596 Crescent Boulevard, Glen Ellyn, IL 60137-4297, (630) 469-9100, www.glenbard87.org

INVITATION TO BID

For GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 GLENBARD EAST, GLENBARD WEST, GLENBARD NORTH, AND GLENBARD SOUTH HIGH SCHOOLS

Bid Packet Available: Friday, April 27, 2018

Bid packet will be posted on the District's website at: https://www.glenbard87.org/finance-publications/ (located under Bid Notices)

Bid Submission Deadline: Friday, May 18, 2018 at 10:00 a.m.

Bid Opening: Friday, May 18, 2018 at 10 a.m.

SCHOOL TOWEL SERVICE FOR GLENBARD EAST, WEST, NORTH, AND SOUTH HIGH SCHOOLS

INSTRUCTIONS TO BIDDERS

1. The Board of Education of Glenbard Township High School District 87, DuPage County, Illinois ("the District"), will receive sealed bids for the following generally described products (the "products").

SCHOOL TOWEL SERVICE FOR GLENBARD EAST, WEST, NORTH. AND SOUTH HIGH SCHOOLS

Bids must be received on or before Friday, May 18, 2018 at 10:00 a.m., at the Robert C. Stevens Administration Center, 596 Crescent Boulevard, Glen Ellyn, Illinois, 60137, at which date, time and place the bids will be publicly opened and the contents announced. In addition to the conditions set forth in these Instructions to Bidders, Conditions of Bid, Bid Specifications, and any addenda issued in accordance with this document are incorporated herein by reference:

The Invitation to Bid, Bid Proposal Forms, Deviation Form, Certificate of Eligibility to Bid, Statement of Ethics Certification, Certificate of Compliance with the Illinois Drug-Free Workplace Act, and the Statement of Sexual Harassment Policy.

The submission of a bid shall be a representation that the bidder has read these Conditions of Bid and that the bid is based upon the terms of these documents. This document, addenda issued in accordance herewith, and the above-described documents collectively constitute the "contract documents."

2. All bids must be:

- a. Submitted on the attached bid proposal forms with each item on the form completed.
- b. Fully executed and dated with original signature by the bidder or duly authorized officer of the bidder.
- c. Sealed proposals shall be received on or before Friday May 18, 2018 at 10:00 a.m., at the Glenbard Township High School District 87 Administrative Center, 596 Crescent Blvd., Glen Ellyn, Illinois 60137. Proposals must be submitted in a sealed envelope which shall be marked "Proposal for Towel Service Glenbard Township High School District 87" and include the name and address of the bidder.
- d. Sealed bids must be delivered by hand or mail and will be received up until 10:00 a.m. on Friday, May 18, 2018 at the following address: 596 Crescent Blvd., Glen Ellyn, Illinois, 60137, Attn: Mr. Chris McClain, Assistant Superintendent for Finance & Operations/CSBO, Glenbard Township High School District 87.
- 3. The 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 District before the specific

- deadline. The method of transmittal of the bid is at the vendor's risk of untimely receipt by the District. Bids received after time and date stated above will be returned to the sender unopened.
- 4. No claim for relief because of errors or omissions in the bid will be considered, and bidders will be held strictly to the bids as submitted.
- 5. All prices and quotations must be typed or written in ink. Bids written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed. When there are mistakes in multiplication or addition of unit prices against total prices, then the unit price shall govern for all purposes.
- 6. Contractors must complete, date, and sign the affidavits and certifications accompanying this bid.

Deviation Form
Certificate of Eligibility to Bid
Statement of Ethics Certification
Certification of Compliance with the Illinois Drug-Free Work Place Act
Statement of Sexual Harassment Policy

Failure to do so may result in rejection of the bid proposal.

- 7. When there are no notations on the Deviation Form, it will be understood that the Bidder is offering to furnish any items, processes, services, etc., and all items, processes, services, etc., in strict compliance with the Bid Specifications and Conditions of Bid. Communications which serve to qualify any proposal shall void such detail, information, and accompanying specifications. Deviations are not intended and the Board reserves the right to reject bids which contain any deviations whatsoever as nonconforming bids. Qualified or conditional bids are subject to rejection in whole or part.
- 8. All articles supplied by the Bidder shall be subject to inspection and rejection by the District for defects and/or noncompliance with the Specifications. The Board of Education reserves the right to selectively accept any or all items supplied after inspection.
- 9. In general, payment will be made within thirty (30) days after the services are delivered, approved, and the District has received an invoice. Billing shall be made to the address in Item 2 above. Glenbard Township High School District 87 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.

CONDITIONS OF BID

- 1. PROPOSAL FORMS: Bids shall be submitted only on the forms provided by the District. The bidders shall retain one copy for their files and submit one copy signed and sealed in an envelope.
- 2. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the Assistant Superintendent Finance & Operations prior to the specified time and date of bid opening.
- 3. LATE BIDS: Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after time specified for bid opening will not be considered.
- 4. COMPLETENESS/NONCONFORMING BIDS: All information required by the Invitation to Bid must be supplied to constitute a proper bid. Nonconforming bids may be rejected in whole or in part at the sole discretion of the Board.
- 5. BIDS BINDING 60 DAYS: Unless otherwise specified, all formal bids submitted shall be binding for sixty calendar days following bid opening date, unless the bidder(s), upon request of the District, agrees to an extension. The Bidder shall not deliver products until the District produces a Purchase Order(s).
- 6. AUTHORITY TO ACT AS AGENT: Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.
- 7. BIDS FOR ALL OR PART: Unless otherwise specified by the District or by the bidder, the District reserves the right to make award on all items, any portion of the items or any individual items according to the best interests of the District. Bidders may restrict their bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price for all the articles without quoting a price on each and every separate item may be rejected at the option of the District.
- 8. QUESTIONS REGARDING SPECIFICATIONS: Any information relative to interpretation of specifications shall be requested of the District, <u>via email</u> addressed to donna_kelly@glenbard.org, and shall be made available to all prospective bidders via an addendum to be posted on the District's web site. Inquiries received after 1:00 p.m., May 11, 2018, will not be given consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be posted on the District's web site no later than three (3) days before the date set for opening bids. Oral answers will not be given.
- CATALOGS: Each bidder shall submit, in duplicate where necessary or when requested by the
 District, catalog descriptive literature or detailed drawings, fully detailed features, designs,
 construction, finishes, and the like, necessary to fully describe the material or work he/she proposes
 to furnish.

- 10. COMPETENCE OF BIDDER: No proposal will be accepted from, or contract awarded to, any person, firm or corporation that is in arrears or is in default to Glenbard Township High School District 87 upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said District, or has failed to perform faithfully any previous contract with the District. If requested by the District, the bidder will be required to present within 48 hours evidence satisfactory to the District of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.
- 11. SPECIFICATIONS: Where the specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that or equal. It is the intent of the specification to define essential minimum requirements as to the quality of material, construction, finish, and overall workmanship. Specific brand names shall not be construed as limiting consideration of alternate products unless otherwise stated. The process of the District's approval of alternates will, most likely, require a sample to be reviewed by the District. Each contractor submitting a bid on a make or model other than the item specified shall include with his/her proposal the brand name, manufacturing plant location, current catalog picture and detailed specifications on the units proposed. Failure to do so may eliminate the proposal from consideration. The District reserves the right to make the final determination as to the comparability of the specifications.

Glenbard District 87 reserves the right to request an actual sample or component parts of proposed products at the vendor's expense, including transportation and handling both ways, of any items proposed prior to or afterward made by the District.

- 12. FORMAL SPECIFICATIONS: The Bidder shall abide by and comply with the true intent of the specifications and shall not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications.
- 13. TIE BIDS: If two or more bidders submit identical bids and are equally qualified, the decision of the District to make award to one or more of such bidders shall be final.
- 14. AWARD OR REJECTION OF BIDS: The contract will be awarded the lowest responsible bidder complying with all the provisions of the Invitation, provided the bid price is reasonable and it is in the interest of the District to accept it. The District also reserves the right to reject any or all bids received whenever such rejection is in the interest of the District. The District also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time of contracts of a similar nature, or a bid of a bidder who through investigation is determined to not be in a position to perform the contract.

In determining responsibility, the following qualifications, in addition to price, will be considered by the District:

- a. The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- c. The quality of performance of previous contracts or services.
- d. The previous existing compliance by the bidder with laws and ordinances relating to previous contracts with the District and to the bidder's employment practices.
- e. The sufficiency of the financial resources and ability of the bidder to perform the contract.
- f. The quality, availability and adaptability of contracted services to the particular use required.
- g. The ability of the bidder to provide maintenance and service for the use of the subject of the contract.
- h. Whether the bidder is in arrears to the District, in debt on contract or is a defaulter on surety to the District or whether the bidder's taxes or assessments are delinquent.
- i. Such other information as may be secured by the District having a bearing on the decision to make the award.
- 15. NOTICE OF ACCEPTANCE: A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
- 16. GUARANTEE: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for the duration of the contract.
- 17. DELIVERY PROVISIONS: All shipments or deliveries shall be accompanied by packing slips and shall contain the following information for each item delivered:
 - a. District's purchase order number
 - b. Description of item and supplier's stock number
 - c. Quantity ordered
 - d. Quantity shipped
 - e. Quantity back-ordered
 - f. Vendor name

Bidders are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

All deliveries shall be on a F.O.B. destination basis. It is planned that the delivery and placement of these items shall be accomplished during normal business hours of 8:00 a.m. to 4:00 p.m. The destination addresses are:

Glenbard East High School 1014 S. Main Street Lombard, IL 60148 Glenbard West High School 670 Crescent Boulevard Glen Ellyn, IL 60137

Glenbard North High School 990 Kuhn Road Carol Stream, IL 60188 Glenbard South High School 23W200 Butterfield Road Glen Ellyn, IL 60137

18. RESERVATION OF RIGHTS: The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the proposal and to award each item to different contractors or all items to a single contractor and to determine whether in the opinion of the Board of Education: (a) an equal or alternate is a satisfactory substitute and (b) what exceptions or deviations from written specifications will be accepted. The Board of Education will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the bid price per unit listed will prevail and be considered accurate.

Generally, the bids will be awarded on the basis of low bid, but not absolutely. In awarding bids, it is the intention of the Board of Education to award bids according to the best interests of the District. Although it is the intention of the Board of Education to award all the items that we let on this bid, please note that budgetary constraints or unforeseen changes in the school program, or unforeseen project complications may interfere with the Board of Education's intention. Some items, therefore, may not be recommended for award. For example, if the lowest responsible bid price for a particular item would distort the budget or project schedule, the recommendation will be to reject any or all bids. The Board of Education reserves the right to waive any informality in connection therewith.

The Assistant Superintendent for Finance and Operations will make such investigation as is necessary to determine the ability of the contractor to fulfill bid requirements. The contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in the bid.

The District reserves the right to return at seller's expense any part or all of a shipment not made in the compliance to specification or to the terms and conditions of this document.

19. MSDS DISCLOSURE: As required under the toxic Substance Disclosure to Employees Act, all suppliers/contractors shall provide Material Safety Data Sheets (MSDS) prior to delivery of a toxic substance. The MSDS shall describe the properties, safe handling procedures and health hazards of a substance for each substance purchased. A substance is considered toxic if it contains one or more items on the Illinois Department of Labor Toxic Substance List, and if that item(s) occurs in concentrations of more than 1%. Failure to provide a MSDS within 30 days may result in a complaint filed with the Illinois Department of Labor.

- 20. INDEMNITY: To the extent permitted by law, Contractor shall assume all liability for, and shall protect, defend, indemnify, and hold harmless the District and its Board members individually, employees, and agents from and against all claims, actions, suits, judgments, costs, losses, expenses, and liabilities of whatsoever kind or nature including reasonable legal fees incurred by the School District arising out of:
 - A. Bodily injury, including death, to any person or persons (including Contractor's employees and agents) 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 Contractor or any subcontractor or anyone directly or indirectly employed by any of them.
 - B. Breach of the Contract.
- 21. INSURANCE. During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:
 - A. Commercial general liability and property damage insurance, insuring against all liability of the Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
 - B. Automobile liability Insurance with a combined single limit of One Million Dollars (\$1,000,000);
 - C. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for the Contractor's respective employees and if the Contractor will be on the District's premises the Workers' Compensation Insurance must provide an alternative employer endorsement; and
 - D. Umbrella liability insurance with a minimum combined single limit of Ten Million dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, property damage, auto liability, and umbrella liability insurance policy shall name the District, its Board, Board members, employees, and agents as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District. The Contractor shall provide the District with certificates of insurance and/or copies of policies reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

- 22. TERMS AND CONDITIONS: All terms and conditions of the Conditions of Bid Incorporated herein as part of this bid as though fully and completely set forth.
- 23. SIGNATURE CONSTITUTES ACCEPTANCE: The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

SPECIFICATIONS

1. All bids should be based upon delivery to the high school locations listed below:

Glenbard East High School

1014 South Main Street

Combard, IL 60148

Glenbard West High School
670 Crescent Boulevard
Glen Ellyn, IL 60137

Glenbard North High School
990 Kuhn Road
Carol Stream, IL 60188
Glenbard South High School
23W200 Butterfield Road
Glen Ellyn, IL 60137

- 2. The period of the contract shall be July 1, 2018 through June 30, 2021. Bids should be based on the assumption of (3) three consecutive annual (1) one-year contracts. After the initial contract terms, the contract will renew at the discretion of the District on an annual basis provided that the cost per pupil does not increase by more than 3% or the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the United States Department of Labor Statistics, whichever is less.
- 3. Product must be clean, absorbent toweling, approximate size 22"X44" (6 lb. size), color dyed, folded and bundled.
- 4. Service must be provided five (5) times per week, supplying all towels for physical education classes, athletics and intramurals.
- 5. No replacement cost for lost products, except due to fire and vandalism.
- 6. Estimated on-campus enrollment for the 2018-2019 school year is 7,740 students.
- 7. Towels will be used one per shower, to be used for drying after showers only.
- 8. Towels will not be allowed in lockers. Drying areas will be used.
- 9. Supervision will be provided for towel distribution and collection.
- 10. Towels will be bagged for pick-up.
- 11. Towels will be locked up when locker rooms are not in use.
- 12. Towels are to be delivered to ground level, with no more than two pick-up/delivery points per school.
- 13. Towels will not be removed from the school building to any other location not specified in the contract for any reason.
- 14. School personnel will guarantee cooperation during the towel recovery process at the end of the school year. All towels will be returned to the vendor at that time.

SCHOOL TOWEL SERVICE – BID PROPOSAL GLENBARD EAST, WEST, NORTH AND, SOUTH HIGH SCHOOLS

We the undersigned propose to furnish Glenbard Township High School District 87 **School Towel Service** for three (3) annual one-year contracts. The contract price for such services shall be as follows:

	2018-20 1	19 2019-2020	2020-2021	
*Cost per Pi	upil: \$	\$	\$	
TOTAL COST	г: \$	\$	\$	
*Estimated	enrollment for the 202	18-2019 school year is 7,7	40.	
•	•	:00 a.m. A public bid ope 596 Crescent Boulevard,	•	at time at the
Bid prepared by:	Print Name			
_	Authorized Signatu	re Titl	le	
Company Name:				
Address:				
Phone Number:		Fax Number:		
Email:				
Date:				

DEVIATION FORM

In the event that the undersigned Bidder intends to deviate from the specification, all such deviations are listed hereon, with complete and detailed specifications and information being also attached. The absence of any entry on the Deviation Form assures the Buyer that the Bidder is in full compliance with the specifications and conditions.

THIS FORM MUDEVIATIONS.	UST BE	SIGNED	AND	SUBMITTED	BY A	ALL BIC	DERS,	INCLUDI	NG TH	HOSE	NOT	PLAN	NING
APPROVED			DIS	SAPPROVED			SUBM	ITED FOF	R CON	SIDER	ATIO	N	
RLIVER					RII	DDFR							

SIGNED

SIGNED

CERTIFICATE OF ELIGIBILITY TO BID

("Co	ontractor"), pursuant to Section 33E-11 of the Illinois Criminal
Code, as amended, hereby certifies that n	either (he, she, it) nor any of (his, her, its) partners, officers,
employees or owners of (his, her, its) busi	iness has been convicted in the past five years of the offense
of bid-rigging under Section 33E-3 of the Ill	inois Criminal Code of 1961 as amended, or any similar offense
of any state of the United States which con	tains the same elements as that offense, and that neither (he,
she, it) nor any of (his, her, its) partners, e	mployees, officers, or owners has ever been convicted of the
offense of bid-rotating under Section 33E	-4 of the Illinois Criminal Code of 1961, as amended, or any
similar offense of any state of the United S	States which contains the same elements as that offense.
Date	
Authorized Signature	

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

- (a) This bid or proposal has been independently prepared, without collusion with any other bidder or competitor.
- (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
- (c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- (d) Bidder has not been convicted of a price fixing nor pleaded "no contest" to such charges within the last five years.
- (e) Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five years.

Date	
 Authorized Signature	
, tatilonized signature	
Title	

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

employees, does hereby certify pursuant to Section 580/3) that (he, she, it) shall provide a drug-free value performance of work under the contract by comply Workplace Act and further certifies, that (he, she, it) of debarment for violation of the Illinois Drug-Free V	3 of the Illinois Drug-Free workplace for all employed ring with the requirements is not ineligible for award or	es for all engaged in the s of the Illinois Drug-Free
NAME OF CONTRACTOR	_	
SIGNATURE	_	
TITLE	_	
PRINTED NAME	-	
	_	
DATE		

STATEMENT OF SEXUAL HARASSMENT POLICIES

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act, including the mandatory provisions that each contractor have in place written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (v) the legal recourse investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act.

	("Contractor	-"), having su	bmitted a bid	d/proposal with	Glenbard
Township High School District 87	for			, hereby certifies	that said
Contractor has a written sexual ha					
Ву:					
Authorized Agent of Contractor					
SUBSCRIBED AND SWORN TO					
Before me on this the	day of		, 2018.		
Notary Public					