West Aurora School District 129 1877 W. Downer Pl. Aurora, IL 60506

Custodial Supplies Bid Due: February 13, 2019 11:00 AM

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WEST AURORA SCHOOL DISTRICT 129

INFORMATION FOR BIDDERS

<u>SECTION I</u>

1. Notice is hereby given that sealed proposals for all material outlined on the attached listing for School District #129, Aurora, Illinois shall be received at the West Aurora School District 129 Administration Building, 1877 W. Downer Pl. Aurora, Il 60506, no later than 11:00 AM, February13, 2019 . <u>BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED</u>. The School District cannot assume the responsibility for delayed <u>postal deliveries</u> and <u>does not</u> recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline**. **Bids received <u>after</u> the time specified in the Invitation to Bid will not be considered.**

2. The specifications indicated must strictly be adhered to. District 129 takes no responsibility for substitutions. If substitutions are sent, payment will not be issued and it will be the vendor's responsibility to pick up their merchandise. District 129 will not re-pack and ship substituted merchandise.

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. <u>EXAMINATION OF SPECIFICATIONS</u>: Each bidder shall acquaint himself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.

5. <u>ADDENDA</u>: Where additional communication is found to be needed, written addenda will be issued by the District to all interested parties.

6. **QUALIFICATIONS OF BIDDER:**

- a) The successful bidder must be an authorized service center with factory trained technicians employed by the bidder.
- b) The successful bidder will be required to provide West Aurora School District 129 staff with initial and ongoing training. Ongoing training shall be at a minimum for all staff, one time per week per the agreed upon schedule. Vendor facilitated management training is required upon request.
- c) The successful bidder must agree to assist West Aurora School District 129 staff in evaluating the efficiency and effectiveness of resource allocation.
- d) School District #129 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

7. <u>DELIVERY OF MATERIALS:</u>

- a) Delivery of custodial supplies will be drop-shipped to the addresses indicated on Attachment A.
- b) All deliveries of custodial supplies will be unloaded and delivered by the bidder's staff or freight company's staff.

c) All orders will be shipped by bidder within 48 business hours upon receipt of purchase order.

8. The bidder shall furnish all materials and labor required to complete the bid specifications to owner's satisfaction. <u>The bid proposal shall include freight</u> <u>and/or cartage for any delivery</u>.

9. The bidder shall furnish the District with three (3) references, indicating the company/entity name, address, phone number and contact person.

10. The Board of Education of School District #129, 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 service will be provided, or project will be completed in accordance with proposed contract documents.

11. <u>COMMUNICATIONS</u>

All communications, requests, questions, and so forth, shall be addressed to the Mr. Jeff Schiller at jschiller@sd129.org.

12. <u>QUOTATIONS AND BIDS</u>

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.

13. 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 and 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.

14. <u>SEXUAL HARASSMENT POLICY:</u>

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 or the architect on request.

15. <u>INSURANCE</u>

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

A. Compensation Insurance

Workman's compensation insurance with limits as prescribed by the laws of the State of Illinois and employer's liability insurance with minimum limits of \$100,000.

16. 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:

- 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

17. 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.

18. 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.

19. Each bid must be accompanied by a Certificate 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 Certificate Regarding Sexual Harassment Policy.

20. 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.

21. 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 seg.). 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.

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

23. The successful bidder shall, as contemplated by Section 10-20.40 of the Illinois School Code, certify to District 129:

(a) whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as

defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 *et.seq.*]; and

(b) whether the bidder is a locally owned business.

For purposes of compliance with this section a "locally owned business" means a business concern where the management or daily business operations are located within a 10 mile radius of the Administrative Offices of District 129.

SECTION II

BIDDER'S NAME:

BIDDER'S ADDRESS:

BIDDER'S TELEPHONE NUMBER: _____

<u>SPECIFICATIONS FOR</u>: See attachment B – Custodial Supplies Listing

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE OFFICE OF THE ASSISTANT SUPERINTENDENT FOR OPERATIONS, WESTAURORA SCHOOL DISTRICT 129 WITH THE UNDERSTANDING THAT SAID DISTRCT BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. QUOTATIONS SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BY:

TITLE:

DATE: _____

2019 custodial supplies bid

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 bidrotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print):

Submitted by (Signature):

Date:	

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):

SECTION III (continued)

The undersigned hereby certifies that having submitted in bid proposal to School District 129 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):	
Name of Bidder	(Please Print):	

Submitted by (Signature):

SECTION III (continued)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by West Aurora School District 129 of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print):

Submitted by (Signature):

ATTACHMENT A FACILITY ADDRESS

- Fearn Elementary School 1600 Hawksley North Aurora, IL 60542
- Freeman Elementary School 153 S. Randall Rd. Aurora, IL 60506
- Goodwin Elementary School 18 Poplar Place North Aurora, IL 60542
- Greenman Elementary School 729 W. Galena Blvd. Aurora, IL 60506
- Hall Elementary School 2001 Heather Drive Aurora, IL 60506
- Hill Elementary School 724 Penn Ave. Aurora, IL 60506
- Hope Wall School 449 W. New Indian Trail Aurora, IL 60506
- McCleery Elementary School 1002 Illinois Ave. Aurora, IL 60506
- Nicholson Elementary School 649 N. Main Street Montgomery, IL 60538
- Schneider Elementary School 304 Banbury North Aurora, IL 60542
- Smith Elementary School 1332 Robinwood Drive Aurora, IL 60506

Herget Middle School 1550 Deerpath Rd. North Aurora, IL 60506

Jefferson Middle School 1151 Plum Street Aurora, IL 60506

Jewel Middle School 1501 Waterford North Aurora, IL 60542

Washington Middle School 231 Constitution Aurora, IL 60506 West Aurora Learning Center 1870 W. Galena Blvd. Aurora, Il 60506

West Aurora High School 1201 W. New York Street Aurora, IL 60506

West Aurora School District 129 Transportation Center 220 Alder Drive North Aurora, IL 60542

West Aurora School District 129 Administration Building 1877 W. Downer Pl. Aurora, IL 60506

ATTACHMENT B CUSTODIAL SUPPLY LIST AND BID FORM

Substitutions will not be accepted

Item Code	Item Description	Unit	Qty.	Price		
HIL0080125	Assurance	CS	30			
HIL008225	Window Clean+	CS	20			
HIL0080625	Vindicator	CS	200			
HIL0080825	Super Shine All	CS	200			
HIL0082825	Green Select Degreaser	CS	100			
HIL0015207	Super Strip	Pail	50			
HIL0053407	Explorer Floor Finish	Pail	100			
HIL0070422	Suprox	CS	30			
HIL0070322	Non Acid Restroom Cleane	r CS	100			
HIL0011204	Toilet Bowl Cleaner 20%	6 CS	50			
HIL0018306	Defoamer	CS	20			
HIL99608	Connect Dispensing System Kit	EA	50			
Pre-treated	HIL53324 Dust Mop 24"	CS	25			
Pre-treated	HIL53348 Dust Mop 48"	CS	25			
Pre-treated	CS	10				
Scotch Brite	or equivalent Yellow/Green					
Sponges 6	5.1" x 3.6" x 0.7"	20	ok 20			
" Magic Eras	sers" 4"L x 2-1/2"W	24	pk 20			
RUBQ409B	L Blue Microfiber pads 18"L X	5″ W	CS 25			
Rubbermai	d Anti- Microbial Looped End	Wet M	ops			
1" head-16	-22lb- Blue		EA 276			
Rubbermaid Anti- Microbial Looped end wet mops						
1" head -16	5-22lb Orange		EA 276			
Rubbermaid Anti-Microbial Looped End wet mops						
1" head – 10	6-22lb Green		EA 276			
44600	Instant Hand Sanitizer – 1000m	l CS	200			
44258	Free Lotion Skin Cleanser	CS	200			
44003	1250ml Dispenser-White	EA	50			

CAN LINERS

Can Liner	24"x32" Black .65 mil -500 per case	CS 250
Can Liner	33"x39" Black 1.0 mil -250 per case	CS 250
Can Liner	36"x58" Clear 1.5 mil-100 per case	CS 1500

TOILET PAPER

Georgia Pacific or equal -1000' length 8" width – 12/case CS QTY-1000 _____

PAPER TOWELS

Georgia Pacific or equal - 800' length 8" width – 12/case CS QTY-1000

C-Fold Towels QTY – 250 _____

Multi Fold Towels QTY – 150 _____