

**REQUEST FOR BID
FINE ARTS DEPARTMENT SOUND ABSORBING FINISHES
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

DATE: August 7, 2017

FROM: Nick Gehl
Fine Arts Department

for

EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202
1600 DODGE AVENUE
EVANSTON, ILLINOIS 60201

TO:

THE UNDERSIGNED:

1. Acknowledges receipt of

a. CONTRACT DOCUMENTS: 2017 Fine Arts Sound Absorbing Finishes

for

Evanston Township High School
District 202
1600 Dodge Avenue
Evanston, Illinois 60201

Due: Tuesday, August 29, 2017 at 10:00 am in room H-114 of the high school

b. DRAWINGS: If applicable

c. ADDENDA: No. _____ Dated _____, 2017

No. _____ Dated _____, 2017

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2. Having examined the Project, including Scope of Work, and Specifications, as prepared by the Owner, the Contractor hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the contract documents and such additional work as may be included as related requirements in other divisions or sections of the specifications.
3. Agrees:
- a. To furnish and/or install the described material and/or services for stated lump sum price.
 - b. To accept the provisions of the General Conditions of the contract and specifications and disposition of bid security.
 - c. To hold this bid open until forty-five (45) calendar days after bid opening date.
 - d. To enter into and execute a contract with the Owner, and in connection therewith to:
 - i. Furnish all bonds and insurance required by the Contract documents
 - ii. Accomplish the work in accordance with the contract.
 - iii. Complete the work according to the project schedule.
 - e. To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless Owner, any Owner's Representative, the Architect and their agents, consultants and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (these are collectively referred to as "claims") is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in this Contract.

"In any and all claims by an employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts."

- f. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board; nor shall such consent relieve the Contractor from his obligations, or change the terms of the contract. The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Board having first been obtained. Transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Board is concerned.
- g. If the Contractor fails to perform the service within the specified time schedules, or shall perform the service otherwise than in accordance with the specifications stated herein, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof, or shall make an assignment for the benefit of creditors, the Board shall give notice in writing to the Contractor of his surety of such default, specifying the same, and if the Contractor, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the Board shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, or may enter into a new

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contract for the completion of the service, or may use such other methods as in the opinion of the Board shall be required for the completion of the service in an acceptable manner.

"Claims, damages, losses and expenses" as these words are used in this Contract shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, including those covered in the Illinois Structural Work Act whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in defense of the claim or in bringing an action to enforce the provision of this Indemnity or any other indemnity contained in the Contract Documents; and (3) all costs, expenses, lost time, opportunity costs, etc. incurred by the party being indemnified or its employees, agents or consultants."

The foregoing remedies of the Board, whether exercised or not in case of default by the Contractor, shall not exclude, or constitute a waiver of, any remedies otherwise provided by law or in equity.

- h. The Board reserves the right to reject any proposal and to disregard informalities and irregularities in the bids and bidding when, in its opinion, the best interest of the Board will be served. Contracts shall be awarded to the lowest responsive, responsible bidder meeting all specifications

General Conditions:

- A. **Schedule of Work:** All products must be completed and delivered **over winter break between December 25 - January 5, 2018.**
- B. **Liquidated Damages:** The contractor acknowledges and agrees that time is of the essence of this Contract.

The Owner and Contractor acknowledge and agree that because damages may be difficult to ascertain in a precise amount, Owner will be entitled to liquidated damages of the greater of \$250 per day or 1/2 of 1% of the Contract Sum per day for each day the Contractor has not delivered the equipment after January 5, 2018, or if such date is not herein specified, the date indicated for completion in the Agreement.

- C. **SAMPLES:** Apparent low bidder shall furnish, at no cost to the District, a representative sample of each product bid within three (3) days of Bid Opening Date
- D. **DELIVERY:** Delivery shall be made FOB Evanston Township High School loading dock between 7:00 AM and 2:00 PM., by December 20, 2017 and stored in a designated area by Owner.
- E. **INQUIRIES:** Any questions regarding this project scope should be directed to Nick Gehl, (Fine Arts Chairperson) at 847-424-7140, for questions regarding the bid process, please contact Kimberly Henry, Business Services, at (847) 424.7311.

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REQUEST FOR PROPOSAL FOR SOUND-ABSORBING FINISHES WITHIN MUSIC ROOMS

PART 1 - GENERAL

1.1 INTRODUCTION

- A. This document is a Request for Proposal (RFP) for the final design, procurement, and installation for sound absorbing finishes within the Band Rehearsal Room, Instrumental Rehearsal Room, Choral Rehearsal Room, and Jazz Rehearsal Room at Evanston Township High School.
- B. General requirements for total quantity of sound absorbing finishes, type of finishes and sound absorption requirements, and approximate distribution of finishes are identified within this RFP. The successful contractor will be responsible for determining the final locations of finishes, mounting details, coordination with existing conditions, demolition and disposal of removed materials, coordination with Client preferences, and meeting the requirements of this RFP. Furthermore, the bidding contractor shall be responsible for meeting code and safety requirements, and resolving other design considerations.

1.2 REFERENCE STANDARDS AND ORGANIZATIONS

- A. ASTM C423-09a "Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method"
- B. Evanston Township High School District 202, referred to as the Client.

1.3 SUMMARY

- A. This RFP includes acoustic panels of a glass fiber composition. Types include:
 - 1. Fabric-wrapped Acoustic Panels: nominally 2-inch and 4-inch thick sound absorbing panels with fabric facing.
 - 2. Acoustical Ceiling Tile: ¾-inch thick, 2 x 2-foot glass fiber lay-in panels.

1.4 PRE-PROPOSAL REQUIREMENTS

- A. Per Addendum #2 of this RFP, no on-site visit or meeting is required prior to submitting a proposal. Descriptions and photographs of the spaces are available in this document and Addendum #2.

1.5 SUBMITTALS

- A. At the time of bidding as part of your Proposal, submit the following to the Client:
 - 1. General information regarding the Fabric-wrapped Acoustic Panels planned for installation including the panel manufacturer, general cut-sheet information including information regarding the substrate and fabric, standard fabric color choices, statements confirming the acoustic performance requirements will be met, and general information regarding intended mounting methods.
 - 2. General information regarding the Acoustic Ceiling Tiles planned for installation including the panel manufacturer, general cut-sheet information including information regarding the substrate and finish, statements confirming the acoustic performance requirements will be met, confirmation that a coplanar ceiling surface will result, and general information regarding intended installation methods.
 - 3. General time schedule for the execution of the requirements of the RFP, including the identification of Client responsibilities and timetable relating to building access, decision-making, and other matters not within control of the bidding contractor.
- B. Prior to procurement and installation of Fabric-Wrapped Acoustic Panels, submit the following to the Client for review and approval by the Client:
 - 1. Sample of a minimum 1 x 1-foot panel of each type with the selected color and finish for verification by the Client.

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2. Results of tests performed by a recognized independent acoustical testing laboratory indicating that a laboratory installation of the Fabric-Wrapped Acoustic Panels with an "A" mounting and the Acoustical Ceiling Tile with a "E-400" mounting have met or exceeded the sound absorption values required per this specification.
3. Drawings which show:
 - a. Elevations at ¼-inch equals one foot of all four walls for all four music rooms which indicate the locations of Fabric-Wrapped Acoustic Panels in coordination with existing elements and meeting the requirements of this RFP.
 - b. Mounting details for Fabric-Wrapped Acoustic Panels.
 - c. Reflected Ceiling Plans at ¼-inch equals one foot of all ceilings for all four music rooms which indicate the locations of Acoustical Ceiling Tile in coordination with existing elements and meeting the requirements of this RFP.
 - d. Installation details for Acoustical Ceiling Tile showing coordination with the existing Tee-Bar systems and coplanar alignment with existing panels.
4. Final schedule for the execution of the requirements of the RFP.

PART 2 - PRODUCT

2.1 MANUFACTURERS

- A. Fabric-Wrapped Acoustic Panels: As indicated in Addendum #3, products by one of the suppliers listed below is preferred, however, other products of equal performance can be submitted if acoustic performance requirements are met as indicated in Section 2.3 PERFORMANCE.
 1. Acentus Inc., LaCross, WI – www.acentusinc.com
 2. Conwed, Ladysmith, WI – www.conweddesignscape.com
 3. Decoustics Limited, Toronto, ON – www.decoustics.com
 4. ESSI Acoustical Products, Cleveland, OH – www.essiacoustical.com
 5. Kinetics Noise Control, Dublin, OH – www.kineticsnoise.com
 6. Lamvin, Inc., Oceanside, CA – www.lamvin.com
 7. MBI Products Company, Cleveland, OH – www.mbiproducts.com
 8. Perdue Acoustics, Amarillo, TX – www.perdueacoustics.com
 9. Whisper Walls, Aurora, CO – www.whisperwalls.com
- B. Acoustical Ceiling Tile: As indicated in Addendum #3, products by one of the suppliers listed below is preferred, however, other products of equal performance can be submitted if acoustic performance requirements are met as indicated in Section 2.3 PERFORMANCE.
 1. Optima Vector, Armstrong <http://www.armstrong.com/commceilings>
 2. Symphony F, Certaineed, Valley Forge, PA, www.certainteed.comAcentus Inc.,
 3. Sonar, Rockfon, Chicago, IL, www.rockfon.com
 4. Premier Nubby, USG, Chicago, IL, www.usg.com

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2.2 GENERAL

A. Fabric-Wrapped Acoustic Panels

1. Panels shall be of glass or mineral fiber with a density of 4 to 7 pounds per cubic foot. Bonded to this on the front side shall be a 1/8 inch thick 10 pounds per cubic foot glass fiber board (if glass fiber core material is used). Edges of the panels shall be reinforced with resin or shall be protected with a framing strip, in order to make the panels damage resistant, inert, and dimensionally stable. Unless specified otherwise, edges shall be true and square.
 - a. Type "2" – Nominally 2 inches thick
 - b. Type "4" – Nominally 4 inches thick
2. The minimum dimensions of width and height for all panels, or side-by-side panels, is 3-feet. Where coordination with other existing elements permit, larger panel dimensions shall be used. The maximum dimensions for any single panel, or side-by-side panels, is 4-feet by 8-feet.
3. Facing materials shall be porous and shall be applied to produce a flat panel with tight finish and free from sags and wrinkles. Finish shall be returned around the edges and to rear face with double-cut butt seams. Panel construction shall not be visible through finish. Fabric facing shall be Guilford of Maine FR701 fabric in color selected by Client. Up to two colors choices shall be provided according to direction by the Client.
4. The fabric facing, the glue thickness, and the glue application method for the supplied panels shall be consistent with fabric-wrapped acoustic panels tested per the Performance section below.
5. Panels shall be mounted with panel clips, continuous wall clips or with adhesive, as recommended by the manufacturer and as directed by the Client.
6. The manufacturer shall guarantee that factory-supplied mounting hardware will not delaminate from the panel for a period of two years. Should the factory-supplied mounting hardware delaminate from the panel within this period, the manufacturer shall replace the panel at no cost to the Client.

B. Acoustical Ceiling Tile

1. Panels shall be of glass or mineral fiber of 3/4-inch thickness to 1-inch thickness with a density of 3 to 5 pounds per cubic foot.
2. Edges shall be true and square and coordinate with the existing Tee-Bar system to result in a ceiling surface that is co-planar with existing ceiling tiles, 1/8-inch±.

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2.3 PERFORMANCE

A. Fabric-Wrapped Acoustic Panels

1. Material shall meet or exceed the sound absorption values listed below (testing according to ASTM C-423-09a "A" Mounting):

Octave Band Center Frequency (Hz)	125	250	500	1000	2000	4000
Type "2"	0.30	0.65	0.90	0.95	0.95	0.95
Type "4"	0.75	0.90	0.95	0.95	0.95	0.95

B. Acoustical Ceiling Tile

1. Material shall meet or exceed the sound absorption values listed below (testing according to ASTM C-423-09a "E-400" Mounting):

Octave Band Center Frequency (Hz)	125	250	500	1000	2000	4000
Acoustical Ceiling Tile	0.70	0.75	0.75	0.90	0.95	0.95

PART 3 - EXECUTION

3.1 Final Design Guidelines

- A.** When establishing the layout of the Fabric-Wrapped Acoustic Panels, the following design guidelines shall be utilized:

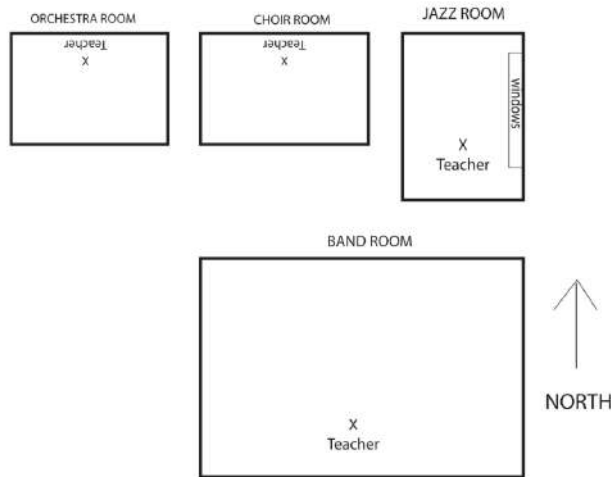
1. The quantity, type, and location of Sound Absorbing Finishes for each space shall be as noted below.
2. Panels shall be located on the wall surface as generally directed below. Unless noted otherwise, Panels shall be as uniformly distributed as possible based on existing conditions.
3. Unless noted otherwise, mid-height wall locations for Panels should be favored. Except possibly in the Band Rehearsal Room, the lowest height position of panels is 2-feet above finished floor.
4. Panels planned for installation into the Choral Room shall be placed in locations that are not in conflict or overlap with a future (Not in Contract) retractable acoustic curtain. Panels planned for installation within the Choral Room shall not be located on walls within 5-feet of the ceiling.
5. Fabric-Wrapped Acoustic Panels are planned for installation on a portion of the ceiling within the Band Rehearsal room, as noted below. These Panels shall be installed on the ceiling surfaces surrounding the lighting fixtures at the east and west ends of the room. Panels should not be installed on the center sections of the ceiling.

- B.** When establishing the layout of the Acoustic Ceiling Tiles, the following design guidelines shall be utilized:

1. The quantity, type, and location of Acoustic Ceiling Tiles shall be as noted below. Acoustic Ceiling Tiles are planned for installation within the Instrumental Rehearsal and Choral Rehearsal rooms.
2. Acoustic Ceiling Tiles shall not be located at the center of the room.
3. Acoustic Ceiling Tiles shall not be located within 2'-0" from a wall.

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4. Acoustic Ceiling Tiles shall be located at intermediate distances between the walls and the center of the room. Acoustic Ceiling Tiles should be placed within the range of 2'-0" to 7'-6" from the walls.
 5. Where possible, a two-by-two grouping of Acoustic Ceiling Tiles shall be favored, resulting in sound absorbing ceiling sections nominally 4-feet by 4-feet in size.
- C. The following diagram identifies assumed North for the quantity distribution of sound absorbing finishes within the music spaces:



1. 3.2 Quantity, Type, and Location of Sound Absorbing Finishes within the Band Rehearsal Room:

- A. Fabric-Wrapped Acoustic Panels: A total of 1370 square feet (face area) of Fabric-Wrapped Acoustic Panels shall be installed within this space. All panels shall be Type 4. The panels shall be distributed as follows:

Surface	Area of Type 4 Panels (square feet)
North Wall	360
South Wall	130
East Wall	120
West Wall	60
Ceiling	700

- 3.3 Quantity, Type, and Location of Sound Absorbing Finishes within the Orchestra Rehearsal Room:

- A. Fabric-Wrapped Acoustic Panels: A total of 720 square feet (face area) of Fabric-Wrapped Acoustic Panels shall be installed within this space. All panels shall be Type 4. The panels shall be distributed as follows:

Surface	Area of Type 4 Panels (square feet)
North Wall	260
South Wall	110
East Wall	175
West Wall	175

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- B. Acoustical Ceiling Tile: A total of 1000 square feet of Acoustical Ceiling Tile shall be installed within the existing Tee-Bar grid within this space.

3.4 Quantity, Type, and Location of Sound Absorbing Finishes within the Choral Rehearsal Room:

- A. Fabric-Wrapped Acoustic Panels: A total of 100 square feet (face area) of Fabric-Wrapped Acoustic Panels shall be installed within this space. All panels shall be Type 2. The panels shall be distributed as follows:

Surface	Area of Type 2 Panels (square feet)
North Wall	100

- B. Acoustical Ceiling Tile: A total of 600 square feet of Acoustical Ceiling Tile shall be installed within the existing Tee-Bar grid within this space.

3.5 Quantity, Type, and Location of Sound Absorbing Finishes within the Jazz Rehearsal Room:

- A. Fabric-Wrapped Acoustic Panels: A total of 350 square feet (face area) of Fabric-Wrapped Acoustic Panels shall be installed within this space. All panels shall be Type 4. The panels shall be distributed as follows:

Surface	Area of Type 4 Panels (square feet)
North Wall	100
South Wall	100
East Wall	0
West Wall	150

3.6 General Installation Guidelines

- A. The installing contractor shall examine all surfaces and report all unsatisfactory conditions or coordination matters in writing to the Client. The work shall not proceed until unsatisfactory conditions are corrected.
- B. Remove building elements on walls as approved by the Client.
- C. Remove and discard existing ceiling tiles in locations intended for new Acoustical Ceiling Tile.
- D. Provide panels where indicated herein and in the thickness and finish indicated on above utilizing approved mounting methods.
- E. All work shall be complete in every detail, and the finished work shall be clean and adjusted for the Client prior to final acceptance.
- F. Coordinate with the Client and their consultants regarding the installation and final review of sound absorbing products

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Bid Submission

1. Base bid break out

a.	Band room	\$ _____
b.	Instrumental room	\$ _____
c.	Choral room	\$ _____
d.	Jazz room	\$ _____

Grand Total \$ _____

The Bid respectfully submitted the _____ of _____, 2017.

(date) (month)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____ TELEPHONE _____

NAME OF REPRESENTATIVE _____

AUTHORIZED SIGNATURE _____ DATE _____

Where Bidder is a Corporation, Add Corporate Seal Here:

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CERTIFICATIONS AND AFFIDAVITS:

CERTIFICATE OF ELIGIBILITY TO CONTRACT. Pursuant to Section 33 E-11 of the Illinois PART 4 - Criminal Code of 1961 as amended, 720 ILCS 5/33E-1 et seq., contractor hereby certifies that neither they nor any of the officers, partners, or owners of this business have been convicted in the past five years of the offense of bid-rigging under Section 33 E-3, nor bid- rotating under Section 33E-4, nor bribing or attempting to bribe an officer or an employee of the State of Illinois, or Made an admission of guilt or such conduct which is a matter of record.

Initials:_____

PART 5 - CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT. Pursuant to Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq. having twenty-five or more employees, contractor does hereby certify that they shall provide a drug- free workplace for all employees engaged in the performance of work under this contract by complying with Illinois Drug-Free Workplace Act, and, further certifies that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug- Free Workplace Act.

Initials:_____

CERTIFICATE REGARDING SEXUAL HARASSMENT POLICY. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105), contractor certifies they have a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and compliant process available through the Department of Human Rights Commission; (vi) directions of how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Initials:_____

CRIMINAL BACKGROUND INVESTIGATIONS. Contractor shall cause or permit criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Contractor's, and Contractor's subcontractors', employees and officials who may be present at the job site or otherwise have contact with Owner's students. Contractor will not permit any such official or employee to perform services under the Agreement unless (i) the criminal background investigation has been completed for the official or employee; and (ii) the official or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section10-21.9. Further, Contractor shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730ILQS1501 *et seq.*

Initials:_____

OSHA REGULATIONS. The Contractor is responsible as an employer to comply with OSHA Regulations regarding safety to workers at the worksite. This includes, but is not limited to, compliance to provisions of the Code of Federal Regulations, (29 CFR 1926 Construction Standards.

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EQUAL EMPLOYMENT OPPORTUNITY

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.

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.

- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- D. The Contractor shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and because the Owner is a public body the Contractor shall fully comply with the Human Rights Act, section 775 ILCS 5/2-105, entitled "Equal employment opportunities - Affirmative action". Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex age or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminating, rates of pay or other forms of compensations and selection of an quality of training, including apprenticeship. Contractor shall post in conspicuous places, available by the appropriate agency having jurisdiction over equal employment opportunity. Contractor will, in all solicitations or advertisement for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin or ancestry.

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INSURANCE

The Contractor shall supply the District with a certificate of insurance, naming Evanston Township High School District 202 Board of Education as certificate holder and additional insured, showing proof of the following minimum coverage:

- (1) Workmen's Compensation
 - (a) Basic Policy including occupational disease - Statutory limits.
 - (b) Employers' Liability - Statutory limits.
 - (c) Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All States" endorsement.

- (2) Public Liability (Comprehensive Form)
 - (a) Minimum Limits

Bodily Injury	\$1,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$2,000,000 aggregate

 - (b) Included Coverage (shall be in Comprehensive Form)
 - Premises and Operations
 - Independent Contractors
 - Contractual
 - Bodily Injury - include personal injury
 - Property Damage - includes Broad Form - write on occurrence basis
 - Property Damage - Remove "XC" exclusion
 - Property Damage - Remove "U" exclusion
 - Scaffolding Act Liability

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(3) Automobile Liability

(a) Minimum Limits

Bodily Injury	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

(b) Included Coverage (shall be in Comprehensive Form)

Owned vehicles

Non-owned vehicles

Hired vehicles

Property Damage - write on occurrence basis

Initials: _____

STEVENS AMENDMENT (Disclosure of Federal Participation):

Projects or programs funded, in whole or in part with Federal grant money must credit the Federal Government for the Federal Government's portion of the financial support. Evanston Township High School's 2017 Sound Absorbing Finishes project costs represent \$ 0.00 of federal funds. This calculation represents 0 percent (0%) of the total project cost.

Initials: _____

CONTRACT SECURITY

Accompanying the proposal is a Bid Bond (or Certified Check) as surety in the amount of not less than 10% of the bid payable to the Owner, which is agreed will be forfeited if the undersigned fails to execute the Contract in conformity with Specifications and furnish Performance and Labor and material Payment Bonds as specified within twenty (20) days after notification of the award of the contract to the undersigned.

Should the Owner so elect, the Contractor shall provide a Performance and Payment Bond in the amount of one-hundred (100%) of the Contract Price made payable to Evanston Township High School, District 202, as security for the faithful performance of this Contract, for payment of all persons performing labor on this project under this Contract, and furnishing materials in connection with this Contract. The cost of the Performance and Payment Bond shall be paid directly by the Contractor, and shall be reimbursed by the Owner, and shall be delivered prior to the commencement of the Work as required by this Contract. Such bond shall be on A.I.A. Document A-312 issued by a surety satisfactory to the Owner and shall name the Owner as a primary co-obligee.

Initials: _____

**REQUEST FOR BID
FINE ARTS DEPARTMENT SOUND ABSORBING FINISHES
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

PREVAILING WAGE

The Contractor and each Subcontractor shall pay not less than general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to this Illinois Compiled Statutes, 820 ILCS 130/1 et seq.

Pursuant to Illinois Compiled Statutes, Chapter 820, paragraph 130/1 et seq. the contractor and each subcontractor shall (1) make and keep, for a period of not less than 3 years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number, where available, social security number, classification(s), the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending time of each work day; and (2) submit monthly, in person, by mail or electronically a certified payroll to the Owner. The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Compiled Statutes, 820 ILCS 130/1 et seq., or by any laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

The current prevailing wage rates are included in the specifications for reference only. The contractor and subcontractor must pay the prevailing wage rates in effect at the actual time the labor is performed.

Initials:_____

**REQUEST FOR BID
FINE ARTS DEPARTMENT SOUND ABSORBING FINISHES
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Vendor Billing & Payment Procedures

We have specific requirements regarding vendor billing and payments. ETHS District #202 pays bills once per week. As a governmental entity, we are entitled (by law) to take 45 days to process vendor payments. We make every effort to pay more quickly than that but timely payments will largely depend on the accuracy and timeliness of your invoices.

Vendor agrees to the following:

- Construction vendors will be paid via progress billing, with an appropriate amount withheld for retainage purposes until project completion.

- Other vendors (transportation, etc) will be paid via invoices for services rendered, only AFTER the services have been performed.

- Construction projects MUST be billed at least once per month, preferably at the end of each calendar month. Vendors may bill bi-weekly if they choose, as long as construction progress warrants bi-weekly billing.

- ALL vendors must issue invoices for the period ending June 30 (The District's fiscal year end) NO LATER than July 15, or the District will be entitled to a 10% reduction on that invoice. This is a requirement for the District to close out its fiscal year. All construction work through June 30 MUST be billed by July 15.

- Bills must be reviewed by the Director of Operations and/or the architect on the project. This process could take 7-10 days. Please allow processing time when anticipating your payment.

- No manual checks will be issued for vendor payments.

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