



COMMUNITY CONSOLIDATED SCHOOL DISTRICT 157-C

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|---|---|---|--|
| BID NO.<br>18-0601  | DATE OF BID OPENING<br>June 15, 2018                    | TIME OF BID OPENING<br>10:00A.M., Prevailing Local Time           | INSURANCE REQUIREMENTS<br>Liability See General Terms & Conditions |
| BID ITEM<br>Electrician Services  |   |   |  |
| AMOUNT OF BID SURETY<br>NA  | PERFORMANCE BOND<br>100% See General Terms & Conditions | CONTRACT PERIOD OR DATE DELIVERY REQUIRED<br>7/1/2018 – 6/30/2021 |  |
| CONTACT PERSON<br>Kate Ambrosini, Director of Business and Operational Services |   |   | PHONE<br>815-806-4006  |
| DEPT.<br>Administrative Offices, 10482 W. Nebraska St., Frankfort, Il. 60423    |   |   |  |

INVITATION TO BID

Sealed proposals will be received by the Director of Business and Operational Services for the Frankfort School District 157-C, 10482 W. Nebraska Street, Frankfort, IL 60423, for furnishing the commodities and/or services herein listed to School District 157-C.

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the General Terms & Conditions, Bid Specifications, Vendor Certification Form and Bid Proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing by the Purchasing Agent within sixty (60) calendar days from the date of bid opening, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.

PROPOSAL: The undersigned, accepting the conditions set forth herein, agrees in accordance therewith, to furnish and deliver the commodities and/or services to the agency or agencies named at the prices bid herein.

|  |   |                                      |  |                                      |
|--|---|--------------------------------------|--|--------------------------------------|
| Type of Business   | <input type="checkbox"/> Proprietorship | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sub Chapter S Corp. | <input type="checkbox"/> Corporation |
| Company Name   |   | Doing Business As (Trade Name)       |  |                                      |
| Business Address   |   | City                                 | State  | Zip Code                             |
| Signature of Person Authorized to Sign This Bid  |   | Title                                | Date   |                                      |
| Print Name of Signer   |   | Phone                                | Fax  |                                      |
| Further information and references on any individual or company placing a bid may be required by the Frankfort School District 157-C prior to the awarding of a bid. |   |                                      |  |                                      |

General Instructions:

Proposals are to be:

- \* Submitted in duplicate unless otherwise indicated in the specifications.
- \* Submitted using the blank proposal forms furnished. **Vendor Certification Form must be signed and submitted.**
- \* Submitted in a sealed envelope with the bidder's name and address in the upper left-hand corner. Bid number, description, time and date must be listed on the front of envelope. Bids must be submitted to District Office, located at 10482 W. Nebraska St., Frankfort, IL 60423.
- \* Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified will not be considered. (will be returned unopened)

Amendments to or withdrawal of proposals received later than the time and date set for the opening will not be considered.

Bidders or their representatives may be present at the bid opening.

The Frankfort School District 157-C may require further information and references on any individual or company placing a bid prior to the awarding of a bid.

The Director of Business and Operational Services reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.

The lowest responsible bid conforming to the specifications will prevail in accordance with Illinois law.

After School Board approval, the successful bidder will be notified.

The Director of Business and Operational Services reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Frankfort School District 157-C.

The Board of Frankfort School District 157-C reserves the right to accept or reject any and/or all bids, to waive technicalities, and to award the bids in the best interest of the District.

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**TO ALL PROSPECTIVE BIDDERS:**

The office of the Director of Business and Operational Services will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the Frankfort School District 157-C.

In soliciting an interest on your part in reviewing our bid documents, we believe closer cooperation will be developed between prospective bidders and this office.

If possible, we should like to have your suggestions or comments prior to the date of bid opening indicated in the bid invitation. In replying, will you kindly refer to the bid number.

The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, submits herewith, in conformity with the general terms and conditions and specifications for the above mentioned public bid, the following proposal for: **Electrician Services**

| Item No | Description   | 7/1/18-6/30/19 | 7/1/19-6/30/20 | 7/1/20-6/30/21 |
|---------|---|----------------|----------------|----------------|
| 1       | Labor Rate Per Hour - Regular working hours, Monday-Friday, 7:00 a.m. to 3:00 p.m.                        | \$ hr          | \$ hr          | \$ hr          |
| 2       | Labor Rate Per Hour - Overtime hours, before 7:00 a.m. and after 3:00 p.m., and on weekends and holidays. | \$ hr          | \$ hr          | \$ hr          |
| 3       | Labor Rate Per Hour-Bucket and Operator – Regular Working Hours   | \$ hr          | \$ hr          | \$ hr          |
| 4       | Labor Rate Per Hour-Bucket and Operator – Overtime Working Hours  | \$ hr          | \$ hr          | \$ hr          |
| 5       | Travel Time Rate Per Hour, if applicable  | \$ hr          | \$ hr          | \$ hr          |
| 6.      | Material / Parts Mark-up %  | %              | %              | %              |

Note:

Free estimates will be provided by the vendor if requested by the Supervisor of Buildings and Grounds.

BID IS CONTINGENT UPON APPROVAL OF THE BOARD OF EDUCATION.

Service can begin within \_\_\_\_\_ days after receipt of order.

# SPECIFICATIONS

For

## Electrical Services

### Intent:

The purpose of this bid is to secure a single source for the electrical installations and repairs for the specified period.

No guarantee is made as to the amount of work that will be required during the course of this contract.

### Basis of Award:

This contract will be awarded to the responsive and responsible bidder offering the lowest total weighted average rate for the three-year period, in combination with consideration of the standard material markup.

Labor rates will carry the following weights in the basis of award calculation.

Item 1 - 85%

Item 2 - 10%

Item 3 - 2%

Item 4 - 1%

Item 5 - 2%

### General:

Interested bidders are encouraged to visit and inspect each school site before submitting a bid in order to familiarize themselves with work requirements. Additional information, if required, can be obtained from the Supervisor of Buildings and Grounds at 815 693 0276. Failure to visit schools will not relieve the contractor of their obligation to confirm their ability to perform the work indicated in the specifications.

### Contract Period:

Contract Period is for from July 1, 2018 to June 30, 2021. The contract may be extended beyond June 30, 2021 upon mutual agreement of both parties and Board approval.

### Service Contractor Requirements:

1. Contractor must be a licensed contractor in the State of Illinois.
2. Journeymen used in this work must have at least 2 years of experience in this field of work and must be licensed and certified as required by existing local, state, federal, O.S.H.A., E.P.A. or any other existing rules and regulations. Copies of licenses must be given to the Supervisor of Buildings & Grounds before work can commence.
3. Vendor must submit registration numbers of two (2) service vans and license numbers of technicians for said vans.
4. Vendor must have an established safety program.
5. Bidder must submit at least 2 current references where similar work was performed by the bidder.
6. Vendor must be able to supply all labor, materials, tools, scaffolds, trucks (including bucket truck), equipment, etc. as required to provide service for the repair of electrical equipment, including transformers, high voltage primary and secondary services, wiring, switch boxes and controls, electrical controls, fixtures, circuit breakers, exterior wiring, pole installation, main and secondary electrical panels, and all other related electrical apparatus located in the interior and exterior of all schools.

7. Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours, 7 days per week. Communication from office to workers in the field must be maintained in order to make immediate response to emergency calls. Response to normal non-emergency calls is to be made within twenty-four (24) hours.
8. Contractor is responsible for disposing of all obsolete or damaged equipment replaced by them under this contract.
9. All work is to be done on a call/need basis for normal repairs.
10. Each time a service call is made, the technician is to fully complete a work performance form that is provided at each school location to substantiate time spent at the site, work performed, and material used. This will be necessary in order to make payment for services. Submit individual invoices for each job that is completed, including labor hours and material costs.
11. Please provide your material/parts markup rate percentage. The markup rates provided will be considered in the overall evaluation of the bids. Owner reserves the right to supply material for installation by the contractor.
12. Labor will be paid on an hourly basis. Invoice is to be for actual time on the job.
13. All labor rates are to be bid as a single hourly rate per person for journeyman.
14. At least one journeyman must be present at all times while work is being performed.
15. If less than one hour is worked, the vendor will be entitled to a minimum of 1 hour for the first person. The second person will be paid the actual time worked. Time worked beyond 1 hour will be paid in quarter hour increments. Any time charged for work done in vendor's shop must be accompanied by a copy of the time card.
16. Free estimates will be provided by the vendor upon request.

**Material:**

Vendor must be able to provide all materials necessary to complete requested projects at no more than the price mark-up percentage as indicated in this proposal. All materials provided by vendor should include a warranty for one year from the date of installation. If desired, owner reserves the right to supply material for installation by the contractor.

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| <b><u>GENERAL TERMS AND CONDITIONS</u></b> |
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All bids are subject to the General Terms and Conditions, Bid Specifications and Contract Proposal as provided.

Price: Bid prices will include delivery, F.O.B. destination, without extra compensation.

Taxes: The Frankfort School District 157-C is exempt from the payment of the Excise Taxes imposed by the Federal Government, and the Sales and Use Tax of the State of Illinois. Such taxes should not be included in the bid price. Exemption certificates will be furnished to the successful bidder.

Award: The Director of Business and Operational Services reserves the right to make an award which, in her judgment and recommendation from the department, following bid evaluations, best meets the specifications and is deemed in the best interest of the Frankfort School District 157-C. The District reserves the right to increase or decrease all quantities indicated in this bid.

The Director of Business and Operational Services further reserves the right to reject any or all bids, in whole or in part; to award any item, group of items or total bid unless otherwise specified by the bidder, and to waive informality or technical defects, if, in his judgment, the best interests of the Frankfort School District 157-C will be so served.

Price Discrepancies:

In the event there is a discrepancy between the unit price and extended price the unit price will prevail.

In the event there is a discrepancy between the written price and numeric price the written price will prevail.

Multiple Year Bid Pricing:

For multiple year bids, the bid price for each successive year must be greater than or equal to the preceding year. All front loaded bids will be rejected.

Laws: All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Illinois.

Permits:

It is the responsibility of the successful bidder to obtain all Federal, State and local permits when needed.

Hold Harmless & Indemnification Agreement:

The bidder assumes full responsibility for its negligent acts, errors or omissions and agrees to hold harmless and indemnify the Frankfort School District 157-C, its agents and servants, from and against any and all claims, suits, damages, costs, losses and expenses resulting from such negligent acts, errors or omissions while conducting activities associated with this bid.

Prevailing Wage:

If applicable, it shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workers, and mechanics employed by them not less than an up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and pursuant to Illinois Law and Statutes in such cases made and provided. The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month.

Non-Collusive Bid Statement

The bidder, being fully informed regarding the accuracy of the statements made herein, certifies that:

- a. The bid has been arrived at by the bidder independently and has submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and,
- b. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

The bidder further certifies that this statement is executed for the purposes of inducing the Frankfort School District 157-C to consider the bid and make an award in accordance therewith.

#### Non-Discrimination Clause:

The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, conditions or privilege of employment because of race, color, religious creed age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testified or assisted in any proceeding under Illinois General Statutes. The advertisement of employment opportunities will be carried out in such a manner as not to restrict or discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

#### Safety Standards:

All contractors and their employees, agents and subcontractors are required to comply with all EPA, NFPA and OSHA safety standards at all times while working on site. The Contractor and employees, agents and subcontractors found to be in non-compliance may be removed from the work site, as well as subject to forfeiture of payment and/or contract termination. The District reserves the right to inspect the worksite at any time for safety compliance. The District may require the contractor as well as any agents and subcontractors to provide a copy of their OSHA 200 log for the three previous years for review.

#### Debarment:

The Purchasing office reviews any bid being considered to assure that neither the contractor nor any subcontractor being utilized is subject to state or federal debarment based on published debarment lists. Persons or firms currently debarred under the Federal Davis Bacon Act that are included on the State Debarment List pursuant to Illinois General Statutes shall not be awarded a contract. No contract shall be awarded to any firm, corporation, partnership or association in which such persons or firms have an interest until the expiration date listed has passed.

#### Performance, Labor and Material Bond:

For individual projects that will exceed \$10,000 during the term of this contract: To ensure the faithful execution of the contract, according to its provisions, the bidder awarded the contract will be required to provide at his own expense, to the Frankfort School District 157-C, a Performance Bond for the full value of the first year of the contract and also furnish a Labor and Material Bond. The bond must be written by a company licensed to write business in the State of Illinois.

#### Liability Insurance:

The General Terms and Conditions require the bidder awarded the contract to maintain in force during the performance of the work policies of worker's compensation insurance, employers liability, bodily injury liability and property damage insurance covering the operations of the contractor and the use of all motor vehicles employed by the contractor. A certificate of insurance evidencing this fact that the contractor has secured the required insurance shall be filed with the Frankfort School District 157-C at the time of the execution of this contract. **It is required by this contract that the Frankfort School District 157-C be named as an additional insured on a primary and non-contributory basis.** This should be shown under the description of operations portion of the certificate of insurance. All certificates should also indicate a notice of cancellation complying with state statute.

### Minimum Requirements For Certificate Of Insurance

#### A. Commercial General Liability

- General Aggregate: \$ 2,000,000
- Product/Completed Operations Aggregate: \$ 1,000,000
- Occurrence Aggregate: \$ 1,000,000
- Personal Injury: \$1,000,000

- Fire Damage: \$500,000
- Medical Expense: \$5,000

Contractor will have FSD157C listed as additional Insured and Certificate Holder on a primary and non-contributory basis.

B. Automobile Liability

- Liability Limit: \$ 1,000,000

C. Excess (Umbrella Liability) Liability

- \$5,000,000 per occurrence
- \$5,000,000 aggregate

D. Worker's Compensation & Employers Liability

- \$500,000

Stipulations:

A contract issued as the result of a bid shall not be considered exclusive. The District reserves the right to contract with other vendors for similar services when deemed appropriate.

The District maintains the right to withhold payment for unsatisfactory materials and/or workmanship until such time that the defect is corrected. If the defect is not satisfactorily repaired within 60 days, the District may elect to have the repair made by an alternate vendor and subtract the cost from the contractor's invoice. The District also reserves the right to deduct from the vendor's billing any costs incurred as a result of inferior or unsatisfactory materials and/or workmanship.

The District reserves the right to cancel the contract at any time with no cost to the District. If the cancellation is for inadequate performance, then the cancellation shall be immediate. If the cancellation is for budgetary considerations or is based upon the discretionary right of the District then the cancellation shall be upon thirty (30) days written notice.

The District reserves the right not to award the continuation of a multiple year bid. The award of each year's contract is contingent upon adoption and approval of budgetary funds for this purpose.

Caution:

Contractor is advised that asbestos containing material may be located in various areas of the school buildings. Before proceeding on any contractual work on school buildings or their interior, it is mandatory that the contractor familiarize themselves with the asbestos-containing material and that this said material be considered a health hazard and all precautionary measures according to Ahera Rules and Regulations be observed. A copy of the Asbestos Management Plan which contains location of said material may be viewed at the office of the Supervisor of Buildings and Grounds, 10482 W. Nebraska St., Frankfort, IL 60423 or at the office of the principal of the building at which the work is to be performed. It is the contractor's responsibility to notify all employees and/or subcontractors of this notification.

Please see the Vendor Certification Form located on the last two pages. You must complete and sign this form to be considered: (Please see below)



Vendor Name: \_\_\_\_\_

Services / Products Being Provided: \_\_\_\_\_

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

### VENDOR CERTIFICATION FORM

\_\_\_\_\_ does hereby certify to the best of its knowledge and belief, that it and its principals, directors, partners, officers, and owners:

1. have not been convicted of the offense of bid-rigging under Section 33-E3 of the *Illinois Criminal Code of 1961*, as amended, nor the offense of bid rotation under Section 33E-4 of the *Illinois Criminal Code of 1961*, as amended (720 ILCS 5/33 E-3 and 33-4);
2. have not been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record;
3. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
4. have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract;
5. have not violated any federal or state antitrust statutes or committed embezzlement, theft, forgery, bribery, falsification or destruction of records, or received stolen property;
6. are not in arrears on any state or federal taxes;
7. have not had one or more public (federal, state or local) transactions or contracts terminated for cause or default;
8. (If Applicable) shall pay all laborers, workers and mechanics performing work under the contract not less than the prevailing rate of wages as found by the Illinois Department of Labor or the Board of Education, shall require all subcontractors in writing to do the same, shall submit a verified payroll for all workers employed with each request for payment, and shall in all other respects comply with the *Prevailing Wage Act* in carrying out work under the contract. The prevailing rate of wages are revised by the Department of Labor and are available on the Department's official website;
9. shall, if it employees 25 or more employees, maintain a drug free workplace for all employees engaged in the performance of work under the contract and shall comply with the requirements of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3);
10. shall maintain a sexual harassment policy in compliance with Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) 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, utilizing 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;
11. shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated

to ability, sexual orientation, military status or an unfavorable discharge from military service; and

- 12. shall comply with Board Policy 4:60; each contractor with the District is bound by each of the following:
  - a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/21B-80 to have direct, daily contact at a District school or school-related activity with one or more student(s); and (2) require each of its employees who will have direct, daily contact with student(s) to cooperate during the District’s fingerprint-based criminal history records check on him or her.
  - b. In accordance with 105 ILCS 5/24-5: (1) concerning each employee who begins providing services in the District after June 16, 2014, provide the District with evidence of physical fitness to perform the duties as assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Illinois Department of Public Health rules or order of a local health official.

shall check in and out with the main office upon entering and exiting the building.

shall submit valid identification to the main office for background check verification and wear a visitor’s badge when in the building.

- 13. shall submit to FSD157C a valid and current certificate of insurance naming Frankfort School District 157-C as additional insured for the types and amounts of coverage required by the contract specifications or appropriate minimums.
- 14. shall submit to FSD157C a completed IRS W-9 form.
- 15. shall require any subcontractors to sign a similar list of certifications.

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

By: \_\_\_\_\_  
Authorized Agent

Title: \_\_\_\_\_

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

SUBSCRIBED and SWORN TO before  
me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC