

**DOWNERS GROVE GRADE SCHOOL DISTRICT 58
2300 WARRENVILLE RD. SUITE 200NE
DOWNERS GROVE, IL 60515**

GENERAL SUPPLIES

**BID DUE: THURSDAY, MARCH 30, 2023
10:30 A.M.**

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DOWNERS GROVE GRADE SCHOOL DISTRICT #58

INFORMATION FOR BIDDERS

SECTION I

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for School District #58, Downers Grove, Illinois shall be received at the Office of the Manager of Business Services on or before 10:30 AM on the date specified in Section II. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School 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 School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**
2. It is the intent that these specifications promote adequate competition. Vendors are required to quote items as specified, but they may also submit equal or superior products (in which case, samples and manufacturer’s specifications must be submitted) provided such products are listed separately. (Catalog number is for Universal products unless branded.)
3. The quantities indicated are a reasonable estimate at this time. The Board of Education reserves the right to revise any and all quantities up to the sixty-(60) day period.
4. EXAMINATION OF SPECIFICATIONS:
Each vendor shall be acquainted with the conditions, as they exist, so as to be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Vendors shall also thoroughly examine all contract documents. The failure of any vendor to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
5. ADDENDA:
Where additional communication is found to be needed, the district will issue a written addendum to all interested parties.
6. QUALIFICATIONS OF BIDDER:
School District #58 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

7. The bidder shall furnish all materials and labor required to complete the job to the owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery, and no minimum order requirements are allowed.
8. The Board of Education of School District #58, reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications, which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the materials or service will be provided, or the project will be completed in accordance with proposed contract documents.
9. COMMUNICATIONS:
All communications, requests, questions, and so forth, shall be addressed to Sonali Patil, Manager of Business Services, Administration Service Center, 2300 Warrenville Rd, Suite 200 NE, Downers Grove, IL 60515. Phone number (630) 719-5839, email: spatil@dg58.org

10. QUOTATIONS AND BIDS

The contractor/vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

11. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, martial status, physical or mental disability unrelated to the individual's ability to perform the essential

functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will 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 by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special

conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

12. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the contractor/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner on request.

13. EMPLOYMENT AND PREVAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay, and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract and Contractor shall have the sole responsibility and duty to insure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of

hourly wages be a basis for a change order or other claim for an increase in the Contract Sum and shall not defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's or any subcontractor's failure to comply with the Prevailing Wage Act.

14. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees, servants and agents, from and against all claims, actions, suites, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including 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 on 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
- C. Mechanics lien claims by subcontractors hired by contractor to do work on the project contracted for between owner and contractor, where owner has made payments for the work done and said subcontractor is listed in the general contractor's affidavit.

15. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal,

no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

16. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.
17. Each bid must be accompanied by a Certification Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a signed Certificate Regarding Sexual Harassment Policy.
18. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.
19. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. 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 the Illinois Drug-Free Workplace Act.

20. The successful bidder must enter into the agreement in the form included in the Bid Document.

DOWNERS GROVE GRADE SCHOOL DISTRICT #58
2300 WARRENVILLE Rd., SUITE 200 NE
DOWNERS GROVE, IL 60515

SECTION II

SEALED BIDS AS REQUESTED IN SECTION I OF THESE SPECIFICATIONS
FOR:

GENERAL SUPPLIES

DUE ON OR BEFORE **10:30 A.M., THURSDAY, MARCH 30, 2023** AT THE
DISTRICT OFFICE, 2300 WARRENVILLE RD., SUITE 200 NE, DOWNERS
GROVE, ILLINOIS, 60515

PLEASE PROVIDE BRAND NAME AND QUANTITY (in the package/ case) FOR
THE PRODUCT QUOTED.

DELIVERY OF MATERIAL SHALL BE MADE **AFTER** JULY 1, 2023. **NO
DELIVERIES WILL BE ACCEPTED BEFORE JULY 1, 2023.** DELIVERIES CAN
BE MADE BETWEEN THE HOURS OF 7:00 AM AND 3:00 PM.

QUOTE WILL BE AWARDED ON A TOTAL COST TO SCHOOL DISTRICT #58
BASED ON ALL ITEMS BEING QUOTED. TOTAL COST IS TO INCLUDE ALL
SHIPPING AND HANDLING. THE PACKAGING OF ORDERS IS TO BE DONE
ON AN **INDIVIDUAL BASIS BY TEACHER PER SCHOOL.** ALL INDIVIDUAL
ORDERS WILL BE PROVIDED TO THE VENDOR WHO IS AWARDED THE BID.
QUANTITIES ARE BASED ON PRIOR YEAR'S ORDERING. ACTUAL
QUANTITIES ORDERED MAY VARY.

Dr. SONALI PATIL
MANAGER OF BUSINESS SERVICES
(630) 719-5839

GRADE SCHOOL DISTRICT #58
2300 WARRENVILLE RD., SUITE 200 NE
DOWNERS GROVE, ILLINOIS 60515

QUOTE PROPOSAL FORM

BIDDER'S NAME:

BIDDER'S ADDRESS

BIDDER'S TELEPHONE NUMBER

SPECIFICATIONS FOR: GENERAL SUPPLIES

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM TO THE BUSINESS OFFICE OF THE DOWNERS GROVE PUBLIC GRADE SCHOOLS WITH THE UNDERSTANDING THAT SAID BUSINESS OFFICE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL QUOTATIONS. QUOTATIONS SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

DATE: _____

PRINTED NAME

SIGNATURE

TITLE

PRICING FIRM THROUGH _____

SECTION III

The undersigned 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.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that having submitted in bid proposal to School District 58 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned, which has 25 or more employees does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127, par. 132.313) 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.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Downers Grove Grade School District 58 of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print)

Submitted by (Signature)