

INVITATION TO BID

The Board of Education of District 117 invites interested parties to submit a bid proposal to provide a new 2011 or 2012 Chevrolet Suburban to the school district. 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 **November 09, 2011**, for the opening at 10:00 AM. Opening will be held at the Community High School District 117 Administrative Office at 1625 Deep Lake Road, Lake Villa, IL 60046.
2. 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.
3. 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 No bid shall be withdrawn without the consent of the Board of Education after the scheduled closing time for the receipt of the bids
4. All questions should be directed to: Jennifer Nolde jnolde@d117.org.
5. 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.
6. Interpretations will be given to bidders as to the meaning of the specifications until 9 am November 7, 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 to all bidders. 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 November 7, 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 November 9, 2011, at 10:00 AM at the Community High School District 117, Administrative Office at 1625 Deep Lake Road, Lake Villa, IL 60046 in the Silo Room to the right of the building as you enter.

1. The sealed proposals shall be delivered to 1625 Deep Lake Road, Lake Villa, IL 60046 any time prior to, but not later than, 10:00 AM on November 9, 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.
2. 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. **SUBURBAN**
 - b. Name and address of bidder.
3. All bids submitted must be valid for a minimum period of 45 days after the date of the bid opening.
4. 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.
5. 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.
6. 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.

7. All bids shall be deemed final, conclusive and irrevocable. No bids shall be subject to corrections or amendment for any error or miscalculation.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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:
 13. Bidders shall not include taxes, which school districts are not subject to according to law.
 14. Bids shall be without erasures or interlineations.
 15. These instructions are to be considered an integral part of any bid.

16. 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/Contract
- Certificate of Compliance with the Illinois Drug-Free Workplace Act
- Certificate of Non-Discrimination
- Prevailing Wage Certification

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.

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 Error! Reference source not found., 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 _____ 2011.

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

NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent states that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

_____ Date

_____ Authorized Agent of Bidder

Subscribed and Sworn before me

this _____ day of _____, 201____

_____ NOTARY PUBLIC

**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.

_____ Authorized Agent of Bidder
_____ Date

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 _____, 2010

Signature of Notary Public

Prevailing Wage Requirements

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 _____

Specifications

2011 or 2012 Fleet/Non-Retail Suburban 2WD 1/2 TON 4dr 1500 Commercial CC10906

Exterior Color: None Selected ZY1 Solid Paint
Interior Color: None Selected

Please Quote Standard Equipment/Options
Please Submit Full Specification Listing With Pricing
Please Include Pricing For Each Option Listed Below

Emissions	FE9		\$
Engine	LMG		\$
Transmission	MYC		\$
Axle	GU6		\$
Preferred Equipment Group	1FL		\$
Wheel Type	NX7		\$
Seat Type	AZ3		\$
Seat Trim	19V		\$
Radio	US8		\$
Additional Equipment	G80		\$
	K5L	Trailer Package	\$
	KC4	External Engine Cooler	\$
	KNP	Transmission Cooler	\$
	JL1	Trailer Brake Controller	\$
	V1K	Luggage Rack	\$
	VK3	Plate Bracket	\$

Delete OnStar

TOTAL \$ _____

Delivery Date _____

Signature _____