

Round Lake Area Schools CUSD 116

811 Sunset Drive
Round Lake, IL 60073
Phone: (847) 270-9000

AMENDED NOTICE TO BIDDERS
JUNE 17, 2024

The Round Lake Area Schools CUSD 116 will receive Bid Proposals for **FIRE SUPPRESSION SPRINKLER SYSTEM FOR DISTRICT WAREHOUSE** in accordance with the contract documents and specifications as filed with the Chief Financial Officer.

The complete bid packet is available on the District website at www.rlas-116.org on the Finance Department's webpage.

Contact: Dr. Pamela M. Kibbons
Chief Financial Officer
Round Lake Area Schools CUSD 116
811 Sunset Drive
Round Lake, IL 60073
Phone: (847) 270-9000
Email: pkibbons@rlas-116.org

Bid Due Date: **July 8, 2024, at 9:00 AM**

The Board of Education reserves the right to waive any irregularities, reject any or all proposals, and to accept a bid other than the lowest bid when in its opinion, such action will serve the best interests of the Round Lake Area Schools CUSD 116.

Pamela M. Kibbons
Chief Financial Officer

AMENDED INSTRUCTIONS TO BIDDERS – JUNE 17, 2024

Bid Proposals

All bid proposals must be submitted on the form of the bid proposal marked EXHIBIT “A”. **Bid proposals submitted on other forms will be rejected.**

Bid proposals must be signed (using ink) in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Bid documents shall be submitted in sealed envelopes clearly labeled as follows:

BID PROPOSAL: FIRE SUPPRESSION SPRINKLER SYSTEM FOR DISTRICT
WAREHOUSE BID

ADDRESSED TO: Dr. Pamela M. Kibbons
Chief Financial Officer
Round Lake Area Schools CUSD 116
811 Sunset Drive
Round Lake, IL 60073

Interpretations, Discrepancies, and Omissions

No oral interpretations will be given to any Bidder as to the meaning of any bid documents and/or specifications. No oral response will be given to alleged discrepancies or omissions in the specifications or instructions. Any requests for interpretations or responses can be submitted to bids@rlas.org. The final date for submitted questions is Friday, June 28, 2024, at 9:00 AM. Responses to submitted questions will be posted on the district website on July 1, 2024, by 12 noon.

Any replies to requests received will be issued to all known bidders by written Addendum and posted on the District website. Please be sure to check the District website for updated information.

Bid Deposit

No bid deposit is required. Bidder also acknowledges their failure to perform within the intent of the bid solicitation may disqualify them from future bidding to the Round Lake Area Schools CUSD 116.

Examination of Specifications

Each bidder shall acquaint themselves with the conditions as they exist so that they may be completely familiar with the conditions pertinent to the fulfillment of the specifications and/or work required under the contract. Bidder's exercise of the privileges of the foregoing will in no way relieve the bidder from any obligation with respect to the bid proposal. The quantities indicated are a reasonable estimate at this time. No minimum quantity requirement may be made by the Bidder. The Board of Education reserves the right to revise any or all quantities at the time they issue purchase orders.

Time for Receiving Bids

Bid proposals must be delivered to Dr. Pamela M. Kibbons, Chief Financial Officer, Round Lake Area Schools CUSD 116, 811 Sunset Drive, Round Lake IL, 60073 prior to **July 8, 2024, at 9:00 AM**. Bids received after the scheduled date and time will not be accepted.

Withdrawal of Bids

Bids may be withdrawn by written request of the person submitting the original bid. Such request must be received **prior** to the bid opening time.

Award of Contract

Contracts will be awarded to the lowest responsible bidder(s) if the bid complies with the conditions of the bid documents and if the award of the contract(s) is in the best interest of the Round Lake Area Schools CUSD 116. Contracts can be awarded on an item-by-item basis, therefore, contracts may be awarded to multiple vendors. If the bid prices are based on being awarded the entire bid, please indicate as such, and provide alternative bids on an item-by-item cost.

Contract Renewal

The contract may be terminated by either party with a thirty (30) day written notice after the first 12 months of the contract. The District may terminate the contract for cause by giving a sixty (60) day written notice after an opportunity for cure has been provided.

Billing

Billing invoices can be sent to the following address:

Round Lake Area Schools CUSD 116
Attention: Accounts Payable
811 Sunset Drive
Round Lake, IL 60073

Exemptions from Taxes

Round Lake Area Schools CUSD 116 is exempt from Federal, State and Municipal Taxes.

Reservation of Rights by the District

The Board of Education reserves the right to reject any and all bids. The District reserves the right to award to any vendor which meets the minimum acceptable level of quality as outlined in the specifications. Products which are bid but do not meet or exceed the specifications as outlined in the bid documents will not be considered. Awards may be made on a unit, group, or total bid basis, whichever is more advantageous to the District. Bidders are required to bid on each line item separately. Bidders may specify the District's acceptance on one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. The District has the right to entertain offers of deduct based on total award.

Department of Human Rights Regulations

All bidders must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the bid form. Bidders who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the bid.

Prevailing Wage Law

Bidders are required to pay no less than the prevailing wage for all laborers, workers and mechanics performing work under contract with the District consistent with the Illinois Prevailing Wage Act (820 ILCS 130). Also, it is required that the contractor provides assurance such as a bond or letter containing a statement that will guarantee faithful performance in regard to the prevailing wage law. Enclosed is a form letter which if signed, notarized, and returned with your bid will satisfy this requirement.

Insurance Requirements

1. The successful bidder shall expressly bind himself/herself to defend and save the Round Lake Area Schools CUSD 116 harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful bidder shall carry insurance, in company or companies acceptable to the District, for Worker's Compensation, Commercial General Liability, and Automobile liability.
2. Each bidder shall submit as part of the bid, a certification of insurance in force to meet the above specifications. That certificate shall name Round Lake Area Schools CUSD 116 as an additional insured and shall state that all insurance listed above is primary. Round Lake Area Schools CUSD 116 shall be notified 30 days prior to any material change in the insurance.
3. Comprehensive General Liability Insurance: The successful bidder shall maintain at all times during the contract Comprehensive Liability Insurance (including Broad Form Property Damage) with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
4. Owner's Protective Liability: The successful bidder shall maintain at all times during the contract Owner's Protective Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
5. Comprehensive Auto Liability Insurance: The successful bidder shall maintain at all times during the contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
6. Excess Liability: An umbrella policy is required with minimum limits of \$3,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
7. Owned/Rented Equipment Insurance: The Contractor shall secure, pay for, and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor; Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that

the Owner shall have no responsibility therefore, the Contractor secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: “It is agreed that in no event shall this insurance company have any right of recovery against the Owner or their agents.”

8. Contractor’s Obligation: The procuring of the insurance required under this Contract shall be considered solely as securing Contractor’s obligation or liabilities assumed under the Contract. Contractor shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by the Owner.

There will be no “Waivers of Subrogation” permitted on the insurance policy or contract between Round Lake Area Schools CUSD 116 and the contractor.

A copy of the Certificate of Insurance shall be furnished with the bid proposal.
The following wording must appear in the section, Description of Operations/Locations/Vehicles/Restrictions/Special Items:

Round Lake Area Schools CUSD 116 is named as additional insured as their interests may appear with respect to General Liability. Work cannot begin nor will any payments be issued until the Certificate of Insurance has been received with Round Lake Area Schools CUSD 116 being named as an additional insured.

Hold Harmless and Indemnity

The vendor shall assume the defense of and shall pay, indemnify and hold harmless the District, its agents and employees, from all suits, actions, claims, damages, losses and costs of every kind and description to which they or their agents or employees may be subjected by reason of injury, including death, to persons, or damage to property resulting from our growing out of any act of commission or omission by the Vendor, its agents or employees, or its subcontractors.

Said defense will be applicable in connection with any activity, including any removal, relocation, construction, installation or maintenance work, service or operation being undertaken or performed by or for the Vendor whether on or off the site or any portion thereof, whether such suits, actions, claims, damages, or its agents and employees, or by other persons, corporations or legal entities to whom the district or its agents and employees, may be liable.

Signature Constitutes Acceptance

The signing of the bid form shall be construed as acceptance of all the provisions contained herein.

Bid Affidavit

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract to provide the specified items and/or series or work as described in the specifications and instructions for the sum shown in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

The Contractor/Vendor certifies that the Contractor is not barred from bidding on the contract as a result of a conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1961.

A written sexual harassment policy is in place in full compliance with Section 2-105 of the Illinois Human Rights Act.

By: _____
Signed Name of Company Agent Printed Name of Agent

Title

Name of Vendor/Company

Subscribed and sworn to before me this _____ day of _____, 2024

Signature of Notary Public

Exhibit A
Round Lake Area Schools CUSD 116
811 Sunset Drive
Round Lake, IL 60073
Phone: (847) 270-9000

Bid Summary – Fire Suppression Sprinkler System for District Warehouse

All bids shall be submitted in a sealed envelope and delivered to the **Round Lake Area Schools CUSD 116 on or before July 8, 2024, at 9:00 AM.** Faxed Bids will NOT be considered. It is the responsibility of the bidder to ensure that their bid arrive prior to the above stated TIME AND DATE. Any Bids received after the date and time will be deemed NO BID and returned unopened to the bidder. No corrections can be made after the time of opening.

SCOPE OF WORK – PROJECT OVERVIEW:

Design and install new NFPA 13 wet sprinkler system to provide protection in existing building. Hydrostatically test system per NFPA 13 and remedy any above ground piping leakage within area of work. Provide all State and local fire sprinkler permits and plan review fees. Work begins at an existing 6” water service flange. A complete set of the most current drawings, specifications and AutoCAD backgrounds will be supplied by the Owner for the preparation of the sprinkler construction drawings. All design, materials and installation methods shall meet the minimum requirements established by NFPA, the State of Illinois and the Village of Round Lake.

SPRINKLER SYSTEMS DESIGN CRITERIA:

Warehouse system shall provide protection to meet ordinary group 2 occupancy, allowing miscellaneous storage up to 12 feet above the finished floor. Office spaces will be designed for Light Hazard occupancy. Building will be used as rack storage and vehicle storage, which is a 5.1 moderate hazard. The sprinkler heads should be rated to comply with the 5.1 moderate hazard.

ABOVEGROUND PIPE, FITTINGS AND HANGERS:

All pipe shall be Schedule 7/30 with grooved mechanical or threaded fittings, and welded outlets.

ELECTRICAL WORK:

Provide and Install (1) Dedicated 120V Circuit for Sprinkler System
Provide and Install (1) Dedicated 120V Circuit for Fire Alarm Panel
Provide and Install Conduit for Circuit
Devices to be Connected: (1) Flow Valve, (1) Interior Strobe, (1) Exterior Strobe, and (1) Bell
Provide a Scissor Lift for the Duration of the Project

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Exhibit A
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FIRE ALARM SYSTEM:

- Provide and Install Pathways
- Provide and Install (18-2) Fire Alarm Cable for Data Circuits
- Provide and Install (14-2) Fire Alarm Cable for NAC Circuits
- Provide and Install (1) Notifier Fire Alarm System with Cell
- Provide and Install Up to (8) NAC Devices, "Horn Strobes"
- Provide and Install Up to (5) Pull Stations
- Provide and Install (1) Flow Switch Module
- Provide and Install (1) Tamper Module

WARRANTY:

A one year warranty starts on the system service date as shown on the Contractor's Certificate. The equipment and supplies in this contract are warranted to be free from defects in workmanship and material for one year from installation.

Delivery Location: Round Lake Area Schools CUSD 116
719 Valentin Drive
Round Lake, IL 60073

Round Lake Area Schools CUSD 116
811 Sunset Drive
Round Lake, IL 60073
Phone: 847-270-9000

Exhibit B
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Fire Suppression Sprinkler System for District Warehouse Bid

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**CERTIFICATION BY CONTRACTOR/VENDOR PURSUANT TO
CHAPTER 38, ARTICLE 33E OF THE ILLINOIS REVISED STATUTES**

The Contractor/Vendor hereby certifies that said Contractor/Vendor was not barred from originally bidding on this contract or from entering into this Contract as a result of a Violation of either Section 33E-3 or 33E-4 of Public Contracts Act (Ill. Rev. Stat. Chapter 38, Article 33E).

CONTRACTOR'S/VENDOR'S CERTIFICATION BY:

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Name of Vendor

Subscribed and sworn to before me this _____ day of _____, 2024

Signature of Notary Public

Fire Suppression Sprinkler System for District Warehouse Bid

STATEMENT OF NONDISCRIMINATION

I, _____, as a part of my bid on a contract for
(Contractor Name)

FIRE SUPPRESSION SPRINKLER SYSTEM FOR DISTRICT WAREHOUSE at Round Lake Area Schools CUSD 116 certify that:

- A. That in the hiring of employees for the performance of work under this contract or any subcontract, as contractor, or any persons acting on his behalf, shall not, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or workers who are qualified and available to perform the work to which the employment relates.
- B. That no contractor, subcontractor, nor a person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.
- C. For the performance of the contract, the contractor shall agree as follows: That all contractors or subcontractors will comply with all state laws regarding nondiscrimination. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, national origin, age, ancestry, or gender.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this ____ day of _____, 2024

Signature of Notary Public

Fire Suppression Sprinkler System for District Warehouse Bid

PREVAILING WAGES STATEMENT

I, _____, as a part of my bid on a contract for
(Agent of Contractor)

FIRE SUPPRESSSION SPRINKLER SYSTEM FOR DISTRICT WAREHOUSE at Round Lake Area Schools CUSD 116 certify that:

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workers, and mechanics employed by them not less than an up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and Section 2 of the Illinois Prevailing Wage Act (820 ILCS 130). The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month. For additional information regarding current prevailing wage rates, please see the Illinois Department of Labor's website at: www.state.il.us/agency/idol/rates/rates.htm.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 2024

Signature of Notary Public

Fire Suppression Sprinkler System for District Warehouse Bid

SEXUAL HARASSMENT POLICY CERTIFICATE

_____ contractor does hereby certify pursuant to Section 2-105 of the Illinois
(Contractor Name)
Human Rights Act (775 ILCS 5/2 – 105) that [he, she, it] has 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 complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 2024

Signature of Notary Public

Fire Suppression Sprinkler System for District Warehouse Bid

NON-COLLUSION CERTIFICATION FORM

By Submission of this proposal, the Bidder certifies, _____
(Name of Bidder)

That (s)he is _____ of _____ and,
(Title) (Name of Company)

under penalty of perjury, affirms:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition.
4. The proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation.

5. Each person signing the proposal certifies that:

(A) - (S)he is the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (1-4] above;

or

(B) - (S)he is not the person in the Contractor's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to (1-4) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (1-4) above.