



Invitation for Bid September 2, 2022

2022 - Sand Slit Drainage Project Deerfield HS Varsity Baseball Outfield

Township High School District 113

Highland Park, IL

Invitation To Bid – 2022 Sand Slit Drainage Project Deerfield HS Varsity Baseball Outfield

Township High School District 113 is requesting bid proposals for the Sand Slit Drainage Installation Deerfield HS Varsity Baseball Outfield. Bidders are invited to submit bids in conformance with the requirements hereinafter stipulated.

Specifications: Township High School District 113 (District) is requesting bids from qualified vendors to Sand Slit Drainage Installation in the Deerfield HS Varsity Baseball Outfield.

Bid Opening: All bids must be received by 2:00 p.m., September 13, 2022 addressed to Pete Nedza, Procurement Manager, Township High School District 113, 1040 Park Avenue West, Highland Park, IL 60035. Bids received after this date and time will not be accepted. In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the vendor hereby proposes, offers and agrees if this bid is accepted to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

Bid Submittal: Bidder must submit the original and one copy of the completed bid form with all spaces filled in, executed by the bidder, and submitted in a sealed envelope clearly marked 2022 Sand Slit Drainage Project.

Contract Award: Contract award is expected to be assigned tentatively set for Sept 27, 2022

Rejection Of Bids: The Board of Education reserves the right to reject any and all bids and to waive informalities and any and all irregularities in bidding procedures and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final.

Specifications

Job Site: Deerfield HS Varsity Baseball Outfield

Base Option Sand Slit Drainage installation:

- Sand slits to be installed over the designated area, (line from shortstop to left center field and the remaining outfield to 1st base sideline fence, From outer arc to warning track, (approximately 65,600 sq. ft.).. Lines will run East to West.
- Sand slits are to be ¾" wide, 9" deep, on 10" centers.
- Slits are to backfilled with sand over top of trench and compacted in one simultaneous process.
- Sand to be utilized to top-dress the field in these areas. Surface is to be dragged and prepared for play.

Additional Item #1 Drain line installation:

- Tile line to be extend from left center to 1st base sideline fence, along warning track.
- Trench to be 4" wide by 1' deep. 3" poly perforated tile installed in trench.
- Trench to be backfilled with birdseye to within 2" of surface.
- Trench to be topped with sand/soil mix.
- Trench line to be installed in right field, under warning track and deposit into low area to east, this is to be a 3" solid poly pipe.
- Four – 9" x 9" plastic catch basins to be installed in desired locations along track edge. Trenched area will be seeded with athletic seed mix and covered with Penn Mulch.

Site Examination: The Bidder is advised to examine the location of the work and to inform himself fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful bidder of his obligation to furnish all products and labor necessary to carry out the provisions of his contract. The Bidder shall confine his examination to the specific areas designated for the proposed construction, including easements and public rights of way. The Bidder is solely responsible for any damages caused by his examination of the site.

- All work to be completed in a workman like manner according to standard practices.
- Any alterations or deviations from the specifications involving extra costs shall be done by written order.
- Selected vendor must clean the work area of trash and debris at the end of each work day.
- Selected vendor is responsible for securing the work area at the end of each work day.
- Any damage to County property caused by the selected vendor will be repaired and/or restored to its original condition.
- Selected vendor must adhere to all local, state, and federal rules, regulations, and laws.
- Selected vendor is responsible to obtain any permits and licenses required to complete the project.

Bid Submission Form

**Board Of Education Of
Township High School District 113, Lake County, Illinois**

Bid Description: Sand Slit Drainage Installation Deerfield HS Varsity Baseball Outfield

Bid Submission Date: September 13, 2022, 2:00pm

Date and Time of Bid Opening: September 13, 2022, 2:00pm

Bid Deposit: Not Required

Payment and Performance Bond: Not Required

Delivery or Project Completion Date: As soon as possible

Base Option Sand Slit Drainage Installation Bid Price: _____

Additional Item #1 Drain line installation Bid Price: _____

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

**Subscribed and sworn to before me
this __ day of ____, 20__.**

Notary Public: _____

Bid Conditions

1. Definitions

- 1.1 “Board” or “School District”: The Board of Education of Township High School District 113, Lake County, Illinois.
- 1.2 “Bid Documents” include:
 - I. Advertisement
 - II. Bid Submission Form
 - III. Bid Conditions
 - IV. Project Bid Specifications
 - V. Addenda, if any
 - VI. Contract
 - VII. Qualification Statement
- 1.3 “Seller” or “Contractor”: The successful bidder.

2. Form Of Bid

- 2.1 Bid Submission: The Advertisement for Bids, Bid Submission Form, the Qualification Statement, the Bid Deposit, the Payment and Performance Bond, if required, and the executed Contract must be submitted to the Administrative Office at 1040 Park Ave West, Highland Park IL 60035 no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed envelope addressed to Pete Nedza and labeled Sand Slit Drainage Installation Deerfield HS Varsity Baseball Outfield. The name, address, and phone number and a contact must be listed on the outside of the bid. The sealed bid must be submitted on the forms provided.
- 2.2 Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 Bid Deposit: **Not Applicable**

- 2.4 Delivered Price: Your bid price must be a total price for all services provided under the Contract. The bid price must be firm for at least ninety (90) calendar days after the latest date for submission of bids.
- 2.5 Unit and Total Prices: The price for the units specified in the Project Bid Specifications should be clearly shown for each separate item in the space provided on the Bid Submission Form. Only one unit price should be quoted according to the unit of measure as shown in the Project Bid Specifications.
- 2.6 Qualification: The bidder shall submit with the Bid Submission Form a fully completed and executed Qualification Statement on the form contained in the Bid Documents.
- 2.7 Contract: The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents.
- 2.8 Payment and Performance Bond: **Not Applicable**

3. Withdrawal, Cancellation, Or Modification Of Bid

- 3.1 Withdrawal, Cancellation, or Modification of Bids: A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) day period shall forfeit the Bid Deposit.
- 3.2 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.

4. Bidder Representations

- 4.1 Complete Understanding: Each bidder warrants and represents that he or she has read and understands the Bid Documents.

- 4.2 Project Familiarity: Each bidder warrants and represents that he or she has visited the site for the project and is familiar with the conditions under which the work will be performed.
- 4.3 Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.4 Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.5 Waiver of Liens: Each bidder warrants and represents that it will furnish, with each request for payment, sworn statements and waivers of lien for itself and any of its subcontractors in form and substance satisfactory to Owner and such other forms as required by Owner, lender or title insurer, in order to assure an effective waiver of mechanic and materialmen liens in compliance with the laws of the State of Illinois.
- 4.6 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The Contractor agrees that if this certification is false, the Board may declare the Contract void. The Contractor further certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the Contractor is a retailer maintaining a place of business within this State" as defined in Section 2 of the Use Tax Act.

5. Award

- 5.1 Award of Bids: Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board.

- 5.2 Bid Reservation: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding.
- 5.3 Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to the District Procurement Manager, Pete Nedza (pnedza@dist113.org) a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the District Procurement Manager, Pete Nedza (pnedza@dist113.org). A copy of such addendum will be mailed or delivered to each person receiving a set of such Bid Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

6. Quality Of Work/Condition Of Goods

- 6.1 Title and Risk of Loss: NOT APPLICABLE
- 6.2 Inspection: All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Project Bid Specifications contained herein or the Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. Upon rejection, the Seller shall immediately return full purchase price to the Board.
- 6.3 Payment and Price: Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
- 6.4 Warranties: The Seller makes the following warranties to the Board and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for

the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Seller. The Seller shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the Project Bid Specifications require a greater warranty period.

- 6.5 Patent Infringement: The Seller shall indemnify and hold harmless the Board, its successors, employees, agents, assigns, and users of the goods herein described against any and all liability, loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. The Seller agrees that it will assume, upon request, the defense of any and all such suits and pay all costs and expenses incidental thereto.
- 6.6 Maintenance and Repair Services: If the Bid Documents specify that maintenance or repair services must be provided by the successful bidder, each bidder should explain in the bid how the services will be provided, whether by the bidder or through another person or firm.

7. Delivery

- 7.1 Shipping Instructions: **Not Applicable**
- 7.2 Deliveries/Time: Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.
- 7.3 Rejection and Cancellation: The Board reserves the right to reject any goods or services and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods or services described in the Bid Documents. Acceptance of any part of the goods or services covered by the invitation to bid shall not obligate the Board to accept future shipments or work nor deprive it of its right to revoke any acceptance theretofore given. If the Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Seller, the Board

may cancel this order without liability except for deliveries previously made or for goods covered by the Bid Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

7.4 Earliest Delivery Time: **Not Applicable**

8. Miscellaneous

- 8.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
- 8.2 Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 8.2 Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
- 8.3 Compliance with Applicable Law: The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the Bid Documents.
- 8.4 Prevailing Wage: In accordance with the *Prevailing Wage Act*, the bidder shall guarantee that not less than the prevailing wage will be paid to laborers, workers and mechanics performing work under the contract. In the event the bidder is awarded the contract, the Payment Bond must include a provision which guarantees performance of the prevailing wage clause of the contract. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website.

8.5 Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.

8.6 Insurance: The Contractor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The Contractor shall name the indemnitees (defined below) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance. The insurance required of the Contractor shall be primary.

The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the Board. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

8.7 Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out

of, in connection with, or related to (1) any acts or omissions of the bidder; and (2) any breach by the bidder of the Bid Documents.

- 8.8 Criminal Background Checks. NOT APPLICABLE
- 8.9 Presence of Child Sex Offenders or Disruptive Persons On Board Property. The Contractor acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor.
- 8.10 Physical Fitness to Perform Job Duties: All employees of the Contractor or subcontractors for whom a criminal history records check is required must also provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.
- 8.11 Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or

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

Qualification Statement

Bid Description: _____

Bidder: _____

Address: _____

A. The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Project Bid Specifications, who would write the General Liability Insurance, in the event the Bidder is awarded the Contract.

1. Corporate Name:

Address:

2. Agent's Name:

Address:

Telephone Number:

B. The Bidder verifies that he or she has accounts at the following bank(s):

1. Name of Bank:

Address:

2. Name of Bank:

Address:

C. List at least three (3) material suppliers with whom you are currently doing business and have been for at least one (1) year:

1. Name:

Address:

2. Name:

Address:

3. Name:

Address:

D. List at least three (3) projects/contracts of approximately the same size and type completed:

1. Name of Project:

Address of Job:

Contact and Telephone No.:

2. Name of Project:

Address of Job:

Contact and Telephone No.:

3. Name of Project:

Address of Job:

Contact and Telephone No.:

E. How many years has your organization been in business:

F. Have you ever failed to complete any work awarded to you within the last three years?

If yes, note when, where, and why:

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

**Subscribed and sworn to before me
this __ day of _____, 20__.**

Notary Public:
