

INVITATION TO BID

Community High School District 117 seeks to lease/purchase **two new** 2011 or 2012 Chevrolet 14 passenger Collins Super Bantam Multi-Function School Activity Buses for the purpose of transporting students. These buses must meet all FMVSS for a school bus with the exception of the warning laps and stop arm. The MFSAB must meet all Federal construction standards for a school bus. Herein Community High School District 117 is referred to as The District; the Contractor of services is referred to as The Contractor.

A. PROPOSAL

1. This quotation is due at the above address to the attention of Jennifer Nolde, Business Manager, on or before **September 8, 2011**, for the opening at 9:00 AM. Opening will be held at the Community High School District 117 Administrative Office at 1625 Deep Lake Road, Lake Villa, IL 60046.

Bid must be submitted in a sealed envelope marked:

BID: CHSD 117 MFSAB

3. The Board of Education reserves the right to reject any and all bids and waive any informality and any irregularities or defects in any or all proposals and to accept that bid which in its opinion is in the best interest of the District. Any such decision shall be considered final. It is the intent of the District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the District as determined by the Board of Education. While the financial responsibility of the Contractor is a significant concern, the Board is equally concerned with ability of the Contractor to satisfactorily perform its contract so that the service will be provided in accordance with proposed contract documents.
4. All bids shall be deemed final, conclusive and irrevocable, and once opened no bid shall be subject to correction or amendment for any error or miscalculation. No bid shall be withdrawn without the consent of the Board of Education after the scheduled closing time for the receipt of the bids
5. All questions should be directed to: Jennifer Nolde at jnolde@d117.org.
6. The District shall be held harmless should any individual or group file or attempt to file any action to disrupt, alter or stop this process. In the event that any such action occurs, the District is released from its contract.
7. Interpretations will be given to bidders as to the meaning of the specifications until 9 am September 6, 2011. Requests for clarifications must be submitted via email to jnolde@d117.org. Any replies, to requests, that are received will be issued in writing as an addendum and posted to the district website in the "Bids/Specifications" area. All addenda to bidders are to be incorporated in the bids and will become part of the contract documents. **Requests for information received after 9 am September 6, 2011 will not be entertained.** After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.

COMMUNITY HIGH SCHOOL DISTRICT 117

B. INSTRUCTION TO BIDDERS:

Bid Opening Date: All bids will be opened and read aloud on September 8, 2011, at 9:00 AM at the Community High School District 117, Administrative Office at 1625 Deep Lake Road, Lake Villa, IL 60046.

2. The sealed proposals shall be delivered to 1625 Deep Lake Road, Lake Villa, IL 60046 any time prior to, but not later than, 9:00 AM on September 8, 2011. No oral, telephonic, facsimile or telegraph or revision to a bid will be considered. The District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been “received” by the District before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered and returned unopened at the expense of the bidder or discarded. A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the District before the latest time specified for submission of bids. Any change may be made only by substitution of another bid. Bidders may not withdraw, cancel or modify proposals after any bids have been opened.
3. Each proposal must be submitted on the bid form provided with these specifications and must be contained in a sealed envelope. Envelope should be marked clearly with the following information:
 - a. **CHSD 117 MFSAB**
 - b. Name and address of bidder.
4. All bids submitted must be valid for a minimum period of 45 days after the date of the bid opening.
5. The Board of Education reserves the right to reject any or all bids for any reason, or to waive any informalities, irregularities or defects in any proposal, should it deem to be in the best interest for the School District to do so. The contract will be awarded, if at all, to the lowest responsible bidder meeting specifications, and as determined by the Board of Education to best serve its requirements.
6. Any explanation or statement, which the bidder wishes to make, must be placed in the same envelope with the proposal, but shall be written separately and independently of the proposal and attached thereto. Unless the bidder so indicates, it is understood that the bidder has bid in strict accordance with these specification requirements. Alternate bids will be considered only secondarily to the contract specifications. Any alternates submitted must be thoroughly detailed to merit consideration.
7. Bidders must satisfy themselves, upon examination of these specifications, to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items for bidding will be entertained from either party.
8. All bids shall be deemed final, conclusive and irrevocable. No bids shall be subject to corrections or amendment for any error or miscalculation.
9. The Board may inquire as to the financial stability of the contractor and may request financial references. Such information shall be provided by the bidder within 48 hours of the request.

10. The successful bidder shall, at all times, observe and comply with all laws, ordinances, regulations and codes from federal, state, county and other appropriate local government agencies, as they pertain to safety and the performance of this contract. The Contractor shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin. The contractor shall not otherwise knowingly commit an unfair employment practice.
11. Contractor agrees to indemnify, hold harmless and defend School District #117 members of the Board of Education, employees, students, teachers, and any agents thereof against all suits, actions, legal proceedings, claims and demands, and against all damage, loss, cost, expense and attorney's fees, in any manner caused by, arising from, incident to, connected with growing out of the performance of this contract. The contractor shall agree to indemnify, hold harmless, and defend the School District, members of the Board of Education, officers, employees, students, teachers and agents from and against all suits, actions, legal proceedings, claims and demands of every nature, and against all damages, loss, cost, expense and attorney's fees on account or injury to, or death of persons, or damage to, or loss of property caused by, or resulting in any manner from acts or omissions, negligent or otherwise, of the contractor, its agents or employees, in performing or failing to perform, any of the services, duties or operations to be performed by the said contractor under the terms of the contract.
12. No contract shall be assigned or any part of the same sub-contracted without the written consent of the District, but in no case shall consent relieve the Contractor from its obligations, or constitute a change in the terms of the contract.
13. As stated above, the dollar amount of the bid, the financial responsibility of the bidder, and the ability of the bidder to perform this contract to the standards established by the district are the primary concerns of the Board of Education in awarding the contract. Other areas of concern are:
 14. Bidders shall not include taxes, which school districts are not subject to according to law.
 15. Bids shall be without erasures or interlineations.
 16. These instructions are to be considered an integral part of any bid.
17. Each bid must be accompanied by the following signed and certified documents:
 - Non-Collusion Affidavit
 - Certificate Regarding Sexual Harassment Policy
 - Certificate of Eligibility to Bid
 - Certificate of Compliance with the Illinois Drug-Free Workplace Act
 - Non Smoking Affidavit

The contract award shall be subject to suspension of payments or termination or both if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of any of the above certificates.

C. GENERAL CONDITIONS

In the event the Contractor should (a) neglect, refuse or fail to perform under the provisions of this contract, and/or (b) disregard applicable laws, lawful orders or lawful or reasonable instruction of the District, and/or (c) violate any material provisions of this contract, (d) in the opinion of the district, fail,

in any way, to meet an expected standard of service the district may, without prejudice to any other right or remedy, which it may have for damages resulting there from, whether heretofore or thereafter accruing during the term of this contract, and without prejudice to any rights against any surety, treat the same as a material breach of this contract, and after giving the Contractor ten (10) days written notice, terminate this Contract.

In the event that only one bid is submitted, the Board of Education and /or the Administration for Community High School District 117 will have the option to renegotiate the terms and rates of this document and contractors bid proposal or rebid the contract.

Throughout the term of this contract, situations may arise which have not been addressed herein. Such situations shall be negotiated between the vendor and the School District then become part of the legal and binding contract between the two parties.

CONTRACT EXECUTION

The successful bidder must execute a written contract with the District incorporating the terms of the bidding documents within ten days of the award of the bid.

LAWS AND REGULATIONS

The successful bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county, and other local governmental agencies, which may in any manner affect the preparation of its bid or the performance of its contract, including but not limited to the Illinois Human Rights Act and the Equal Employment Opportunity Act.

MFSAB Bid

The undersigned warrants that he or she is duly authorized to bind contractually the entity submitting this bid to fully perform all duties and to deliver all services in accordance with the terms and conditions set forth herein. All signatures are to be sworn before a Notary Public. By executing and submitting this Bid Form, the undersigned further warrants, on behalf of the Bidder, that if the District determines this bid to be the winning bid then an authorized official of the entity for which the bid was submitted will execute the General Conditions, as set forth in Section, which shall serve as the Contract as provided therein.

Company, Corporation, Partnership Name _____

City/State/Zip Code _____

Signed _____

Telephone and Fax _____

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2010.

Notary Signature and Seal

Contract effective as specified and provided for in the General Conditions.

Date of Acceptance: _____, 201__

**Board of Education
Community High School District 117**

By: _____

Attest: _____

President

Secretary

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 201__

NOTARY PUBLIC

CERTIFICATE OF ELIGIBILITY TO CONTRACT

I, _____, pursuant to Section 5/10-20.21(b) of the *School Code* , hereby certify that neither I nor any of my partners, or officers or owners of

NAME OF BUSINESS

- 1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the *Illinois Criminal Code of 1961*, 720 ILCS 5/33E -1 *et seq.*, as amended;
- 2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the *Illinois Criminal Code of 1961*, as amended;
- 3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
- 4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of _____ and its affiliates have and will

NAME OF BUSINESS

continue to collect and remit Illinois Use Tax, to the extent required under the *Illinois Use Tax Act*, 35 ILCS 105/1 *et seq.*

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

Date

Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 201__

NOTARY PUBLIC

**CERTIFICATE OF COMPLIANCE WITH A
DRUG-FREE WORK PLACE ACT**

I, _____, as an authorized agent, do hereby certify that
_____ (check appropriate box):

NAME OF BUSINESS

- Has 25 or more employees and, pursuant to Section 3 of the *Illinois Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.*, 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*. I further certify that _____
NAME OF BUSINESS
is not ineligible for award contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.
- Has less than 25 employees and shall provide a drug free workplace for all employees engaged in the performance of work under the contract.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

_____ Authorized Agent of Bidder
_____ Date

Subscribed and Sworn before me

this _____ day of _____, 201__

NOTARY PUBLIC

CERTIFICATE OF NON DISCRIMINATION

I, _____, as an authorized agent, do hereby certify that
_____, does not engage in discriminatory practices NAME OF
BUSINESS

regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the *Illinois Civil Rights Act of 2003*, P.A. 93-0425; *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et seq.*; the *Americans with Disabilities Act*, 42 U.S.C.12101 *et seq.*, and the *Rehabilitation Act of 1973*, as amended, 29 USC 701 *et seq.*, as well as the rules and regulations promulgated there under.

In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

Authorized Agent of Bidder
Date

Subscribed and Sworn before me

this _____ day of _____, 201____

NOTARY PUBLIC

PREVAILING WAGE STATEMENT

I, _____, as a part of my bid on a contract for
(Agent of Contractor) CHSD 117, hereby certify that:

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workers, and mechanics employed by them not less than an up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and pursuant to Illinois Law and Statutes in such cases made and provided. The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month.

By: _____
Print Name of Company Agent

Title

Signature of Bidder

Subscribed and sworn to before me this _____ day of _____, 2011

Signature of Notary Public

REQUIREMENTS

- A. Contractor and each subcontractor shall comply with requirements of the “An Act regulating wages of laborers, mechanics and all other workmen employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works.”
- B. If, during the course of the work under this contract, the Dept. of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the Contractor and all subcontractors to each worker to whom the revised rate is applicable. Revisions of the prevailing wage, as set forth above shall not result in an increase in the Contract Sum.

ACT AND ORDINANCES

- A. “An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City, or by any public body or political subdivision or by anyone under contract for public works. Illinois Revised Statutes. 1981. Chapter 48. Section 39s-1 through 39s-2”

Officer of Company
Contractor Name

Address

Telephone

Fax Number

Date

CERTIFICATION

The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as a result of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961, as amended. He also certifies that he has read, understands and agrees that acceptance by the School District of the bidder’s offer by issuance of a purchase order and/or contract will create a binding contract.

Signature_____

Community High School District 117 MFSAB Specifications and Bid Sheet

The District is seeking to lease/purchase **two** 2011 or 2012 Chevrolet 14 passenger Collins Super Bantam Multi-Function School Activity Buses for the purpose of transporting students. These buses must meet all

FMVSS for a school bus with the exception of the warning laps and stop arm. The MFSAB must meet all Federal construction standards for a school bus.

SPECIFICATIONS

- 139" Wheelbase
- 6.0L Vortec V-8 gasoline engine 323 HP
- 600 cca battery
- 4.10 – 1 axle ratio
- Engine cooler
- 6 Speed automatic transmission with overdrive
- Brake/ transmission shift interlock
- Driveshaft guards
- 12,300 lb. GVWR
- 4,300 lb. front axle
- 8,800 lb. rear axle
- 4,300 lb. front springs
- 8,600 lb. rear springs
- Heavy duty radiator
- Dual rear wheels
- LT225/75R16 all season radial tires
- 4-wheel disc brakes with 4-wheel anti-lock brake system
- Brake warning indicator
- 145 amp. Alternator
- Front and rear shock absorbers
- Front stabilizer bar
- Power steering
- 33 gallon fuel tank
- Two speed intermittent windshield wipers with electric washers
- In dash heater, defroster and 15,000 BTU A/C system
- Driver information center: includes fuel range, average speed, oil life monitor, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders
- Instrumentation: Analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure
- Theft deterrent system PASS-Key III
- Warning tones for headlights on and key in ignition
- Driver's high back seat with lap and shoulder harness
- Driver's door with roll up window and key lock
- Tinted windshield and drivers door glass
- Driver side sun visor
- Driver's storage console with cup holders
- (2) Auxiliary power outlets
- Aluminized stainless steel muffler and tailpipe
- Black rubberized floor covering
- 3 year or 36,000 mile bumper to bumper chassis warranty
- 3 year or 36,000 mile 24 hour road assistance
- 3 year or 36,000 mile bumper to bumper chassis warranty
- 76.5" Interior headroom minimum
- 5 section bus body with storage space in left rear and 28" hip – knee seat spacing for all passengers
- 91 Interior width
- Galvanized steel body construction
- One piece rub rails with weep holes to prevent condensation

- Aluminized interior side panels below windows
- Double-out, panic-free entrance door with manual door control 24" wide x 78" tall
- 91' interior width
- Large storage compartment with folding door above driver with 22" x 18" minimum clear opening
- Tinted split sash side windows with 12" minimum clear opening
- 11" x 36" curb side safety window
- Wrap-around, anti-ride rear bumper
- Bus body will be completely undercoated
- 1-1/2" Fiberglass insulation in roof, side & rear ¼ panels
- Rear rubber fender extensions
- Two step step-well
- Rear emergency door with upper and lower glass and full length stainless steel door hinge
- ½" Red emergency door pilot light for driver
- 1/8" Gray Rubber floor covering
- 3/16" ribbed rubber in aisle and on entrance steps
- Aluminum aisle moldings
- ½" Exterior grade plywood sub-floor
- 50,000 BTU rear heater
- Heater shut-off valves in engine compartment
- Heater bleed valves
- 6" Auxiliary defroster fan
- Stainless steel hand rail at entrance steps
- 6" x 16" interior mirror
- Bright white polyurethane exterior paint sprayed with electrostatic paint guns
- White interior paint
- Reflective striping around all emergency exits
- Rosco 7" x 10" flat with 7" x 4" convex rearview mirrors
- Rosco fender mounted cross view mirrors
- 4" Header bumper pads over entrance and emergency doors
- Reflective triangle kit
- Fire extinguisher with indicator sign
- First aid kit mounted on front header panel
- Circuit control board for all body circuits mounted on front header panel for easy access
- Body circuit relay disconnect
- Accessory switch panel located right of driver on door control for easy access
- (4) Dome lights for passengers
- Driver's dome light on separate switch
- Armored LED marker and ID lamps
- LED 4" Brake and tail lights
- LED Back up lights
- 7" Red incandescent brake and tail lights
- 7" Amber incandescent rear turn signals
- Step well-light
- (7) 37" School bus seats
- Seat belts on all passenger seats
- Seat belt cutter with indicator sign
- Padded barriers in front of passenger seats

- Gray vinyl upholstery on all passenger seats and barriers
- Front mud flaps
- Delivered with new State inspection sticker
- Circuit breakers in lieu of fuses
- Back up alarm
- Rear mud flaps
- Rear vandal lock with starter interrupt
- Am-Fm-CD radio with (4) speakers
- One pc. Continuous steel rear emergency door hinge

Alternates

- 1. Cruise Control**
- 2. Rear Equipment Rack**
- 3. 35" High Back Activity Seats**
- 4. Upgrade to Gray Floor**
- 5. Heated Mirrors**

**Community High School District 117
MFSAB Bid Sheet**

Bus 1

Year _____

Make _____

Model _____

Delivery Date _____

Price \$ _____

Alternate 1 \$ _____
Alternate 2 \$ _____
Alternate 3 \$ _____
Alternate 4 \$ _____
Alternate 5 \$ _____

Bus 2

Year _____
Make _____
Model _____
Delivery Date _____
Price \$ _____

Alternate 1 \$ _____
Alternate 2 \$ _____
Alternate 3 \$ _____
Alternate 4 \$ _____
Alternate 5 \$ _____

Company Name _____

Address _____

Signature _____

Printed Name _____

Finance Information

The District also requests information regarding a lease arrangement for the MFSABs. Please include the following lease information **as well as buyback terms**.

Five year purchase payment with 1st annual payment due on delivery and a total of five (5) annual payments.

Amount of Payment 1 for one bus _____

Amount of Payment 2 for one bus _____

Amount of Payment 3 for one bus _____

Amount of Payment 4 for one bus _____

Amount of Payment 5 for one bus _____

Interest Rate _____

Amount of Payment 1 for two buses _____

Amount of Payment 2 for two buses _____

Amount of Payment 3 for two buses _____

Amount of Payment 4 for two buses _____

Amount of Payment 5 for two buses _____

Interest Rate _____

Company Name _____

Address _____

Signature _____

Printed Name _____