

**MOKENA SCHOOL DISTRICT No. 159
11244 Willowcrest Lane
Mokena, IL 60448**

**INVITATION TO BID ON THE PURCHASE OF A
2012/2013 CHEVROLET SILVERADO 2500HD**

Deadline for Return is Nov 2, 2012

Mokena School District 159 is soliciting bids for the purchase of a 2012/2013 Chevrolet Silverado 2500HD for Mokena School District No. 159. Bids are **due on or before Friday Nov. 2, 2012 at 2:00 pm.**

BIDS ARE TO BE SUBMITTED TO

Mokena School District 159
Administrative District Office
Attn: Mr. Steve Stein, Superintendent
11244 Willowcrest Lane
Mokena, IL 60448

Bids must be clearly marked "**Chevrolet Silverado 2500HD**"

1. OPENING OF BIDS

Mokena Public School District 159, Will County, Illinois is requesting bids per the attached specifications for a **2012/2013 Chevrolet Silverado 2500HD** per the attached specifications. Bids must be filed with Mr. Steve Stein, Superintendent of Schools at the District 159 Administrative Office located at 11244 Willowcrest Lane, Mokena, Illinois 60448 no later than 2:00 PM Friday November 2, 2012 at which time they will be opened and acknowledged. Bidders are invited to attend. Bids will be studied and reviewed. It is anticipated that a recommendation will be made to the Board of Education for award of Bid on Wednesday November 14, 2012. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the School District to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. All blank spaces for bid prices must be filled in, in ink or typed. All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder and the address and must be marked "Chevrolet Silverado." No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Late bids will be returned unopened to the sender.

3. QUALIFICATIONS OF BIDDER

The Board of Education reserves the right to make such investigation as it deems necessary to determine the ability of the bidder to deliver the services and the bidder shall furnish all such information and data for this purpose as requested. The Board of Education also reserves the right to reject any bid if the evidence submitted, or the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out their obligation.

4. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves the right to choose alternates it deems to be in the best interest of the School District. In the case of tie bids, the Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the School District. Following award of bid(s), purchase orders will be written to the successful Bidder(s) within the time for acceptance specified in the Invitation to Bid.

5. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the District, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the District prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

6. CERTIFICATES

All bidders shall submit all certificates as required by law.

7. INVOICES

The successful Contractor shall submit three copies of invoices. Payment to the contractor shall be made within 30 days after receipt of invoice, acceptance of delivered vehicle, and approval by the Board of Education. Payments are approved by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least one week prior to the Board meeting and said service has been provided and accepted by the Board of Education.

8. COMPLETION DELIVERY TIME

If delivery time will exceed thirty (30) days after receipt of a purchase order, state the delivery time by the respective item in the "Description" column. All prices must be quoted F.O.B. destination. Shipments shall become property of District after delivery and acceptance, and Board approval.

9. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

10. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid.

11. 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.

12. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the District that no deviations from specifications exist.

13. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Director of Buildings and Grounds, who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. **No questions will be accepted 24 hours prior to the bid opening.**

14. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

15. NON-DISCRIMINATION

No bidder who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

16. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy 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 recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act. The bidder/contractor must provide a copy of such written policy to the Department of Human Rights upon request.

17. INDEMNITY

Bidder/contractor shall indemnify, keep and save harmless the District, its agents, officials and

employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the District in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the Bidder/contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the bidder/contractor shall, at his/her own expense, satisfy and discharge the same. Bidder/contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the District as herein provided.

18. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

19. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

20. CONTRACTOR NOT AN AGENT

The bidder/contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services to the District.

21. RESPONSIBILITY FOR MATERIALS SHIPPED

The bidder/contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/contractor shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/contractor after notification of rejection.

22. INSPECTIONS

Inspection and acceptance of supplies and materials will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the District for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

**Mokena School District No. 159
11244 Willowcrest Lane
Mokena, Illinois 60448**

SPECIFICATIONS

It is the intent of these specifications to provide a new 2012 or 2013 Chevrolet Silverado 2500HD pick-up truck for use by the Mokena School District 159. The complete unit must be set-up, serviced, ready for operation and delivered to Mokena, IL.

2012/2013 CHEVROLET SILVERADO **2500HD 4WD Standard Cab 133.0 Long Box**

New 2012 or 2013

Victory Red Color

Vortec 6.0L VVT V8

6 SP Automatic Heavy Duty Electronically Controlled

Heavy Duty Locking Rear Axle 4.10 Ratio

GVRW 9500lbs

Auxiliary H-D Battery

Alternator at least 160 amps

Standard AM/FM Radio

Standard Cloth

Heated Folding Mirrors

Remote Keyless Entry (optional)

Power Windows / Power Locks

Trailer Equipment Package, Heavy Duty

Snowplow Prep Package

Standard Air Conditioning Dual Zone

17" Rims

Tires, LT245/75R17E All-Season, Blackwall

Other Additions (Bid Separately)

Rear Window Guard

Federal Signal High Lighter Beacon Model #453001 Twin Strobe

Four Corner Strobes

8' Western Snow Plow w/ Joystick Command Control

Sprayed In Bed Liner

Trade In (Bid Separately)

1999 Dodge 2500 4WD Pick-up with 8' western plow 55,000 miles

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SPECIFIC BIDDER INFORMATION

NAME OF FIRM: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PRINCIPAL OFFICER: _____

PARTNERSHIP OR CORPORATION UNDER STATE LAWS OF: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TO CONTACT REGARDING THIS BID: _____ **PERSON**

PHONE NUMBER: _____

This page must be returned signed and notarized for the bid to be considered

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BID FORM

**Total Bid Price for new Pick-Up Truck
Per specification listed.**

(please attach complete window sticker specifications)

\$ _____

Optional Equipment Installed (bid Separately)

Rear Window Guard \$ _____

**Beacon (equivalent to Federal Signal high
Lighter beacon Model #453001 twin strobe)** \$ _____

Four corner strobes \$ _____

**8' Snow Plow (Western equivalent) with
Hand held cab command control** \$ _____

Front springs (Tim Bren Kit equivalent) \$ _____

Tax, Title, Licensing \$ _____

Trade In \$ _____

Delivery Time _____

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Assurances and Certifications PART 1

STATEMENT OF ETHICS CERTIFICATION

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

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. 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.
3. 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.
4. Bidder has not been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.
5. Bidder is not subsidiary of a company that has been convicted of price fixing nor pleaded "no contest" to such charges within the last five (5) years.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

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Assurances and Certifications PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/Contractors with 25 or More Employees)

As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or 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*.

By: _____
Authorized Agent

Does Not Apply (Less than 25 Employees)

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 ____

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Assurances and Certifications

PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

Equal Employment Opportunity

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

By: _____
Authorized Agent

SUBSCRIBED and SWORN TO before me

this _____ day of _____, 20 _____

NOTARY PUBLIC

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