

North Palos School District 117

INVITATION TO BID AND BID FORM

BID #: 2021

FOR: School Furniture

DUE: April 9, 2021 at 10:00 am

FROM: _____
_____ (Name of Company)

TOTAL PRICE FOR ITEM ON BID (in US \$): _____

If this bid is for services or work, indicate date when services or work could be started: _____

REMINDER: YOUR BID MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY MARKED:
School Furniture Bid #: 2021;
BIDS MUST BE RECEIVED BY 10:00am on April 9, 2021

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 90 days of bid due date, to provide the specified items and/or services or work as described in the specifications and instructions for the sum shown in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME

SIGNED

ADDRESS

TITLE

CITY, STATE, & ZIP CODE

DATE

TELEPHONE NUMBER

EMAIL ADDRESS

*If NO BID is your response, please complete and return the Courtesy "No Bid" Response Questionnaire.

Submit your sealed bid to:

Dr. Daniel R. Ford, Director of Buildings & Grounds
North Palos School District 117
7825 W. 103rd Street
Palos Hills, IL 60465

North Palos School District 117 School Furniture Specifications
Please Note: Prices should include the cost of delivery, assembly, and installation.

Furniture Item	Style/Manufacturer	Specifications	Quantity	Unit Cost	Total Cost	Shipping Location (Quantity)
DORN LIBRARY MEDIA CENTER FURNITURE TO BE AWARDED AS 1 PACKAGE. NO ALTERNATES. WOOD SPECIES: MAPLE - STAIN MATCH TO WILSONART MONTICELLO MAPLE # 7925-38. SINGLE-FACED SHELVING UNITS TO HAVE MALIBU STYLE DESIGNEREND PANEL ON EXPOSED END.						
Table (round)	Media Technologies BOL-C0054-24	Bola junior table 54" Dia x 24"H, 3mm PVC Edge	1			Dorn
Tables (rectangular)	Media Technologies BOL-C3060R-24	Bola junior table 30"D x 60"W x 24"H, 3mm PVC Edge	8			Dorn
Counter top	Media Technologies WS-12024	Continuous Top, 120"W x 24"D	1			Dorn
Open face upper cabinet	Media Technologies SWOS-301430	Standard Wall open storage, 30"Wx14"Dx30"H	4			Dorn
Base cabinet	Media Technologies SBCS-302430	Standard base cabinet, 30"Wx24"Dx30"H	4			Dorn
Bookcase shelving	Media Technologies TRN-SB-602419A-T	Transition Shelving Unit, adder, TFL, 60" (floor to top of mounted unit) 54"H x 25"W x 19"D, w/ 3 fixed & 2 tab cam adjustable shelves	2			Dorn
Bookcase shelving	Media Technologies TRN-SB-603019-T	Transition Shelving Unit, starter, TFL, 60" (floor to top of mounted unit) 54"H x 32"W x 19"D, w/ 3 fixed & 2 tab cam adjustable shelves	1			Dorn
Bookcase shelving	Media Technologies DFTS-4224D-M-MOB	Curved shelving unit, 4 adj. shelves each face, Maple, Perl Steel Back, 24"0 x 67"W x 42"H	12			Dorn
Bookcase shelving	Media Technologies V22-6012M-31	Malibu shelving, sgl face starter, maple veneer panel construction, unfinished back face, 31"Wx 12"0 x 60"H	3			Dorn
Bookcase shelving	Media Technologies V22-6012M	Malibu shelving, sgl face starter, maple veneer panel construction, unfinished back face, 37"W x 12"0 x 60"H	2			Dorn
Bookcase shelving	Media Technologies V210-6012AM-30	Bookmark shelving, sgl face adder, maple veneer panel construction, unfinished back face, 30"Wx 12"0 x 60"H	9			Dorn
Bookcase shelving	Media Technologies V21-6012M-31	Bookmark shelving, sgl face starter, maple veneer panel construction, unfinished back face, 31 "W x Media Tech, Media Tech 12"0 x 60"H	1			Dorn
Bookcase shelving	Media Technologies V21-612MA	Bookmark shelving, sgl face adder, maple veneer panel construction, unfinished back face, 36"W x Media Tech 12"0 x 60"H Bookmark	20			Dorn
Bookcase shelving	Media Technologies V21-612M	Shelving, sgl face starter, maple veneer panel construction, unfinished back face, 37"Wx 12"0 x 60"H	1			Dorn
Bookcase shelving	Media Technologies MCD-B-32-EPM	Bookmark Finished End Panel for (nominal) 32"H Unit, maple	2			Dorn
Circulation desks	Media Technologies MCD-60D-KSR-32/TRX39M	Desk Unit 60"WX 30"0, 31.5"H wksfc, 38.5"H transaction ledge, continuous front - knee-space panel right, maple, (2)	1			Dorn
Circulation desks	Media Technologies XMCD-36D-KSL-32M	80mm grommets Desk Unit 36"W X 30"0 X 31.5"H - kneespace panel left, maple, bow front	1			Dorn
Circulation desks	Media Technologies WMP661222-L MCD-DBTM-2424-24	6/6/12 Mobile File pedestal, HPL with HPL fronts, 16.25"W x 22"0 x 27.12"H Media Tech, Depressible book truck, maple, for 32"/39"H Book Return units, 24" x 24" x 24"H	1			Dorn
Circulation desks	Media Technologies MCD-DBTM-2424-24	Depressible book truck, maple, for 32"/39"H Book Return units, 24" x 24" x 24"H	1			Dorn
Circulation desks	Media Technologies MCD-MB-36D-KSR-29/TRX 39M	Malibu Desk Unit 36"W X 30"0, 29.5"H wksfc, 38.5"H transaction ledge, continuous front - kneespace panel right, maple	1			Dorn

DORN LIBRARY MEDIA CENTER FURNITURE -- CONTINUED						
Furniture Item	Style/Manufacturer	Specifications	Quantity	Unit Cost	Total Cost	Shipping Location (Quantity)
Circulation desks	Media Technologies MCD-MB-36D-KSL-29M	Media Tech, Malibu Desk Unit 36"W X 30"0 X 29.5"H - kneespace panel left, maple	1			Dorn
Circulation desks	Media Technologies MCD-MB-36CS-29/TRX39M	Media Tech, Malibu Cupboard Unit 36"W X 30"0, 29.5"H wksfc, 38.5"H transaction ledge, continuous	1			Dorn
Circulation desks	Media Technologies MCD-MB-36BR-29M	Malibu Book Return, 36"W X 30"0 X 29.5"H, maple	1			Dorn
Circulation desks	Media Technologies MCD-MB-30ERC54R-KS-29 M	Malibu 90" Extended Radius corner, 54"R top, -74"W x 36"0 x 29.5"H - kneespace panel left and right, maple	1			Dorn
Bookcase shelving	Media Technologies FILLER	Media Tech TOP FILLER 12X20	1			Dorn
Bookcase shelving	Media Technologies FILLER-FRONT	Media Tech FILLER FRONT, 60"hx 7"w	1			Dorn
Bookcase shelving	Media Technologies HT-LOWER	Media Tech Aluminum Mounting Track, lower, 12" section	7			Dorn
DORN LIBRARY MEDIA CENTER FURNITURE TOTAL COST						
ALL OTHER FURNITURE ITEMS TO BE AWARDED AS SEPARATE LINE ITEMS. NO ALTERNATES..						
Furniture Item	Style/Manufacturer	Specifications	Quantity	Unit Cost	Total Cost	Shipping Location (Quantity)
Student chairs Pre-k - 1	VS 31400	VS Panto Swing Student Chair, Red Dot Height, 15-1/4"H Seat, Plastic Glides	54			Dorn
Lab tables	National Public Seating SLT1 3072 P C	Wood frame and legs, phenolic top, 30"x72" 30"high; casters and stretchers/gussets	17			Conrady
Teacher chairs (desk)	HON Model # HVL531	Color: black mesh back, black frame, black upholstered seat Features: swivel, tilt, tilt tension, height adjustable arms	54			Dorn (29) Sorrick (5) Glen Oaks (4) Oak Ridge (16)
Teacher chairs (task)	HON Model # H5711	Color: black mesh back, black frame, black upholstered seat Features: swivel, tilt, tilt tension	10			Dorn
Banquet chairs	National Public Seating Model: BT3096	Vinyl Upholstered Stack Chair, Midnight Blue Seat, Black Sandtex Frame	55			Dorn (20) Oak Ridge (35)
Folding tables	National Public Seating Model: BT3096	Speckled Gray 96" x 30"	26			Conrady
Lectern/ Podium	Oklahoma Sound GSL Series	Greystone Lectern, Charcoal 23.5"W x 19.25"D x 45.5"H	2			Sorrick
All items to be as specified, no alternates. All library furniture is to be a package bid.						

1. Invoices received before the first Tuesday of the month will be processed for approval for payment on the third Tuesday of the month. Invoices received after the first Tuesday of the month will be processed for payment on the third Tuesday of the following month. Payments will not be issued until July 21, 2021 to account for the new fiscal year FY22.
2. Note any special delivery requirements which go beyond stated requirements when submitting your bid.
3. **Bids are due by 10:00 am on Friday, April 9, 2021.**
4. North Palos School District 117 reserves the right to reject any and/or all bids.
5. Any damage to North Palos School District 117's property done during delivery by the contractor shall be immediately corrected, at the contractor's expense.
6. Delivery must be made with a truck with a lift gate. There is no loading dock to accept deliveries.
 - Conrady Junior High School: 7950 W. 97th Street Hickory Hills, IL 60457
 - Dorn Elementary School: 7840 W. 92nd Street Hickory Hills, IL 60457
 - Glen Oaks Elementary School: 9045 S. 88th Avenue Hickory Hills, IL 60457
 - Oak Ridge Elementary School: 8791 W. 103rd Street Palos Hills, IL 60465
 - Sorrick Elementary School: 7825 W. 103rd Street Palos Hills, IL 60465
7. **Delivery and installation to be completed by August 4, 2021. For Dorn library furniture package delivery and installation to be completed during the week of August 2-6, 2021.**
8. Installation to include removal of all packaging materials.
9. In determining whether a bidder is responsible, the School District will consider the past performance of a bidder if it had a prior relationship with the School District, which consideration will include, without limitation, reviewing if prior furniture products were non-marring, abrasion resistant, and glided easily on the floor.
10. All bids must be sealed and either mailed or delivered to the address below by 10:00 am on April 9, 2021:

**North Palos School District 117
Dr. Daniel R. Ford
7825 W. 103rd St.
Palos Hills, IL 60465**

All bids must be clearly marked on the lower left corner of the envelope with "Classroom Furniture Bid #2021"

NORTH PALOS SCHOOL DISTRICT 117

7825 W. 103rd St.
Palos Hills, Illinois 60465
April 9, 2021

Classroom Furniture Bid Proposal

Bidder shall complete the attached CONTRACTOR'S CERTIFICATION

CONTRACTOR'S CERTIFICATION

_____, as part of its bid on a contract for

(Name of Contractor)

classroom furniture to North Palos School District #117, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____ (Authorized Agent of Contractor)

Subscribed and sworn (or affirmed) to before me this _____ day of _____, 2021.

By: _____

(Notary Public)

(Official Seal)

INSTRUCTIONS TO BIDDERS

1. GENERAL

- A. All bid addenda will be sent via email to all prospective bidders, therefore you must email mshihadeh@npd117.net to be added to the list of potential bidders.
- B. Bid shall be submitted in an envelope properly marked with the title of the bid, date, and time of opening.
- C. Seal and deliver to the Buildings & Grounds Office on or before the time scheduled for the opening.
- D. All bids shall be made on this form.
- E. Unsigned or late bids will not be considered.
- F. North Palos School District 117 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- G. Prices quoted shall include all charges for packing, transportation, and delivery to the School Building or District Office as designated on the bid.
- H. Correspondence shall be addressed to the Director of Buildings & Grounds.
- I. Bids are available for inspection in the Buildings & Grounds Office by appointment after the award of orders.
- J. Oral, telephonic, telegraphic, or facsimile transmitted bids will not be accepted. The use of District transmission equipment by Bidders is prohibited.

2. ERRORS AND OMISSIONS

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 omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Director of Buildings & Grounds who will issue the necessary clarifications to all prospective Bidders by means of addenda.

3. FIRM BID

All bids will be considered to be firm for a period of ninety (90) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, FAX, or in person prior to the time and date established for the opening of bids.

5. INVESTIGATION OF BIDDERS

A. The Buildings & Grounds Office will make such an investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.

B. The Board of Education reserves the right to reject any bid if it is determined that the Bidder is not properly qualified to carry out the obligations of the Contract.

6. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any and all bids, to waive irregularities, and to accept the lowest responsible Bidder, considering conformity with specifications, terms of delivery, quality, and serviceability. All items shall be new unless otherwise specified. By submitting a bid, Bidders agree to mandatory binding arbitration on all bid disputes.

7. COMPLIANCE WITH LEGISLATION

A. It shall be mandatory upon the Contractor(s) to whom a contract for public works is awarded and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor (copy attached). Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

While participating on public works projects, the contractor and each sub-contractor must submit (monthly) a certified payroll to the District in accordance with the Prevailing Wage Act.

B. It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Human Rights Act (775ILCS 5/1-101) and further that the Contractor will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

8. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

9. CONTRACTS

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

10. COMPLIANCE WITH LEGISLATION

During the performance of this Contract (whether or not Federal funds are involved) the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that

applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, color, sex, national origin, or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.

C. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

D. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

E. The Contractor shall include the provisions of paragraphs A through D in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Sec. 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

F. The bidder is directed that all applicable state laws, municipal ordinances, district policies, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the contract throughout, and will be deemed to be included in the contract the same as though herein written in full; provided that municipal ordinances, policies, practices and other municipal regulations that create a conflict with the bidding requirements of the Illinois School Code are not applicable.

11. COMPLETION DELIVERY TIME

If delivery time will exceed thirty (30) days after receipt of a purchase order, state the delivery time by the respective items in the "Description" column. All prices must be quoted F.O.B. DESTINATION. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

12. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different Bidders or all items to a single Bidder unless otherwise noted on bid request, and to determine whether in the opinion of the Board of Education:

- (1) an equal or alternate is a satisfactory substitute
- (2) a Bidder is not a responsible Bidder and should be disregarded
- (3) what exceptions or deviations from written specifications will be accepted

The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

13. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each Bidder shall carefully examine the project site and the Contract documents, fully inform itself of existing conditions and limitations of the project sites, rely entirely upon its own judgement in making its proposal, and include in its proposal all sums sufficient for it to provide all work required by the Contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents and sites. By submitting its proposal, each Bidder shall be held to represent that it has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work. A Bidder may visit the project sites during the hours of 8:00 A.M. to 4:00 P.M. on weekdays, Monday through Friday. The site location is listed in the Delivery Point section.

14. PERFORMANCE/LABOR AND MATERIAL PAYMENT BONDS (construction projects *ONLY*)

Within ten (10) days of the date of the Notice of Award, the successful Contractor shall enter into a formal Contract with the Board of Education and shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the Contract. The Bonds shall be in accordance with A.I.A. Documents A311. The Contractor shall pay the cost of premiums for said bonds. The Bonds shall be signed and sealed by an authorized representative of the Bonding Company and authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bonds, if not officers, shall be attached thereto.

The Performance Bond and the Labor and Material Payment 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 it pursuant to the Contract with the Board of Education, and shall indemnify the Board of Education from any liability or loss resulting to the Board of Education from any failure of the Contractor fully to perform each or all of said duties.

The Performance Bond and the Labor and Material Bond herein 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 "AAA" in Best's Insurance Guide (current edition). Companies must be licensed in the State of Illinois and shall show evidence of the same.

15. BID SECURITY (construction projects ONLY)

A Bid Bond or Certified Check made payable to North Palos School District 117, Cook County, Illinois, in the amount of 10 percent (10%) of the proposal shall accompany each bid as a guarantee that the Bidder, if awarded the Contract, will furnish the required Performance and Labor and Material Payment Bonds, execute the Contract, and proceed with the work. Upon failure to do so, the Contractor shall forfeit the Check or amount of Bid Bonds as liquidated damages. No mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle it to a return of the Check or Bid Bond. No Bidder may withdraw its bid for a period of 60 days after the date of opening thereof.

The Bid Bonds or Checks will, with the exception of those of the three lowest bidders, be returned seven (7) days after the opening of bids, and the remaining Checks or Bid Bonds will be returned when the Contract is executed and Bond provided.

17. INSURANCE (construction and service contracts ONLY)

The Contractor shall provide and maintain insurance in the amounts outlined below with companies acceptable to the School District:

A. Worker's Compensation Insurance:

Coverage A — Illinois Statutory Limits

Coverage B — Employer's Liability \$500,000 Limit

B. Automobile Liability Insurance: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned, and hired automobiles.

C. Commercial General Liability Insurance shall provide the following limits:

\$1,000,000 each occurrence

\$2,000,000 General Aggregate

\$2,000,000 Completed Operations Aggregate

\$1,000,000 Personal Injury

This policy shall include the following coverages:

A. Premises/Operations

B. Independent Contractors

C. Products/Completed Operations

D. Contractual Liability – Blanket

E. Broad Form Property Damage

F. Personal Injury – Offenses A, B, C,
– exclusion C deleted

Contractual Liability Coverage, including the “Indemnification of School District and Architect” (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, Care, Custody and Control, and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the School District's insurance counselor.

The Contractor is responsible for all claims arising out of sales of vended product on the premises and injury and/or death caused by the vendor's delivery vehicles on and immediately adjacent to the premises.

D. Umbrella Liability Insurance: It is required that an umbrella policy be written for a minimum of \$2,000,000 for bodily injury and property damage. This umbrella policy would be in excess of the limits of the primary policy outlined above.

All such insurance shall not be cancellable without thirty (30) days prior written notice being given to the School District. All insurance shall indicate that it is primary and any material change shall cause notice to District 117 thirty (30) days prior to the change.

With respect to the insurance required herein, the Contractor shall provide such insurance naming the School District, the Board of Education and its members individually, and its employees and agents as “additional named insured.” The Contractor shall also purchase and maintain such insurance as will protect the School District from and against all claims, damages, loss, and expenses, including attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph.

It is MANDATORY within ten (10) days after the bid award that Certificate(s) of Insurance shall be submitted to the Asst. Supt. of Business Operations.

18. TOTAL PRICE FOR ALL ITEMS BID

A total bid dollar amount, regardless of whether or not you are bidding all items, *MUST* be entered in the appropriate section of the Bid Form before signing and submitting your bid.

19. HOLD HARMLESS AND INDEMNIFICATION

The Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the Board of Education and its members individually, their officers, employees, servants, and agents from and against all claims, actions, suits, judgements, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the Contractor under this Contract or by reason of anything to be supplied by the Contractor pursuant to this Contract.

B. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents, and servants) or damage to or destruction of any property, including the loss of use thereof:

— Caused in whole or in part by any act, error, or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.

— Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks, and property adjacent thereto.

— Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this Contract.

20. LATE BIDS

Bids received after the time specified on the Invitation to Bid will not be considered. The method of transmittal of the bid proposal is at the Bidder's risk of untimely receipt by the School District. The use of District equipment for transmission of bids is prohibited.

21. RECYCLED PRODUCTS

District 117 supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as a percentage of recycled products in each item.

22. CERTIFICATIONS

A. Drug-Free Workplace

Applicable only to companies with 25 or more employees. The Vendor shall hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the Bidder 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 the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

B. Bid-Rigging

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.

C. Prevailing Wages

It shall be mandatory upon the Contractor(s) to whom a contract for public works is awarded and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work, and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor (copy attached). Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. Current wage rates are available from the Department of Labor (www.dol.gov). Weekly certified payrolls are required from prime and subcontractors. They may be submitted with each pay request. No changes will be allowed in the amount of this contract as additional compensation for such changes.

D. Background Checks

All contractors or individual vendor representative(s) who have contact with students or perform work in student areas when students are likely to be present need to have a sex offender background check performed before they may work in any District 117 building. By submitting a bid, the vendor agrees that its employees may be checked by the District prior to working on District property.

E. Sexual Harassment Clause

Each Bidder must certify that it has complied with the requirements of Section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

F. Non-Discrimination Clause

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies revoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include the provisions of Paragraph A through D in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the best interest of the United States.

The Bidder is directed that all applicable state laws, municipal ordinances, district policies, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though herein written in full; provided that municipal ordinances, policies, practices, and other municipal regulations that create a conflict with the bidding requirements of the Illinois School Code are not applicable.

G. Non-Collusion Affidavit

The undersigned Bidder or Agent, being duly sworn, on oath, says 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 bid 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 that this bid is made without reference to any other bid and without agreement, understanding, or combination with any other person in reference to such bidding. He further says that no persons, firms, or corporation has, have, or will receive directly, any rebate, fee, gift, commission, or thing of value on account of such sale.

H. MBE/WBE/DBE Status

Please check one. This firm is a:

- Minority Business Enterprise (MBE) – a firm that is at least 51% owned, managed, and controlled by a minority.
- Women’s Business Enterprise (WBE) – a firm that is at least 51% owned, managed, and controlled by a woman.
- Disadvantaged Enterprise (DBE) – a firm that is at least 51% owned, managed, and controlled by a person with a disability.
- This firm is not a MBE, WBE, or DBE.

Please attach copies of MBE, WBE, and DBE certifications.

NOTE: The Board of Education states that it is in compliance with all applicable laws.

Please click on the link below to view the Cook County Prevailing Wage Rates Effective March 15, 2021.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/current-prevailing-rates.aspx>

Courtesy “No Bid” Response Questionnaire

If you are not submitting a price on this bid, District 117 would like your input as to why you are not bidding. Please indicate your reason and return by Bid Due Date to:

Dr. Daniel R. Ford, Director of Buildings & Grounds
North Palos School District 117
7825 W. 103rd Street
Palos Hills, IL 60465

- Previous commitments, too busy
- Too small a job
- Too large a job
- Our firm is not suited for this type of work
- Do not like to bid jobs
- Could not schedule site examination
- Cannot get bonding for this job
- Other _____

Company Name _____

Address _____

City, State & Zip Code _____

Telephone Number _____

Email Address: _____

By _____

Title _____

Date _____

Checklist For Bidders

1. Have you carefully reviewed the specification including “Instructions to Bidders?”
2. Have you properly completed all portions of the bid?
3. Have you signed the bid?
4. Have you furnished business references (if required)?
5. Have you verified your prices to be sure you have not made an error?
6. Have you indicated your total price for items bid on the Bid Form?
7. Is your bid in a sealed envelope, clearly marked as required?
8. Have you made arrangements to submit samples if required?