

# DUPAGE HIGH SCHOOL DISTRICT 88

2 Friendship Plaza ~ Addison, Illinois 60101  
Phone: (630) 530-3981 ~ Fax: (630) 832-0198  
[www.dupage88.net](http://www.dupage88.net)

September 14, 2018

Dear Vendors:

This is to solicit your proposal to **Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School**, as noted in the Schedule of Proposals.

Included is the schedule of proposals for Addison Trail High School, along with the required "Certification Forms". Please print and complete in detail, sign and return one copy of the "Schedule of Proposals" and **all required "Certifications"** in a sealed envelope clearly marked, "**Sealed Proposal – Fitness Center Equipment – Addison Trail High School**". The Board of Education reserves the right to change quantities, reject any or all proposals, or waive minor informalities and make awards in the best interest of this school district.

Proposals are due on or before **Friday, September 28th at 1:00 p.m.**, in the Business Office, Board of Education, 2 Friendship Plaza, Addison, Illinois 60101.

**Proposals may also be transmitted electronically to: [rdomeracki@dupage88.net](mailto:rdomeracki@dupage88.net).**

If you have any questions regarding this request for proposal, please contact me at 630-530-3971 or via email at [rdomeracki@dupage88.net](mailto:rdomeracki@dupage88.net). Any question about the specification or scope can be directed to Tom Manka at 630-530-3996 or via e mail at [tmanka@dupage88.net](mailto:tmanka@dupage88.net).

Sincerely,

**Ryan Domeracki**

Ryan Domeracki  
Director of Business Services

Encl: Instructions to Bidders  
Certification Forms (3)  
Schedule of Proposals

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

REQUEST FOR PROPOSALS

**Project: To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.**

Sealed proposals will be received by the Business Office for the Board of Education, DuPage High School District 88, 2 Friendship Plaza, Addison, IL 60101 at the place, date and time as follows:

Place: Business Office  
Board of Education  
DuPage High School District 88  
2 Friendship Plaza  
Addison, IL 60101

Date: On or before **Friday September 28, 2018 at 1:00 p.m.**

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

**Proposals may also be transmitted electronically to: [rdomeracki@dupage88.net](mailto:rdomeracki@dupage88.net).**

Proposals shall be submitted on forms to be provided by the Owner and completed in full.

The Owner reserves the right to reject any or all proposals, or any part of the proposal, to waive minor informalities in any proposal, and to make award in the best interest of the Owner.

**Errors and Omissions**

All proposals shall be submitted with each space properly completed. **The special attention of Vendors is directed to the policy that no claim for relief because of errors or omissions in proposals will be considered and Vendors will be held strictly to the proposals as submitted.**

All vendors must satisfy themselves as to the intent of these specifications. Should a Vendor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, he shall advise the Director of Business Services who will issue the necessary clarifications to all prospective Vendors by means of addenda.

**Withdrawal of Proposals**

All proposals shall be deemed final, conclusive and irrevocable, for at least 60 days after the date of the proposal opening. Proposals may be withdrawn in person, or by letter, facsimile transmission, and

electronic mail or similar means, provided that the withdrawal is actually received by the party to whom proposals are to be submitted prior to the time for the opening of proposals. No proposal shall be withdrawn after the scheduled closing time for the submission of proposals without the consent of the Board.

### **Investigation of Vendors**

- A. The Business Office will make such investigation as is necessary to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services, or supplies similar to that included in their proposal.
- B. The Board of Education reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligations of the contract.

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 details that would allow for determination as to the comparative quality. **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 Board of Education 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 Board of Education 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.

### **Reservation of Rights by the Board of Education**

The Board of Education reserves the right to change quantities, reject any or all proposals, to waive irregularities, and to accept the proposal which in its sole and absolute discretion is considered to be in the best interests of the District. Any such decision shall be considered final.

The Board of Education further reserves the right to adjust quantities in its best interest at the time of contract award without a change in unit prices quoted. Quantities in this proposal packet are reasonable estimates only.

### **Rejection and Cancellation:**

The Board of Education 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 proposal in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods covered by the invitation to proposal shall not obligate the Board of Education 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 Board of Education may cancel this order without liability except for deliveries previously made or for goods covered by the invitation to proposal 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 Board of Education will accept no goods containing asbestos.

### **Waivers:**

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

### **State Tax:**

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

### **Exceptions**

Any exceptions to these conditions or deviations from written specifications must be in writing and **attached** to the proposal form.

### **Signature Constitutes Acceptance**

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

### **Insurance requirements:**

1. The successful bidder shall, at its expense, keep the following insurance coverage in force

during the term of the contract with companies satisfactory to the District:

- a. Workers' Compensation
    - Coverage A. Statutory
    - Coverage B/Employee Liability (Each accident: \$500,000; each Employee: \$500,000; policy limit: \$500,000)
  - b. Vehicle Insurance: (comprehensive with contractual liability endorsement:
    - Liability: \$5,000,000 per occurrence
    - Uninsured/Under insured Motorist \$1,000,000 per occurrence, but in no event less than minimum required by state statute.
  - c. General Liability with limits of at least \$5,000,000 per occurrence.
  - d. Umbrella liability with limits of at least \$10,000,000
2. All carriers should have a Best's Rating of A-VII or better. All insurance companies used must be licensed by the State of Illinois. No policy shall reserve or permit any right of subrogation against any of the parties named in sub-section 3 below. The successful bidder shall present duplicates of the policies and certificates to the school district for all insurance required, for approval and safekeeping during the term of this Agreement.
  3. The successful bidder's insurance shall provide that the following be included as additional insureds: The Board of Education of DuPage High School District 88, members of the Board of Education, and all Officers, Employees and Agents of the Board of Education of DuPage High School District 88.
  4. The successful bidder shall indemnify, hold harmless and defend the District, members of the Board of Education, Officers, Employees, Student Teachers, and Agents against all suits, actions, legal proceedings, claims and demands and against all damages, losses, costs, expenses and attorney's fees in any matter caused by, arising from, incidental to, connected with or growing out of the performance of this contract. All insurance policies described herein shall insure this Hold Harmless Agreement. However, the successful bidder's obligation hereunder shall not be limited by the amount of any such insurance.
  5. The successful bidder shall, before any service under the contract is provided, furnish the District with a Certificate of Insurance for the coverage described above, which shall not be modified, canceled or reduced without first giving the District thirty (30) days advance notice in writing by registered or certified mail. Each policy shall include the parties named in sub-section 3 above as additional insureds. If the District or the successful bidder is served with any notice of cancellation, proposed cancellation, or non-renewal of any of the foregoing insurance coverage, it shall immediately notify the other party of such notice, and the successful bidder shall make whatever arrangements necessary to replace such coverage before providing any further service under the contract.

### **Certification:**

- I. Each proposal must be accompanied by a ***Certificate of Eligibility to Proposal***, certifying that the vendor is not barred from bidding on public contracts due to a conviction for the violation of 720 ILCS 5/33E-3 (proposal rigging) or 720 ILCS 5/33-E4 (proposal rotating) of the *Illinois*

*Criminal Code of 1961, as amended*, or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer of the State of Illinois. The certificate of Eligibility to Proposal form is included within the proposal documents.

**Failure to do so shall disqualify your proposal.**

- II. Each proposal from a **Vendor/Contractor** with 25 or more employees must be accompanied by a **Certificate of Compliance with the *Illinois Drug-Free Workplace Act* 30 ILCS 580/1 et. seq., as amended** certifying that the vendor shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the vendor is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. Each proposal from an **Individual** must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. The Certificates of Compliance with the *Illinois Drug-Free Workplace Act* forms are included within the proposal documents.

**Failure to do so shall disqualify your proposal.**

- III. Each proposal must be accompanied by a ***Certificate Regarding A Sexual Harassment Policy*** certifying that the vendor has a written sexual harassment policy that includes: information that sexual harassment is illegal; defines sexual harassment under Illinois law; describes sexual harassment using examples; has an internal complaint process including penalties; informs employees of their rights under the *Illinois Human Rights Act*, 775 ILCS 5/1 et. seq., as amended and the complaint process available through the Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation. The certificate regarding sexual harassment policy form is included with the proposal documents.

**Failure to do so shall disqualify your proposal.**

**BOARD OF EDUCATION**  
**DUPAGE HIGH SCHOOL DISTRICT 88**

**Project:** To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.

**Proposal submission are due on or before Friday, September 28, 2018 at 1:00 p.m.**

**Scope/ Intent / Specifications**

This proposal is to furnish, deliver and full installation new fitness equipment (specified below) in the Addison Trail High School Fitness Center. Scheduling will be coordinated with the Director of Buildings and Grounds, Tom Manka. The Board of Education reserves the right to accept or reject any proposals either individually or collectively in the best interest of the district.

The equipment requested includes:

- HS-FLY – Hammer Strength Select Fly/Rear Delt – White Frame, White Work Arm, Navy Upholstery, English, LB, SE Rear Shroud
- HS-SLC - Hammer Strength Seated Leg Curl – White Frame, White Work Arm, Navy Upholstery, English, LB, SE Rear Shroud
- HS-LR - Hammer Strength Select Lateral Raise – White Frame, White Work Arm, Navy Upholstery, English, LB, SE Rear Shroud
- An Allowance for Trade-In of current equipment which includes:
  - 1) Cybex Lateral Raise
  - 2) Cybex Leg Curl
  - 3) Cybex Fly

**BOARD OF EDUCATION**  
**DUPAGE HIGH SCHOOL DISTRICT 88**

**Schedule of Proposals**

**Project:** To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.

**Furnish, Delivery and Installation Price per noted Scope / Specifications:**

\$ \_\_\_\_\_

**Proposal submission due on or before Friday, September 28, 2018 at 1:00 p.m**

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Phone: \_\_\_\_\_

By: \_\_\_\_\_  
(Print or Type) (Title)

Fax: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

☐

For purposes of state reporting only, checking this box certifies that this business is minority owned, female owned, owned by person with disabilities or locally owned.



**BOARD OF EDUCATION**  
**DUPAGE HIGH SCHOOL DISTRICT 88**

**CERTIFICATION I - CERTIFICATE OF ELIGIBILITY TO PROPOSAL**

**PROJECT:** To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.

Pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-11), hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of proposal-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended (720ILCS 5/33E-3) and that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has ever been convicted of the offense of proposal-rotating under section 33E-4 of the Illinois Criminal Code of 1961, as amended (720ILCS 5/33E-4).

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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 proposal.**

**BOARD OF EDUCATION  
DU PAGE HIGH SCHOOL DISTRICT 88**

**CERTIFICATION II**

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

**PROJECT:** To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.

[Vendors with 25 or More Employees]

☐ 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* 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*.

\_\_\_\_\_ [Vendor]

By \_\_\_\_\_  
Authorized Agent of Vendor

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.**

**BOARD OF EDUCATION  
DU PAGE HIGH SCHOOL DISTRICT 88**

**CERTIFICATION III**

**CERTIFICATE OF COMPLIANCE WITH SEXUAL HARASSMENT POLICY**

**PROJECT:** To Furnish, Deliver and Fully Install Fitness Center Equipment for DuPage High School District 88, at Addison Trail High School.

I hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act*, as amended (775 ILCS 5/2-105) that (he, she, it) has a written sexual harassment policy that includes, at the 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) an internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (6) directions on how to contact the Department of Human Rights and Human Rights Commission; and (7) protection against retaliation.

\_\_\_\_\_ [Vendor]

By \_\_\_\_\_  
Authorized Agent of Vendor

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.**