### **JOLIET PUBLIC SCHOOLS DISTRICT 86**

#### INVITATION TO BID FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING

Joliet Public Schools District 86 is receiving sealed bids for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING. Sealed bids are due Wednesday, May 29, 2024 at 10:30 a.m. CDT at which time they will be publicly opened and read aloud. Bids are to be submitted to:

Joliet Public Schools District 86 Attention: Tamara L. Mitchell, SFO JFK Administration Center 420 N. Raynor Ave. Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: "BID ENCLOSED, FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING"

The name and address of the bidder must be clearly printed on the outside of the envelope.

Bid packages may be obtained from the District website, www.joliet86.org or at the J. F. Kennedy Administrative Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 during normal business hours.

The bid opening will take place at the J. F. Kennedy Administrative Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 at the time stated above. You are invited to be present if you so desire.

District 86 looks forward to your participation in this bid.

Sincerely,

# Tamara L. Mitchell

Tamara L. Mitchell, SFO Assistant Superintendent for Business and Financial Services/CSBO Joliet Public Schools District 86 may be referred to in these documents as "District 86" or "District."

## I. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

### **1.1. BID DOCUMENTS**

The Bid Documents include the Invitation to Bid, Legal Advertisement Notice, Bid Proposal Page/ Proposal Form, Requirements for Bidding and Instructions to Bidders, Standard Terms and Conditions, Special Conditions (if any), Scope of Work and Specifications, Plans and Drawings (if any), Insurance Certificates, and all other exhibits attached hereto and any and all Clarifications and Addenda issued by the District. Upon the award and execution of a contract or purchase order pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

Attached Exhibits:

EXHIBIT A	Bid Proposal Form
EXHIBIT B	List of Facilities
EXHIBIT C	List of Current Devices
EXHIBIT D	Statement of Ethics Certification
EXHIBIT E:	Certificate of Eligibility to Bid
EXHIBIT F:	Certificate of Compliance with Illinois Drug-Free Workplace Act
EXHIBIT G:	Certification regarding Sexual Harassment Policy

## **1.2. PROPOSAL FORMS**

Bids shall be submitted only on the forms provided. The bidder shall retain one (1) copy for his files and submit one (1) copy signed and in a sealed envelope marked "FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING." Telephonic, electronic, or faxed bids will not be accepted.

#### **1.3. QUALIFIED BIDDERS**

Bidders must have a minimum of 5 years of experience in FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING, with at least 3 contracts of similar scope of work. Bidder shall supply list of the three contract references. Bidders must have the personnel, facilities, equipment, financial resources, and time to perform the services required under this contract.

### 1.4. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

### **1.5. CONDITIONAL BIDS**

Qualified bids are subject to rejection in whole or in part.

#### 1.6. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

#### **1.7. ERRORS IN BIDS**

When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Erasures or changes in bids must be initialed.

### 1.8. QUESTIONS REGARDING SPECIFICATIONS

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by Paul DuFresne, Director of Facilities and Building Support Services, 524 Munroe St., Joliet, IL 60436 no later than five (5) business days prior to the bid opening. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

#### 1.9. ADDENDA

Addenda in connection with the bidding of this work/supplies/equipment may be issued by the School District by public posting at the Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435 and by transmission via electronic mail, regular mail and/or facsimile to those interested bidders who have requested notice of addenda in writing addressed to:

Public Schools District 86 Attention: Tamara L. Mitchell, SFO J. F. Kennedy Administration Center 420 N. Raynor Ave. Joliet, IL 60435 Email : tmitchell@joliet86.org

Addenda will not be issued after May 21, 2024. It is the responsibility of the bidder to determine whether addenda have been issued by the School District. Lack of knowledge

of addenda will not be grounds for a bidder to withdraw a bid after the bid opening or to fail to enter into the contract after the award of the bid.

## 1.10. EXAMINATION OF THE BID DOCUMENTS AND WORK SITE

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

## 1.11. TAXES INCLUDED IN BID PRICES

Materials purchased by Joliet Public Schools District 86 are not subject to the Federal Excise Tax. Materials purchased by Joliet Public Schools District 86 are not subject to the State of Illinois Sales Tax.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by Joliet Public Schools District 86.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

## 1.12. BID PRICES MUST INCORPORATE ALL COSTS

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

## 1.13. COMPLETION OF THE BID DOCUMENTS

All information required by the Invitation to Bid must be supplied to constitute a proper bid. Each Bidder must complete all of the forms, including Exhibits. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid and will not be binding upon the District.

The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the District that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the District, the Contract Documents.

### 1.14. AUTHORIZED DEALER/DISTRIBUTOR

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the District, whose decision will be binding

## 1.15. SUBMISSION OF BIDS

### 1.15.1 Date, Time, and Place

Bids are to be delivered to the Business Office, J.F. Kennedy Administrative Center, 420 N. Raynor Ave., Joliet, Illinois 60435 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the District to change such date and/or time. No bid will be accepted after the date and time specified. The time of receipt of the bid will be determined solely by the clock located in the Business Office.

Bids must be dropped off in the Business Office during regular business hours: 8:00 am to 4:30 pm, Monday through Friday, excluding Holidays of the District.

#### 1.15.2 Bids Must Be Sealed and Properly Labeled

All Bids must be submitted in sealed envelopes. All envelopes containing Bids must be marked "FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING" and must have the Bidder's name and address stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

#### 1.15.3 Bidders Are Responsible for Bid Delivery

Each Bidder is solely and completely responsible for delivery of its Bid to the Business Office before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other District offices, will not be accepted. The District is under no obligation to ensure that misdirected Bids are delivered to the Business Office prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

## 1.15.4 Trade Secrets - Freedom of Information

Consistent with the District's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the District as part of this solicitation, and any information or documentation presented to District as part of negotiation of a contract or other agreement may be made publicly as required by law.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the District are subject to the Freedom of Information Act. The District will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information act or valid subpoena. Bidder agrees not to pursue any cause of action against the District with regard to disclosure of information.

## 1.16. WITHDRAWAL OF BIDS

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Business Office. Bidders must make their own arrangements for the return of their Bids.

## 1.17. BID OPENING

Bids will be opened and read publicly in the Business Office immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Business Office to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

## **1.18. EFFECTIVE TERM OF BID**

Unless a Bid is expressly rejected by the District, all Bids will remain in effect for sixty (60) days subsequent to the Bid opening. The District may request that Bidders extend

the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids.

## **1.19. EVALUATION OF BIDS**

### 1.19.1 Base Bid and Alternate Bids

Bids will be evaluated based on the Total Bid Price FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING, as listed in the Bid Proposal Form. Alternates, if any, may be awarded individually or awarded to the successful Base bidder.

## **1.19.2 Determination of Responsiveness**

The District will review Bids to determine whether they conform to the requirements of the Bid Documents.

## 1.19.3 Must Bid All Line Items

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

## 1.19.4 Mathematical Calculations

The District reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

## **1.20. REJECTION OF BIDS AND WAIVER OF INFORMALITIES**

The District, in its sole discretion and authority, may determine that it is in the best interest of the District to reject any or all Bids submitted in response to any Invitation for Bids. The District, in its sole discretion and authority, may disregard or waive any informality in the Bids or bidding process.

#### **1.21. CONSIDERATION OF BIDS**

The District reserves the right to reject any and all bids and to disregard any informalities in a bid or the bidding process, when in his/her opinion the best interest of the District will be served by such action.

### 1.22. AWARD OF CONTRACT OR REJECTION OF BIDS

The contract will be awarded to the lowest responsible bidder complying with all the provisions of the Invitation, provided that in the judgment of the District, the bid price is acceptable and in the best interests of the District. The District reserves the right to reject any or all bids received whenever such rejection is in the interest of the District.

The Contract consists of the Bid Documents. Upon the award of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents, which collectively comprise the Contract.

### **1.23. NOTICE OF AWARD**

A written award of acceptance of bid or purchase order will be mailed (or otherwise furnished) to the successful Bidder, within the time for acceptance specified in the Invitation to Bid, shall be deemed to result in a binding contract without further action by either party.

## **II. STANDARD TERMS AND CONDITIONS**

#### 2.1. SEVERABILITY

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

#### 2.2. ENTIRE CONTRACT

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

#### 2.3 ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Contractor from its obligation, or change the terms of the Contract. The Contractor must notify the District, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the District's discretion.

## 2.4 SUBCONTRACTING

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the District; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the District of the names of all Subcontractors to be used and shall not employ any that the District has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on District contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the District is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the District; any substitution of a Subcontractor without the prior written consent of the District is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the District, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from District, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for District approval.

## 2.5. GOVERNING LAW AND JURISDICTION

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to "choice of law" principles. In Illinois State court, venue shall be in the County of Will. If in Federal Court, the Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of Federal courts located within the County of Cook, State of Illinois.

#### 2.6. INDEPENDENT CONTRACTOR

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the District. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

#### 2.7. AMENDMENTS

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the District, unless specifically allowed for by the Contract Documents.

#### **2.8. INDEMNITY**

Contractor must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this

Contract or otherwise to pay or perform its obligations to any subcontractor; the District's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

At the District's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the District has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the District, if the settlement requires any action on the part of the District.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the District are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## 2.9. INSURANCE TO BE PROVIDED

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

## 2.9.1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

## 2.9.2. COMMERCIAL GENERAL LIABILITY (PRIMARY AND UMBRELLA)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. The District is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

## 2.9.3. AUTOMOBILE LIABILITY (PRIMARY AND UMBRELLA)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The District is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

## 2.9.4. UMBRELLA COVERAGE

Umbrella excess liability coverage with limits of not less than \$5,000,000.

## 2.9.5. ADDITIONAL REQUIREMENTS

The Contractor must furnish to Assistant Superintendent for Business and Financial Services/CSBO, Joliet Public Schools District 86, 420 N. Raynor Ave. Joliet, IL 60435, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the District that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the District to obtain certificates or other insurance evidence from Contractor is not a waiver by the District of any requirements for the Contractor to obtain and maintain the specified coverages.

The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the District retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the District in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the District, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the District do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

#### 2.10. ADDITIONAL INSURED

Successful bidder must provide certificate of insurance adding Joliet Public School District 86 as an additional named insured on a primary noncontributory basis, with waiver of subrogation.

Limits of liability to be no less than:

General Liability	2,000,000 per occurrence
Commercial Auto	2,000,000 per occurrence
Workers Compensation	1,000,000
Umbrella Liability	5,000,000

## 2.11. COMPLIANCE WITH ALL LAWS

#### **2.11.1. GENERAL**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, and regulations to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and pay for and obtain all permits, licenses, certificates, fees and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

## 2.11.2. NON-DISCRIMINATION

No Contractor who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The Contractor and all subcontractors employed under the contract shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-10).

## 2.11.3 COMPLIANCE WITH ENVIRONMENTAL LAWS

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

## 2.11.4 COMPLIANCE WITH THE PREVAILING WAGE ACT

This contract, under the Illinois Prevailing Wage Ace, 820 ILCS 130/.01 et seq. (the "Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county (Will County) where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <u>http://www.illinois.gov/idol/</u>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to the prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website or the attached exhibit. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, but not limited to, all wage requirements and notice and record keeping duties. Any revisions to the prevailing wages shall not result in an increase the Contract sun.

As a condition of making payment to the Contractor, the District may require the Contractor to submit an affidavit of the effect that not less than prevailing hourly wage is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

### 2.11.5 BACKGROUND CHECKS

In the event that any of Contractor's employees, agents or subcontractors are to be on school property during the time when students are present, Contractor is required to comply with the following:

- a. Criminal History Records Check. In accordance with Section 5/10-21.9 of the Illinois School Code, any of Contractor's Professionals/Employees who provide services to the District under this Agreement are required to submit to a fingerprint-based criminal history records check conducted by the District. Contractor shall reimburse the District for the cost of the fingerprint-based criminal history records check. The Contractor shall not send any Professional/Employee into any school building unless the fingerprint-based criminal history records check has been initiated by the District.
- **b.** The Contractor shall not send into any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9, or who is listed in the Statewide Sex Offender Registry or the Statewide Violent Offender Against Youth database. Additionally, at least every three months, the Contractor shall check if an employee or agent is listed in the Statewide Sex Offender Registry or the Statewide Registry or the Statewide Violent Offender Against Youth database.
- **c.** Evidence Of Physical Fitness And Freedom From Communicable Diseases. In accordance with Section 5/24-5 of the Illinois School Code, Contractor will provide, at its own expense, evidence of physical fitness to perform duties assigned and freedom from communicable disease for and Contractor's employee that provides services to students or in the schools, under the terms of this Agreement.
- d. Employment History Review Compliance With Faith's Law (105 IICS 5/22-94) The provisions of Section 22-94 of the School Code (105 ILCS 5/22-94) are hereby incorporated by reference and Contractor shall comply with all provisions of Section 22-94, even if not specifically referenced or identified in this Agreement. Contractor, at its expense, shall conduct an employment history review in compliance with Section 22-94 of the Illinois School Code (105 ILCS 5/22-94). Contractor shall conduct said employment history review using the Illinois State Board of Education Sexual Misconduct Disclosure Template for Applicant and the Authorization for Release of Sexual Misconduct-Related Information and Current/Former Employer Response Template (hereinafter referred to collectively as ("Templates"). In accordance with Section 22-94 of the School Code, prior to assigning its employee to perform work for the District, in a position involving direct contact with children or students, the Contractor shall inform the District of any instance known to the contractor in which the employee:

- i. has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or
- ii. has ever been discharged, been asked to resign from, resigned from, or otherwise been separated from any employment, been removed from a substitute list, been disciplined by an employer, or had an employment contract not renewed due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or
- iii. has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

Further, in accordance with Section 22-94, Contractor shall not assign an employee to perform work for the District in a position involving direct contact with children or students if the District objects to the assignment after being informed of an instance listed in the above paragraph.

The Contractor shall not send into any school building or school property any employee or agent who has not undergone an employment history review in conformance with Section 22-94 of the Illinois School Code (105 ILCS 5/22-94), and who has not been accepted by the District in accordance with the provisions of this paragraph.

## 2.12. COLLUSIVE BIDDING

The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation, making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

#### 2.13. RESERVED

## 2.14. SATISFACTORY COMPLIANCE WITH SPECIFICATION

The submission of a bid by the Contractor will be construed as an indication that they are fully informed as to the extent and character of the supplies, materials, or equipment required and can furnish the same satisfactorily in compliance with the specifications.

### 2.15. RESPONSIBILITY FOR HAZARD CLEAN UP

It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by the actions of the bidder.

#### 2.16. SAFETY REQUIREMENTS

- 2.16.1. The contractor and all persons and subcontractors employed by him will comply with all applicable OSHA regulations.
- 2.16.2. Work areas shall remain broom clean and free from obstruction.

### 2.17. WARRANTY

- 2.17.1 The Contractor shall warrant that the new equipment, material and workmanship is free from any defect for a period of one year from the date of final acceptance or the date of beneficial occupancy by the Owner, whichever comes first, unless the equipment manufacturer's warranty extends beyond one year.
- 2.17.2 Extended manufacturer's warranties shall clearly state the start date of the extended warranty, the length of the extended warranty, and detailed information as to exactly what is covered by the extended warranty.
- 2.17.3. The Contractor will respond without delay when notified of any such defect in equipment, material or workmanship, and shall correct the defect as quickly as possible.

### 2.18. NOTICE TO PROCEED:

The District will issue a Notice to proceed to the Contractor after receipt of the required insurance certificate, schedule and other pertinent items. The Contractor shall not commence any work at the job site until the Notice to Proceed has been issued and the school principals have been notified in advance of the commencement of work.

## **2.19. CANCELLATION**

In the event that the Contractor at any time fails to comply with any of the terms or conditions set forth in this agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform, the District shall give ten (10) days' notice in writing to the said contractor. In the event the Vendor does not remedy such failures within ten (10) days from the receipt of such notice the agreement may be terminated.

Furthermore, if the District must contract the service of others because of failure of the Vendor to provide such services under this contract, the Vendor shall assume all costs incurred by the District.

## 2.20. SCHEDULE

2.20.1 All work described in this document shall be completed as quickly as possible after issuance of the Notice to Proceed.

- 2.20.2 The contractor shall submit a written schedule of the work to the District for review and approval no later than (5) five days after approval. The contractor and the District must agree on the schedule prior to the commencement of any work.
- 2.20.3 The contractor will be responsible for providing additional resources as necessary to maintain the agreed upon schedule.

## 2.21. GENERAL GUARANTY

The Contractor shall save the District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

## 2.22. WORK PERFORMED ON DISTRICT PROPERTY

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of services required under this Contract.

## **2.23.** CLEAN UP

Contractor must, during the performance of services, remove and dispose of all materials the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the District. Upon completion of the work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operations.

### III. SCOPE OF WORK AND SPECIFICATIONS: FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING

## 3.1 GENERAL

These specifications are for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING services for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435 to include two distinct service areas:

- 1) Fire/critical condition monitoring.
  - 2) Annual testing of fire/critical condition system.

## **3.2 RESPONSIBILITY FOR WORK**

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work.

### 3.3 NO CONFLICT

Contactor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.

#### 3.4 LICENSED AND CERTIFICATION

Contractor shall employ only persons duly licensed by the State of Illinois to perform the Work required under this Contract for which applicable Illinois Law requires a license. Additionally, Contractor shall employ only technicians certified for FIRE PROTECTION by the NATIONAL INSTITUTE FOR CERTIFICATION IN ENGINEERING TECHNOLOGIES (NICET) to perform the Work required under this Contract.

#### 3.5 NO GUARANTEE OF WORK

The District provides no guarantee of work. Award of a contract does not prevent the District from obtaining the services of another Contractor for any other project if the District so desires and/or is in the public interest to do so.

#### 3.6 SCOPE

The following is intended to describe and specify the on-going monitoring services for the fire and critical alarm systems for the Joliet Public Schools District 86 facilities, and further, to describe and specify monitoring, programming, annual testing, and related services to support the fire and critical alarm systems located within these facilities.

#### **3.6.1 List of Facilities**

The District has Twenty three (23) facilities (See Exhibit B)

#### **3.6.2 List of Current Devices**

List of current devices per facility (See Exhibit C)

#### The general scope of work for this project includes:

#### **3.6.3 Monitoring:**

Provide monitoring and alarm dispatching of the existing fire and critical alarm control panels/communicators.

#### 3.6.4 Cataloging:

Within three months of award of this contract provide a review of each facility and catalog, in a form and format acceptable to the District, the fire alarm components and the critical condition alarm components. Provide an electronic copy of the catalog to the District and maintain the catalog current throughout the life of the contract. The catalog will be the sole property of the District and all copies of the catalog shall be provided to the District upon written demand and none retained by the vendor in any form. Provide

recommendations and associated budgets for upgrades to equipment and/or systems where appropriate.

## 3.6.5 Annual Testing:

The contractor shall include an annual testing of the system and a written Annual Report of the entire fire and critical condition systems and the enunciator panels. The written Annual Report shall be made to the Director of Building Support Services certifying that the system is completely operational or listing any required repairs and the cost of such repairs.

## **3.6.6 Programming:**

Providing necessary programming of the fire and critical condition alarm systems.

## 3.7 MONITORING, REPORTS, AND COMPUTER ACCESS REQUIREMENTS

## **3.7.1 Monitoring Requirements:**

- (1) Provide 24 hours per day, 7 days per week, monitoring of fire and critical monitoring alarms transmitted to the central station and provide appropriate dispatch response to the alarm.
- (2) District shall provide protocols for each school on alarm management and control.
- (3) In general, the alarm monitoring firm will dispatch fire alarms to the appropriate fire dispatch center immediately on receipt of the alarm.
- (4) Maintain call down lists for each facility and perform call downs on receipt of the alarm.
- (5) Provide dispatching special instructions as required.
- (6) Provide District control of code management and contact lists.
- (7) The monitoring facility must be UL listed and certified.

## 3.7.2 Annual Report:

## As a minimum, the Annual Report shall contain the following:

- (1) Provide open/close reports, number of people to contact, alarm reports, alarm verification and others as determined by the District..
- (2) Maintain history/reports/logs for easy retrieval for a period of at least three (3) months.
- (3) Archive history/reports/logs for a period of at least five (5) years.
- (4) Reports must be accessible via a web-based software platform approved by the District.

## 3.8 RESERVED

## **3.9. BASE RATE**

Contractors are to indicate total costs based on the materials/equipment to be provided.

#### 3.10. DELIVERY

The work for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING shall be coordinated with the Director of Facilities and Building Support Services, Paul DuFresne; (815) 727-6506.

#### **3.11 COMPLETE BID**

The bid proposals presented must include all costs associated with purchase of the products/services indicated. The winning bidder will not be reimbursed beyond the amount indicated on Exhibit A.

#### 3.12 PAYMENT FOR SERVICES

Payment for services under this contract shall be made by monthly pro-rata payments.

#### 3.13 CONTRACT TERM

The contract shall commence on July 1, 2024 and end on June 30, 2027.

### EXHIBIT A

#### JOLIET PUBLIC SCHOOLS DISTRICT 86 FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING BID PROPOSAL FORMS

After having read all the specifications and understanding the same, I hereby submit the following proposal for the purchase of FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING for Joliet Public Schools District 86 in accordance with said BID DOCUMENTS.

#### FORMS TO BE COMPLETED:

EXHIBIT A: Bid Proposal Form
EXHIBIT B: List of Facilities
EXHIBIT C: List of Current Devices
EXHIBIT D: Statement of Ethics Certification
EXHIBIT E: Certificate of Eligibility to Bid
EXHIBIT F: Certificate of Compliance with Illinois Drug-Free Workplace Act
EXHIBIT G: Certification regarding Sexual Harassment Policy

RECEIPT OF ADDENDUM: If addenda are issued and received, acknowledge below.

Addenda #1: \_\_\_\_\_ Addenda #2: \_\_\_\_\_ Addenda #3: \_\_\_\_\_ Addenda #4: \_\_\_\_\_

NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED

If this bid is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this proposal.

#### SIGNED FOR THE FIRM:

BY:	DATE:
TITLE:	FIRM NAME:
PHONE:	FAX:
ADDRESS:	
CITY:	STATE: ZIP:

#### EXHIBIT A BID PROPOSAL FORM

	2024-2025	2025-2026	2026-2027
TOTAL BASE BID FOR FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING	\$	\$	\$
<b>TOTAL BID PRICE:</b> "2024-2025 Base Bid for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING" +			
"2025-2026 Base Bid for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING" +	\$		
2026-2027 Base Bid for FIRE/CRITICAL CONDITION MONITORING AND ANNUAL TESTING"			

\*The "Total Bid Price" shall be considered in making the award to the lowest responsible bidder.

List of Facilities											
Building	Abbreviation	Address									
Marshall	AO	319 Harwood St., Joliet, IL 60432									
Building Support Services	BSS	524 Munroe St., Joliet, IL 60436									
Culbertson	СВ	1521 E. Washington St., Joliet, IL 60433									
Cunningham	CN	500 Moran St., Joliet, IL 60435									
Dirksen	D	203 S. Midland Ave., Joliet, IL 60436									
Eisenhower	EI	406 Burke Drive, Joliet, IL 60433									
Farragut	FG	701 Glenwood Ave., Joliet, IL 60435									
Forest Park	FP	1220 California Ave., Joliet, IL 60432									
Gompers	G	1501 Copperfield Ave., Joliet, IL 60432									
Hufford	Н	1125 N. Larkin Ave., Joliet, IL 60435									
Jefferson	JF	2651 Glenwood Ave., Joliet, IL 60435									
JFK Admin	JFK	420 N. Raynor Ave., Joliet, IL 60435									
Keith	КН	400 Fourth Ave., Joliet, IL 60433									
Marycrest	MC	303 Purdue Court, Joliet, IL 60436									
Pershing	PG	251 Midland Ave., Joliet, IL 60435									
Sandburg	SB	1100 Lilac Lane, Joliet, IL 60435									
Singleton	SG	1451 Copperfield Ave., Joliet, IL 60432									
Sanchez	SZ	1101 Harrison Ave., Joliet, IL 60432									
Taft	TF	1125 Oregon Ave., Joliet, IL 60435									
Thigpen	TG	207 S. Midland Ave., Joliet, IL 60436									
Thompson	тном	1020 Rowell Ave., Joliet, IL 60433									
Washington	W	402 Richards St., Joliet, IL 60433									
Woodland	WD	701 Third Ave., Joliet, IL 60433									

## EXHIBIT B

## EXHIBIT C List of Current Devices

Row Labels	AO	BSS	СВ	CN	D	EI	FG	FP	G	Η	JF	JFK	КН	МС	PG	SB	SG	SZ	TF	TG	тном	W	WD	Total
A/C POWER	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	23
A/C POWER FAILURE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	23
A/C POWER RESTORE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	23
ANNUNCIATORS	2	0	2	1	1	1	1	2	1	1	1	0	0	1	2	1	1	3	2	3	2	2	1	31
COMM-FAIL FIRE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	24
COMM-FAULT FIRE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	24
COMM-RESTORE FIRE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	24
DUCT DETECTORS	2	1	2	5	3	3	4	2	4	12	5	0	1	2	6	3	14	22	1	12	7	0	5	116
EQUIPMENT SUPERVISION	9	7	7	7	12	5	11	10	15	7	3	6	8	8	5	4	4	4	10	8	3	5	9	167
FIRE - MANUAL PULL STATION	23	7	14	19	23	5	19	17	54	62	20	17	11	16	19	16	15	8	12	11	9	38	23	458
FIRE ALARM/AUDIBLE	22	9	16	26	36	4	33	20	49	37	27	5	10	12	20	17	33	97	50	100	38	112	7	780
FIRE ALARM VISUAL	36	0	30	66	53	0	87	26	49	72	22	2	43	34	64	26	75	24	1	0	28	1	49	788
HEAT DETECTORS	48	23	55	54	25	14	57	7	111	104	53	30	20	7	52	9	5	4	48	24	12	97	17	876
INDUSTRIAL PROCESS	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	4	0	5
PANEL BATTERIES	3	1	3	6	2	2	5	2	5	4	2	1	2	3	4	2	4	5	2	4	3	4	3	72
PRIMARY TELEPHONE TROUBLE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	23
SECONDARY TELEPHONE TROUBLE	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	23
SMOKE DETECTORS	0	0	4	74	198	40	19	45	294	278	58	1	77	54	5	69	8	55	8	12	55	24	7	1385
CO DETECTORS	0	0	3	5	6	3	0	3	0	2	7	0	0	3	8	3	11	8	3	0	0	3	10	78
TEMPERATURE SUPERVISION	2	1	2	2	2	2	2	4	3	7	0	0	2	2	2	2	5	5	4	2	2	3	0	56
KITCHEN EQUIP. SUPERVISION	0	1	0	0	2	0	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0	2	0	10
Total	155	58	146	273	371	87	246	146	595	597	206	71	182	150	195	160	183	243	149	184	167	303	142	5009

#### EXHIBIT D

### STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.

2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor.

3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.

4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.

5. Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five years.

Name of Firm

Signature

Title

Date

#### EXHIBIT E

### **CERTIFICATE OF ELIGIBILITY TO BID**

To:

Joliet Public Schools District 86 JFK Administrative Center 420 N. Raynor Avenue Joliet, IL 60435 (815) 740-3196

(Bidder), pursuant to Section 33E-11 of the

Illinois Criminal code of 2012 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, it) partners, officers or others of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-11 of the Illinois Criminal code of 2012 as amended and that neither (he, she, it) nor any of (his, her, it) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 2012 as amended.

Name

Company or Corporation

Title

Address

Date

Telephone

(Signature of person making certification)

#### EXHIBIT F

### CERTIFICATION OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

To: Joliet Public Schools District 86 JFK Administrative Center 420 N. Raynor Avenue Joliet, IL 60435 (815) 740-3196

(Contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 530/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of Illinois Drug-Free Workplace Act and, further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name

Company or Corporation

Title

Address

Date

Telephone

APPLICABLE ONLY TO CONTRACTORS WITH 25 OR MORE EMPLOYEES

### CERTIFICATION REGARDING SEXUAL HARASSMENT POLICY

TO:

Joliet Public Schools District 86 JFK Administrative Center 420 N. Raynor Avenue Joliet, IL 60435 (815) 740-3196

(Contractor), does hereby certify pursuant to Section 2-105 of the Illinois 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 using 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.

Name

Company or Corporation

Title

Date

Telephone

Address

(Signature of person making certification)