



INVITATION TO BID

Prospect Heights School District 23 will accept sealed bids for:

2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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, 1:00 PM on Tuesday, March 25, 2025

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

“2025 STRIPING, CRACK FILLING, AND CONCRETE BID ”

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT SERVICES
INVITATION TO BID

The Board of Education of Prospect Heights School District 23 invites sealed proposals for 2025 STRIPING, CRACK FILLING AND CONCRETE SERVICES at all sites in Prospect Heights School District 23. All bid documents may be obtained by contacting the District's Business Office. **There will be a MANDATORY pre-bid meeting for all interested bidders at 11:00 AM on Tuesday, March 18, 2025 at the Grodsky Administration Building, 700 N. Schoenbeck Road, Prospect Heights, IL 60070.**

Sealed bids must be marked: "2025 STRIPING, CRACK FILLING AND CONCRETE 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 **1:00 PM on Tuesday, March 25, 2025**. Proposals may not be submitted via fax or email. Late proposals will not be considered.

Prospective contractors are responsible for visiting properties prior to submitting a proposal. The proposal will be approved at the April 10, 2025 Board of Education Meeting. Any questions will be answered via addendum and shared with all attendees.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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 bid, 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 & TAXES

- A. Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described.
- B. The Board is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Taxes, and any federal transportation tax. The Contractor will be responsible for payment of any such taxes applicable to its purchase of goods.

14. 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.

15. 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.

16. HOLD HARMLESS AND INDEMNIFICATION

The Contractor indemnifies, holds harmless, and waives any possible claim that it might have, or any possible claim of any of its officers, agents, employees or invitees, against the District on account of any loss, alleged loss, or damage to the personal property or business property of the Contractor or any of its officers, agents, employees or invitees whether by theft, loss or damage, occasioned by any employee, agent, the officer of the District or any student or invitee of the District.

Furthermore, the Contractor hereby indemnifies the District against any and all damage, loss, cost, and attorney's fees occasioned by the claim of any officer, agent, employee, student, or invitee of the District against the District arising out of any theft, loss or damage to the personal property of any officer, agent, employee, student or invitee of the District, which loss, theft or damage is determined to be on account of either the negligent, intentional or criminal act of any officer, agent, employee, or invitee of the Contractor.

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.

17. 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.

18. VENDOR'S AGREEMENT

- A. 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.
- B. 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.
- C. 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.

19. SERVICE PROVIDER IDENTIFICATION NUMBER

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

20. DISQUALIFICATION

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

21. EXAMINATION OF DOCUMENTS AND SITES

- A. Before submitting a proposal for work on any project, each bidder shall carefully examine the project sites and the contract documents, fully informing itself of existing conditions and limitations of the project sites.
- B. 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.

22. DAMAGES TO PROPERTY

- A. While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants, or any other fixtures, structures, equipment or flooring. All surfaces/furnishings not being painted must be fully protected. Any damages caused by the Contractor shall be repaired or replaced at the discretion of the District.
- B. The District may authorize the 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.

23. SITE CLEANUP

The Contractor shall, daily and at the completion of the work, at each site/location, remove and dispose of all rubbish, surplus materials, equipment, etc., and shall leave the site/locations clean and in good order.

24. SAFETY

The Contractor is responsible for maintaining safe conditions for the duration of the contract. Any precautionary measures, necessary warning signs, etc., required to assist the Contractor and address safety concerns of the District shall be provided at the Contractor's expense.

25. INSURANCE

- A. Within ten (10) days after bid award, Certificates of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the Asst. Superintendent for Finance & Operations.
- B. The Contractor shall provide and maintain insurance in the amounts not less than the amounts as outlined below with companies acceptable to the District and authorized to do business in Illinois and with at least an "A VII" rating from A.M. Best Company.
- C. The Contractor shall purchase and have in force the insurance coverage listed below. The Contractor shall provide a certificate of insurance on a form acceptable to the District evidencing the required insurance.
- D. Each policy shall be amended to include as additional named insured on a primary and noncontributory basis: Prospect Heights School District 23, the Board of Education of Prospect Heights District 23, Cook County, Illinois, its Board Members, officers, agents, volunteers, and employees. Certificates must be on file at the District Office prior to the release of any payments to the Contractor. Upon request of the Board, the Contractor shall provide a copy of the requested policy.

Workers Compensation Insurance:

- ◆ Coverage A - Illinois Statutory Limits
- ◆ Coverage B - Employers Liability \$1,000,000 Limit
- ◆ A waiver of subrogation in favor of SD23 shall be included

Automobile Liability Insurance

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

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
- Umbrella or Excess Liability Insurance for All Risks:**
- ◆ \$5,000,000 for bodily injury and property damage
- Cyber Liability**
- ◆ \$1,000,000 per Instance

E. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

26. PERSONNEL

If any person employed on the work site be intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed to cease work and vacate the job site immediately.

27. ASSIGNMENT OF SUB-CONTRACTING

The successful bidder shall not, without written consent of the Asst. Superintendent and the Director of Operations, make any assignment of sub-contract for the execution of the work hereby quoted. The Contractor shall be the prime contractor for crack filling and sealcoating services, and have a business location within 75 miles of the job site.

28. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (PERFORMANCE BOND WILL BE REQUIRED!)

- A. Within ten (10) days of the Notice of Award, the successful Contractor shall enter into a formal contract with the Board of Education and shall provide a Performance and a Labor and Material Payment Bond, each in the full amount of the contract.
- B. The bonds shall be in accordance with AIA Document A311. The Contractor shall pay the cost of premiums for said bonds. The bonds shall be signed and sealed by an authorized representative of the bonding company and authorized officer or representative of the Contractor. If the signers of the bonds are not officers of the Contractor, a certificate of the authority of those signing the bonds, shall be attached.
- C. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by it pursuant to the contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.
- D. The Performance Bond and the Labor and Material Payment Bond herein provided shall be placed with a surety company or companies having a policyholders' rating not lower than "A" and a financial rating not lower than "AAA" in Best's Insurance Guide (current edition). Companies must be licensed in the State of Illinois and shall show evidence of the same.

29. NON-DISCRIMINATION

- A. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The

Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et. seq. and rules and regulation promulgated thereunder.

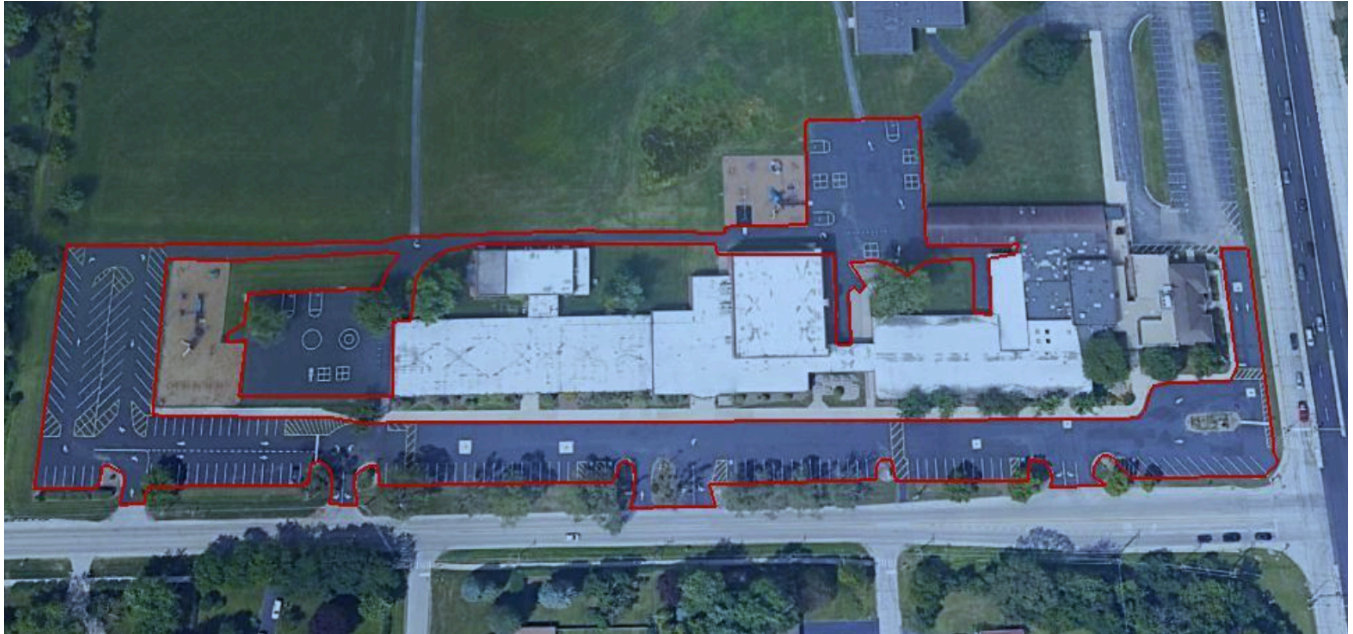
- B. The following provisions of this Section are included in these bid documents pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code, and the Contractor shall be required to comply with these provisions only if and to the extent they are applicable under the law.
- C. As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of the contract, the Contractor agrees as follows:
 - i. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, or an unfavorable discharge from military service or arrest record status or sexual orientation; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - ii. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - iii. That, in solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, sexual orientation, or an unfavorable discharge from military service.
 - iv. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such

Acts and Rules, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- v. That it will submit reports as required by the Department's Rules, furnish all relevant information as the reports may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
 - vi. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
- D. The Contractor will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner, as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further, it will promptly notify the contracting agency and the Department in the event any subcontractor fails to or refuses to comply therewith. Also, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT SERVICES
SPECIFICATIONS

BETSY ROSS, ANNE SULLIVAN & GRODSKY ADMINISTRATION BUILDING -
STRIPING, CRACK FILLING & CONCRETE REPLACEMENTS:



STRIPING SERVICES:

- Contractor is responsible for field verifying quantities and layout.
- Restripe per existing layout.
- Restriping completed in yellow or white material meeting or exceeding Illinois State Specifications M-122-96.
- 126 White Stripes
- 800 Linear Feet of Yellow Striping
- 250 Linear Feet of White Striping
- 5 Handicap Blue Boxes
- 5 Van Access
- 31 Arrows
- 2 “Enter Only” Lettering
- 2 “Exit Only” Lettering
- 3 Crosswalk
- Playground Area:
 - 7 Four Square
 - 1 Hopscotch
 - 5 Free Throw
 - 2 Circles
- 838 linear feet of yellow curbing

CRACK SEALING SERVICES:

- Includes major transverse and reflective cracks 1/4" wide and greater.
- Seal: Material design is Sealmaster TM Supreme or comparable product.
- Material will be heated with an oil jacketed crack sealing system.
- Material is then applied into the base of the crack by speed bander to ensure material seals the base of the crack (material may potentially bend over the top/surface of the pavement).

CONCRETE SIDEWALK REPLACEMENTS

- Requested for areas in red as shown on the map below.
- Contractor is responsible for field verifying quantities and layout.
- Sawcut around failed concrete.
- Remove failed concrete
- Dispose of spoils at an approved dump site.
- Form area for concrete installation.
- Install concrete (6 bag mix 4,000 PSI / fiber mesh material).
- Broom finish concrete.

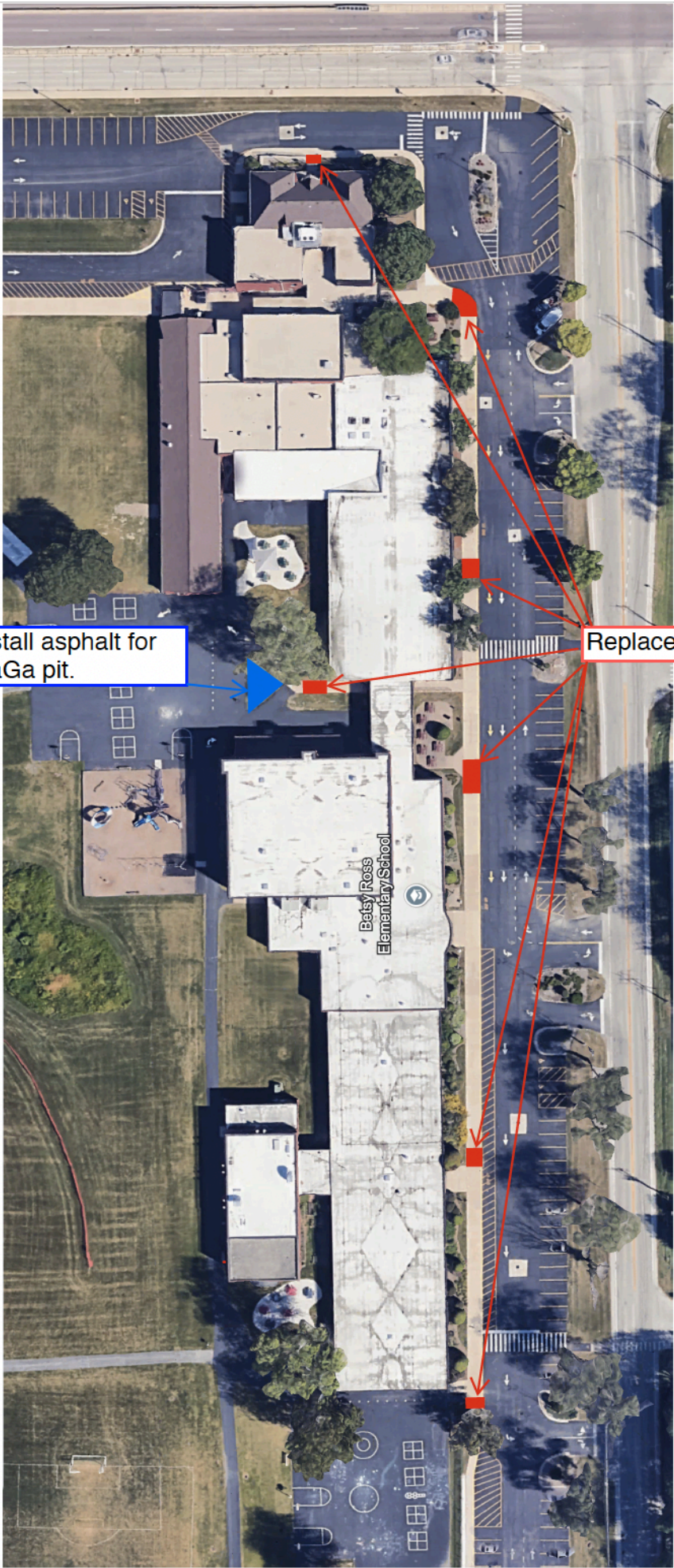
ALTERNATE 1

ASPHALT INSTALL - GAGA BALL PIT

- Shown in blue on map below
- Contractor is responsible for field verifying quantities and layout.
- Remove section of turf.
- Dispose of spoils at an approved dump site.
- Install gravel base.
- Install new asphalt (hot mix asphalt).
- Compact to match existing level.
- Review location (marked in blue) on overview provided.

Install asphalt for
GaGa pit.

Replace concrete



MACARTHUR MIDDLE SCHOOL STRIPING & CRACK FILLING SERVICES:

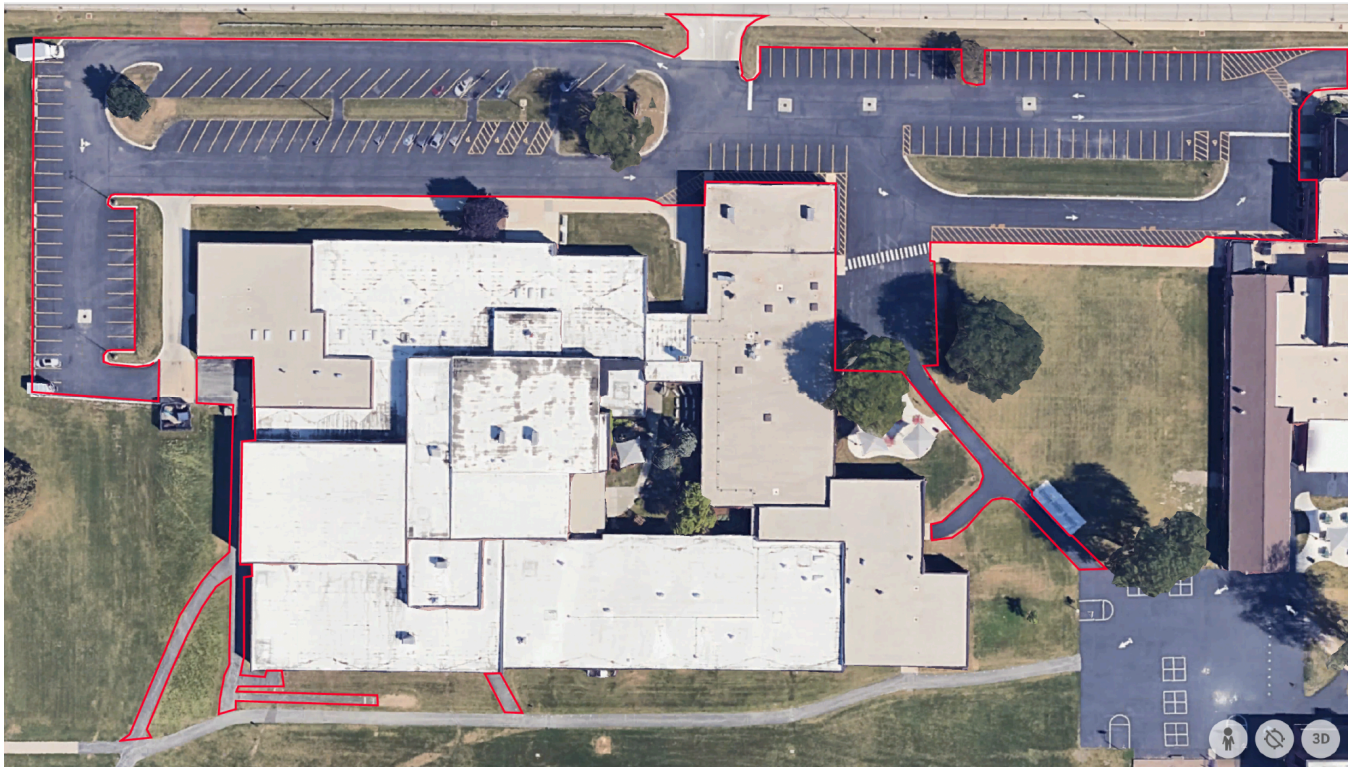
STRIPING SERVICES:

- Restripe per existing layout.
- Restriping completed in yellow or white material meeting or exceeding Illinois State Specifications M-122-96.
- 120 White Stripes
- 500 Linear Feet of Yellow Striping
- 5 Handicap Symbols
- 5 Van Access
- 11 Arrows
- 3 Crosswalk
- 500 Linear Feet of Yellow Curbing

CRACK SEALING SERVICES:

- Includes major transverse and reflective cracks 1/4" wide and greater.
- Seal: Material design is Sealmaster TM Supreme or comparable product.
- Material will be heated with an oil jacketed crack sealing system.
- Material is then applied into the base of the crack by speed bander to ensure material seals the base of the crack (material may potentially bend over the top/surface of the pavement).

MACARTHUR MIDDLE SCHOOL - PROJECT OVERVIEW



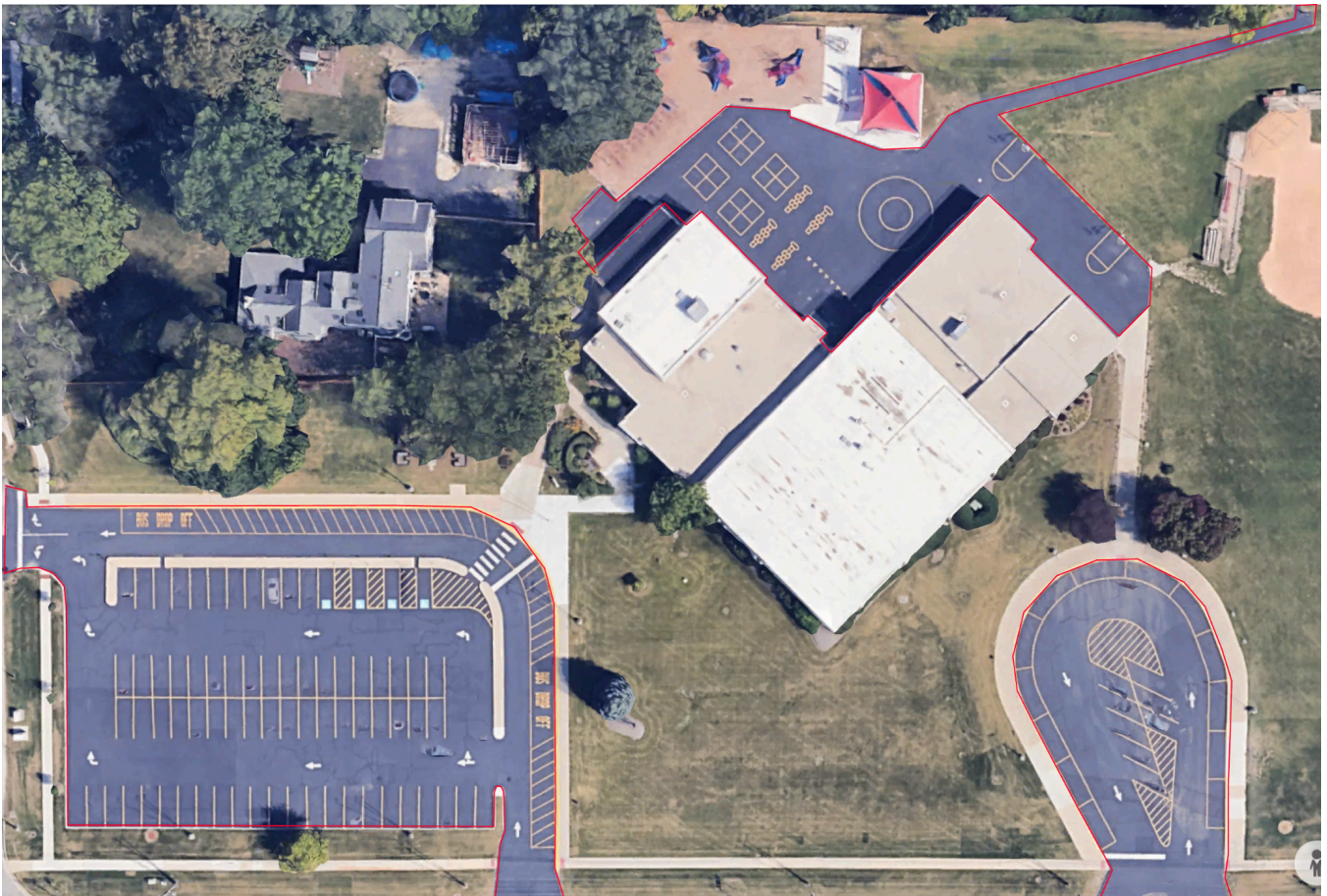
EISENHOWER ELEMENTARY SCHOOL - STRIPING SERVICES

ALTERNATE 2

STRIPING SERVICES:

- Contractor is responsible for field verifying quantities and layout.
- Restripe per existing layout.
- Black out old striping showing through the seal coat.
- Restriping completed in yellow or white material meeting or exceeding Illinois State Specifications M-122-96.
- Yellow Striping
- White Striping
- Handicap Parking
- Arrows
- Lettering
- Crosswalk
- Playground Area
- yellow curbing.

EISENHOWER SCHOOL PROJECT OVERVIEW:



PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT SERVICES
BID PROPOSAL FORM

All work shall be scheduled in advance with the Director of Operations. Potential work dates are: **July 16 - August 6, 2025**. 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 project:

- | | |
|---|----------|
| 1. Concrete Repairs - Betsy Ross, Anne Sullivan Schools | \$ _____ |
| 2. Striping, Crack Filling at Betsy Ross, Anne Sullivan & Grodsky Administration Building | \$ _____ |
| 3. Striping, Crack Filling at MacArthur Middle School | \$ _____ |

TOTAL BASE BID (ALL SITES):	\$ _____
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ALTERNATES (May be Awarded Based on Budgetary Availability):

- | | |
|---|----------|
| 1. Alternate 1, Gaga Pit Asphalt Install - Anne Sullivan School | \$ _____ |
| 2. Alternate 2, Striping Services - Eisenhower School | \$ _____ |

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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 HARASSMENT 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 - In accordance with State and Federal law and Board policy, the use of drug, alcohol, and tobacco products on school property is prohibited. Bidder agrees that he, his employees and subcontractors, will abide by this 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. BID RIGGING AND BID ROTATING - As required by the Criminal Code, 720 ILCS § 5/33E-11, the firm 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 firm agrees that if this certification is false, the District may declare the contract void.
12. 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.

13. CRIMINAL BACKGROUND CHECK AND SEX OFFENDER 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.

Pursuant to the Illinois Criminal Code, 720 ILCS 5/11-9.3, it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen (18) are present without the specific notice to and permission of the Superintendent or Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law.

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.

The vendor shall ascertain that its employees and subcontractors providing services to the Board are notified of this law and that said employees and subcontractors are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor.

14. 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, with any questions.

15. FREEDOM OF INFORMATION ACT COMPLIANCE - The District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted to the District may be subject to disclosure to third parties in accordance with FOIA. If any firm requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to an FOIA request, such firm must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the firm, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the firm at the time of submission to the District will be presumed to be open to public inspection. The firm may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the firm in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to an FOIA request. The firm waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with, or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the firm agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the firm has been engaged to perform on behalf of the District.

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
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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: _____

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

PROSPECT HEIGHTS SCHOOL DISTRICT 23
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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
2025 STRIPING, CRACK FILLING, AND CONCRETE REPLACEMENT 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: _____