

**Joliet Public Schools District 86**

**Science Classroom Furniture Bid**

**Addendum #1**

**This addendum contains a correction to 1.8. Questions Regarding Specifications:**

**1.8. Questions Regarding Specifications**

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by Ankhe Bradley, Assistant Superintendent for Curriculum and Instruction, 420 N. Raynor Ave., Joliet, IL 60435 **no later than April 12, 2019**, three business days prior to the bid opening. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

**JOLIET PUBLIC SCHOOLS DISTRICT 86**

**INVITATION TO BID – SCIENCE CLASSROOM FURNITURE**

Joliet Public Schools District 86 is receiving sealed bids for SCIENCE CLASSROOM FURNITURE. Sealed bids are due Wednesday, April 17, 2019 at 10:00 a.m. at which time they will be publicly opened and read aloud. Bids are to be submitted to:

Joliet Public Schools District 86  
Attention: Tamara L. Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Sealed bids must be clearly marked on the envelope: “BID ENCLOSED, SCIENCE CLASSROOM FURNITURE”.

The name and address of the bidder must be clearly printed on the outside of the envelope.

Bid packages may be obtained from the District website, [www.joliet86.org](http://www.joliet86.org) or at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 during normal business hours.

The bid opening will take place at the JFK Administration Center at 420 N. Raynor Ave., Joliet, Illinois, 60435 at the time stated above. You are invited to be present if you so desire.

District 86 looks forward to your participation in this bid.

Sincerely,

Tamara L. Mitchell  
Assistant Superintendent for Business and Financial Services/CSBO

Joliet Public Schools District 86 may be referred to in these documents as “District 86” or “District.”

## **I. REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

### **1.1. BID DOCUMENTS**

The Bid Documents include the Invitation to Bid, Legal Advertisement Notice, Bid Proposal Page/ Proposal Form, Requirements for Bidding and Instructions to Bidders, Standard Terms and Conditions, Special Conditions (if any), Scope of Work and Specifications, Plans and Drawings (if any), Insurance Certificates, and all other exhibits attached hereto and any and all Clarifications and Addenda issued by the District. Upon the award, or execution of a contract, or execution of a purchase order, pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

Attached Exhibits:

EXHIBIT A Bid Proposal Form (2 pages)

EXHIBIT B List of Facilities (1 page)

EXHIBIT C Statement of Ethics Certification (1page)

EXHIBIT D: Certificate of Eligibility to Bid, (1 page)

EXHIBIT E: Certificate of Compliance with Illinois Drug-Free Workplace Act (1 page)

EXHIBIT F: Certification regarding Sexual Harassment Policy (1 page)

### **1.2. PROPOSAL FORMS**

Bids shall be submitted only on the forms provided. The bidder shall retain one (1) copy for his files and submit one (1) copy signed and in a sealed envelope marked “SCIENCE CLASSROOM FURNITURE.” Telephonic, electronic or faxed bids will not be accepted.

### **1.3. QUALIFIED BIDDERS**

Bidders must have a minimum of 5 years of experience in SCIENCE CLASSROOM FURNITURE with at least 3 contracts of similar scope of work. Bidder shall supply list of the three contract references. Bidders must have the personnel, facilities, equipment, financial resources, and time to perform the services required under this contract.

### **1.4. LATE BIDS**

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

**1.5. CONDITIONAL BIDS**

Qualified bids are subject to rejection in whole or in part.

**1.6. AUTHORITY TO ACT AS AGENT**

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

**1.7. ERRORS IN BIDS**

When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Erasures or changes in bids must be initialed.

**1.8. QUESTIONS REGARDING SPECIFICATIONS**

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by Ankhe Bradley, Assistant Superintendent for Curriculum and Instruction, 420 N. Raynor Ave., Joliet, IL 60435 no later than April 16, 2019, three business days prior to the bid opening. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

**1.9. ADDENDA**

Addenda in connection with the bidding of this work/supplies/equipment may be issued by the School District by public posting at the Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435 and by transmission by regular mail and/or facsimile to those interested bidders who have requested notice of addenda in writing addressed to:

Joliet Public Schools District 86  
Attention: Tamara L. Mitchell  
JFK Administration Center  
420 N. Raynor Ave.  
Joliet, IL 60435

Addenda will not be issued after April 16, 2019. It is the responsibility of the bidder to determine whether addenda have been issued by the School District. Lack of knowledge of addenda will not be grounds for a bidder to withdraw a bid after the bid opening or to fail to enter into the contract after the award of the bid.

**1.10. EXAMINATION OF THE BID DOCUMENTS AND WORK SITE**

Bidders are required to carefully examine all of the Bid Documents before completing the forms and submitting a Bid. If the specification calls for work to be performed onsite,

Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

**1.11. TAXES INCLUDED IN BID PRICES**

Materials purchased by Joliet Public Schools District 86 are not subject to the Federal Excise Tax. Materials purchased by Joliet Public Schools District 86 are not subject to the State of Illinois Sales Tax.

The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by Joliet Public Schools District 86.

Bidders shall include all other applicable Federal, State and local taxes, direct or indirect, in their Bid prices.

**1.12. BID PRICES MUST INCORPORATE ALL COSTS**

Bid pricing must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Bid Documents.

**1.13. COMPLETION OF THE BID DOCUMENTS**

All information required by the Invitation to Bid must be supplied to constitute a proper bid. Each Bidder must complete all of the forms, including Exhibits. The forms, including the Bid Proposal Pages, must be completed in ink, or typewritten. Bidders may not change any of the Bid Documents. Any changes made by a Bidder to the Bid Documents may result in rejection of the Bid, and will not be binding upon the District.

The individual(s) that sign the Bid Execution Page on behalf of the Bidder, by their signature, represents and warrants to the District that such individual is authorized to execute bids and contracts on behalf of the Bidder, and that the Bidder agrees and shall be bound to all of the terms and conditions of the Bid Documents and, upon execution by the District, the Contract Documents.

**1.14. AUTHORIZED DEALER/DISTRIBUTOR**

For bids involving the furnishing of equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be

capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Bid Documents will typically ask the Bidder to certify that it is an authorized dealer/distributor when this requirement is applicable. The Bidder's compliance with these requirements will be determined by the District, whose decision will be binding

## **1.15. SUBMISSION OF BIDS**

### **1.15.1 Date, Time, and Place**

Bids are to be delivered to the Business Office, J.F.K. Administrative Building, 420 N. Raynor Ave., Joliet, Illinois 60435 on the date and prior to the time stated on the cover of the Bid Documents, or any addendum issued by the District to change such date and/or time. No bid will be accepted after the date and time specified. The time of the receipt of the bid will be determined solely by the clock located in the Business Office.

Bids must be dropped off in the Business Office during regular business hours: 8:00 am to 4:30 pm, Monday through Friday, excluding Holidays of the District.

### **1.15.2 Bids Must Be Sealed and Properly Labeled**

All Bids must be submitted in sealed envelopes. All envelopes containing Bids must be marked "BID ENCLOSED, SCIENCE CLASSROOM FURNITURE" and must have the Bidder's name and address stated on the envelope. Failure to properly mark the envelope may result in a failed delivery, and result in rejection of the Bid. If more than one envelope is needed to submit the Bid, each envelope must be marked with all the information required above and be marked to indicate that the envelopes belong together (e.g., one of three, two of three).

### **1.15.3 Bidders Are Responsible for Bid Delivery**

Each Bidder is solely and completely responsible for delivery of its Bid to the Business Office before the date and time established for the Bid opening. Any Bid that is not delivered on time, including Bids mistakenly delivered to other District offices, will not be accepted. The District is under no obligation to ensure that misdirected Bids are delivered to the Business Office prior to Bid opening.

When bids are sent via U.S. Postal Service, messenger, printing service or any other carrier, Bidder is responsible for their delivery and drop-off to the correct location during business hours before the date and hour set for the opening of bids. It is Bidder's sole responsibility to ensure the Bid is delivered to the correct location and received as required.

Bids are not to be delivered after hours by pushing them under the door.

### **1.15.4 Trade Secrets - Freedom of Information**

Consistent with the District's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the District as part of

this solicitation, and any information or documentation presented to District as part of negotiation of a contract or other agreement may be made publicly as required by law.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."

B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the District are subject to the Freedom of Information Act. The District will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information act or valid subpoena. Bidder agrees not to pursue any cause of action against the District with regard to disclosure of information.

**1.16. WITHDRAWAL OF BIDS**

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Business Office. Bidders must make their own arrangements for the return of their Bids.

**1.17. BID OPENING**

Bids will be opened and read publicly in the Business Office immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Business Office to determination the lowest responsive and responsible bidder and whether a contract will be awarded.

**1.18. EFFECTIVE TERM OF BID**

Unless a Bid is expressly rejected by the District, all Bids will remain in effect for sixty (60) days subsequent to the Bid opening. The District may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids.

## **1.19. EVALUATION OF BIDS**

### **1.19.1 Base Bid and Alternate Bids**

Bids will be evaluated based on the Total Bid Price for SCIENCE CLASSROOM FURNITURE as listed in the Bid Proposal Form. Alternates, if any, may be awarded individually or awarded to the successful Base bidder.

### **1.19.2 Determination of Responsiveness**

The District will review Bids to determine whether they conform to the requirements of the Bid Documents.

### **1.19.3 Must Bid All Line Items**

The Bidder must bid all Line Items set forth on the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Group, Bidders must bid all items within a Group, except to the extent that the Specification expressly allows otherwise, but Bidders are not required to bid all Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

### **1.19.4 Mathematical Calculations**

The District reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

## **1.20. AWARD**

The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase and residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgement of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the



bidder qualifies bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

## **II. STANDARD TERMS AND CONDITIONS**

### **2.1. SEVERABILITY**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

### **2.2. ENTIRE CONTRACT**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **2.3 ASSIGNMENT**

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Contractor from its obligation, or change the terms of the Contract. The Contractor must notify the District, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the District's discretion.

### **2.4 SUBCONTRACTING**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the District; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the District of the names of all Subcontractors to be used and shall not employ any that the District has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on District contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the District is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the District; any substitution of a Subcontractor without the prior written consent of the District is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the District, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws

applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from District, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for District approval.

**2.5. GOVERNING LAW AND JURISDICTION**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. In State court, venue shall be in the County of Will. If in Federal Court, the Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of Federal courts located within the County of Cook, State of Illinois.

**2.6. INDEPENDENT CONTRACTOR**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the District. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

**2.7. AMENDMENTS**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the District, unless specifically allowed for by the Contract Documents.

**2.8. INDEMNITY**

Contractor must defend, indemnify, keep and hold harmless the District, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the District's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

At the District's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the District has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made

only with the prior written consent of the District, if the settlement requires any action on the part of the District.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the District are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

## **2.9. INSURANCE TO BE PROVIDED**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

### **2.9.1. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$ 1,000,000 each accident, illness or disease.

### **2.9.2. COMMERCIAL GENERAL LIABILITY (PRIMARY AND UMBRELLA)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability. The District is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

### **2.9.3. AUTOMOBILE LIABILITY (PRIMARY AND UMBRELLA)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The District is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits the same limits of liability with the same terms herein.

### **2.9.4. UMBRELLA COVERAGE**

Umbrella excess liability coverage with limits of not less than \$5,000,000.

#### **2.9.5. ADDITIONAL REQUIREMENTS**

The Contractor must furnish to Assistant Superintendent for Business, Joliet Public Schools District 86, 420 N. Raynor Ave. Joliet, IL 60435, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the District that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the District to obtain certificates or other insurance evidence from Contractor is not a waiver by the District of any requirements for the Contractor to obtain and maintain the specified coverages.

The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the District retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the District in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the District, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the District do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are

subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

**2.10. ADDITIONAL INSURED**

Successful bidder must provide certificate of insurance adding Joliet Public Schools District 86 as an additional named insured on a primary noncontributory basis, with waiver of subrogation.

All insurance required under this contract shall be carried with an insurer licensed to do business in the State of Illinois and acceptable to the District.

Limits of liability to be no less than:

General Liability	2,000,000 per occurrence
Commercial Auto	2,000,000 per occurrence
Workers Compensation	1,000,000
Umbrella Liability	5,000,000

**2.11. COMPLIANCE WITH ALL LAWS**

**2.11.1. GENERAL**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, and regulations to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and pay for and obtain all permits, licenses, certificates, fees and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

**2.11.2. NON-DISCRIMINATION**

No Contractor who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts

entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The Contractor and all subcontractors employed under the contract shall comply with all applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-10).

### **2.11.3 COMPLIANCE WITH ENVIRONMENTAL LAWS**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

### **2.12. COLLUSIVE BIDDING**

The bidder certifies that its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation, making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### **2.13. THIS SECTION INTENTIONALLY LEFT BLANK**

### **2.14. SATISFACTORY COMPLIANCE WITH SPECIFICATION**

The submission of a bid by the Contractor will be construed as an indication that they are fully informed as to the extent and character of the supplies, materials, or equipment required and can furnish the same satisfactorily in compliance with the specifications.

### **2.15. RESPONSIBILITY FOR HAZARD CLEAN UP**

It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by the actions of the bidder.

### **2.16. SAFETY REQUIREMENTS**

2.16.1. The contractor and all persons and subcontractors employed by him will comply with all applicable OSHA regulations.

2.16.2. Work areas shall remain broom clean and free from obstruction.

### **2.17. WARRANTY**

2.17.1 The Contractor shall warrant that the new equipment, material and workmanship is free from any defect for a period of one year from the date of final acceptance or the date of beneficial occupancy by the Owner, whichever comes first, unless the equipment manufacturer's warranty extends beyond one year.

2.17.2 Extended manufacturer's warranties shall clearly state the start date of the extended warranty, the length of the extended warranty, and detailed information as to exactly what is covered by the extended warranty.

2.17.3. The Contractor will respond without delay when notified of any such defect in equipment, material or workmanship, and shall correct the defect as quickly as possible.

**2.18. NOTICE TO PROCEED:**

The District will issue a Notice to proceed to the Contractor after receipt of the required insurance certificate, schedule and other pertinent items. The Contractor shall not commence any work at the job site until the Notice to Proceed has been issued and the school principals have been notified in advance of the commencement of work.

**2.19. CANCELLATION**

In the event that the Contractor at any time fails to comply with any of the terms or conditions set forth in this agreement, or should the District determine that the Contractor is in any other way unfit, unqualified, or unable to perform, the District shall give ten (10) days' notice in writing to the said contractor. In the event the Vendor does not remedy such failures within ten (10) days from the receipt of such notice the agreement may be terminated.

Furthermore, if the District must contract the service of others because of failure of the Vendor to provide such services under this contract, the Vendor shall assume all costs incurred by the District.

**2.20. SCHEDULE**

2.20.1 All work described in this document shall be completed as quickly as possible after issuance of the Notice to Proceed.

2.20.2 The contractor shall submit a written schedule of the work to the District for review and approval no later than (5) five days after approval. The contractor and the District must agree on the schedule prior to the commencement of any work.

2.20.3 The contractor will be responsible for providing additional resources as necessary to maintain the agreed upon schedule.

**2.21. GENERAL GUARANTY**

The Contractor shall save the District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

**2.22. WORK PERFORMED ON DISTRICT PROPERTY**

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of services required under this Contract.

**2.23. CLEAN UP**

Contractor must, during the performance of services, remove and dispose of all materials the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent

premises in a clean condition satisfactory to the District. Upon completion of the work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operations.

### **III. SCOPE OF WORK AND SPECIFICATIONS SCIENCE CLASSROOM FURNITURE**

#### **3.1 GENERAL**

These specifications are for SCIENCE CLASSROOM FURNITURE for Joliet Public Schools District 86, 420 N. Raynor Ave., Joliet, Illinois, 60435.

#### **3.2 RESPONSIBILITY FOR WORK**

As part of the Work, the Contractor shall furnish and assume full responsibility for everything required for the orderly progress and proper execution and completion of the Work.

#### **3.3 NO CONFLICT**

Contractor shall not have any public or private interest and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Contract.

#### **3.4 LICENSED**

Contractor shall employ only persons duly licensed by the State of Illinois to perform the Work required under this Contract for which applicable Illinois Law requires a license.

#### **3.5 NO GUARANTEE OF WORK**

The District provides no guarantee of work. Award of a contract does not prevent the District from obtaining the services of another Contractor for any other project if the District so desires and/or is in the public interest to do so.

#### **3.6 SCOPE**

The following describes and specifies the scope of work/services related to the SCIENCE CLASSROOM FURNITURE bid.

##### **3.6.1 Type and Quantity of Furniture**

The types and quantities of furniture for each school site shall be as set forth in Exhibit A, JOLIET PUBLIC SCHOOLS DISTRICT 86 SCIENCE CLASSROOM FURNITURE BID PROPOSAL FORM.

##### **3.6.1 List of Facilities – Inside Delivery**

Inside delivery of furniture shall occur at the following school sites (Exhibit B):

Dirksen Junior High School	203 S. Midland Ave., Joliet, IL 60436
Edna Keith Elementary School	400 Fourth Ave., Joliet, IL 60433



Gompers Junior High School      1501 Copperfield Ave., Joliet, IL 60432  
Hufford Junior High School      1125 N. Larkin Ave., Joliet, IL 60435  
Washington Junior High School   402 Richards St., Joliet, IL 60433

**3.7. BASE RATE**

Vendors are to indicate total costs based on the materials/equipment to be provided.

**3.8. DELIVERY**

The work for SCIENCE CLASSROOM FURNITURE shall be coordinated with the Assistant Superintendent for Curriculum and Instruction, Ankhe Bradley; (815) 740-3196.

**3.9. COMPLETE BID**

The bid proposals presented must include all costs associated with purchase of the products/services indicated. The winning bidder will not be reimbursed beyond the amount indicated on Exhibit A.

**3.10. PAYMENT FOR SERVICES**

Payment for services under this contract shall be invoiced by the successful bidder subsequent to delivery and setup of goods. All invoices related to this bid shall be dated for July 2, 2019 or later.

**3.11. CONTRACT TERM**

The contract shall commence on July 1, 2019 and end on June 30, 2020.

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**BID PROPOSAL FORM  
(1 OF 4 PAGES)**

After having read all the specifications and understanding the same, I hereby submit the following proposal for the purchase of SCIENCE CLASSROOM FURNITURE for Joliet Public Schools District 86 in accordance with said BID DOCUMENTS.

**FORMS TO BE COMPLETED:**

1. EXHIBIT A - BID PROPOSAL FORM
2. EXHIBIT B – LIST OF SCHOOL SITES
3. EXHIBIT C- STATEMENT OF ETHICS CERTIFICATION: Complete and attach.
4. EXHIBIT D - CERTIFICATE OF ELIGIBILITY TO BID: Complete and attach.
5. EXHIBIT E - CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT: Complete and attach.
6. EXHIBIT F- SEXUAL HARASSMENT CERTIFICATION: Complete and attach.

RECEIPT OF ADDENDUM: If addenda are issued and received, acknowledge below.

Addenda #1: \_\_\_\_\_ Addenda #2: \_\_\_\_\_

Addenda #3: \_\_\_\_\_ Addenda #4: \_\_\_\_\_

**NOTE: UNSIGNED BIDS WILL NOT BE ACCEPTED**

If this bid is accepted, the undersigned offers and agrees to furnish all goods and services upon which prices are quoted, at the price and times stated, and subject to all conditions recorded on this proposal.

**SIGNED FOR THE FIRM:**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FIRM NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**BID PROPOSAL FORM  
(page 2 of 4)**

<b>Dirksen Junior High School</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
24 X 60 Student Chemistry Table	64		
18 inch Steel Seat Stool	128		
48 X 28 Mobile Lab Table w/Sink	3		
Mobile Lab Table Mirror	3		
Freight & Inside Delivery			
<b>Total – Dirksen JHS</b>			

<b>Gompers Junior High School</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
24 X 60 Student Chemistry Table	144		
18 inch Steel Seat Stool	288		
48 X 28 Mobile Lab Table w/Sink	3		
Mobile Lab Table Mirror	3		
Freight & Inside Delivery			
<b>Total – Gompers JHS</b>			

**\*The “Total Bid Price” shall be considered in making the award to the lowest responsible bidder.**

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**BID PROPOSAL FORM  
(page 3 of 4)**

<b>Hufford Junior High School</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
24 X 60 Student Chemistry Table	144		
18 inch Steel Seat Stool	288		
48 X 28 Mobile Lab Table w/Sink	3		
Mobile Lab Table Mirror	3		
Freight & Inside Delivery			
<b>Total – Hufford JHS</b>			

<b>Washington Junior High School</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
24 X 60 Student Chemistry Table	49		
18 inch Steel Seat Stool	188		
48 X 28 Mobile Lab Table w/Sink	3		
Mobile Lab Table Mirror	3		
Freight & Inside Delivery			
<b>Total – Washington JHS</b>			

**\*The “Total Bid Price” shall be considered in making the award to the lowest responsible bidder.**

**EXHIBIT A**

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**BID PROPOSAL FORM  
(page 4 of 4)**

<b>Edna Keith Elementary School</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
48 X 28 Mobile Lab Table w/Sink	1		
Mobile Lab Table Mirror	1		
Freight & Inside Delivery			
<b>Total – Edna Keith ES</b>			

<b>District 86 Science Classroom Furniture - Summary</b>			
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
24 X 60 Student Chemistry Table	401		
18 inch Steel Seat Stool	892		
48 X 28 Mobile Lab Table w/Sink	13		
Mobile Lab Table Mirror	13		
Freight & Inside Delivery			
<b>Total Bid Price</b>			

**\*The “Total Bid Price” shall be considered in making the award to the lowest responsible bidder.**

**EXHIBIT B**  
**List of School Sites**

<b>School Name</b>	<b>Address</b>
Dirksen Junior High School	203 S. Midland Ave., Joliet, IL 60436
Edna Keith Elementary School	400 Fourth Ave., Joliet, IL 60433
Gompers Junior High School	1501 Copperfield Ave., Joliet, IL 60432
Hufford Junior High School	1125 N. Larkin Ave., Joliet, IL 60435
Washington Junior High School	402 Richards St., Joliet, IL 60433

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**EXHIBIT C**

**STATEMENT OF ETHICS CERTIFICATION**

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five years.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**EXHIBIT D**

**CERTIFICATE OF ELIGIBILITY TO BID**

To:  
Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_(Bidder), pursuant to Section 33E-11 of the Illinois Criminal code as amended (720 ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or others of (his, her, its) business has/have been barred from contracting with any unit of State of local government as a result of a violation of either Bid-rigging under Section 33E-3 or Bid-rotating under Section 33E-4 of Article 33E of Illinois Criminal Code as amended. (720 ILCS 5/33E-1 et.seq.)

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

\_\_\_\_\_  
(Signature of person making certification)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**EXHIBIT E**

**CERTIFICATION OF COMPLIANCE WITH ILLINOIS DRUG-FREE  
WORKPLACE ACT**

To:  
Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_ (Contractor), having 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 530/3) that (he, she, it) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of Illinois Drug-Free Workplace Act and, further certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

_____ Name	_____ Company or Corporation
_____ Title	_____ Address
_____ Date	_____ Telephone

APPLICABLE ONLY TO CONTRACTORS WITH 25 OR MORE EMPLOYEES

**JOLIET PUBLIC SCHOOLS DISTRICT 86  
SCIENCE CLASSROOM FURNITURE**

**EXHIBIT F**

**CERTIFICATION REGARDING  
SEXUAL HARASSMENT POLICY**

TO:

Joliet Public Schools District 86  
JFK Administrative Center  
420 N. Raynor Avenue  
Joliet, IL 60435  
(815) 740-3196

\_\_\_\_\_ (Contractor), does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, 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 using 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.

_____	_____
Name	Company or Corporation
_____	_____
Title	Address
_____	_____
Date	Telephone

\_\_\_\_\_  
(Signature of person making certification)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_