

LEGAL NOTICE REQUEST FOR BIDS

Lincolnwood School District No. 74 is requesting sealed bids for Todd Hall and Rutledge Hall Window Treatments. Bids will be received by the Business Manager/CSBO at the Administrative Center located at 6950 N. East Prairie Rd., Lincolnwood IL 60712, until 2:00 p.m. prevailing time on Wednesday, March 8, 2023.

Instructions and specifications will be available beginning Thursday, February 9, 2023, from Lincolnwood School District No. 74, Attn: Courtney Whited, cwhited@sd74.org, (847) 675-8234. A pre-bid meeting will be held on Tuesday, February 21, 2023, at 3:00 p.m. starting at the Administrative Center. The purpose of this meeting is to address any questions and visit the two school sites. This will be the only opportunity to visit District facilities; attendance by potential bidders is encouraged but not mandatory. Bidders must submit all questions in writing to Courtney Whited at the above email address. Replies will be issued to all bidders of record in the form of an addendum. Questions received less than five (5) weekdays before the bid due date cannot be answered.

All bids must be accompanied by a Bid Bond in the form of a surety bond issued by a bonding company authorized to do business in Illinois, and on the U.S. Department of Treasury list of approved sureties, or a certified check or a cashier's check drawn on a bank authorized to do business in Illinois, made payable to the Board of Education in the amount of ten percent (10%) of the sum of the computed total amount of the bid. By submitting a bid, it is agreed that the Bid Bond will be forfeited if the bidder fails to execute the agreement or to furnish the Performance and Payment Bonds (for the modernization work) in conformity with the specifications within ten (10) days after notification of the award of the Agreement to such bidder.

Each bidder expressly agrees that such bid may not be withdrawn for a period of sixty (60) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District.

The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid or bids that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed.

John P. Vranas
Secretary, Board of Education
Lincolnwood School District
No. 74, Cook County, Illinois

NOTICE AND SPECIFICATIONS FOR
Todd Hall and Rutledge Hall Window Treatments

Lincolnwood School District No. 74

INSTRUCTIONS TO ALL BIDDERS

1.1 District Information. Lincolnwood School District No. 74 is a public elementary school district with an approximate enrollment of 1,250 students. The District operates three (3) school buildings and one (1) administrative center. All are located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago, in Cook County, Illinois. Two school buildings contain existing window treatments, both of which are the subject of this bid:

□ Todd Hall, 3925 W. Lunt Avenue, Lincolnwood, IL 60712

□ Rutledge Hall, 6850 N. East Prairie Road, Lincolnwood, IL 60712

1.2 Request for Bids. The Board of Education of Lincolnwood School District No. 74 (hereinafter sometimes referred to as the “Board” or “School District” or “Owner”) will receive bids for the replacement of the Todd Hall and Rutledge Hall window treatments in accordance with these instructions and the specifications set forth below. Bids will be received until 2:00 p.m. prevailing time on Wednesday, March 8, 2023, at the Administrative Center located at 6950 N. East Prairie Rd., Lincolnwood IL 60712.

1.3 Pre-bid Meeting: A pre-bid meeting will be held on Tuesday, February 21, 2023, at 3:00 p.m. starting at the Administrative Center, 6950 N. East Prairie Rd., Lincolnwood IL 60712. The purpose of this meeting is to address any questions and visit the two school sites. This will be the only opportunity to visit District facilities. Attendance by potential bidders is strongly encouraged but not mandatory.

1.4 Questions. Bidders must submit all questions regarding these instructions and specifications in writing to Courtney Whited, Lincolnwood School District No. 74,, cwhited@sd74.org. Replies will be issued to all bidders of record in the form of an Addendum. Questions received less than five (5) weekdays before the bid due date cannot be answered.

1.5 Bid Form. All bids must be submitted in duplicate on the Bid Form, a copy of which is attached hereto as **Exhibit “A”**, provided by the School District. The wording of the Bid Form shall not be changed or altered.

1.6 Anticipated Bidding Schedule:

<u>EVENT</u>	<u>PROJECTED DATE</u>
Request for Bids Issuance:	February 9, 2023
Pre-Bid Meeting:	February 21, 2023, 3:00 p.m.
Last date to request clarifications:	March 1, 2023
Bids Due:	March 8, 2023, 2:00 p.m.
Presentation to Facilities Committee:	March 21, 2023
Board of Education Approval:	April 6, 2023
Commencement of Work:	June 12, 2023
Substantial Completion:	July 21, 2023

1.7 Pricing. Each bidder expressly agrees that its pricing may not be withdrawn for a period of sixty (60) days from the bid due date. Withdrawal within such period shall subject the proposer to penalties and damages to the District to the extent that such withdrawal results in loss to the District. All bidders must state their rates and charges in fixed dollar amounts which are definitely ascertainable at the time of opening the bids.

1.8 Bid Security. Bids shall be accompanied by a Bid Security. Such Bid Security shall be in the form of a Bid Bond or Cashier’s Check for 10% of the Bid Price made in favor of the Board. Failure to submit the proper form and amount of Bid Security may result in rejection of the Bid. Bid Bonds must be issued by the same company that provides the Performance Bond and Payment Bond under Specification A. The Bidder agrees that the proceeds of the Bid Security will become

the property of the Board if for any reason the bidder withdraws his bid prior to the time period noted in the Bid Form. The defaulting bidder shall pay the Board all costs which exceed the amount of the Bid Security for procuring the performance for the work required by the bidding documents. Such costs include, but are not limited to, additional advertising and architectural and engineering services and legal services.

1.9 Term and Commencement. The replacement of the existing window treatments with new shall commence no earlier than June 12, 2023 and shall be substantially completed by July 21, 2023. Existing window treatments are not to be removed until new window treatments are on-site and ready to be installed.

1.10 Insurance. The successful bidder shall maintain insurance in the following amounts during the term of any agreement entered into pursuant to this Request for Bids: (1) commercial general liability insurance on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) workers compensation coverage in the minimum statutory amounts and no less than \$500,000; (3) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage; and (4) umbrella or excess liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate. The successful bidder shall name the School District, its Board members, employees, and agents as additional insureds on all policies except workers compensation. The successful bidder's insurance shall be primary and noncontributory.

1.11 Bonding. A Performance Bond and Labor and Material Payment Bond will be required in accordance with the Public Construction Bond Act, 30 ILCS 550/1, for the

modernization work performed under Specification A. The cost of said bond, in the amount of 110% of the cost of the work, shall be included in the bid price.

1.12 Reservation of Rights. The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid or bids that the Board of Education deems the most favorable to its interest after all proposals have been examined and canvassed. Expenses incurred in responding to this request for bids are not the responsibility of the School District.

1.13 Required Documentation. If any credit applications or other documents will be required prior to contract execution, such documents must be submitted with the proposal. The final agreement shall be subject to Illinois law without regard to conflicts of laws principles. Dispute resolution terms shall be limited to litigation in the Circuit Court of Cook County, Illinois, and the successful bidder must agree to be subject to the jurisdiction of that court. References to mediation or arbitration shall be deleted. Payment terms shall be in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). This Request for Bids shall be deemed incorporated into the parties' final agreement.

1.14 Applicable Laws. All bidders shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*); the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*); The Equal Employment Opportunity Clause at Title 44, Part 750 of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20), which is fully incorporated herein; the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e); and the *Illinois Criminal Code* (720 ILCS § 5/1 *et al.*). Without limiting the generality of the foregoing, as required by the *Criminal Code*, 720 ILCS § 5/33E-11, each bidder certifies that it is not barred from contracting with any

unit of state or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The bidder agrees that if this certification is false, the School District may declare the resulting agreement void. Each bidder further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* Additionally, the Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price. If applicable, the bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act* (35 §§ ILCS 105/1 *et seq.*), regardless of whether the bidder is a retailer maintaining a place of business within this State" as defined in Section 2 of the *Illinois Use Tax Act*.

1.15 Indemnification. If selected, the successful bidder agrees to indemnify, defend and hold harmless the Board of Education, its individual Board members, employees and agents from and against any and all costs (including but not limited to attorneys' fees and court costs), losses, fines, penalties, causes of action, and damages, whether to person or property, resulting from, connected with or arising from any negligent acts or omissions of the bidder or any breach of the parties' agreement.

1.16 Additional Information. Bidders are encouraged to provide a summary of their company's on-line reporting and invoicing capabilities, including web-based account specific reporting, web-based Customer Account Information, and web-based invoicing. Samples of these reports or invoices should be included with the bids.

Todd Hall and Rutledge Hall Window Treatments

2.1 The Board requests bids for the Todd Hall and Rutledge Hall Window Treatments in accordance with the following Scope of Work.

2.2 Provide all labor and material necessary to replace the existing Todd Hall and Rutledge Hall window treatments as indicated below:

2

2.1

2.2

A. Todd Hall and Rutledge Hall:

1. Remove existing window treatment systems in their entirety at areas indicated on enclosed plans, noted as **Exhibit "C"**.
2. Furnish and install new window treatments at areas indicated on enclosed, noted as **Exhibit "C"**.
3. Provide roller window shades per specifications section 122413 enclosed, noted as **Exhibit "B"**.

B. General

1. Removal of existing window treatments: Unless otherwise indicated, all equipment that is removed or demolished and not to be re-used becomes the property of the Contractor, and is to be promptly removed from the project site and disposed of in an approved manner.
2. Code – All systems to be installed in accordance with 2018 Illinois Accessibility Code, 2010 Americans with Disabilities Act and all other applicable codes.

2.3 Performance and Payment Bond. Contractor within ten (10) days after receiving notice of the award shall furnish a Performance and Labor and Material Payment Bond, in the amount of 110% of the cost of the work, agreeing to perform the work and fulfill all obligations in accordance with all of the provisions of the contract with a surety rated no less than B+ 10 by Best's Insurance Guide Key, and naming Owner as a primary co-obligee. Such bonds shall be in a form and with a

surety acceptable to the Owner and shall not include a limitation period shorter than that provided by Illinois law (735 ILCS 5/13-214). The cost of each bond shall be included in the bid price. All bonds shall include a specific obligation of the Surety to guarantee the faithful performance of the Contractor under the Illinois Prevailing Wage Law. The Bonding Company must also be licensed in the State of Illinois. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond and the Labor and Material Payment Bond shall be deemed to cover all such duties. The Performance Bond and Labor and Material Bonds shall be executed in conformity with American Institute of Architects, Doc. A312. A certified copy of the power of attorney from the Surety Company stating that the person executing the bond is duly authorized by the Surety to execute the bond shall accompany the bond. The bonds shall comply with the Public Construction Bond Act, 30 ILCS 550/1.

2.4 Performance of the Work. The School District and the successful bidder shall agree on the best timeline for the performance of the work. The replacement of the existing window treatments with new shall commence no earlier than June 12, 2023 and shall be substantially completed by July 21, 2023. Existing window treatments are not to be removed until new window treatments are on-site and ready to be installed.

EXHIBIT A – BID FORM

Lincolnwood School District No. 74
TODD HALL AND RUTLEDGE HALL WINDOW TREATMENTS

After having read all the specifications and instructions for bidders and understanding same, I hereby submit the following bid(s) for the Todd Hall and Rutledge Hall Window Treatments project of School District No. 74 in accordance with said Specifications, including bonds and insurance as stated in the Specifications:

	FIXED PRICE
<i>Including all parts, labor, materials, supplies, tools, equipment, and consumables.</i>	\$

I acknowledge that should this firm be selected, this firm will enter into an agreement substantially in accordance with the terms described in the specifications and subject to approval by the legal counsel for School District No. 74.

SIGNED

DATE

PRINT NAME OF SIGNATORY

PRINT TITLE OF SIGNATORY

COMPANY NAME

FEIN

ADDRESS

PHONE

CITY STATE ZIP

FAX

NAME OF CONTACT PERSON

CONTACT PERSON'S EMAIL

EXHIBIT A – BID FORM

REFERENCES

Provide up to five (5) references of Illinois based school district, government, or commercial customers with similar projects that you have completed within the last (5) years:

	School District	Contact Name, Address	Contact Phone, Email	Project
1.				
2.				
3.				
4.				
5.				

THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES, ERRORS OR IRREGULARITY IN BIDS RECEIVED OR IN THE BIDDING PROCESS, AND TO ACCEPT THE BID OR BIDS THAT THE BOARD OF EDUCATION DEEMS THE MOST FAVORABLE TO ITS INTEREST AFTER ALL BIDS HAVE BEEN EXAMINED AND CANVASSED. THE BOARD RESERVES THE RIGHT TO ENTER INTO DISCUSSIONS OR NEGOTIATIONS WITH ONE OR MORE QUALIFIED VENDORS AT ANY TIME.

Initialed: _____
SIGNATORY COMPANY DATE

BID SECURITY

A bid security in the form of a Bid Bond or cashier's check in an amount not less than 10% of the Bid Price is included with this proposal. Bid Security may be forfeited if a bidder does not meet specifications.

Signature: _____ Date: _____

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

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

that he/she is an authorized representative of _____, (name of company) the party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantages against any other proposer or any person interested in the proposed contract.

Signature: _____ Date: _____

CERTIFICATE OF ELIGIBILITY TO BID

_____(bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature: _____ Date: _____

COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

The undersigned hereby certifies that my firm has complied with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), as amended, with respect to sexual harassment policies and equal employment opportunities. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.

Signature: _____ Date: _____

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* (“Drug Free Workplace Act”), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor’s policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection “1” to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection “1”, paragraph “C”, part “2”, from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

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

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

EXHIBIT A – BID FORM

CERTIFICATE OF COMPLIANCE CRIMINAL BACKGROUND CHECKS AND SEX OFFENDER DATABASE

The undersigned Contractor shall be responsible for conducting a criminal background check and a check of the Illinois Statewide Sex Offender Database as to all persons working within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by the School District. This includes all employees of the Contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on the School District's Property at any time during the performance of the Contract. No person shall be permitted to work on or within the School District's property who: 1) has been convicted of any of the enumerated criminal or drug offenses found in 105 ILCS 5/10-21.9(c), or 2) has been convicted, within seven (7) years of the date of this Certificate of Compliance, of any other felony under the laws of the State of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of this State, or 3) is on the Illinois Sex Offender Database. The Contractor must maintain such records and may be required to submit copies of such records directly to the School District to verify that the criminal background/sex offender checks have been performed on all persons working on or within School District property. All such records must be updated at least every twelve months.

The School District reserves the right to order the Contractor to remove any person from the School District's work who the School District determines to be a threat to safety of students, School District employees, other workers, parents, visitors, or otherwise. All workers must follow School District policies, regulations and rules as to building access and security.

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

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