

DU PAGE HIGH SCHOOL DISTRICT 88

101 West Highridge Road ~ Villa Park, Illinois 60181-3100 ~ DuPage County

Phone: (630) 530-3981 ~ Fax: (630) 832-0198

www.dupage88.net

May 9, 2008

Dear Potential Vendor:

This is to solicit your sealed bid to Furnish, Deliver and Install Office Furniture to DuPage High School District 88. These supplies shall be delivered to 2 Friendship Plaza, Addison, IL 60101-2788 as noted in the Schedule of Proposals.

Included is the "Schedule of Proposal" along with the two "Certification Sheets". Each should be completed in detail, signed, and returned in a sealed envelope marked, "**Sealed Bid – Office Furniture**".

The Board of Education reserves the right to change quantities, reject any or all bids, or waive minor informalities and make awards in the best interest of this school district.

Bids are due on or before **Friday, May 23, 2008 at 10:30 a.m.**, and will be opened and publicly read in the Business Office, Board of Education, 101 West High Ridge Road, Villa Park, Illinois 60181.

If you have any questions regarding this bid, please contact me at (630) 530-3972.

Sincerely,

Robert Flemming
Director of Business Services

Enc: Instructions to Bidders
Certification Sheets (2)
Schedule of Proposals

BOARD OF EDUCATION
DuPAGE HIGH SCHOOL DISTRICT 88
DuPAGE COUNTY, ILLINOIS

PROJECT: To Furnish, Deliver and Install Office Furniture for DuPage High School District 88.

INSTRUCTIONS TO BIDDERS

Sealed proposals will be received in the Business Office for the Board of Education, DuPage High School District 88 at the place and date as follows:

Business Office
Board of Education
DuPage High School District 88
101 West Highridge Road
Villa Park, Illinois 60181

Due Date: **Friday, May 23, 2008 at 10:30 a.m.**, at which time the bids will be opened and publicly read.

Any proposals received after the time and date specified may be too late to be considered. Specifications as may be required for these items are enclosed herewith.

Proposals shall be made on the items as listed in the "Schedule of Proposals". Prices quoted shall be guaranteed for a period of ninety (90) days after the date of the proposal. Purchase orders will be awarded based on individual item unit prices.

Proposals shall be submitted on forms to be provided by the Owner and completed in full. The sealed envelope containing your bid should be plainly marked: **"SEALED BID - OFFICE FURNITURE."** The Owner reserves the right to reject any or all bids, to waive minor informalities in any bid, or to make award in the best interest of DuPage High School District 88.

Should the bidder find any discrepancies in, or omission from, any of the documents or be in doubt as to their meaning, he shall advise the Owner who will issue necessary clarifications to all prospective bidders by means of addenda as may be appropriate.

Any reference to specified manufacturers denotes specific items preferred. However, you may quote on alternate items of equal or better quality. In any case, be certain to include proper description, Brand Name of the item and supporting literature as appropriate. **Exception: No alternate material will be accepted where "No Substitute" appears on the proposal sheet.**

Quantities shown are reasonable estimates. This Board of Education reserves the right to adjust quantities in its best interest at the time of contract award without a change in unit prices quoted.

Title and Risk of Loss:

Title to the goods herein described shall not pass until said goods have actually been received by the Owner or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or

insurance charges. Risk of loss prior to such actual receipt by the Owner or its consignee shall be borne by the Seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

Delivery:

Your bid price must be a delivered price, F.O.B. the Board's destination, with all transportation and handling charges paid by the bidder.

Rejection and Cancellation:

The Owner reserves its rights to reject any goods and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate the Owner to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If the Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Seller, or if a receiver for the Seller is appointed or applied

for, or if an assignment for the benefit of creditors is made by the Seller, the Owner may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein. **All goods shall be new and the best and latest model of their respective kinds, without flaws or defects of any kind and shall carry the manufacturer's guarantee covering any defects of material or workmanship.** Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. The Owner will accept no goods containing asbestos.

Waivers:

The Owner's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Owner's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.

State Tax:

The Owner is exempt from paying Illinois Use tax, Illinois Retailer's Occupation tax, Federal Excise taxes, and any federal transportation tax.

Split Awards:

Every attempt will be made to award orders on an overall low bid basis. However, the right is reserved to split the award if it is in the best interest of the Owner. If a split award is not acceptable to the Bidder, it must be so stated in the bid.

Certification:

- A. Bidders must certify that they are not barred from bidding on this project as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961. A certification form is provided in these specifications which must be signed by a duly authorized agent of the bidding company, notarized, and returned with your bid. **Failure to do so shall disqualify your bid.**

- B. Bidders must certify they shall provide a drug-free workplace for all employees engaged in the performance of work under this contract in accordance with section 3 of the *Illinois Drug-Free Workplace Act* (Ill. Rev. Stat., Ch. 127, par. 132.313). A certification form is provided in this specification which must be signed by a duly authorized agent of the bidding company, notarized, and returned with your bid. **Failure to do so shall disqualify your bid.**

GENERAL CONDITIONS
(With respect to Installation)

Prevailing Wage:

All contractors and vendors dealing with District 88 must be in compliance with the rules and regulations adopted by the Illinois Fair Employment Practices Commission.

- A. The contractor and each subcontractor shall not pay less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this Contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to the Illinois Revised Statutes, Chapter 48, Section 39S-1, et seq.
- B. Pursuant to Illinois Revised Statutes, Chapter 48, Section 39S-5, the contractor and each sub-contractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be available, at reasonable hours for inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.
- C. The contractor and each sub-contractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Illinois Revised Statutes, Chapter 48, Section 39S-1, et seq., or by any laborer, worker or mechanic employed by the contractor or the sub-contractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois Law. The Owner agrees to notify the contractor or sub-contractor of the pendency of any such claim, demand, lien or suit.

I. Guarantee

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire use of the work site by the Owner shall constitute an acceptance thereof, if not in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for defects which shall appear within a period of length of the manufacturer's warranty from date of final acceptance as evidenced by final payment. The Owner will give notice of observed defects with reasonable promptness.

II. Insurance and Related Items:

Waivers of Lien - The Contractor shall submit with the request for payment, a partial waiver of lien, or if the work is completed, a final waiver of lien on standard lien form, covering all work performed since the receipt of a previous payment; and in addition, he shall submit a like waiver of lien, final or partial, from each sub-contractor or supplier.

Hold Harmless Agreement - The Contractor shall save the Owner harmless from any action for damage, either personal injury or property, that may result from the operations under this contract.

The successful bidder shall not commence any work until he has provided District 88 with a certificate of insurance.

The insurance required shall be written for not less than the following limits, or greater if required by law:

1. Workers' Compensation:

- | | | |
|----|--|-----------|
| a. | State: | Statutory |
| b. | Applicable Federal (e.g., Longshoremen's): | Statutory |
| c. | Employer's Liability | |

\$ 500,000.00 Per Accident
\$ 500,000.00 Disease, Policy Limit
\$ 500,000.00 Disease, Each Employee

2A. If written under Comprehensive General Liability Policy Form:

1. Bodily Injury:

\$ 1,000,000.00 Each Occurrence
\$ 1,000,000.00 Aggregate

2. Property Damage:

\$ 1,000,000.00 Each Occurrence
\$ 1,000,000.00 Aggregate

3. Bodily Injury and Property Damage combined:

\$ 1,000,000.00 Each Occurrence
\$ 1,000,000.00 Aggregate

4. Personal Injury:

\$ 1,000,000.00 Aggregate

2B. If written under Commercial General Liability Policy Form:

1. \$ 1,000,000.00 General Aggregate
2. \$ 1,000,000.00 Products Completed Operations Aggregate
3. \$ 1,000,000.00 Personal and Advertising Injury
4. \$ 1,000,000.00 Each Occurrence
5. \$ 50,000.00 Fire Damage (any one fire)
6. \$ 5,000.00 Medical Expense (any one person)

3. Business Automobile Liability (including owned, non-owned and hired vehicles):

a. Bodily Injury:

\$ 1,000,000.00 Per Person
\$ 1,000,000.00 Per Accident

b. Property Damage:

\$ 1,000,000.00 Each Occurrence

c. Bodily Injury and Property Damage Combined:

\$ 1,000,000.00 Per Occurrence

4. Umbrella Excess Liability:

\$ 2,000,000.00 over Primary Insurance

\$ 10,000.00 Retention for Self-Insured Hazards Each Occurrence

On the Certificate of Insurance, delete in the cancellation provision the following words, "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

OWNER'S LIABILITY INSURANCE

- A. The contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the contract and that will protect the Owner and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work specifically pertaining to the Illinois Structural Works Act, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury or to destruction of tangible property (other than the work itself) including the loss of use resulting there from and (2) is cause in whole or in part by any negligent act of omission of the contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is cause in part by a party to whom insurance is afforded pursuant to this paragraph.
- B. In any and all claims against the Owner or any of their agents or employees by any employee of the contractor, any subcontractor, any directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the insurance obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

The contractor shall furnish the Owner with an original policy. The name insured in this Protective Liability Policy shall be:

DuPage High School District 88
101 West High Ridge Road
Villa Park, Illinois 60181

BOARD OF EDUCATION
DU PAGE HIGH SCHOOL DISTRICT 88
DU PAGE COUNTY, ILLINOIS

PROJECT: To Furnish and Deliver Office Furniture to 2 Friendship Plaza, Addison, IL 60101-2788

SCHEDULE OF PROPOSALS
NO SUBSTITUTION*

ITEM #1:

<u>Qty.</u>	<u>HON Part #</u>	<u>Description</u>	<u>Total</u>
40	683L	Lateral File 3 dwrw 36W - Lock per key plan	
40	F23C	Key & Lock Core Replacement to lock per key plan	
10	19723XR	Flagship BBF Pedestal Freestanding "R" Pull - Lock per key plan	
20	9180XR	Lateral File 36W Three drawer Same lock per work station - Lock per key plan	
30	F23C	Lock Core Replacement with Keys - Brushed Chrome	
10	919472	Laminate Top Square Edge 72 x 18 for lateral files	
17	H871124	Electrical Pass Thru Cable 25 1/2W 3-1 & 2-2 System	
23	H871136	Electrical Pass Thru Cable 36W 3-1 & 2-2 System	
8	H871236	Electrical Power Harness 36W 3-1 & 2-2 System	
11	H871501	Duplex Receptacle Circuit 1 3-1 & 2-2 System	
10	H871502	Duplex Receptacle Circuit 2 3-1 & 2-2 System	
10	H871504	Duplex Receptacle Circuit 4 3-1 & 2-2 System	
4	H879072	Base In Feed Cable Base 3-1 & 2-2 System	
10	HTADF4	Four Port Flex Mode Faceplate	
30	HTADJ6	CAT 6 Jack	
27	NR4224F	Raceway Fabric Panel 42H x 24W	
16	NR4224F	Raceway Fabric Panel 42H x 24W	
14	NR4236F	Raceway Fabric Panel 42H x 36W	
32	NR4236F	Raceway Fabric Panel 42H x 36W	
27	NRC42	Universal Connector 42H	
10	NREC	Panel Raceway End Cover	
10	NWCS3624T	Corner Work Surface 36W 24D Straight	
10	840000	Key Board/Articulating	
20	NWR2460T	Worksurface Rectangular 24D x 60W	
16	NWSB2	Worksurface Bracket Kit	
10	D2	Metal Center Drawers	
4	F22	Master Keys	
28	4001	Swivel-Tilt Conference Rm Chairs Fabric M3	
6	4073	Fan Back Guest Chair Armless Set of 2 Grade M3	
4	1355	Table Top Rectangle Laminate 2mm edge 36 x 72	
4	T26B	Table Bases Set of 2 Color Black	
7	5265	Training Tables Rectangle Laminate 30 x 72	
6	FSC183640W	Flagship Bookcases 36W x 18D x 39 1/8H	

16	NWSB2	Bracket Kit Work Surface Support
1	LT 10836-3ML	Laminate Top to cover bookcases 108 1/2W x 36W 3ML Edge
6	LT 10843-ML	Laminate Top HPL 108 1/2 x 43D x 1 1/4 Spline Joint with (2) 2 1/2" Grommets and 3ML Edge. Exact match to Hon laminate
1	LT 7243-3ML	Laminate Top HPL 72 1/2 x 43D with (2) 2 1/2" grommets with 3ML edge
14	Filler	Filler for vertical end of filing 6"W x 40 1/2H to match Hon paint with laminate

Total Materials Price

NO SUBSTITUTION

ITEM #2:

<u>Qty.</u>	<u>Part #</u>	<u>Description</u>	<u>Total</u>
1	Install	Installation: Labor using Prevailing Wage. Meet, unload truck and install per architect plan	<hr/>

ITEM #3:

<u>Qty.</u>	<u>Part #</u>	<u>Description</u>	<u>Total</u>
1	Trash	Removal of trash (Dumpster not supplied) truck and install per architect plan	<hr/>

ITEM #4:

<u>Qty.</u>	<u>Part #</u>	<u>Description</u>	<u>Total</u>
1	Storage	Installation (pending completion of office renovation) is planned sometime between mid August and mid October, with a most likely scenario in mid September. Please advise weekly storage & handling charge, if any and after what date, based on this order (In case of Delay)	<hr/>

Bids are due on or before **Friday, May 23, 2008 at 10:30 a.m.**, local time.

Date: _____

Name of Company: _____

Phone: _____

By: _____
(Print or Type) (Title)

Fax: _____

(Signature)

Email Address _____

Address: _____

BOARD OF EDUCATION
DU PAGE HIGH SCHOOL DISTRICT 88
DU PAGE COUNTY, ILLINOIS

CERTIFICATION I

(Bid Proposal)

As a duly authorized agent of the company and having executed a contract with DuPage High School District #88, I do hereby certify that we are not barred from bidding on this contract/project as a result of a conviction of either section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes for bid-rigging or bid rotating.

Company Name: _____

Address: _____

Zip: _____

By: _____
(Print or Type) (Title)

Signature: _____

Phone: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

SEAL

**NOTE: This form must be returned with your proposal.
Failure to do so shall disqualify your bid.**

BOARD OF EDUCATION
DU PAGE HIGH SCHOOL DISTRICT 88
DU PAGE COUNTY, ILLINOIS

[Contractors With 25 or More Employees]

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

This certifies that we have less than 25 employees.

This certifies that we have 25 or more employees and does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat., ch. 127, par. 132.313) 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 the *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*.

_____ [Contractor]

By _____
Authorized Agent of Contractor

Title: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

SEAL

**NOTE: This form must be returned with your proposal.
Failure to do so shall disqualify your proposal**