

JOLIET PUBLIC SCHOOLS DISTRICT 86

INVITATION TO BID –MICROBIAL REMEDIATION

Joliet Public Schools District 86 is receiving sealed bids for Microbial Remediation work. Sealed bids are due June 7, 2023, at 2:00 p.m. 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
JFK Administration Center
420 N. Raynor Ave.
Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: “BID ENCLOSED, MICROBIAL REMEDIATION.”

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 JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 during normal business hours.

The bid opening will take place at the JFK Administration 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
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, or execution of a contract, or execution of a purchase order, pursuant to the Bid Documents, the Bid Documents become the Bid Documents.

Attached Exhibits:

EXHIBIT A Bid Proposal Form (2 pages)

EXHIBIT B Certification of ability to complete work on time (1 page)

EXHIBIT C Statement of Ethics Certification (1page)

EXHIBIT D: Certificate of Eligibility (1 page)

EXHIBIT E: Certificate of Compliance with Illinois Drug-Free Workplace Act (1 page)

EXHIBIT F: Certification regarding Sexual Harassment Policy (1 page)

EXHIBIT G: Certificate of Criminal Background Checks (1 page)

EXHIBIT H: Notice of Prevailing Wage Act Applicability (1 page)

1.2. PROPOSAL FORMS

Bids shall be submitted only on the forms provided. The bidder shall retain one (1) copy for his/her files and submit one (1) copy signed and in a sealed envelope marked “BID ENCLOSED, MICROBIAL REMEDIATION.” Telephonic, electronic or fax bids will not be accepted.

1.3. QUALIFIED BIDDERS

Bidders must have a minimum of 5 years of experience in MICROBIAL REMEDIATION with at least 3 contracts of similar scope of work. Bidder shall supply a 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. Any bidder who cannot attest as part of their bid that they can remediate all microbial growth as described in the scope of work on or before July 7, 2023 will be deemed to not be a qualified bidder and their bid may be rejected.

1.4. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for proposal 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 for the delivery of any materials called for within this invitation to bid. 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/ MANDATORY PRE-PROPOSAL MEETING

Questions, inquiries or notices concerning the substance of the bid documents must be submitted in writing to and received by Paul DuFresne, Director of Facilities, 420 N. Raynor Ave., Joliet, IL 60435 no later than June 2, 2023. 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 bid 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.

A bidder may request a tour of the Annex Building at Washington Junior High School by contacting Paul DuFresne no later than June 1, 2023. A tour is not required in order to be considered a responsive bidder. Any such tour will be conducted after normal school hours and at a time that is set by the District. Multiple bidders may be given a tour at the same time based on efficiency and economy at the District's sole discretion. No tour will be conducted after June 5, 2023.

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 by regular mail and/or facsimile to those interested bidders who have requested notice of addenda in writing addressed to:

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

Addenda will not be issued after June 5, 2023. 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 proposal. 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 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 proposal. Each Bidder must complete all of the forms, including Exhibits. The forms, including the 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 proposal 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 Bid Documents.

1.14. AUTHORIZED DEALER/DISTRIBUTOR

For proposals 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 Bidder 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 Bidder must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bidder certifies 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.K. Administrative Building, 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 Thursday, 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 "PROPOSAL FOR MICROBIAL REMEDIATION." 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 the 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 PROPOSALS

Bidders may withdraw their proposal at any time prior to the date and time for the 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 proposal.

1.17. PROPOSAL OPENING

Proposals will be opened and read publicly in the Business Office immediately after the deadline for the submission of Proposals has passed. Announcement of the Proposals and the apparent low proposal are neither final nor binding. All Proposals are subject to review by the District to determination the award of a contract, if any.

1.18. EFFECTIVE TERM OF PROPOSAL

Unless a Proposal is expressly rejected by the District, all Proposals will remain in effect for sixty (60) days subsequent to the Proposal opening. The District may request that Bidders extend the effective period of their Proposals. 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 Proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of Proposal. The District reserves the right to withhold and deposit, as liquidated damages, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its Proposal prior to the sixty (60) day period.

1.19. BLANK

1.20. AWARD

The District will evaluate proposals in its sole discretion. If, the District determines to make and award, the award will be made in the best interest of the District and for a proposal, that the District, in its sole discretion, determines will be most advantageous to the District. An award may be made regardless of the proposal price offer.

1.21. PERFORMANCE SECURITY

A certified check or bank draft or bid bond made payable to Joliet Public Schools District 86 shall be submitted with the PROPOSAL in the amount of **five percent (5%) of the Base Total proposal**. The bid security will be forfeited by the successful bidder in the event of the proposer's failure to fulfill the contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and reviewing all bids.

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 Bid 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

Bidder 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 Bidder from its obligation, or change the terms of the Contract. The Bidder 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 Bidder from its obligations or change the terms of the Contract. The Bidder 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 Subcontractors, the Bidder 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 Bidder 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 Bidder will only subcontract with competent and responsible Subcontractor. 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 Bidder 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 State court, the venue shall be in the County of Will. If in Federal Court, the Bidder hereby irrevocably submits and will cause its Subcontractor to submit, to the original jurisdiction of Federal courts located within the County of Cook, State of Illinois.

2.6. INDEPENDENT BIDDER

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 Bidder and the District. The rights and the obligations

of the parties are only those set forth in this Contract. Bidder must perform under this Contract as an independent Bidder 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 Bid or any part thereof, is valid unless stipulated in writing and signed by the Bidder and the District, unless specifically allowed for by the Bid Documents.

2.8. INDEMNITY

Bidder 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 Bidders 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 Bidder 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 Bidder, its employees, agents and subcontractor.

At the District's option, Bidder 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 Bidder 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 Bidder's performance of work or services beyond the term. Bidder 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 Bidder's duties under this Contract, including the insurance requirements set forth in the Contract.

2.9. INSURANCE TO BE PROVIDED

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

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

2.9.1. WORKERS COMPENSATION AND EMPLOYERS' 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 Bidder 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 Bidder 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 Bidder 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 Bidder must furnish to Assistant Superintendent for Business and Financial Services, 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 Bidder 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 Bidder is not a waiver by the District of any requirements for the Bidder to obtain and maintain the specified coverages.

The Bidder shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Bidder 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 Bidder 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 Bidder.

The Bidder 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 Bidder in no way limit the Bidder'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 Bidder 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 Bidder 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 Bidder must require all subcontractors to provide the insurance required herein, or Bidder may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Bidder unless otherwise specified in this Contract.

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

2.10. ADDITIONAL INSURED

Bidder must provide certificate of insurance adding Joliet Public Schools District 86 as an additional named insured on a primary noncontributory basis, with waiver of subrogation. A copy of insurance certificate including Joliet Public Schools District 86 as an additional insured shall be included with bid.

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

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

Bidder 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 Bid 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.

Bidder 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 Bidder 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 Bidder 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. Bidder further agrees that this article will be incorporated by the Bidder in all contracts entered into with suppliers of materials or services, Bidders 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 Bidder 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 Bidder 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 Bidder 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 Act, 820 ILCS 130/.01 et seq. (the “Act”), the Act requires Bidders and subcontractor 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: <http://www.illinois.gov/idol/>. The Department revises the prevailing wage rates and the Bidder/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 Bidders 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 sum.

As a condition of making payment to the Bidder, the District may require the Bidder 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 CRIMINAL HISTORY RECORDS CHECK

In accordance with Section 5/10-21.9 of the Illinois School Code, any of Bidder’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. Bidder shall reimburse the District for the cost of the fingerprint-based criminal history records check. The Bidder shall not send any Professional/Employee into any school building unless the fingerprint-based criminal history records check has been initiated by the District.

The Bidder 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 quarterly, the Bidder shall check if an employee or agent is listed in the Statewide Sex Offender Registry or the Statewide Violent Offender Against Youth database.

2.11.6. EVIDENCE OF PHYSICAL FITNESS AND FREEDOM FROM COMMUNICABLE DISEASES

In accordance with Section 5/24-5 of the Illinois School Code, Bidder will provide, at its own expense, evidence of physical fitness to perform duties assigned and freedom from communicable disease for and Bidder’s employee that provides services to students or in the schools, under the terms of this Agreement.

2.11.7 EMPLOYMENT HISTORY REVIEW – COMPLIANCE WITH FAITH’S LAW (105 ILCS 5/22-94)

The provisions of Section 22-94 of the School Code (105 ILCS 5/22-94) are hereby incorporated by reference and Bidder shall comply with all provisions of Section 22-94, even if not specifically referenced or identified in this Agreement.

Bidder, 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). Bidder 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”). Should the Illinois State Board of Education (ISBE) update said Templates, Bidder shall use the most current ISBE version of the 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 Bidder shall inform the District of any instance known to the Bidder in which the employee:

(A) 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;

(B) 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

(C) 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, Bidder 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 Bidder 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 proposal 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. THIS SECTION INTENTIONALLY LEFT BLANK

2.14. SATISFACTORY COMPLIANCE WITH SPECIFICATION

The submission of a bid by the Bidder 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 Bidder 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 Bidder 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 Bidder 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 – SERVICE CONTRACTS

The District will issue a Notice to proceed to the Bidder after receipt of the required insurance certificate, schedule and other pertinent items. The Bidder 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 Bidder 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 Bidder is in any other way unfit, unqualified, or unable to perform, the District shall give ten (10) days' notice in writing to the said Bidder. 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. All qualified bidders recognize that time is of the essence. In the event that the Contract is awarded to the lowest responsible bidder and that successful bidder cannot or fails to deliver by March 14, 2023, the District reserves the right to select the next lowest responsible bidder who can timely deliver the goods required. All bids that are responsive will remain open until March 31, 2023, so that if the selected lowest responsible bidder cannot or fails to deliver by the above date, the second lowest responsible bidder may complete this project.

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 Bidder shall submit a written schedule of the work to the District for review and approval no later than (5) five days after approval. The Bidder and the District must agree on the schedule prior to the commencement of any work.

2.20.3 The Bidder will be responsible for providing additional resources as necessary to maintain the agreed upon schedule.

2.21. GENERAL GUARANTY

The Bidder 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 Bidder is not the patentee, assignee, licensee or owner.

2.22. BIDDER WARRANTIES

Bidder hereby warrants for a period of one year from the date of final acceptance by the District that it will at its own expense and without cost to the District, repair any defective workmanship not in compliance with the Contract.

2.23. WORK PERFORMED ON DISTRICT PROPERTY

Bidder'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.

2.24. CLEAN UP

Bidder 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 Bidder 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.

2.25. ACCEPTANCE:

The work included in this Scope of Work will be accepted after the following have been accomplished:

- A. All work required by this Scope of Work has been completed.
- B. All punch list items have been corrected.
- C. Warranties and Inspection Reports have been submitted to the District Construction Manager.
- D. All excess material and trash has been removed from the project site and the area made broom clean.

2.26. PERFORMANCE BONDS

The successful bidder must furnish a performance bond and a labor and material payment bond acceptable to Joliet Public Schools District 86 and made out to Joliet Public Schools District 86 as security for the faithful performance of the contract, within ten (10) days of the notification that their bid has been accepted. The surety on the bond shall be a company that is licensed by the Illinois Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of a least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond is an amount equal to one hundred percent (100%) of the contract sum. Such bonds shall be in force from the date of the signing of the contract (or issuance of a purchase order) until one year after the issuance of final payment. The cost of the bonds shall be included in the bidder's proposal. The bond shall be in conformance with the Public Construction Bond Act (30 ILCS 550/1 et. seq.).

III. SCOPE OF WORK AND SPECIFICATIONS

3.1 GENERAL

These specifications are as provided in the following document dated May 2, 2023, which is attached hereto and made a part hereof:

**Forensic Analytical Consulting Services (FACS) Microbial
Remediation Specifications, Washington Junior High School, Annex
Building, 402 Richards Street, Joliet, Illinois, 60433**

3.2 RESPONSIBILITY FOR WORK

As part of the Work, the Bidder 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

Contactors 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

Bidder shall employ only persons duly licensed by the State of Illinois, or any other regulatory agency with authority over the work, to perform the Work required under this Contract for which applicable Illinois or federal law requires a license.

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 Bidder for any other project if the District so desires and/or is in the public interest to do so.

3.6 SCOPE

The following describes and specifies the scope of work/services:

Forensic Analytical Consulting Services (FACS) Microbial Remediation Specifications, Washington Junior High School, Annex Building, 402 Richards Street, Joliet, Illinois, 60433 (Dated May 2, 2023)

3.7. BASE RATE

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

3.8. DELIVERY

The work for Microbial Remediation shall be coordinated with the Paul DuFresne, Director of Facilities, Joliet Public Schools District 86.

3.9. COMPLETE BID

The proposal presented must include all costs associated with purchase of the products/services indicated. The successful Bidder will not be reimbursed beyond the amount indicated on Exhibit A.

3.10. PAYMENT FOR SERVICES

Payment for services under this contract shall be invoiced by the successful bidder subsequent to delivery and completion of all work.

3.11. CONTRACT TERM – TIME IS OF THE ESSENCE

The contract shall commence on June 14, 2023, with completion of work no later than July 7, 2023. Time is of the essence in the performance of this contract.

EXHIBIT A

JOLIET PUBLIC SCHOOLS DISTRICT 86

**Microbial Remediation, Washington Junior High School, Annex
Building,
402 Richards Street, Joliet, Illinois, 60433**

**RFP PROPOSAL FORM
(1 OF 2 PAGES)**

After having read all the specifications and understanding the same, I hereby submit the following proposal for **Microbial Remediation Specifications, Washington Junior High School, Annex Building, 402 Richards Street, Joliet, Illinois, 60433**, for Joliet Public Schools District 86 in accordance with said PROPOSAL DOCUMENTS.

FORMS TO BE COMPLETED:

1. EXHIBIT A - PROPOSAL FORM
2. EXHIBIT B – CERTIFICATION OF ABILITY TO COMPLETE WORK ON TIME
3. EXHIBIT C- STATEMENT OF ETHICS CERTIFICATION: Complete and attach.
4. EXHIBIT D - CERTIFICATE OF ELIGIBILITY TO BID: Complete and attach.
5. EXHIBIT E - CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT: Complete and attach.
6. EXHIBIT F- SEXUAL HARASSMENT CERTIFICATION: Complete and attach.
7. EXHIBIT G- CRIMINAL BACKGROUND CERTIFICATION: Complete and attach.

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

Addenda #1: _____ Addenda #2: _____

Addenda #3: _____ Addenda #4: _____

NOTE: UNSIGNED PROPOSALS WILL NOT BE ACCEPTED

PROPOSAL TOTAL PRICE \$ _____

If this proposal is accepted, the undersigned offers and agrees to furnish all goods and 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: _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

EXHIBIT B

CERTIFICATION OF ABILITY TO COMPLETE WORK ON TIME

By submission of this bid or proposal, the Bidder certifies that they are aware that time is of the essence in the performance of this contract and they further certify that they will complete the work within the time listed in Sections 1.3 and 3.11.

Name of Firm

Signature

Title

Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

EXHIBIT C

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

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

EXHIBIT D

CERTIFICATE OF ELIGIBILITY TO MAKE PROPOSAL

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 as amended (720 ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or others of (his, her, its) business has/have been barred from contracting with any unit of State of local government as a result of a violation of either Bid-rigging under Section 33E-3 or Bid-rotating under Section 33E-4 of Article 33E of Illinois Criminal Code as amended. (720 ILCS 5/33E-1 et.seq.)

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

(Signature of person making certification)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

EXHIBIT E

**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

_____ (Bidder), 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 BIDDERS WITH 25 OR MORE EMPLOYEES

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION
EXHIBIT F**

**CERTIFICATION REGARDING
SEXUAL HARASSMENT POLICY**

TO:

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

_____ (Bidder), 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	Address
Date	Telephone

(Signature of person making certification)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

EXHIBIT G

CERTIFICATE OF CRIMINAL BACKGROUND CHECKS

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

_____ (Bidder), hereby certifies that all efforts are made to screen employees and background checks are made to ensure that employees have no prior criminal record that would render said persons as forbidden in a school setting as required by the Illinois School Code, 105 ILCS 5/10-21.9, within three (3) months prior to submission of the bid. I understand that the results of such criminal background checks need not be provided with the bid but must be made available upon request of the Board of Education of Joliet Public School District 86.

Name	Company or Corporation
Title	Address
Date	Telephone

(Signature of person making certification)

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public

My commission expires: _____

**JOLIET PUBLIC SCHOOLS DISTRICT 86
MICROBIAL REMEDIATION**

**EXHIBIT H
COMPLIANCE WITH PREVAILING WAGE ACT**

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

_____ (Bidder) does hereby certify that in performing the contract project for Joliet Public Schools District 86, Will County Illinois, Bidder has and will fully comply with the provisions of the Illinois Prevailing Wage Act (820 ILCS 130/1 et. seq.)

Name

Company or Corporation

Title

Address

Date

Telephone