATIONS AND SUBSTITUTIONS

Where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that brand or equal, unless "no substitutions" is specified. When offering alternates, they must be identified by brand name and catalog number and manufacturer's literature must be included.

7. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, FAX, or in person prior to the time and date established for the opening of proposals. No bid shall be withdrawn without the consent of the School District 23 Board of Education after the scheduled opening.

8. FINANCIAL STABILITY

The District may require, upon request, evidence as to the financial stability of the vendor. Upon request, the vendor shall provide the following information to the District within 48 hours:

- A. The name of any owner or co-owner, equity of each co-owner or corporate offices of the entity submitting the bid, and the name, address, and business telephone number of each such person.
- B. The last financial statement and balance sheet of the vendor, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.

9. INVESTIGATION OF VENDORS

- A. District 23 will make such an investigation as is necessary to determine the ability of the vendor to fulfill bid requirements. If requested, the vendor shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.
- B. The Board of Education reserves the right to reject any bid if it is determined that the vendor is not properly qualified to carry out the obligations of the contract.

10. RESERVATION OF RIGHTS BY THE DISTRICT

- A. The Board of Education reserves the right to reject any and all proposals or portions of proposals, and to waive informalities or irregularities in any bid, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible vendor meeting specifications as determined by the Board of Education. While the financial responsibility of the vendor is a significant concern, the Board of Education is equally concerned with the proven ability of the vendor to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.
- B. The Board reserves the right to award each item to different Vendors or all items to a single vendor unless otherwise noted on the bid request
- C. The Board reserves the right to determine whether:
 - i. an equal or alternate is a satisfactory substitute.
 - ii. delivery date is entitled to more consideration than price.
 - iii. a vendor is not a responsible vendor.
 - iv. what exceptions or deviations from the written specifications will be accepted.

11. AWARD AND CONTRACT

All proposals will be awarded upon the approval by the Board of Education. The successful vendor will be required to enter into a contract incorporating the terms and conditions of this bid document.

12. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these forms will indicate the vendor's compliance with all bid specifications and included terms and conditions.

13. INVOICING

Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.

14. EXAMINATION OF DOCUMENTS AND SITES

Before submitting a proposal for work on any project, each vendor shall carefully examine the project site and the contract documents, fully inform itself of existing conditions and limitations of the project sites.

After opening of proposals, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. Each vendor shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.

15. DAMAGES TO PROPERTY

While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants or any other fixtures, structures or equipment. Any damages caused by the contractor shall be repaired or replaced at the discretion of the District. The District may authorize necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the contractor. The District may reserve the right to withhold payment for unpaid damages.

16. DISTRICT EMPLOYEES

Each vendor shall affirm that no Board of Education member, officer or employee of District 23 or their immediate family members, is interested financially in the proposed contract.

17. CANCELLATION OF CONTRACT

In case of bankruptcy of the contractor or failure of the contractor to pay supplies or workers or a work stoppage or a failure by the contractor to provide sufficient workers for the job or sufficient material for the job, the Board of Education may terminate the contract and take over the completion of the project, applying the unpaid balance of money for the contract to the completion of the work and any extra expenses incidental thereto.

At any time, the District may terminate the contract with or without cause. The contractor may receive payment for all work completed but will not be entitled to lost profit or overhead.

18. HOLD HARMLESS AND INDEMNIFICATION

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

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

19. GOVERNING LAW

The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

20. VENDOR'S AGREEMENT

The vendor hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid specifications, and any issued addenda. The vendor further agrees that the language of this document shall govern in the event of a conflict with (1) his/her bid or (2) any subsequent purchase order between the vendor and the School District. The vendor further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the vendor and the School District. This document combined with amendments, the vendor proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

21. SERVICE PROVIDER IDENTIFICATION NUMBER

The Service Provider must have a Service Provider Identification Number (SPIN).

22. DISQUALIFICATION

Any proposals not meeting the District's requirements will be disqualified and not evaluated further.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
SPECIFICATIONS

DISTRICT BACKGROUND

Prospect Heights District 23 serves approximately 1,500 students in grades Pre-K - 8 through four buildings. It comprises portions of four villages: Prospect Heights, Arlington Heights, Mount Prospect, and Wheeling.

The school sites being supported through this bid opportunity are located as follows:

- A. Betsy Ross School, 600 N Schoenbeck Rd., Prospect Heights (23 Classrooms)
- B. Anne Sullivan School, 610 N Schoenbeck Rd., Prospect Heights (24 Classrooms)

The general information about the District can be found on the District's website at www.d23.org. Vendors may interface with Amy McPartlin, Asst. Superintendent. Preferred method for contact is by email: amcpartlin@d23.org. **Questions posed will be answered to all vendors via addendum.**

LONG RANGE GOALS FOR THE PROJECT

Currently, classrooms throughout Ross and Sullivan Schools each have a promethean/SMART board for student and staff use. All SMART/promethean boards will be removed and recycled by a District vendor. The awarded vendor will be required to remove the remaining chalkboards and whiteboards from the walls and return them to their original condition before new District-purchased whiteboards are installed.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
PROPOSAL REQUIREMENTS

Vendors should take note of the following requirements in order for their proposal to be considered:

MANDATORY SITE VISIT: MARCH 8, 2022, 10:00 AM (Vendors MUST attend the site visit in order for their proposal to be considered)

DUE DATE FOR PROPOSALS: MARCH 15, 2022, 2:00 PM Central Time

SCOPE OF WORK:

- Provide a dumpster for disposal of all tackboards, chalkboards, whiteboards, tackstrips and various cabling raceways.
- Remove and dispose of all tackboards, chalkboards, whiteboards, tackstrips and various cabling raceways. The promethean boards, and smart boards will be removed by the technology recycler.
- Repair and paint walls. Bid price to include all paint and supplies. District 23 to specify paint color and finish.
- ALL work must be done between **June 10th and June 30th**.

WORK TO BE COMPLETED:

- All work shall be performed by skilled and qualified workers in accordance with the best practices of each trade.
- Remove and dispose of all tackboards, chalkboards, whiteboards, tackstrips, and cabling raceways on the specified wall of each room listed. Consult maps for location and images of products to be removed.
- Appropriately cover and protect any and all furniture from dust and damage while work is being performed.
- Remove old adhesive as necessary by scraping or grinding to obtain a smooth finished wall surface.
- Patch damaged CMU walls with mortar mix flush with existing wall surface. Appropriate backfill shall be used when necessary to assure proper patching of larger areas.
- Patch and sand damaged drywall walls with spackle compound mix flush with existing wall surface. Appropriate backfill, mesh tape, or paper tape shall be used when necessary to assure proper patching of larger areas.
- Dust and clean rooms from mortar mix, spackle and sanding dust prior to preparing the area for paint.
- Appropriately cover and protect including but not limited to surface mounted objects, adjacent ceiling grid, cove base, and adjacent flooring of the wall to be painted.
- Paint walls with district standard paint color and finish. District to provide paint details.
- Remove and dispose of all protective coverings

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
PROPOSAL FORM**

The following items MUST be included for a valid bid package:

- Company Background Statement
- Fully Completed Proposal Form
- Signed Certifications
- References as included in the Bid Package

BASE BID

Vendors must provide a fully inclusive price for each District location:

1. Removal/Restoration Services at Betsy Ross Elementary School \$ _____
2. Removal/Restoration Services at Anne Sullivan Elementary School \$ _____

TOTAL BASE BID (ALL SITES): \$ _____

ALTERNATES - PATCHING & PAINTING ONLY

The District reserves the right to select any or all alternates for inclusion in the final award.

1. MacArthur Library \$ _____
2. MacArthur Front Foyer - Exposed Brick \$ _____
3. MacArthur East Stairwell \$ _____
4. Ross/Sullivan Multi-Purpose Room \$ _____
5. Eisenhower Multi-Purpose Room \$ _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
CERTIFICATIONS

1. **CERTIFICATION** - The undersigned bidder of contractor hereby certifies that he/she is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. The bidder also certifies that he/she has read, understands and agrees that acceptance by District 23 of the bidder's offer by issuance of a purchase order and/or contract will create a binding contract. District 23 may declare the contract void if the certification is false.
2. **NON-COLLUSION AFFIDAVIT** - The undersigned bidder or agent states that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Bidder further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.
3. **PREVAILING WAGE** - Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820ILCS 130/1-12) The contractor acknowledges that at the time of contracting it is familiar with the Illinois Prevailing Wage Act, and that it accepts sole responsibility for determining whether the Act is applicable to its contract with the District. Where applicable, the undersigned bidder of contractor hereby certifies to be in compliance with Public Act 94-0515, which amends the Illinois Prevailing Wage Act effective August 10, 2005. This Act requires the contractor or subcontractor to certify the wages paid to all laborers, mechanics, and other workers, will not be less than a general hourly rate of pay required by law.

The contractor also agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the District against any claims brought by any employee or the Illinois Department of Labor arising out of the scope of its contract with the District for violations of this Act. The Department of Labor revises the prevailing rate of wages periodically and such revisions are available on the Department of Labor's official website.

The contractors should regularly review the Department of Labor's official website to determine if the prevailing rate of wages that the contractor is required to pay on this project have changed since the contractor last reviewed the prevailing rate of wages.

4. **FAIR EMPLOYEE PRACTICES** - It shall be mandatory that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further that he will comply with all provisions of the Illinois Fair Employee Practices Commission as required by the Rules and Regulations for Public Contract.

5. TOXIC SUBSTANCE - The successful bidder must comply with the Toxic Substance Act (PA83-240a). This Act requires that a Material Safety Data Sheet be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to the vendor will not be made until MSDS is provided.
6. SEXUAL HARRASSMENT CLAUSE - Each bidder must certify that he has complied with the requirements of section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sex harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. District 23 is in full compliance with this law.
7. NO SMOKING CLAUSE - Bidder agrees that he, his employees and subcontractors, will abide by the District 23 no smoking policy on all District 23 sites.
8. DRUG-FREE WORKPLACE - Each bidder must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while on District 23's premises or while performing work for the district.
9. COMPLIANCE - The bidder is directed that all applicable state laws, municipal ordinances, district policies, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full.
10. BID MODIFICATION - In accordance with Illinois law, once the bids have been opened, such bids may not be modified in any way without written approval of School District 23. All bidders will be bound by any and all math calculations, misquotes of any kind once the bids have been accepted, it may not be modified or rescinded without the approval of District 23.
11. SAFETY PRECAUTION CLAUSE - The contractor expressly agrees that it is solely and exclusively responsible for initiating, maintaining and supervising all safety precautions, and programs in connection with the performance of the contract. The District, Construction Manager, and architect are not responsible for means, methods and techniques of construction or safety precautions and programs in connection with the performance of the contract.
12. CRIMINAL BACKGROUND CHECK CLAUSE - The contractor understands and acknowledges that its work, in whole or in part, will be performed on public school property where there may be direct, daily contact with school students. The contractor further understands and acknowledges that the State of Illinois requires that all employees of vendors, licensees, contractors or others having direct, daily contact with students are subject to a criminal background check and may not be listed on the State Sex Offender Registry. Prior to allowing any of its employees who will be performing the scope of work access to school property, the contractor agrees to provide the District with the following in writing:
 - a. Evidence that each employee, agent, contractor, or other person performing work on school property under this agreement was subjected to a criminal background check in conformity

with 105 ILCS 5/10-21.9; that said persons are not listed on said Registry; and said persons have no criminal convictions for the offenses listed under 105 ILCS 5/10-21.9;

- b. The contractor will provide the District, upon request, a copy of the criminal background check conducted on each such person.

In the event the contractor plans to subcontract with or use the services of another person or firm that may have direct, daily contact with students on school property, in order to fulfill its obligations under its agreement with the District, then in that event the contractor will require all such persons or firms to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9.

In the event the contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the contractor, or caused by an employee of a subcontractor to the contractor, then in that event the contractor agrees to fully defend and indemnify the District, including reimbursement of the attorney's fees and costs, against any such claims.

13. ASBESTOS HAZARD EMERGENCY ACT (AHERA) – Be informed that Asbestos Containing Materials (ACM) have been found in District 23 buildings and that airborne asbestos is a potential health hazard. Unless disturbed, these materials are in good condition. Do not disturb these ACM's. The location of the ACM's and the Asbestos Operations and Maintenance Program are described in the AHERA Management Plan, available for review at the District Office. Contact the Director of Operations, Michael Ziaja, with any questions.

By signing this document, I state and declare that the Contractor listed below and I are in compliance, and will comply with all of the Certifications listed herein.

Signature: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
REFERENCE LISTING

In order to determine the ability of the vendor to fulfill bid requirements, all vendors must furnish reference information listing at least four other schools, school districts or businesses of a similar size, scope and dollar value where the vendor has supplied, installed, and maintained similar equipment as in the proposal. Please provide name and phone information for four current/recent clients and include the type of services provided. Prior work experience with school districts is required.

Customer Name: _____
Contact: _____
Phone Number: _____
Description of Work: _____
Date of Completion: _____

Customer Name: _____
Contact: _____
Phone Number: _____
Description of Work: _____
Date of Completion: _____

Customer Name: _____
Contact: _____
Phone Number: _____
Description of Work: _____
Date of Completion: _____

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Contact: _____
Phone Number: _____
Description of Work: _____
Date of Completion: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
CHECKLIST FOR VENDORS

- Have you carefully reviewed the specification including “General Instructions?”
- Have you properly completed all portions of the bid?
- Have you signed all required bid documents?
- Have you furnished business references as required?
- Have you verified your prices to be sure you have not made an error?
- Have you indicated your total price for items bid on the Bid Proposal Form?
- Is the envelope sealed and clearly marked as required?
- Have you made arrangements to submit samples if required?

**PROSPECT HEIGHTS SCHOOL DISTRICT 23
WHITEBOARD REMOVAL, WALL RESTORATION & PAINTING SERVICES
"NO BID" RESPONSE QUESTIONNAIRE**

**If you are not submitting a proposal, District 23 would like your input as to why.
Please indicate your reason and return by Bid Due Date to:**

Amy K. McPartlin, Asst. Superintendent
Prospect Heights School District 23
700 N. Schoenbeck Road
Prospect Heights, IL 60070
amcpartlin@d23.org

- _____ Previous commitments, too busy
- _____ Too small a job
- _____ Too large a job
- _____ Our firm is not suited for this type of work
- _____ Do not like to bid jobs
- _____ Could not attend site examination
- _____ Cannot get bonding for this job
- _____ Other (Please Explain)

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____