COMPRESSOR AND INSTALLATION BID –
Wheaton Warrenville South High School

INVITATION TO BID

INSTRUCTIONS

The Board of Education of COMMUNITY UNIT SCHOOL DISTRICT 200 will receive bids for Compressor and Installation, until Wednesday, June 24, 2015 at 9:00 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 – COMPRESSOR AND INSTALLATION BID – Wheaton Warrenville South High School." Bid opening will be held at this location.

There will be a mandatory pre-bid meeting on Thursday, June 11, 2015 at 10:00 a.m. at Wheaton Warrenville South High School, 1920 S. Wiesbrook Rd., Wheaton, IL 60189. All bidders must attend this meeting in order for their bids to be considered.

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 cost, 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.

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 9:00 a.m. on Wednesday, June 24, 2015.

2. No bid 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 Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids.
3. All bids 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.

4. The submission of a bid 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.

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

6. 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.

7. The School District will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements.

8. It shall be mandatory that the contractor will not discriminate against any employee for employment upon any grounds prohibited by the human rights act (chapter 68, section 1-001, et. Seq., Ill Rev. Stat.) and further that he will comply with all provisions of the human rights act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

9. All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all Contractors working on public works. Bidders must comply with the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws.

10. Bidders must submit a list of references.

11. Bid Bond or Cashier’s Check in the amount of 10% of the total bid must be included with the bidder’s proposal.
Compressor and Installation Project
Wheaton Warrenville South High School

SCOPE:

1. All labor, materials, and equipment to replace the #1 compressor of the York Air-Cooled Screw liquid chiller Model #YCAS 250 at Wheaton Warrenville South High School.
   Model# YCAS0250EC46XGADBTLXXXXXXLXXXX45SSXXXXXDXSAXXXXX3XXXLXI FXXXXX;
   Serial #RFNM008628.
   Compressor #1 – Model #DXS36LASA46/50-R; Serial # VFNXO 17.

2. Base Bid shall also include 1) contactors, 2) dryers, and 3) a one year parts and labor warranty.

3. Compressor must be a York remanufactured unit, which would revert back to factory specifications.

4. Project need to be completed before August 18, 2015.

5. Contractor will isolate compressor disconnect unit and discard old compressor from roof top. Install new compressor and test run unit.

   • Wheaton Warrenville South High School
     1920 S. Wiesbrook Rd.
     Wheaton, IL 60189
BID FORM

COMPRESSOR AND INSTALLATION PROJECT –
Wheaton Warrenville South High School

We propose to provide labor, materials, and equipment to replace the #1 compressor of the York Air-Cooled Screw liquid chiller Model #YCAS 250 at Wheaton Warrenville South High School. Compressor Model DXS36LASA46/50-R; Serial #VFNXO 17.

BASE BID

Cost $_____________________________

Estimated project start date ________________

Estimated project completion date ________________
BID FORM (Continued)

COMPRESSOR AND INSTALLATION PROJECT

Company Name of Bidder__________________________________________________

Address_________________________________________________________________

City, State, Zip Code_______________________________________________________

Contact _________________________________________________________________

Signature __________________________________________________________________

Title _____________________________________________________________________

Date ______________ Telephone No. ___________________ Fax No. ________________

Email Address __________________________________________________________________
REFERENCES:

SCHOOL DISTRICT/COMPANY:___________________________________________
ADDRESS:____________________________________________________________
CONTACT PERSON:_____________________________________________________
TELEPHONE #:__________________________________________________________

SCHOOL DISTRICT/COMPANY:___________________________________________
ADDRESS:____________________________________________________________
CONTACT PERSON:_____________________________________________________
TELEPHONE #:__________________________________________________________

SCHOOL DISTRICT/COMPANY:___________________________________________
ADDRESS:____________________________________________________________
CONTACT PERSON:_____________________________________________________
TELEPHONE #:__________________________________________________________

SCHOOL DISTRICT/COMPANY:___________________________________________
ADDRESS:____________________________________________________________
CONTACT PERSON:_____________________________________________________
TELEPHONE #:__________________________________________________________
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, 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. 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 supplied 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. The revised prevailing wage information can be found on the Department of Labor’s website.

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).

28.7 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.

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.
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**


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 $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.

35. **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 _______________________

130 W. Park Avenue, Wheaton, Illinois 60189
(630) 682-2000, Fax (630) 682-2227, www.cusd200.org