

DATE: March 8, 2022

FROM: Clarence Gregory, Director of Operations
for
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT 202
1600 DODGE AVENUE
EVANSTON, ILLINOIS 60201

TO:

THE UNDERSIGNED:

Acknowledges receipt of

a. CONTRACT DOCUMENTS: 2022 Carpet Replacement & Repair Contract

for

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

b. MANDATORY PRE-BID: March 28, 2022 at 2:30 pm in room S-133

c. BIDS OPENING: April 4, 2022 at 11:00 am in room S-133

d. BOARD AWARD: April 11, 2022

e. DRAWINGS: Attached

f. ADDENDA: No. _____ Dated _____, 2022

No. _____ Dated _____, 2022

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

TABLE OF CONTENTS

General Information	2
General Conditions	4
Project Scope	5-11
Bid Form	12-13
Certificates & Affidavits	14
Reference Form – Appendix A	20-21

REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL

1. Having examined the Project, including Scope of Work, and Specifications, as prepared by the Owner, having been familiarized with local conditions affecting the cost of the work and with all requirements of the proposal documents including Instructions to Contractors, drawings, specifications and duly issued addenda as prepared by the Owner, the Contractor hereby agrees to provide and perform all work, materials, tools, equipment, and labor specifically required to execute said contract including such additional work as may be included as related requirements in other divisions or sections of the specifications. No extra cost associated with the project is authorized without District approval.

2. Agrees:
 - a. Provide all labor and materials to patch, and level flooring of all areas of the ETHS facility Carpet List provided by owner and according to the Proposal Specifications as distributed at the mandatory meeting, dated March 17th @ 3:00 pm 2022 in S133 Operations office.

 - b. To hold this Bid open until 15 calendar days after proposal consideration date.

 - c. To accept the provisions of the General Conditions of the contract and specifications and disposition of bid security as required in the amount of 5% of total cost of contract proposal in the form of a cashier's check. or bid bond..

 - d. To hold this bid open until forty-five (45) calendar days after bid opening date.

 - e. 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. Provide the required service in accordance with the contract.

 - iii. Complete the work according to the project schedule.

 - d. 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, 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 Service, 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.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

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 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, or any and all other kinds of items of equipment, 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. 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 with consideration given to the complete cost proposal, quality of services and references, where the responsible bidder meets all specifications and qualifications.

General Conditions:

- A. Proposal shall be submitted in an envelope properly marked with the title of proposal, date and time of opening.
- B. Seal and deliver to S-133 on or before the time scheduled for the opening.
- C. Unsigned or late proposals will not be considered. The District will not be responsible for delays in delivery.
- D. High School District 202 is not subject to Federal Excise Tax or Illinois Retailer's Occupational Tax.
- E. Prices quoted shall include all charges for packing, transportation and delivery to the school building or as designated on the proposal.
- F. Correspondence shall be addressed to the Supervisor of A/P & Purchasing.
- G. Proposals are available for inspection in the District Office after award of the contract.

Statement of Qualifications

The Statement of Qualifications should include but not be limited to the following:

- Name, Address, Contact, Website
- Prior Experience
 - List of similar arrangements
 - List of school district clients (university accepted)
- References
 - Five (5) client references

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Project Scope

Provide all necessary equipment, materials, tools, and labor to prepare, patch (as needed) and carpet selected areas in specifications contained herein at Evanston Township High School. See carpet specs; no substitutions or deviations from these specs will be permitted and samples must accompany the bid proposal or as requested once the School Board approves the lowest qualified responsible bid proposal. State individual pricing for all areas to be carpeted on the breakout portion of the bid form. No bid will be accepted where failure to comply with the unit cost breakout is omitted. This project consists of one (1) base bid and two (2) alternate bids. **Work to commence no earlier than May 31, 2022 and must be completed no later than August 8, 2022, all work must be coordinated with the Director of Operations or his designee.**

Quality Assurance

The successful bidder shall have a minimum of five (5) years successful experience in the floor covering self-performed business and show proof of such. Contractor must furnish at least 5 current business references within the last 3 years to the District upon proposal submittal with (2) copies of the bid proposal. Contractors are responsible for performing background and reference checks on employees prior to any work being awarded to confirm they meet all the qualifications outlined in the bid proposal.

A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level. Must self-perform all work and have been in business for at least 5 years. Must furnish current references for recent projects within the last 3 years. References must be submitted with Bid on the Due date of April 4, 2022

B. Fire-Test-Response Ratings: Where indicated, provide carpet tile identical to those of assemblies tested for fire response according to NFPA 253 by a qualified testing agency.

Delivery, Storage, and Handling

All materials must be delivered to ETHS in sealed plastic with no rips and tears or discolorations. Refer to manufacturing company recommendations. Contractors must be on site to take delivery of carpet and have their own equipment to unload. Owner will specify where materials may be stored on the facility.

Field Conditions

A. Comply with CRI 104 for temperature, humidity, and ventilation limitations.

B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels during the remainder of the construction period.

C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

Materials

All flooring materials must be delivered at the loading dock and labels intact. All materials shall be used only as specified by the manufacturer's direction label on the container. Thinners and accessory materials shall be as specified by the manufacturer, samples and carpet selection must be approved prior to commencement of any work. Must submit carpet color sample before approval is given to commence work.

Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq. yd. (8.3 sq. m). 24"x24" Tile squares, or rolled classroom carpet.

Surface Preparation_____

General: Comply with CRI 104, Section 6.2, "Site Conditions; Floor Preparation," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile installation.

Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes and depressions 1/8 inch (3 mm) wide or wider and protrusions more than 1/32 inch (0.8 mm) unless more stringent requirements are required by manufacturer's written instructions. Material shortages like patch are the contractors responsibility.

A. Remove coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by carpet tile manufacturer.

B. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

Material Preparation

A. Mix and prepare painting materials in accordance with manufacturer's direction.

B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of floor adhesive in a clean condition, free of foreign materials and residue.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

C. Stir materials before application to produce a mixture of uniform density and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and, if necessary, strain the material before using.

D. Stripping:

1. Employ a party specializing in such work.
2. Use environmentally safe water soluble chemical paint stripper.
3. Close off to traffic and protect all surrounding construction. Provide ventilation.
4. Use in exact accordance with manufacturer's directions.
5. Thoroughly rinse and remove residue.
6. Legally dispose of waste

Installation

A. General: Comply with carpet tile manufacturer's written installation instructions.

B. Installation Method: As recommended in writing by carpet tile manufacturer

C. Maintain dye lot integrity. Do not mix dye lots in the same area that is being carpeted.

D. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosing's. Bind or seal cut edges as recommended by carpet tile manufacturer.

E. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, non-staining marking device.

I. Install pattern parallel to walls and borders.

J. Stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

Adhesives

Adhesive Installations - Contractor must test concrete subfloors to determine the moisture emission rate and surface pH prior to installation

Trowel Selection - Select the appropriate adhesive and trowel notch configuration recommended by the carpet manufacturer and/or adhesive supplier.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

- A. Adhesive Application - The floor adhesive must be spread uniformly over the subfloor with an appropriate trowel, leaving ridges of sufficient height to achieve full and complete coverage of the substrate and carpet backing, including penetration into the backing's deepest recesses. After sufficient open time, the carpet must be pressed into the adhesive and rolled with an appropriate roller.
- B. Open Time – Appropriate open time varies depending upon environmental conditions, subfloor porosity, backing system and adhesive type. Refer to and follow the adhesive and/or carpet manufacturer recommendations regarding open time .
- C. Alternative Adhesive Systems – Alternative field-applied systems, such as spray adhesive or roll-adhesive films may be used. Refer to carpet manufacturer information for acceptable adhesive systems.
- D. Seam Adhesive (“Sealer”) - For carpet systems that require seam sealing, an appropriate direct-glue seam adhesive must be applied to the edges trimmed for seaming and cover the thickness of both the primary and secondary backing without contaminating face yarns. The seam adhesive should be applied to the cut edge of one side only, that side being the first one placed into the floor adhesive. When the edges are abutted to form the seam, and while the seam adhesive still is transferable, to seal the first edge as well as the second.
Rolling – After sufficient adhesive application and open time, the carpet must be pressed into the adhesive and rolled with an appropriate roller. Rolling must be performed with the lightest roller that achieves full and complete coverage of the substrate and carpet backing, including penetration into the backing's deepest
- E. Finishing at Wall Line – The installation must be finished and adhered securely along the wall line with a smooth, neat appearance. Carpet base, wall base with toe, baseboards or other moldings must be installed after the carpet is installed.

Door Transition strips Type; Johnsonite CTA- 40 -J or CTA-40-H Depending on finishes outside of existing door.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Carpet Specifications

- A. Available Product[s]: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Product[s]: Subject to compliance with requirements, provide [one of] the following:
1. Shaw/ Patcraft Q443R
 - a. Color: 421 Chorus.
- C. Fiber Content: Eco Solution Q Nylon
- D. Fiber Type: Type 6 Nylon with 20% pre consumer *and* 25% post consumer recycled content
- E. Face Construction: Graphics Loop
- F. Gauge: 1/8
- G. Stitches: 8 per inch
- H. Pile Height: .156 for finished carpet per ASTM D 418.
- I. Surface Pile Weight: 28 oz/sq yard
- K. Primary Backing: woven polypropelene
- L. Secondary Backing: UltraLoc Pattern (backing must be SCS NSF 140 Gold)
- M. Width: 12'
- N. Performance Characteristics: As follows:
1. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm.
 2. Dry Breaking Strength: Not less than 100 lbf (445 N) per ASTM D 2646.
 3. Resistance to Insects: Comply with AATCC-24. (for wool or wool blends)
 4. Noise Reduction Coefficient (NRC): per ASTM C 423.
 5. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC-165.
 6. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units) per AATCC-16.

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

7. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth; per AATCC-174.

Warranty

- I. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
2. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
3. Failures include, but are not limited to, more than 10 percent edge raveling, snags, runs, dimensional stability, excess static discharge, loss of tuft bind strength, loss of face fiber, and delamination.
4. Warranty Period: 10 years from date of Substantial Completion.

Compliance With Regulations

The Contractor shall comply with all applicable local, state and federal laws and regulations. The Contractor shall have Material Safety Data Sheets (MSDS) for all products utilized in the course of this project, in the location designated by Jose Guerrero, Director of Capital Improvements. Contractor's workers shall be trained in utilization of MSDS and have the MSDS available in the event of an emergency. MSDS sheets must be provided prior to the start of any work. Contractor shall adhere to all (ACBM) Asbestos Containing Building Material and EPA regulations regarding the removal of any suspected asbestos containing material in all areas to be carpeted. If any suspicious ACBM material is encountered, work must stop and the owner must be notified immediately. **All Debris is the contractor's responsibility to dump off site at Contractor's expense. Any use of the school's dumpster will result in a dumpster fee being deducted from the invoice balance.**

***Carpet selection must be approved and samples provided to owner before starting any installation of flooring goods.**

*** Standard Classroom Carpet – Shaw Pat craft Q443R NO substitutes will be accepted.**

*** Standard Office Carpet – Z6451 VELVET EW24/ 00765 LUSCIOUS CHOCOLATE**

*** Standard Office Carpet Manufacturer: Interface Pattern: Detours Color: 104718 Steel**

*** Armstrong Excelon VCT Floor Tile / MIGRATE Carpet #5T075**

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Areas To Be Carpeted

Base bid:

N231	N235	N237
N234	A331	S320
W336		

Alternate #1: Carpet repair

A237 Literacy Lab

Alternate #2: Tile to mirror 1st floor lobby Beardsley Balcony Lobby

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

BID FORM

The undersigned, having carefully examined the Contract Documents, all data made available and having visited the site of the Work and having become fully informed as to all existing conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby propose to perform everything required to be performed, and to provide all labor and expertise necessary to perform and complete in a workmanlike manner the entire Project in conjunction with

CARPET REPLACEMENT & REPAIR CONTRACT

at

EVANSTON TOWNSHIP HIGH SCHOOL

EVANSTON, ILLINOIS, 60201

in accordance with the Contract Documents/Drawings dated, March 8, 2022.

Base Bid Breakout pricing

A231	_____	\$ _____
A235		\$ _____
A237		\$ _____
A234		\$ _____
A331		\$ _____
S320		\$ _____
W336		\$ _____
Base bid subtotal		\$ _____
Alternate Bid #1 Carpet Repairs		\$ _____
Alternate Bid #2 Beardsley Balcony Lobby		\$ _____
Base Bid & Alternate total		\$ _____

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

PROPOSAL FROM:

Bid respectfully submitted on the _____ of _____, 2022.

(date) (month)

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____ TELEPHONE _____

NAME OF REPRESENTATIVE _____

AUTHORIZED SIGNATURE _____ DATE _____

Where Bidder is a Corporation. Add Corporate Seal Here:

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

CERTIFICATIONS AND AFFIDAVITS:

CERTIFICATE OF ELIGIBILITY TO CONTRACT. Pursuant to Section 33 E-11 of the Illinois PART 1 - 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:_____

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.

Initials:_____

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

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.

Initials:_____

REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL

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

- (3) Automobile Liability

- (a) Minimum Limits

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

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 Carpet Replacement & Repair 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 5% 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.

Upon request 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
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

PREVAILING WAGE

The Contractor and each Subcontractor shall pay not less than the 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 the 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
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Contractor Billing & Payment Procedures

We have specific requirements regarding Contractor 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 Contractor 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.

Contractor agrees to the following:

- Construction Contractors will be paid via progress billing, with an appropriate amount withheld for retainage purposes until project completion.
- Other Contractors (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. Contractors may bill bi-weekly if they choose, as long as construction progress warrants bi-weekly billing.
- ALL Contractors 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. This process could take 7-10 days. Please allow processing time when anticipating your payment.
- No manual checks will be issued for Contractor payments.

Initials:_____

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR**

EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL

The District Office will make such investigation as is necessary to determine the ability of the bidder to fulfill proposal requirements. The bidders shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in his proposal.

REFERENCE FORM – APPENDIX A

Provide five references from organizations you have performed a project similar in scope in the past three (3) years.

Reference # 1

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

**REQUEST FOR BID
CARPET REPLACEMENT & REPAIR
EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, COOK COUNTY, IL**

Provide five references from organizations you have performed a project similar in scope in the past three(3) years.

Reference # 4

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 5

Organization Name: _____ Telephone # _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____