



## **SCHOOL DISTRICT 54**

Ensuring Student Success

524 East Schaumburg Road  
Schaumburg, Illinois 60194

Phone 847/357-5017  
FAX 847/357-5001  
TTY 847/357-5076  
<http://sd54.org>

Andrew D. DuRoss  
Superintendent of Schools

Debbie Budz  
Purchasing Supervisor

September 26, 2023

### **INVITATION TO BID – COOLING TOWER RELINING**

Schaumburg School District 54 is requesting bid proposals for our Cooling Tower Relining project.

**Scope:** The work will be a three year phase schedule involving scraping, sandblasting and coating of existing cooling towers.

**Mandatory Pre-Bid Meeting:** A mandatory pre-bid meeting is scheduled for 10:00 a.m. on Thursday, October 5, 2023 at the Schaumburg School District 54 Rafferty Administration Center, 524 E. Schaumburg Road, Schaumburg, IL 60194. There will be an opportunity to visit various project locations immediately following the pre-bid meeting. This will be the only time that Bidders will be allowed access to the project sites. Failure to attend this pre-bid meeting shall result in the rejection of any bids by those non-attending bidders.

**Bid Submittal:** Bidder must submit the original and one copy of the completed bid form with all spaces filled in, executed by the bidder, and submitted in a sealed envelope clearly marked “Bid – Cooling Tower Relining”.

**Bid Opening:** Bids must be received by 2:00 p.m., local time, on Thursday, October 19, 2023 addressed to Debbie Budz, Purchasing Supervisor, School District 54, 524 East Schaumburg Road, Schaumburg, IL 60194. Bids received after this date and time will not be accepted. In conformance with the terms and conditions of these specifications, including the Invitation to Bid and other documentary forms herewith, the bidder hereby proposes, offers and agrees if this bid is accepted to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**Bid Deposit:** A Bid Bond, Cashier's Check or Certified Check in the amount of 10% of the bid pricing, must be submitted along with your bid proposal. Bids not containing a Bid Bond, Cashier's Check or Certified Check as indicated here will be considered incomplete and thereby disqualified. This sum shall be forfeited should the successful Contractor fail to enter into a binding contract within five (5) days after successful Contractor has been awarded the contract.

**Prevailing Wages:** Please note that this is a public works project and all Bidders must comply with applicable Illinois law requiring the payment of prevailing wages to its workers and laborers.

If during the time period of this work these rates change, the Bidder shall be responsible for any additional costs without any changes to the contract amount.

**Retailer's Occupation Tax:** Sales of any kind to Schaumburg School District 54 are exempt from the Retailer's Occupation Tax (both State and Local) and the Service Use Tax.

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

Thank you for your interest and time spent in bidding this project.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Budz".

Debbie Budz  
Purchasing Supervisor

**SCHAUMBURG SCHOOL DISTRICT 54  
INSTRUCTIONS TO BIDDERS**

**GENERAL INSTRUCTIONS**

Bids shall be submitted in a sealed envelope properly marked with the title of bid, date and time of opening to the attention of Debbie Budz, Purchasing Supervisor. Bids must be received on or before the time scheduled for the deadline. An electronic or facsimile bid will not be accepted.

The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been received by the School District before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be opened for consideration.

Each bidder shall submit their proposal only on the bid form provided (or an exact facsimile thereof). Failure to do so shall cause rejection of proposal.

Unsigned bids will not be considered.

School District 54 is not subject to Federal Excise Tax or Illinois Retailers' Occupational Tax.

Correspondence shall be addressed to Debbie Budz, Purchasing Supervisor, by email at [debbiebudz@sd54.org](mailto:debbiebudz@sd54.org).

**ERRORS AND OMISSIONS**

All proposals shall be submitted with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, that bidder shall advise Debbie Budz by email at [debbiebudz@sd54.org](mailto:debbiebudz@sd54.org) who will issue the necessary clarifications to all prospective bidders by means of addenda. The deadline for questions is Thursday, October 12, 2023 at 12:00pm.

Bids shall be without interlineations or erasures. No oral, telephonic, telegraphic, or facsimile bid or revision to bid will be considered. Illinois law shall prevail in all instances in regard to this Invitation to Bid and the bid proposals.

**BID SECURITY**

A bid bond, cashier's check, or certified check in the amount of 10% of Base Bid shall accompany bid proposal as a guarantee that, if award is made, the Contractor will sign the agreement and furnish the required bonds within ten days or forfeit his bid security as liquidated damages but not as a penalty. Cash deposits will not be accepted.

**PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

Upon award of contract, the Contractor shall be required to furnish a Performance Bond, and Labor and Material Payment Bond in a Penal sum of One Hundred Percent (100%) of the total amount

payable by the terms of the contract. Bonds shall be placed with a surety company or companies having a policyholder's rating not lower than "A" and must be acceptable to the Owner. Costs of bond shall be included in each Prime Contractor's proposal.

### **INSURANCE**

Each successful Bidder shall furnish and pay for insurance in accordance with the conditions stipulated. Bidder shall file with the Owner, Certificates of Insurance certifying to insurance coverage specified herein. All Certificates shall contain a clause stating that the policy will not be canceled without thirty (30) day's prior written notice having first been sent to the Owner. Bidder shall carry insurance to cover responsibility and liability of all kinds, and shall require subcontractors to carry similar insurance. General Liability on the Certificate of Insurance shall read "Aggregate Limit per Location" with the location being named.

The Certificate of Insurance requirements shall be maintained by the Bidder receiving award in addition to all subcontractors as stated during the execution of the Contract and until such time as contract work is complete. In addition to Certificate Holder, said Certificate is to name Schaumburg School District 54 as "Additionally Insured." Designated Certificate is to be submitted to the School District by the Bidder immediately upon receiving contract award.

The successful Bidder shall include, during the life of this contract, insurance under a contractor's floater, or as an alternative, specific fire insurance with the standard extended coverage, and vandalism and malicious mischief endorsements on all Contractors' machinery, tools, equipment, forms scaffolding, construction sheds, and similar property, rented or owned, used in the construction work but not becoming a part of the completed building.

The policy shall provide that in a case of loss from any cause whatsoever, there shall be no liability on the part of the building Owner for Property of this nature belonging to or rented by any Contractor or Subcontractor, or by any employee of a Contractor. The Contractor's floater referred to herein may be an all-risk or named peril policy; but, if a named peril policy, it shall be written to include loss caused by the following perils: Fire, lightning, and the perils insured against under the extended coverage and vandalism and malicious mischief endorsements.

The Bidder shall be fully liable/responsible for all products stored for Owner in Bidder's storage facility and shall have insurance to cover all such materials. Successful Bidder shall provide Owner with proof of 100% Coverage.

Should claims for vandalism arise under the School District's property coverage, the Bidder is to give immediate notice regarding said claim.

### **PREVAILING WAGES**

All Bidders must comply with applicable Illinois law requiring the payment of prevailing wages to all laborers, workman and mechanics working on publicly funded projects. If during the time period of this work these rates change, the Bidder shall be responsible for any additional costs without any changes to the contract amount.

### **CRIMINAL BACKGROUND INVESTIGATION**

Background checks are a requirement for any contractor working in district, within School District 54 buildings. It is the responsibility of the Bidder/Contractor to have any and all employees working at School District 54 sites to submit to a fingerprint background check. Coordination for background checks for the successful Bidder is mandatory and should be directed to Debbie Budz for instructions prior to sending any employees.

### **COMPLIANCE WITH LEGISLATION**

Sections 39s-1 to 39s-12 of C Chapter 48 and Sections 39s-4 of Illinois Revised Statutes.

Bidder represents that goods or services provided under this purchase order are manufactured and sold in accordance with the requirements of the Fair Labor Standard Act as amended and all other applicable Federal, State and Local laws.

It shall be mandatory that the Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that he will comply with all provisions of the Illinois Fair Employment Practices Commission as required by the Rules and Regulations for public contracts.

The following statutes also govern the work: The Illinois Human Rights Act (HRA) Illinois Revised Statutes, Ch. 68, Par. 1-101 et seq (including the requirement that every party to a public contract shall have adapted written sexual harassment policies, P.A. 87-1257).

### **WITHDRAWAL OF BID**

Bids may be withdrawn by letter in U.S. mail, electronic mail, facsimile, or in person prior to the time and date established for the opening of bids.

### **INDEMNIFICATION**

It is expressly understood and agreed that the Bidder shall be responsible for any and all damages to property and any and all injury, damage or disease to or death of any person including Contractor, Subcontractor or any of their respective employees arising directly or indirectly from or in connection with work performed which is the subject of this bid, including subcontracted work provided by Bidder and shall indemnify, defend and hold harmless the Owner, Schaumburg School District 54, its Board, its employees, agents, and assigns from all loss, damage, costs and expenses (including court costs and attorney fees) which any of them may suffer or sustain or be threatened with liability for, arising out of, in connection with or based upon injury, damage, disease or death including claims filed by employees of any contractor or subcontractor engaged by the Contractor in connection with work performed.

### **PRICES AND PAYMENT**

Prices, terms and conditions must be firm for a period of ninety (90) days from the date of the bid opening unless otherwise agreed to by District 54 and bidder.

Approval for payment of the work will take place within a thirty (30) day period from receipt of invoice, providing the work has been completed in a satisfactory and acceptable condition to the School District.

Payment by the Board for the work provided hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.

In making payments there shall be retained ten percent (10%) of the total amount requested, until the work has proceeded and been completed to the satisfaction of the Owner.

Upon request for payment, Contractor shall furnish substantiating waivers of lien showing payments for materials and labor, including payments to subcontractors. With request for final payment Bidder/Contractor shall furnish final waivers of Lien from all parties concerned, in the full amount, of all subcontracts. The practice of submission of waivers of lien without prior payment of amount due shall be disapproved and will not be accepted, such practice being in violation of the State Mechanic's Lien Statute. Failure to supply waivers of lien or evidence of payments of all current accounts and failure to supply waivers for the entire job on completion will be considered grounds for withholding final payment.

### **CERTIFIED PAYROLL**

Before any payment can be made, the Bidder/Contractor must submit a Certified Payroll to the School District with each pay application submitted for the work of any and all subcontractors. The certified payroll must consist of a complete copy of the records required to be kept under Section 5 (a)(1) of the Prevailing Wage Act, 820 ILCS 130/.

### **SUBSTANTIAL COMPLETION AND FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the contract sum shall be paid to the Contractor, will be made upon receipt of the final invoice and Certified Payroll provided the work has then been completed and inspected by District, the Contract fully performed, invoicing is correct, and a final Certificate for Payment has been issued.

### **INVESTIGATION OF BIDDERS**

The Business Office will make such investigation as is necessary to determine the ability of the Bidder to fulfill proposal requirements. The Bidder shall furnish such information as may be requested and shall be prepared to produce such financial documentation as well as show types of services or supplies similar to that included in his/her proposal. The Bidder must submit at time of bid proposal, a list of three (3) references where this particular process and scope has taken place within the last five (5) years.

### **CONTRACT AWARD**

Contracts will be awarded to the lowest responsible, responsive, Contractor complying with the conditions of the contract including the time-frame required for the project scope. Such determinations will be based on that which in its opinion is in the best interests of the School District. Such decision shall be final.

Scheduling and coordination is required for successful completion of this project. Much consideration will be given to the proposed project timeline and date on which work will be completed so that the School District will not experience any delays or impact to the educational process. The School District reserves the right to reject any proposal if it is determined that the

Bidder is not properly qualified to carry out the obligations of the Contract. Upon award of contract it will be the responsibility of the Contractor to verify all details prior to project commencement to eliminate any shortages/overages in material at time of installation.

**RESERVATION OF RIGHTS BY THE DISTRICT**

The Schaumburg School District 54 Board of Education reserves the right to reject any or all bids, to waive any informalities and all irregularities in bidding procedures, and to accept that bid proposal which is considered to be in the best interests of the School District at this time. Any such decision shall be considered final.

Purchaser reserves the right to return at Seller's/Contractor's expense any part or all of a shipment not made in compliance to specifications or to the terms and conditions of this Request for Bid.

**SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

**EXCEPTIONS**

Any exceptions to these terms and conditions or deviations from the written specifications must be shown in writing and attached to the Bid Proposal form.

**SAFETY DATA SHEETS**

Safety Data Sheets for all products that will be used for restoration of the specified process must be submitted by the Successful Bidder.

**ASBESTOS HAZARD EMERGENCY ACT (AHERA)**

Asbestos Containing Materials (ACM) has been found in School District 54 buildings. Airborne asbestos is a potential health hazard. Unless disturbed, these materials are in good condition. The location of the ACM's, and the Asbestos Operation and Maintenance Program are described in the AHERA Management Plan, which is available for your review at the Rafferty Administration Center. Do not disturb these materials (ACM's). If questions arise regarding (ACMs) contact Erik Heidrich, 847.357.6861.

**OTHER GENERAL REQUIREMENTS**

Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion, and if no member of the Board of Education of this district nor other officer of this district is directly or indirectly interested in the bid or in any portion of the profits thereof.

If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit or creditors is made by Contractor, the School District may cancel this order without liability except for work previously completed in accordance with the terms, conditions, and specifications contained herein.

The School District's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the Invitation to Bid shall not in any way affect, limit, or waive the School District's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

**PROJECT COORDINATION**

Contractor shall coordinate his work with the school district to ensure that projects is performed in a timely fashion to meet the project time schedule for all work. Coordination to minimize impact to students and staff is crucial.

**NOTICE TO PROCEED**

The estimated date for work to commence under this contract could be on, or around, Monday, November 6, 2023. Schedule of work and project timeline will require pre-approval by the District and will be coordinated with the Bidder awarded the contract. Work must be completed by Friday, March 29, 2024.

**ALLOWANCES**

Include the sum of \$10,000.00 for miscellaneous locker repair work not indicated in these specifications. This amount is to be included in your total bid amount.



## **SPECIFICATIONS**

### **SCOPE OF WORK**

The work is to be done at 26 school locations over the course of a three year phase schedule. Scope of work includes, but is not limited to:

- B.A.C. Cooling Tower model number VFL-722-723-963.
- Cover and protect coils in cooling towers from underneath.
- Scrape and sandblast the basins underneath the coil and side walls that are exposed and reachable. Prepare for coating.
- Spray/apply CIM2000 elastomeric membrane to all sandblasted surfaces including the basis, to prevent corrosion and seam leaks.
- Clean any debris and dispose of in dumpster provided by the School District.
- Make sure units are performing and working as required by B.A.C. Communicate any issues to appointed District contact at the time of discovery.

### **REQUIREMENTS**

Contractor must seal door with visqueen and mask off all areas to prevent odor and overspray to building.

Proper protection is required to ensure that surrounding areas are maintained and not damaged.

Safety Data Sheets (SDS) are required for any product that is a hazardous chemical, as defined under 29CFR 190.1200 and must be provided to the School District prior to project commencement.

Year one estimated project commencement date: Monday, November 6, 2023

Year one project completion date: Friday, March 29, 2024

For planning purposes, phase years two and three are to follow a similar sequence.

Work is to take place between the hours of 7:00am – 5:00pm. Consideration must be given to any impact on the school day and educational process.

Should Contractor wish to schedule work outside of the standard work day schedule of Monday – Friday, 7:00am – 5:00pm, prior coordination and approval is required by the District.

Prior to commencement of project, full scheduling plan is to be submitted for review and approved by District.

Fingerprint criminal background checks must be performed on all employees staffing this project. Successful Bidder must coordinate with [debbiebudz@sd54.org](mailto:debbiebudz@sd54.org) for details upon award.

Bidder shall provide a minimum of three (3) references that may be contacted by School District 54. Reference should be for a similar size and project scope.

### **SCHOOL INFORMATION**

This information is provided for the purpose of bidding and for preparing of cost for the proposed project.

Please note that the schedule proposed below indicates a three year build out of work. In order for a submission to be considered responsive, companies are requested to provide pricing to lock in for the full three year phase of repairs.

<b>School</b>	<b>Number of Towers</b>	<b>Phase 1 2023</b>	<b>Phase 2 2024</b>	<b>Phase 3 2025</b>
Campanelli	1	x		
Churchill	1	x		
Dirksen	1	x		
Dooley	1	x		
Einstein	2	x		
Fox	1	x		
Frost	2	x		
Hale	2	x		
Lakeview	2	x		
LP	1	x		
MacArthur	1	x		
Mead	2	x		
Aldrin	2		x	
Armstrong	2		x	
Collins	2		x	
Hanover	2		x	
Hoover	2		x	
Link	2		x	
Muir	2		x	
Nerge	2		x	
Addams	3			x
Blackwell	2			x
Eisenhower	2			x
Enders-Salk	2			x
Stevenson	2			x

### **WARRANTY**

The Contractor shall submit a written warranty for work performed.

## **INSPECTION**

Upon completion of work, remove protection and any overspray on surfaces. Remove all trash and leave area in a clean, orderly condition.

Schaumburg School District 54 will conduct spot inspections while job in progress to make sure all specifications are being followed. A full inspection is required and should be coordinated with District prior to closing out one building and moving on to the next.

**BIDDER INFORMATION**

Bidding Company Name:

Representative's Name:

Address:

Telephone:

Fax:

Email Address:

I acknowledge the opportunity was extended to examine site conditions, have examined all bid documents, and agree to the following:

- A. To hold this bid open until ninety (90) calendar days after the date of bid opening. If awarded a contract, Contractor's bid must remain in effect until satisfactory completion of job as determined by Owner.
- B. Furnish bond/security deposit and insurance requirements required by the bid documents.
- C. Accomplish the work in accordance with the bid documents and contract.
- D. Complete the work according to the time schedule as stated in documents and subsequent scheduling requirements upon award.

10% Bid Security for \$ \_\_\_\_\_ in the form of \_\_\_\_\_ is enclosed.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Bidding Company Name: \_\_\_\_\_

## COOLING TOWER RELINING BID FORM

### Year 1 – 2023

Location	Number of Towers	Bid Cost
Campanelli	1	
Churchill	1	
Dirksen	1	
Dooley	1	
Einstein	2	
Fox	1	
Frost	2	
Hale	2	
Lakeview	2	
Lincoln Prairie	1	
MacArthur	1	
Mead	2	
<b>Subtotal - Year 1 Cost</b>		

### Year 2 - 2024

Location	Number of Towers	Bid Cost
Aldrin	2	
Armstrong	2	
Collins	2	
Hanover	2	
Hoover	2	
Link	2	
Muir	2	
Nerge	2	
<b>Subtotal - Year 2 Cost</b>		

### Year 3 – 2025

Location	Number of Towers	Bid Cost
Addams	3	
Blackwell	2	
Eisenhower	2	
Enders-Salk	2	
Stevenson	2	
<b>Subtotal - Year 3 Cost</b>		

### Total Project Bid Cost

Year 1	
Year 2	
Year 3	
<b>Total Bid Cost</b>	

Bidding Company Name: \_\_\_\_\_

**BIDDER REFERENCE SHEET**

**Bidder shall provide a minimum of three (3) references that may be contacted by School District 54**

1. School System Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. School System Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

3. School System Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**PREVAILING WAGE RATE CERTIFICATION**

\_\_\_\_\_ (Bidder) hereby certifies that all laborers and  
Workers performing work under this contract shall not be paid less than the prevailing wage rate  
as set forth by the Illinois Department of Labor, and that the Bidder and all subBidders shall in all  
respects comply with the *Prevailing Wage Act* in carrying out work under this contract.

If, during the course of the work under this contract, the Illinois Department of Labor revises the  
prevailing rate of hourly wages to be paid under this contract, the Bidder shall have the sole  
responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the  
Bidder and all subBidders to each worker to whom a revised rate is applicable. However, revisions  
to the prevailing wage rate shall not result in an increase in this contract or subcontract amounts.

Bidder shall protect, defend and hold harmless the School District for any claims or demands made  
as a result of Contractor's failure to comply with this certification.

Agreed and signed by:

\_\_\_\_\_  
Bidder/Bidder's Authorized Representative                      Title

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State

SUBSCRIBED and SWORN to this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATIONS BY BIDDER**

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation in Instructions to Bidders.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Drug Free workplace Act pursuant to 30ILCS580/1 et.seq.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act, including equality of employment opportunity, and the regulations of the Department of Human Rights having a written sexual harassment policy in place and is in compliance with P.A. 87-1257.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Submitted by (Signature)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by the Schaumburg School District 54 of the Bidder's offer by issuance of a Purchase Order (specifications and bidding conditions contained therein) will create a binding contract.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature - bid submitted by

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name - bid submitted by

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Notary Public