Community Unit School District 200
Administration & School Service Center

REQUEST FOR BID
ACTIVITY VEHICLE LEASE

Due Date
Wednesday, February 28, 2018 – 11:00 A.M.

Bids shall be sealed and plainly marked as follows:

Sealed Bid – ACTIVITY VEHICLE LEASE
COMMUNITY UNIT SCHOOL DISTRICT 200
130 W. Park Avenue
Wheaton, Illinois 60189
Attention: Lisa Maher,
Director of Business Services
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REQUEST FOR BID
ACTIVITY VEHICLE LEASE

SECTION I

INSTRUCTIONS

The Board of Education of COMMUNITY UNIT SCHOOL DISTRICT 200 (CUSD200) will receive bids for the Activity Vehicle Lease until Wednesday, February 28, 2018 at 11:00 a.m., at which time they will be publicly opened and read aloud.

Bids are to be addressed to: Lisa Maher, Director of Business Services, Community Unit School District 200, 130 W. Park Avenue, Wheaton, Illinois, 60189, and are to be enclosed in a sealed envelope clearly marked, "Sealed Bid – ACTIVITY VEHICLE LEASE."

Failure to comply with these bid documents and submit all required forms may lead to disqualification of your bid.

The Board of Education reserves the right to reject any or all bids in whole or in part or to accept that bid which is in the best interest of the COMMUNITY UNIT SCHOOL DISTRICT 200. Award of Contract shall be based on the fees charged, experience, reputations and the financial stability of the contractor as well as compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all formalities.

This invitation is for the purpose of entering into a three (3) year lease for activity vehicles, i.e. multifunction school activity buses (MFSAB) for the COMMUNITY UNIT SCHOOL DISTRICT 200. The three (3) year contract lease will run from July 1, 2018 through June 30, 2021. The statement, items and criteria set forth herein are minimal standards and statements.

GENERAL CONDITIONS

1. Bids shall be submitted on the forms provided with these specifications. Bids shall be in a sealed envelope properly marked with the title of bid, date and time of bid opening, and delivered to the COMMUNITY UNIT SCHOOL DISTRICT 200, Attention: Lisa Maher, 130 W. Park Avenue, Wheaton, Illinois, 60189 on or before 11:00 a.m. on February 28, 2018.

2. No proposal received after the date and time specified will be considered. The bidder assumes the risk of any delay in the handling or delivery of mail. Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids. Please be informed, that should a contractor find discrepancies and omissions in the
specifications or instructions, or should there be doubt as to their true meaning, the bidder shall at once notify CUSD200 Business Office. CUSD200 will in turn clarify such specifications and notify each and every person who has received specification documents as to the true interpretation thereof. The Board of Education shall not be held responsible for oral instructions to contractors. **All questions must be submitted and received in writing on, or before, Tuesday, February 20, 2018 (close of business), so necessary addenda can be delivered. Questions may be submitted via email to Lisa.Maher@cusd200.org, with a copy to Elisa.Boyd@cusd200.org**

3. Bidders and other interested parties are cordially invited to be present at the public bid opening to be held at the time the sealed bids are due. Bids will be publicly opened and results announced. Awards, however, will not be made until after the staff has made a thorough analysis of all bids received. Bids will be officially awarded at a subsequent meeting of the Board of Education.

4. All proposals shall be submitted with each space properly completed. The 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, he shall advise the COMMUNITY UNIT SCHOOL DISTRICT 200 at Lisa.Maher@cusd200.org, who will issue the necessary clarifications to all prospective bidders by means of addenda. All questions must be submitted in writing.

5. The submission of a proposal by a contractor will be construed as an indication that he is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.

6. The successful bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

7. Should the vendor fail to meet the terms of the contract, the District may, with thirty (30) days written notice, cancel the contract.

8. No employee of the COMMUNITY UNIT SCHOOL DISTRICT 200 is to be extended any form of gratuity in connection with this bid.

9. In accordance with Illinois law, once the bids have been opened, such bids may not be modified in any way without the written approval of COMMUNITY UNIT SCHOOL DISTRICT 200. All bidders will be bound by any and all math calculations, misquotes or mistakes of any kind once the bids have been opened. Once a bid has been accepted, it may not be modified or rescinded without the approval of COMMUNITY UNIT SCHOOL DISTRICT 200.

10. The School District will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. Representatives from COMMUNITY UNIT SCHOOL DISTRICT 200 reserve the right to inspect the company’s facilities and other operations under its management prior to any award of this contract at the expense of the interested company.
11. Bidders must submit a list of four (4) references from other school districts. Bidders must prove to be financially viable and able to service a contract of this size.

12. The successful bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.

Additionally, the successful bidder shall comply with all of the laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including the Illinois Human Rights Act. The successful bidder shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article will be incorporated by the successful bidder in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or who may perform any such labor services in connection with this contract.

Further, the successful bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-105A(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A(4), and in the case of a Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Also, the successful bidder must complete the Contractor Information Form (included in bid specifications).

13. A Cashier’s Check or Bid Bond in the amount of 10% of the cost for the first year’s annual lease must be included with the bidder’s proposal.

14. No Performance Bond is required.

15. This contract shall not be assigned or any part of the same subcontracted without written consent of CUSD200, and in no case shall such consent relieve the Contractor from its obligations or change the terms of this contract.

16. The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to determine whether, in the opinion of the Board of Education, a bidder is not a responsible bidder and should be disregarded, and what exceptions or deviations from written specifications will be accepted.

17. Bids must be open and firm for ninety (90) days to allow for Board of Education approval.

18. Insurance Requirements

The District will provide the Contractor with proof of Automobile Liability and Automobile Physical Damage coverage for the vehicles while under the district’s control.
19. Bidder must submit the following items, all properly signed:

   a. Bid Pricing Form (pages 13-14).
   b. References (page 15)
   c. Anti-Collusion Affidavit of Compliance (page 16)
   d. Certification Form: Eligibility to Contract, Prevailing Wage, Drug-Free Workplace, Sexual Harassment (page 26)
   e. Contractor Information Form (page 27)
   f. Written acknowledgement of any Addenda
   g. Cashier’s Check or Bid Bond

20. These bid specifications, in their entirety, will serve as the Contract.

Bid requirements outlined in these Instructions, General Conditions, and Specifications override any similar duplicate requirements listed in the General Bid Specifications, following later in this Bid Package.
SECTION II

SPECIFICATIONS

Solicitation is for a three (3) year lease of eight (8) new 14-Passenger Multifunction School Activity Buses (MFSAB); four (4) for Wheaton North High School and four (4) for Wheaton Warrenville South High School.

Chassis and body to be new 2018 model as described in these specifications. Minimum specifications are listed below. Each bidder must state to the right if their proposed unit(s) are in compliance with listed specifications. Bidder's specifications must meet or exceed minimum specifications and must be listed in detail to be considered to be a qualified bidder. Vehicle lease will include a 51,000 mileage allowance limit per vehicle for the entire three (3) year lease contract period.

<table>
<thead>
<tr>
<th>MINIMUM CHASSIS SPECIFICATIONS</th>
<th>BIDDER SPECIFICATIONS</th>
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</thead>
<tbody>
<tr>
<td>1. 2018 or newer cutaway type “A” dual rear wheel chassis with school bus certification</td>
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<tr>
<td>2. 12,300 lb. GVWR minimum</td>
<td></td>
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<tr>
<td>3. 139” wheelbase minimum</td>
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<tr>
<td>4. Front axle – 4,300 lb. minimum rating</td>
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<tr>
<td>5. Rear axle – 8,600 lb. minimum rating, 4.10 ratio</td>
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<tr>
<td>6. Suspension, front, coil spring – 4,300 lb. minimum rating</td>
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<tr>
<td>7. Suspension, rear, multi-leaf – 8,600 lb. minimum rating</td>
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<tr>
<td>8. Shock absorbers, front and rear, dual-acting, rated to axle capacities</td>
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<tr>
<td>9. Tilt steering</td>
<td></td>
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<tr>
<td>10. Battery system, dual, 1200CCA total. Mounted in skirt mount battery/luggage compt. See item 32. Body</td>
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<tr>
<td>11. Alternator, 220 amps. output minimum</td>
<td></td>
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<tr>
<td>12. Electrical chassis circuits protected by circuit breakers</td>
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<tr>
<td>13. Horn, dual note electric</td>
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<tr>
<td>14. Brakes, hydraulic dual system, with anti-lock system, 4-wheel disc design</td>
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<tr>
<td>15. Bumper, front HD, supplied by chassis manufacturer, black</td>
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<tr>
<td>16. Engine, gasoline, minimum of 6.0 liter</td>
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<tr>
<td>17. OEM installed cruise control</td>
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<tr>
<td>18. Cooling, HD engine, engine oil and transmission oil</td>
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<tr>
<td>19. Integral engine oil cooler</td>
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<tr>
<td>20. Fuel line filter</td>
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<tr>
<td>21. Exhaust, HD, with heat shield in fuel tank area, exiting at rear of unit</td>
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<tr>
<td>22. Transmission, 6-speed automatic w/overdrive</td>
<td></td>
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<tr>
<td>23. Transmission filter internal and external</td>
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<tr>
<td>24. Fuel tank, 33 gallon minimum</td>
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<tr>
<td>25. Drive shaft, tubular, with needle bearing u-joints and safety</td>
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</tr>
</tbody>
</table>
26. Heater, chassis supplied Hi-output with defroster
27. Steering, power with tilt Steering
28. Tires, LT225/75R16D, (2) front, (4) rear, all season radials
29. Wheels, steel disc 16”X 6”, painted black
30. Stainless steel wheel covers
31. Windshield, tinted, top Shaded
32. Driver’s entrance door with tinted glass, window regulator and key lock
33. Wipers, 2-Speed, with intermittent feature and Washer system
34. Driver’s fold-down sun-visor
35. Headlights, halogen design
36. Gauges, voltmeter, oil pressure, coolant temperature
37. Driver’s Seat, Hi-Back with retractable lap and shoulder belt
38. Day-time running light feature
39. Air conditioning, front chassis supplied
40. Power plugs (2) dash mounted, 12 volt
41. Cup holder
42. 2 ignition keys with chip design
43. GM Warranty – Manufacturer’s coverage of 36 months or 36,000 miles for complete chassis and major drive train warranty for 60 months or 100,000 covering engine, transmission, frame structure and corrosion protection, driveline, axles and suspension

**BODIES SPECIFICATIONS**

Minimum specifications are listed below and each bidder must state to the right if the listed specifications the compliance details that pertain to the unit bid indicating size, quality, range and information as necessary to determine unit quality. Bidder’s specifications must meet or exceed minimum specifications and must be listed in detail to be considered to be a qualified bidder.

<table>
<thead>
<tr>
<th>MINIMUM BODY SPECIFICATIONS</th>
<th>BIDDER SPECIFICATIONS</th>
</tr>
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<tbody>
<tr>
<td>1. 2018 MFSAB</td>
<td></td>
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<tr>
<td>2. To meet all Federal Requirements for unit designated a Multi-Functional School Activity Bus (MFSAB)</td>
<td></td>
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<tr>
<td>3. 14 passenger capacity</td>
<td></td>
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<tr>
<td>4. Body designed for 5-row seating</td>
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<tr>
<td>5. Air conditioning rear “In-Wall” combined with front chassis system with minimum of 55,000 BTU combined rating. Equipped with skirt mounted condenser unit</td>
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<tr>
<td>6. Length overall minimum of 258”</td>
<td></td>
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<tr>
<td>7. Height – exterior overall 110” minimum</td>
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<tr>
<td>8. Passenger compartment length – minimum of 151”</td>
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<tr>
<td>9. Headroom 76” minimum at aisle center</td>
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</tbody>
</table>
10. Interior width – minimum of 91”
11. Exterior width, 96.0” overall
12. Passenger Seats- (7) 35” Federally Conforming High Split-Back design equipped with seat belts, gray vinyl trim with deluxe multi-color cloth Inserts
13. Driver’s Seat High Back with Shoulder Harness
14. Crash Barriers, minimum of 37”width, with Modesty Panel aft of Entrance
15. Entrance door 2-leaf outward opening, minimum opening of 24” width, 79” height
16. 42” entrance assist hand rail after of stepwell, Stainless Steel
17. Rear emergency door to have a minimum opening of 1,700 sq. in. with minimum of 53” height and equipped with top and bottom view windows
18. Rear emergency door designed with stainless-steel hinge system and gas shock design hold-open retainer
19. Rear emergency door equipped with vandal lock device with starter interlock feature
20. Header pads above entrance and rear emergency doors and top and back of driver’s area
21. Flooring, deluxe color, gray, 3/16" ribbed aisle, 1/8” smooth rubber under seats
22. Rubber “Pebble-Tread” slip-resistant step covering with white safety edges, one-piece construction
23. Plywood flooring minimum ½” thickness
24. Floor construction 14-gauge steel
25. 2” white standee line between front barriers
26. Fuel sending unit access plate located in body above fuel cell
27. Step-well, 2-Step, maximum of 11” Ground to first step with 8 1/2” risers
28. Front Body Cap and Transition Panel Constructed of Fiberglass. Designed without warning light placements
29. Drip Rails, mounted above passenger windows and driver and passenger entrances
30. Four (4) Body Rub Rails including Lower Snow Rail unit
31. Rear bumper, minimum 10” Height, 12” wrap around corners, 3/16” thickness. Wrap around sections shrouded to prevent snagging on passing objects
32. Combination battery and storage compartment (13.5” high x 36” wide x 16.5” deep) is located on the curb side of the vehicle behind the entrance door. Must be equipped with (2) ball bearing slides to allow the entire storage compartment to extend outward from the side to provide access to its contents from ABOVE. Compartment, if used for battery storage, to include a composite battery tray fastened to the
bottom of the slide out compartment. Compartment to have locking latches

33. Coolant shutoff valves for body and auxiliary heater units

34. Heater, rear minimum 42,000 BTU

35. Compartment, Storage above driver’s area (or to the right of driver), hinged and latching

36. Electrical wiring, color and number/function coded. Main wiring junctions easily accessed above driver’s area

37. Key switch solenoid cuts power to accessories

38. Driver’s dome light on separate switch

39. Passenger dome lights, (2) right, (2) left

40. Side mounted LED turn indicator lights.

41. Stop, turn and tail lights, flush mounted LED units

42. Back-Up lamps 4”, clear LED

43. LED marker and cluster ID lights per D.O.T. requirements

44. Roof mounted “Lo-Profile” strobe light

45. Backing alarm w/ minimum of 112db

46. Switch Panel at or Below Eye Level Easily Accessed by Driver

47. Radio AM/FM/compact disc with clock and (4) speakers

48. Step-well lighting interior of unit

49. “Noise Suppression Switch”. Switch to control all heater motors, defroster fan, and radio so that the driver can hear at intersections and railroad crossings

50. Insulation 2” thickness in roof, side walls, front and rear Bulkheads

51. Roscoe west coast mirrors. Heated and Remote Motorized power adjustment Mirrors, rear view 7” x 9 ½” combination flat and 7” x 4” convex “AccuStyle 815 series” design

52. Heated hood mounted “Eye-Max” (oval) cross-view mirrors

53. Windows, Aluminum Split Sash design, Tempered Safety Glass, minimum of 32% Light Transmission

54. Black Window Frames and Side Posts

55. Two (2) emergency push-out windows, one each side of unit, vertically hinged

56. Window Stop Lines 6” and Decal

57. Rear View Windows located each side of rear emergency door, minimum of 32% Light Transmission

58. Safety View Window Mounted Ahead of Entrance Door, Minimum of 400 sq. in. vision area for Improved Driver Visibility

59. 5 lbs. fire extinguisher

60. First aid kit mounted to the front header

61. Body fluid kit mounted to the front header

62. Seat belt cutter

63. Triangle reflector kit
64. Transpec roof hatch
65. Reflective Striping at all Emergency Exits
66. Specialty electric crossing gate unit with interrupt switch on the drivers switch panel

67. Child Checkmate inspection system with dome light activation control
68. 36” equipment storage unit, floor and wall mounted rear of passenger seating. Constructed of stainless steel tubing
69. Certificate holder minimum 6” x 9” on bulkhead
70. Exterior aluminum or metal mesh drivers step outside of the entrance door

71. Front and rear mud flaps with Stainless Steel mounting
72. Undercoating, complete under body floor, skirts and wheelhouse area
74. Interior Paint - White
75. Paint rear bumper – black
76. Paint rub rails – white
77. Exterior lettering including capacity and empty weight
78. Interior lettering including capacity and body length
79. “TO COMMENT ON MY DRIVING” decal with district phone number
80. “No Standees Forward of White Line” decal on the front header

81. Lettering/Graphics schematic per the District requirements see attachment – Exhibit A
82. Bus numbers to be located: center of the rear door, center roof on each sided, hood, front fender in front of entrance door, front fender in front of the driver’s door
83. 3 year/36,000 miles extended body warranty, including air conditioning. If body company does not offer an extended warranty, the dealer will be responsible to cover the expenses

84. 5 year/60,000 mile structural warranty
85. All dealership employees visiting School District for any purpose, (sales, service, part etc.), must wear a viewable Photo Identification Card. ID must have the employees name and position with the dealership. ID must be worn when on District’s property. ID must show that the employee has passed a Third Party Certified Background Check, with documentation available upon request. Certification required by the County, State, and Federal levels. This requirement is to protect our student body and no exceptions will be permitted

86. Bus to be delivered with new IL safety sticker
87. Original title & license plate fees to be supplied by the dealer
Graphic and Lettering Specifications

See Exhibit A for Lettering and Graphic Specifications required.
Wheaton North HS colors are blue and gold; Wheaton Warrenville South HS colors are orange and black.

1. School mascot name and logo in ALL CAPS on the
   UPPER BACK of each vehicle, written in ONE LINE.
   An example follows:

   FALCONS
   TIGERS

2. School mascot name and logo in ALL CAPS on the
   UPPER FRONT of each vehicle, written in ONE LINE.
   An example follows:

   FALCONS
   TIGERS

3. BOTH SIDES of each bus have lettering in matching color:

   WHEATON NORTH HIGH SCHOOL
   WW SOUTH TIGERS

4. Will items 1, 2 and 3 (above) be completed on our site or at your location?
   If at our site, insurance is required

5. Advise conversion costs if any

Warranties:

Bumper – Bumper (parts and labor): 3 years or 36,000 miles

Power Train: 5 years or 100,000 miles

Emission controls: 5 years or 50,000 miles

Dealer must have on staff two (2) full time mobile trucks/technicians
For warranty work required on District property

Alternate Bid – Alternate Bid to be selected by the District, at its option, after the expiration of the lease. Please provide the purchase price per vehicle and the total price (if the District purchases all the vehicles), after the expiration of the lease term, assuming normal wear and tear, and annual mileage allotment has not been exceeded.
SECTION III

BID PRICING FORM

VENDOR NAME:____________________________________

All pricing must include delivery, and applicable taxes, title and licensing fees.

BASE BID:

Year 1 (FY19)
Annual Cost per Vehicle: $___________________

Year 2 (FY20)
Annual Cost per Vehicle: $___________________

Year 3 (FY21)
Annual Cost per Vehicle: $___________________

Total Cost per Vehicle for 3 Year Lease $___________________

If ordered on 3/15/18, what is estimated delivery date?
______________________________________________

Please list other delivery constraints that may affect the delivery of vehicles:
________________________________________________________________________
________________________________________________________________________

ALTERNATE BID:

Alternate Purchase Price per Vehicle after lease expires $___________________

Total Purchase Price for all eight (8) Vehicles after lease expires $___________________
BID PRICING FORM (Continued)

Signed:____________________________________________________

Name (printed):________________________________________________

Email Address:________________________________________________

Title:________________________ Company Name:_______________________

Address:_______________________________________________________

Telephone Number:________________________ Date:__________________
SECTION IV

REFERENCES

1. School Name: ___________________________________________
   a. Contact Name: _________________________________________
   b. Contact Phone: _________________________________________
   c. Contact Email: _________________________________________
   d. Vehicle Type Leased: _________________________________
   e. Number of Vehicles Leased in 2017 to School:_____________

2. School Name: ___________________________________________
   a. Contact Name: _________________________________________
   b. Contact Phone: _________________________________________
   c. Contact Email: _________________________________________
   d. Vehicle Type Leased: _________________________________
   e. Number of Vehicles Leased in 2017 to School:_____________

3. School Name: ___________________________________________
   a. Contact Name: _________________________________________
   b. Contact Phone: _________________________________________
   c. Contact Email: _________________________________________
   d. Vehicle Type Leased: _________________________________
   e. Number of Vehicles Leased in 2017 to School:_____________

4. School Name: ___________________________________________
   a. Contact Name: _________________________________________
   b. Contact Phone: _________________________________________
   c. Contact Email: _________________________________________
   d. Vehicle Type Leased: _________________________________
   e. Number of Vehicles Leased in 2017 to School:_____________

Number of MFSAB leased in 2017 __________.

Number of MFSAB leased in 2016 __________.

Number of MFSAB leased in 2015 __________.

Years in Business: ____________________________.
SECTION V

ANTI - COLLUSION AFFIDAVIT OF COMPLIANCE

Being first duly sworn deposes and says:

That he is______________________________________________________
(Partner, Officer, Owner, etc.)

(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

(Name of Bidder if Bidder is an Individual)
(Name of Partner if Bidder is a Partnership)
(Name of Officer if Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to this_________________day of________________, 2018.
By:___________________________________________________________

The Bidder 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.

___________________________________________________________
Signature
SECTION VI

CHECKLIST FOR BIDDERS

- Have you properly completed all portions of the bid?
- Have you signed the bid?
- Is your bid provided in a sealed envelope?
- Is the envelope clearly marked as required?
- Have you carefully reviewed the specifications (Section II)?
- Have you indicated your total price for items bid on the Bid Pricing Form (Section III)?
- Have you verified your prices to be sure you have not made an error?
- Have you furnished business references (Section IV)?
- Have you submitted the Anti-Collusion Affidavit of Compliance (Section V)?
- Have you submitted Certification Form and Contractor Information (pages 26-27)?
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 is permitted. The Board reserves the right to waive immaterial variances in any bid submission.

4. **Bid Submission**

The bid proposal forms shall be submitted to the offices of the Board located at 130 West Park Avenue, Wheaton, IL, 60189. 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  60189

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.

8. **Late Bids**

Bids received after the time specified in the invitation to bid may be rejected. 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.

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. **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.

23. **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.

24. **Default**

Any breach of the terms or conditions of the agreement by the Bidder shall be cause for the Board to terminate the contract and/or seek any other legal and/or equitable relief.
25. **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. The revised prevailing wage information can be found on the Department of Labor’s website.

25.1 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.

25.2 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.

25.3 The Contractor shall comply with all pertinent provisions of the Structural Work Act, 740 ILCS/1 et seq.

25.4 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.

25.5 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.

25.6 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).
The Contractor shall comply with provisions of Section 10-21.9(f) of the School Code (105 ILCS 5/10-21.9(f)), as it relates to Criminal History Records Information Checks for Contractors at Schools.

26. **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 Director of Business Services 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 Director of Business Services, if determined necessary in the Director of Business Service’s sole discretion. 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.

27. **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.
7. Advertisement for Bids.
8. Instructions to Bidders.
9. These General Bid Specifications.

28. **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).

29. **Federal Excise Tax**

30. **Federal Transportation Tax**

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

31. **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 $1,000,000 per occurrence; and Bodily damage and personal injury insurance of at least $2,000,000 per occurrence and $3,000,000 aggregate 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.

32. **Freedom of Information Act**

The Contractor must comply with any Freedom of Information Act requests for public records received by the Board. Specifically, a public record in possession of a Contractor with whom the Board has contracted to perform a service on their behalf is considered a public record. Contractor will provide requested documents to Board in a timely manner in order to comply with the Freedom of Information Act.
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
CONTRACTOR INFORMATION

THIS FORM MUST BE COMPLETED AND SIGNED AND ACCOMPANY THE BID TO COMMUNITY UNIT SCHOOL DISTRICT 200.

In compliance with sub-section (c) of Section 10.20.44 of the School Code (105 ILCS 5/10-20.44, as a potential vendor for Community Unit School District 200, please answer yes or no for the following questions:

Minority owned □ YES □ NO

Female owned □ YES □ NO

Business owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act □ YES □ NO

Locally owned □ YES □ NO

Signature ________________________________________________________________

Printed Name and Title ____________________________________________________

Company _______________________________________________________________

Address _________________________________________________________________

City, State, Zip ___________________________________________________________

Date _______________ Phone _______________ Fax _______________________
EXHIBIT A