

COMMUNITY UNIT SCHOOL DISTRICT # 200

Administration and School Service Center

130 West Park Avenue

Phone: (630) 682-2000

Wheaton, Illinois 60187-6400

Fax: (630) 682-2227

GENERAL BID SPECIFICATIONS

1. Sealed bids

Sealed bids will be received by the Board of Education (hereinafter "Board"), for the purchase of goods/services as set forth in the project Specifications and/or plans, which are attached hereto and incorporated herein.

2. Bid Documents

The bid documents include:

- A. Detailed Bid Specifications
- B. General Bid Specifications
- C. Project Specifications (if any)
- D. Addendum (if any)
- E. Bid Proposal Form
- F. Certification Form/Statement

3. Modification

These documents shall constitute the entire agreement between the parties upon the award of the contract. No change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered in the bid envelope on the alternate proposal form with an explanation of the proposed alternate.

4. Bid Submission

The bid proposal forms shall be submitted to the offices of the Board located at 130 West Park Avenue, Wheaton, IL, 60187. The sealed bid must be submitted on the forms provided within the time frame set forth in the Project Specifications.

5.A. Bid Security – Required Unless Otherwise Specified

Bids should be accompanied by a Bid Bond, Certified Check or Bank Draft in an amount equal to Ten Percent (10%) of the Base Bid as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit its bid security.

- 1. Make the bid security payable to:
 - Board of Education
 - Community Unit School District 200
 - 130 West Park Avenue
 - Wheaton, Illinois 60187

5.A. Bid Security - Required Unless Otherwise Specified – Con’t.

2. The bid security of all except the successful bidder will be returned within five (5) days after the award of the Contract.
3. The bid security of the successful bidder will be returned promptly after the Owner and the accepted bidder have executed the agreement and the required bonds have been received by the Owner.

**5.B. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
Required Unless Otherwise Specified**

Within five (5) days of the date of the Notice of Award, the successful Contractor shall provide a Performance Bond in the full amount of the contract. The Contractor shall pay the cost of the premiums for said Bond and Labor and Material Payment Bond (hereinafter “Bond”).

The Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bond, if not officers, shall be attached thereto.

The Bond shall guarantee the performance of the duties placed on the Contractor by the Prevailing Wage Act, as well as all other duties undertaken by them pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Bond shall be deemed to cover all such duties.

The Bond provided shall be placed with a surety company or companies having a policyholders’ rating not lower than “A” and a financial rating not lower than “X” in Best’s Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.

6. Withdrawal of Bids

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no bidder shall withdraw or cancel its bid for a period of ninety (90) calendar days after advertised closing time for the receipt of bids, nor shall the successful bidder withdraw or cancel or modify its bid after having been notified by the Business Manager that said bid has been accepted by the Board.

Where the contract will require approval by another agency, such as the federal government or State of Illinois, then the bidder shall not withdraw or cancel or modify its bid for a period of one hundred and twenty (120) days after said advertised closing time for the receipt of bids.

7. Change or withdrawal of Bids

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.

8. Late Bids

Bids received after the time specified in the invitation to bid will not be considered. The method of transmittal of the bid proposal is at bidder’s risk of untimely receipt by the Board.

9. Award of Bids

Bids shall be awarded to the lowest responsible bidder meeting the Board's specifications. Also, bid awards may be made by item.

10. Bid Reservations

The Board reserves the right to reject any and all bids or any part thereof, to waive technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the Board after all bids have been examined and evaluated.

11. Title and Risk of Loss

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by bidder. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

12. Inspection

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in materials or workmanship or which fail to meet the specifications contained herein or bidder's warranties (express or implied). Rejected goods shall be removed at the expense of the bidder, including transportation both ways, promptly after notification of rejection. As to rejected goods, bidder shall bear all costs of inspection and all risk of loss.

13. Payment and Price

Payment of the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.

Invoices will be paid in accordance with Board Policy.

14. Shipping Instructions

Unless otherwise specified, packages must bear bidder's/Board's order number and bulk containers must also show gross, tare, and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirements.

15. Deliveries

Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.

16. Rejection and Cancellation

The Board reserves its rights to reject any goods and to cancel all or part of any sale if bidder fails to deliver all or any part of the goods described in the Project specifications in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the Project Specifications shall not obligate the Board to accept future shipments nor deprive it of its rights to revoke any of acceptance theretofore given. If bidder 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 bidder, or if a receiver for bidder is appointed or applied for, or if any assignment for the benefit of creditors is made by bidder, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

17. Waivers

The Board'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 Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

18. Warranties

Bidder makes the following warranties to the Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplies hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or conformity with the specifications contained herein. Bidder agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by bidder. Bidder shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one year from date of delivery, unless the Project Specifications require a greater warranty period.

19. Patent Infringement

Bidder agrees to indemnify and hold harmless the Board, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Bidder agrees that it will assume the defense of any and all such suits and pay all costs and expenses incidental thereto.

Items must be new and current. Unless otherwise specified in the specifications, all items and commodities must all be new and of the latest model, crop, or manufacture.

20. Alternate Bids

Alternate bids shall not be considered unless provided for in the advertisement and proposal form. An alternate bid shall not become a part of the contract unless approved by the Board in writing upon the award of the bid. If bidding other than specified, alternates offered must be guaranteed equal or better than that originally specified. Burden of proof is on the bidder. Alternate bids

should include specifications, brand name, numbers and/or trademark, if any, and any other information pertinent to the identification.

21. Unit and Total Prices

The price for the units specified in the Project Specifications should be clearly shown for each separate item in the space provided on the bid form. Only one unit price should be quoted for each item and this unit price should be according to the unit of measure as shown in the bid invitation. The total price for each item requested should also be shown.

22. Acceptance of Split Award

Every attempt will be made to award orders on all overall low bid basis. However, the right is reserved to split the award if it is in the interest of the Board. If a split award is not acceptable to a bidder, it must be so stated in the bid.

23. Time Price Will Be Firm

It must be stated in the place provided on the bid for the period of time bidder's price will continue to be firm. This period must be at least ninety (90) days after the latest time specified for submission of bids.

24. Delivered Price

Unless otherwise specified in the Project Specifications, **bidder's bid price must be a delivered price, F.O.B. the Board's destination, with all transportation and handling charges paid by the bidder.**

25. Earliest Delivery Time

Bidder must make delivery upon receipt of order unless otherwise specified in the Project Specifications. Bidder must indicate time required for delivery on bid.

26. Maintenance and Repair Services

If the Project Specifications provide that maintenance or repair services must be provided by the successful bidder, each bidder should explain in the bid how the services will be provided (that is, whether by the bidder or through an arrangement with another person or firm).

27. Default

Should bidder fail to fulfill any and/or all terms and conditions of the agreement, it shall forfeit the bid security as well as be subject to any and all other remedies available to Board.

28. Compliance with Laws / Prevailing Wage Rate

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner effect the preparation of proposals or the performance of the contract.

All laborers, mechanics and other workers employed on "public works projects" shall be paid no less than the prevailing hourly wage rate determined by the Illinois Department of Labor.

- 28.1** Contractors must assure that all persons employed by Contractor, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. Contractor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.
- 28.2** It is hereby stipulated that all laborers, workers and mechanics performing work under a contract for a public works project shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board, and that Contractor and all Subcontractors shall in all other respects comply with the Prevailing Wage Act, 820 ILCS 130/.01 et seq. in carrying out work under the contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Board will notify Contractor and each Subcontractor of the change in prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract Sum. Contractor shall protect, defend, indemnify and hold the Board harmless for any claims or demands made as a result of Contractor's failure to comply with this paragraph.
- 28.3** The Contractor shall comply with all pertinent provisions of the Structural Work Act, 740 ILCS/1 et seq.
- 28.4** The Contractor shall certify that they are not barred from contracting with any unit of state or local government by reason of any violation of bid-rigging or bid-rotating under Article 33 E of the Criminal Code of 1961, as amended on the form attached.
- 28.5** Any Contractor or Subcontractor with 25 or more employees entering into a contract of \$5,000 or more shall further certify that they shall provide a drug-free workplace in full compliance with the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq. on the form attached.
- 28.6** The Contractor shall certify that it has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

29. Interpretation of Contract Documents

If any bidder contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, it may submit to the Business Manager a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Business Manager. A copy of such addendum will be mailed or delivered to each bidder receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its bid. Bidders shall acknowledge receipt of each addendum issued in the space provided on the bid form. Oral explanations will not be binding.

30. Order of Precedence of Component Contract Parts

1. General Conditions.
2. Addenda, if any.
3. Special Conditions.

4. Plans or drawings, if any, which may be a part of this contract requirement.
5. Detail Specifications.
6. Standard Specifications of the County, State or Federal Government, if any.
7. Advertisement for Bids.
8. Instructions to Bidders.

31. State Tax

The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/1 et seq.).

32. Federal Excise Tax

The Board is exempt from paying Federal Excise Taxes (I.R.S. ch.32, subchapter G, p. 4221).

33. Federal Transportation Tax

In computing transportation costs, bidders should not include any federal transportation tax, because the Board is exempt.

34. INSURANCE:

The Contractor shall provide the Board a certificate verifying that the following insurance coverages are in full force and effect: The Contractor shall provide Workers' Compensation Insurance (statutory limits); Third Party Bond in the amount of at least \$2,500 per employee of the Contractor; Property damage insurance of at least \$250,000 per occurrence; and Bodily damage and personal injury insurance of at least \$1,000,000 per occurrence through an insurance carrier duly licensed by the State of Illinois with a Best rating of "A-" or higher. Community Unit School District 200 and its Board of Education must be listed as additional insureds.

CERTIFICATION FORM

**THIS FORM MUST BE SIGNED AND NOTARIZED AND MUST ACCOMPANY THE BID TO
COMMUNITY UNIT SCHOOL DISTRICT 200. THE UNDERSIGNED CERTIFIES THE FOLLOWING:
CERTIFICATE OF ELIGIBILITY TO CONTRACT**

That, pursuant to section 33 E of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither they nor any of their partners, officers, or owners of their business have been convicted in the past five (5) years of the offense of bid-rigging under section 33 E of the Illinois Criminal Code of 1961 as amended; that neither they nor any of their partners, officers or owners have never been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither they nor any of their partners, officers or owners have ever been convicted of bribing or attempting to bribe and officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

That they and any subcontractors of the Contractor will, where applicable, comply with prevailing wage rates for DuPage County.

**CERTIFICATE OF COMPLIANCE WITH
ILLINOIS DRUG-FREE WORKPLACE ACT**

(Contractors With 25 or More Employees)

That having 25 or more employees, they do hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.) that they shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY

That said Contractor has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Fax _____

Subscribed and sworn to before me

This _____ day of _____ 20____.

NOTARY PUBLIC