

# **INVITATION TO BID**

Prospect Heights School District 23 will accept sealed bids for:

# CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION

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

Bids must be received at the above address no later the following date and time of the scheduled public bid opening:

### TUESDAY MARCH 15, 2022 at 1:30 p.m.

Your bid MUST be submitted in a SEALED ENVELOPE CLEARLY MARKED:

# WHITEBOARD PURCHASE AND INSTALLATION

Company Name:	Phone:
Company Address:	Fax:
	Email:

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>INSTRUCTIONS TO BIDDERS</u>

#### 1. GENERAL

- A. Bids shall be submitted to the attention of the Assistant Superintendent for Finance & Operations in a sealed envelope properly marked with the title of the bid, date, and time of opening.
- B. All bids must be made on the forms included with this bid package. Unsigned or late bids will not be considered.
- A. 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. Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.
- B. Prospect Heights School District 23 is exempt from all Federal, State, and Municipal taxes. Tax Exempt #E89997-8520-07.
- C. All 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.
- D. All correspondence shall be directed to the Assistant Superintendent for Finance & Operations.

#### 2. ERRORS AND OMISSIONS

- A. All proposals shall be fully completed when submitted. The signing of the bid submittal Form shall be construed as acceptance of all provisions contained herein. All bids shall be deemed final, conclusive and irrevocable. No claim for relief because of errors or omissions in the bidding will be considered. Bidders will be held strictly to the proposals as submitted.
- B. It is understood that the bidder has bid in strict accordance with the specifications, unless indicated by the bidder. Any explanation or statement which the bidder wishes to make may be placed in the same envelope with the proposal but shall be written separately and independently of the bid documents. Bidder 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 bidder's bid is in the School District's best interest.
- C. Should a bidder 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 for Finance & Operations who will issue the necessary clarifications to all prospective bidders by means of addenda.

- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.
- A. 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 must be considered to be firm until **June 30, 2023**.

#### 4. SAMPLES

Bidders 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 BIDS

Bids may be withdrawn by letter, FAX, or in person <u>prior</u> to the time and date established for the opening of bids. No bid shall be withdrawn without the consent of the Prospect Heights School District 23 Board of Education <u>after</u> the scheduled bid opening.

#### 8. INVESTIGATION OF BIDDERS

- A. District 23 will make such an investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. If requested, the bidder 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 bidder is not properly qualified to carry out the obligations of the contract.

#### 9. RESERVATION OF RIGHTS BY THE DISTRICT

A. The Board of Education reserves the right to reject any and all bids or portions of bids, 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 bidder meeting specifications as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the Board of Education is equally concerned with the proven ability of the bidder 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 bidders or all items to a single bidder 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. the delivery date is entitled to more consideration than price,
  - iii. a bidder is not a responsible bidder,
  - iv. what exceptions or deviations from the written specifications will be accepted.

#### 10. AWARD AND CONTRACT

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

#### 11. SIGNATURE CONSTITUTES ACCEPTANCE

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

#### 12. INVOICING

Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described. Bidders must agree to accept payment by check or by credit card (at no additional cost).

#### 13. EXAMINATION OF DOCUMENTS AND SITES

After opening of bids, 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 bidder 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.

#### 14. 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.

15. INSURANCE

In cases of <u>ongoing</u> deliveries, the successful bidder shall carry insurance, in company or companies acceptable to the District. Should additional limits be required for a specific project/purchase, it will be noted in the attached specifications.

Within ten (10) days after the bid award, Certificate(s) of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the District. The contractor shall provide and maintain insurance in the minimal amounts as outlined below with companies acceptable to the District:

A. Worker's Compensation Insurance:

Coverage A - Illinois Statutory Limits

Coverage B - Employer's Liability \$1,000,000 Limit

A waiver of subrogation in favor of District 23 shall be included.

B. Automobile Liability Insurance:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.

C. Commercial General Liability Insurance shall provide the following limits:

\$1,000,000 each occurrence

\$2,000,000 General Aggregate

\$3,000,000 Completed Operations Aggregate

\$1,000,000 Personal Injury

D. Umbrella Liability Insurance:

\$2,000,000 for bodily injury and property damage.

(Or as requested in Specifications)

The contractor shall provide such insurance naming District 23 as "Additional Named Insured" and shall state that all insurance listed above is primary and noncontributory. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

#### 16. DISTRICT EMPLOYEES

Each bidder 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. 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 size 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.

#### **18. 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.

#### **19. BIDDER'S AGREEMENT**

The bidder 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 bidder 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 bidder and the School District. The bidder 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 bidder and the School District. This document combined with amendments, the bidder proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>BID SPECIFICATIONS</u>

The District is looking for a single vendor to bid on whiteboard purchase and installation services at (3) District 23 schools as per instructions. Questions about this bid are to be directed to Amy McPartlin, Asst. Supt. for Finance & Operations at 847-870-5552 or <a href="mailto:amcpartlin@d23.org">amcpartlin@d23.org</a>. All prices must be firm until June 30, 2023.

<u>Bid Submittal:</u>	ALL bids are due to the District no later than <u>March 15, 2022 at 1:30PM.</u> They must be submitted in a sealed envelope, properly labeled. Late bids may not be accepted.
<u>Award:</u>	The final award will be made on the basis of total bid, including installation. Consideration will be given to the vendor's ability to meet the delivery schedule and to provide quality customer service.
<u>Ordering:</u>	Quantities/sizes are shown on the following page. The final listing may vary slightly from quantities shown on bid. District staff may adjust their requirements in accordance with budgetary allowances.
<u>School Sites:</u>	Dwight D. Eisenhower Elementary ( <u>Board Purchase ONLY</u> ) 1 N. Schoenbeck Rd., Prospect Heights, IL 60070 Betsy Ross Elementary & Anne Sullivan Elementary Schools ( <u>Board Purchase AND Install</u> ) 700 N. Schoenbeck Rd., Prospect Heights, IL 60070
<u>Site Inspection:</u>	A site inspection may be scheduled with select vendors after the bid opening to walk through each building with District staff and make their final determination/confirmation of requested components. This must be scheduled within one week following the bid opening. All components must be finalized prior to award by the Board of Education.
<u>Delivery:</u>	All boards must be received at the vendor's location by June1st. Installation must take place between June - July, 2022.
Specifications:	A specification sheet must be provided for each size board/retrofit panel ordered.
Invoices:	Invoices will be paid in full following full job completion, net 30.

## District 23 TOTAL Claridge Whiteboard Replacement Listing:

Whiteboard Replacement Listing				
Qty.	Size	Туре	Vendor Part Number	Part Description
7	4x6	Whiteboard with Rail	LCS2406R	CLARIDGE 4' X 6' LCS PORCELAIN WHITEBOARD WITH OPTIONAL RAIL
15	4x8	Whiteboard with Rail	LCS2408R	CLARIDGE 4' X 8' LCS PORCELAIN WHITEBOARD WITH OPTIONAL RAIL
2	4x10	Whiteboard with Rail	LCS2410R	CLARIDGE 4' X 10' LCS PORCELAIN WHITEBOARD WITH OPTIONAL RAIL
14	4x12	Whiteboard with Rail	LCS2412R	CLARIDGE 4' X 12' LCS PORCELAIN WHITEBOARD WITH OPTIONAL RAIL
21	4x16	Whiteboard with Rail	LCS2416R	CLARIDGE 4' X 16' LCS PORCELAIN WHITEBOARD WITH OPTIONAL RAIL
8	4x4	Tackboard	844N	CLARIDGE 800 SERIES TACKBOARD 4' X 4'
4	2" X 6' 3"	Map & Display Rail	74EZ x 6' 3"	CLARIDGE DELUXE MAP AND DISPLAY RAIL, 2" X 6' 3"
6	2" X 8' 6"	Map & Display Rail	74EZ x 8' 6"	CLARIDGE DELUXE MAP AND DISPLAY RAIL, 2" X 8' 6"
1	2" X 10' 6"	Map & Display Rail	74EZ x 10' 6"	CLARIDGE DELUXE MAP AND DISPLAY RAIL, 2" X 10' 6"
7	2" X 12' 6"	Map & Display Rail	74EZ x 12' 6"	CLARIDGE DELUXE MAP AND DISPLAY RAIL, 2" X 12' 6"
29	2" X 17' 0"	Map & Display Rail	74EZ x 17' 0"	CLARIDGE DELUXE MAP AND DISPLAY RAIL, 2" X 17' 0"
1	4x8	Whiteboard Panel	EZL248	CLARIDGE 4' X 8' EZ FIT LCS PORCELAIN PANEL
2	4x16	Whiteboard Panel	EZL2416	CLARIDGE 4' X 16' EZ FIT LCS PORCELAIN PANEL
3	Custom Height x 16'	Whiteboard Panel	EZL2_16 (custom height) To be field measured	CLARIDGE 3' 3-3/4" X 16' EZ FIT LCS PORCELAIN PANEL
4	Custom Height x 8'	EZ Stick Skin	EZ Stick Skins 3'6' x 8'	CLARIDGE 3' 6" X 8' EZ SKIN LCS PORCELAIN PANEL

<b>District 23 Claridge</b>	Whiteboard	<b>Replacement</b>	Listing by Building:

Betsy Ross Elementary		Anne Sullivan		Eisenhower	
Part	Qty.	Part	Qty.	Part	Qty.
LCS2406R	3	LCS2406R	1	LCS2406R	3
LCS2408R	3	LCS2408R	3	LCS2408R	9
LCS2410R	0	LCS2410R	1	LCS2410R	1
LCS2412R	9	LCS2412R	4	LCS2412R	1
LCS2416R	8	LCS2416R	13	LCS2416R	0
844N	8	74EZ X 6' 3"	1	EZL248	1
74EZ X 6' 3"	3	74EZ X 8' 6"	3	EZL2416	2
74EZ X 8' 6"	3	74EZ X 10' 6"	1	EZL2416	
74EZ X 10' 6"	0	74EZ X 12' 6"	4	(custom height)	3
74EZ X 12' 6"	3	74EZ X 17' 0"	15		
74EZ X 17' 0"	14	EZ Stick Skins 3'6' X 8'	4		

Vendors will be required to provide a cost per building (Ross & Sullivan) for all requested components, <u>including installation</u>. **Eisenhower boards are <u>purchase ONLY</u>**. The final listing may vary slightly from quantities shown on bid. The District reserves the right to adjust their quantity requirements in accordance with budgetary allowances.

Vendor is to mechanically install new whiteboards, tackboards, and tackstrips. Location of boards specified on attached drawings. No adhesives shall be used for the installation of the products listed above. Any damages to walls/doorways is to be repaired/repainted at the sole expense of the vendor.

Vendor is to clean and dispose of any dust or debris created from the installation of the new whiteboards, tackboards, and tackstrips.

- Betsy Ross School
  - Bottom of whiteboard installation height shall be 2'4" A. F. F.
- Anne Sullivan School
  - Bottom of whiteboard installation height shall be 2'8" A. F. F.

Horizontal positioning to be determined in walkthrough with awarded vendor

ALL components must be Claridge - Greenguard Certified, Deluxe Markerboards, LCS Porcelain, Color: White, Magnetic, Non-Ghosting and Projectable with Low Reflectivity with a Lifetime Warranty. <u>No Substitutions</u> will be allowed!

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION BID SUMMARY SHEET

We, the undersigned bidder, having familiarized ourselves with the specification requirements, guarantee that in the event the Board was to recommend any products being awarded to the stated company, the products supplied will meet bid specification brands, the delivery will meet requirements, and the product will be packaged as specified. The District's goal is to award to a single vendor based on the lowest combined total. Purchase orders will be required and may be split by building.

Submitted by Vendor:	
Representative Signature:	
Representative Printed Name:	
Address:	
Phone Number:	
Years in Business:	
Vendor's Website:	

Vendor will **<u>guarantee</u>** to ship complete orders within \_\_\_\_\_\_ days of receipt of order.

Whiteboard Replacement Proposed Costs			
Building	Equipment Total	Installation Total	Combined Total (Equipment + Install)
Eisenhower		\$00.00 Board Purchase ONLY!	
Ross			
Sullivan			
TOTAL (All Lines)			

VENDOR TOTAL (ALL EQUIPMENT & INSTALLATION AT ALL SITES):

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>CERTIFICATIONS</u>

- **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. 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.
- **4. 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.
- **5. 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 sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. District 23 is in full compliance with this law.
- **6. NO SMOKING CLAUSE** Bidder agrees that he will abide by the District 23 no smoking policy while on all District sites.
- **7. 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.
- **8. 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.

**9. 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 Prospect Heights 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 School District 23.

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

Signature	Bidder/Contractor
Firm	Phone/Fax
Address	E-mail
City, State, Zip	Date

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>REFERENCE LISTING</u>

In order to determine the ability of the bidder to fulfill bid requirements, all bidders must furnish reference information as requested. Please provide <u>name, address and phone</u> information for four current/recent clients and include the type of services provided. Prior work experience with school districts and/or municipalities is preferred. If additional reference information is requested, it will be indicated in the Specifications as attached. Please complete references in accordance with project specifications.

Customer Name	
Contact	
Phone Number	
Description of Work_	
Date of Completion	
Customer Name	
Contact	
Phone Number	
Description of Work_	
Customer Name	
Contact	
Phone Number	
Description of Work	
Date of Completion	
Customer Name	
Contact	
Phone Number	
Description of Work	
Date of Completion	

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>CHECKLIST FOR VENDORS</u>

- 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 Form?
- Is the envelope sealed and clearly marked as required?
- Have you made arrangements to submit samples if required?

#### PROSPECT HEIGHTS SCHOOL DISTRICT 23 CLARIDGE WHITEBOARD PURCHASE AND INSTALLATION <u>"NO BID" RESPONSE QUESTIONNAIRE</u>

#### 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 <u>amcpartlin@d23.org</u>

- \_\_\_\_\_ 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:	
1 7	
Phone:	
Fax:	
Email:	