

Community Consolidated School District 15

580 North First Bank Drive

Palatine, Illinois 60067

REQUEST FOR BID

ROCK SALT AND TRIPLE MELT PURCHASE

BID #14-007

SEPTEMBER 17, 2013



Bid #14-007
NOTICE TO BIDDERS
Rock Salt and Triple Melt Purchase
September 17, 2013

The Board of Education of Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, will receive Bid Proposals for Rock Salt and Triple Melt as a de-icer for snow and ice control operations all in accordance with the contract documents including specifications as filed with the Purchasing Agent in the Business Office.

Contract documents are on file and may be examined any time after September 17, 2013.

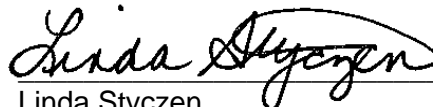
Board of Education Office
Joseph M. Kiszka Educational Service Center
580 North First Bank Drive
Palatine, Illinois 60067
Attention: LINDA STYCZEN

Bid Due Date: Bids must be received in our office no later than Friday, September 27, 2013, at 11:00 a.m. Bids received by the Board shall be opened at 11:00 a.m., Friday, September 27, 2013, when they will be publicly opened and the contents announced. They will be held without right of withdrawal until October 9, 2013, at 7:00 p.m. when it is anticipated the Board will be acting on the bid. Any time stated is in Central Standard Time zone.

No bids may be withdrawn for a period of 60 days after the bid opening date.

The Board of Education reserves the right to waive any irregularities, reject any or all proposals, when in its opinion such action will serve the best interests of the Board of Education of Community Consolidated School District 15.

By authorization of the Board of Education:


Linda Styczen
Purchasing Agent

INSTRUCTIONS TO BIDDERS

Proposals:

Proposals to be entitled for consideration must be made in accordance with the following instructions.

All proposals must be submitted on forms of proposal marked Exhibit "B" Rock Salt and Triple Melt, furnished by the Board of Education of Community Consolidated School District 15 ("Board"). Proposals submitted on other forms shall be rejected.

Proposals must be signed in longhand by person(s) legally authorized to perform such function. Evidence may be required to substantiate the signature.

Oral, telephonic, telegraphic, electronic or facsimile transmitted bids **will not be accepted.**

Bid documents shall be submitted in sealed envelopes clearly marked Rock Salt and Triple Melt, ATTENTION: LINDA STYCZEN. Bid documents received in envelopes not clearly labeled as specified will be rejected if opened before specified bid opening time.

PROPOSAL FOR: Rock Salt and Triple Melt

ADDRESSED TO: Board of Education
Community Consolidated School District 15
580 North First Bank Drive
Palatine, Illinois 60067
Attn: LINDA STYCZEN, Purchasing Agent
2013-2014 Rock Salt and Triple Melt Purchase
Due: Friday, September 27, 2013, at 11:00 a.m.

Bid Deposit:

None required. Bidder acknowledges his failure to perform within the intent of the bid solicitation may disqualify him from bidding to the Board of Education, Community Consolidated School District 15.

Examination of Specifications:

Each bidder shall acquaint itself with the conditions as they exist so that it may be completely familiar with the conditions pertinent to the fulfillment of the work required under this Contract.

Time for Receiving Bids:

Bids must be delivered in the office of the Board no later than FRIDAY, SEPTEMBER 27, 2013, AT 11:00 A.M. at Board of Education, Community Consolidated School District 15, 580 North First Bank Drive, Palatine, Illinois 60067, Attn: LINDA STYCZEN, when they will be publicly opened and the contents announced.

Award of Contract:

Contracts will be awarded to the lowest responsible, responsive bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the School District.

We are providing one copy of Exhibit "B" for the Rock Salt and Triple Melt Bid. **Please return Exhibit "B" as your bid in a sealed envelope labeled Rock Salt and Triple Melt Bid and retain a copy for your records.**

SPECIFICATIONS FOR ROCK SALT AND TRIPLE MELT
FOR
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15
PALATINE, ILLINOIS

BOARD: Board of Education, Community Consolidated School District 15
Palatine, Illinois 60067, 847-963-3000

OFFICE: Joseph M. Kiszka Educational Service Center
580 North First Bank Drive
Palatine, Illinois 60067

ISSUED: September 17, 2013

GENERAL CONDITIONS

1. **BIDS MUST BE RECEIVED IN OUR OFFICE NO LATER THAN FRIDAY, SEPTEMBER 27, 2013, AT 11:00 A.M. CENTRAL STANDARD TIME.** Bids received by the Board shall be opened at 11:00 a.m., FRIDAY, SEPTEMBER 27, 2013, when they will be publicly opened and the contents announced. They will be held without right of withdrawal until October 9, 2013, at 7:00 p.m. when it is anticipated the Board will be acting on the bid.
2. The Contract Documents consist of (a) the Notice to Bidders, (b) the Instructions to Bidders, (c) the General Conditions of the Contract, (d) the Agreement between the Board of Education of Community Consolidated School District 15 and Contractor (hereinafter the "Contract"), and other documents listed in the Contract and Modifications issued after the execution of the Contract. A modification is a written amendment to the Contract signed by both parties.
3. Where conflicts exist within or between parts of the Contract Documents and applicable standards, codes and ordinances, or simply within the Contract Documents, the more stringent, or higher quality or greater quantity requirements shall apply.
4. The Board cannot assume responsibility for **delayed postal deliveries** and **does not** recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline.
5. All bidders shall familiarize themselves with the details of the conditions relevant to the work or services to be provided.
6. **The Board reserves the right to split the bid on the basis of best quotation.** The Contract will be awarded to the lowest responsible bidder, as determined by the Board in its sole judgment, considering conformity with specifications, terms of delivery, quality and serviceability, and such other factors as the Board deems necessary and appropriate in the best interest of the Board. The Board reserves the right to reject any and all bids or any part thereof, and to waive immaterial technicalities in the bidding. Board decisions are final in all instances and are not subject to review.
7. No minimum order requirements may be made by a bidder.
8. Certification must be made that the contract/vendor is not barred from bidding on the Contract as a result of a conviction for either bid-rigging or bid rotating under Article 33 E of the *Criminal Code of 1961*. Certification is to be made by signature of person(s) legally authorized to perform such function in the appropriate place in Exhibit "B" Rock Salt and Triple Melt of the bid documents.

9. Unless otherwise specified in the invitation to bid, YOUR BID PRICE MUST BE A DELIVERED PRICE, F.O.B. ROLLING MEADOWS AND PALATINE, THE BOARD'S DESTINATION, WITH ALL TRANSPORTATION AND HANDLING CHARGES PAID BY THE BIDDER TO ONE LOCATION. Delivery must be made as specified on the dates indicated in the specifications of Exhibit "A" Rock Salt and Triple Melt Bid when applicable.
10. Delivery can be made anytime after November 1, 2013. Any and all redelivery charges incurred because shipments were not made within the specified delivery date will be paid by the vendor. **Delivery will be made to Central Distribution Center, 1001 Rohlwing Road, Rolling Meadows, IL 60008, Please call ERNIE BAEZ, 847-963-3959 24 HOURS BEFORE DELIVERY IS MADE.**
11. The Board reserves the right to terminate the Contract for just cause upon ten (10) days' written notice to Contractor without any penalties. For purposes of this Contract, just cause may include, but is not necessarily limited to, any of the following:
- The Contractor's entry into liquidation, receivership or dissolution, its filing for bankruptcy or insolvency, or the assignment of its assets for the benefit of its creditors;
 - The Contractor's failure to pay suppliers or workmen, or failure to provide sufficient workmen or sufficient supplies for the job;
 - The Contractor's disregard of applicable laws, ordinances or the instructions of the Board;
 - The Contractor's failure to follow the bid specifications or its violation of the Contract Documents;
 - The Contractor's failure, for any reason, to maintain the level of service required by the bid specifications; or
 - Any other failure on the part of the Contractor to perform or adhere to any of its obligations under this Contract.
12. Whenever, in the specification the term "or equal" is used, it shall be interpreted to indicate the type, function, minimum standard, design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable quality and design. The bidder shall furnish the Board with all evidence required to determine whether or not the proposed product is equal to and will perform according to the Board's specifications. The Board's decision on this matter will be final.
13. The price for the units specified in the invitation to bid should be clearly shown for each separate item in the space provided on the bid form. The total price for the quantity requested should also be shown. If the group totals are requested in the bid invitation, bidders should show group totals on the space provided.

14. The Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.*) and rules and regulations promulgated thereunder.

As required by Illinois law, in the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the *Illinois Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, marital status, national origin or ancestry, age, citizenship, physical or mental handicap or disability, military status, unfavorable discharge from military service or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b. That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- e. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligation under the *Illinois Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the *Illinois Human Rights Act* and the Department's Rules.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the *Illinois Human Rights Act* and the Department's Rules.

- g. That it will include verbatim or by reference the provisions of this clause in every sub-contract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such sub-contractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such sub-contractors; and further it will promptly notify the contracting agency and the Department in the event any sub-contractor fails to refuse to comply therewith. In addition, the Contractor will not utilize any sub-contractor declared by the Illinois Human Rights Commission to be ineligible for contractors or sub-contractors with the State of Illinois or any of its political subdivisions or municipal corporations.
15. To extent applicable, the Contractor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 *et seq.*) and the standards and regulations issued thereunder and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
16. Contractor agrees to comply with provisions of the *Consumer Products Safety Act of 1972* (15 U.S.C.A § 205 *et seq.*) and shall certify that items furnished under this bid conform to applicable standards.
17. To the extent applicable, the Illinois *Employment of Illinois Workers on Public Works Act* (30 ILCS 470/0.01 *et. seq.*) shall prevail on this Contract.
18. Contractor acknowledges that, pursuant to the Illinois *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of eighteen are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Accordingly, Contractor shall ensure that none of its employees, agents or independent contractors are child sex offenders. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law.
19. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion and if no member of the Board nor other officer of the School District is directly or indirectly interested in the bid or in any portion of the profits thereof.
20. A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by Board before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.
21. Bids received after the time specified in the invitation to bid will not be considered and shall be returned to the bidder. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by Board.
22. Title to the goods herein described shall not pass until said goods have actually been received by Board 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 Board or its consignee shall be borne by Contractor. Nothing herein contained, however, shall be construed to deprive Board of its interest, or limiting such interest, in goods herein described prior to such actual receipt.

23. All material and workmanship shall be subject to inspection and test by Board or its designee. The Board reserves the right to reject any goods which contain defects in material or workmanship, which fail to meet the specifications contained herein or any warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including all transportation costs, promptly after notification of rejection. As to rejected goods, Contractor shall bear all costs of inspection and all risk of loss.
24. Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein.
25. **Purchase order number and vendor name must appear on each invoice submitted to the Board for payment.**
26. Signature Constitutes Acceptance - The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Contractor had read the Contract Documents and is fully aware of the terms hereof.
27. Exceptions – Any exceptions to these terms and conditions of deviations from the written specifications must be shown in writing and attached to the bid form.
28. The Board reserves its rights to reject any goods and to cancel all or any part of this sale if Contractor 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 Board to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If Contractor 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 Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, Board 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.
29. Contractor makes the following warranties to Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specifications contained herein. Contractor agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties for additional scope given to Board by Contractor.
30. Contractor agrees to indemnify, defend, and hold harmless the Board, its successors, assigns, customer, agents, and users of the goods herein described against any and all loss, damage, or injury arising out of or resulting from a claim or suit for alleged infringement or any letters patent granted by the United States or any foreign government relating to the goods herein described. Contractor agrees that it will assume the defense of any and all such suits and pay all costs, judgments, and expenses incidental thereto.

31. Bidder must make delivery upon receipt of order unless otherwise specified in the invitation to bid. Bidder must indicate time required for delivery on bid.
32. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the Contract.
33. Any interpretation of the proposed Contract Documents will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Oral explanations will not be binding.
34. The award of the Contract will be made by official Board documents. Bidder's order form is not acceptable and cannot be used.
35. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3-5.4) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/2-5.11). As such, Contractor shall not include such taxes in its bid.
36. The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Contractor shall not include such taxes in its bid.
37. In computing transportation costs, bidders should not include any federal transportation tax, because Board is exempt.
38. The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS 5/10-20.21) and the Illinois *Use Tax Act* (35 ILCS 105/1 *et seq.*). The payment of this tax will take place regardless of whether the Contractor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Contractor as part of the Contract price. Contractor shall not be reimbursed or paid any taxes unnecessarily paid by Contractor when not required due to the Board's tax exempt status.
39. **Bidder must provide Community Consolidated School District 15 with a MATERIAL SAFETY DATA SHEET for each item on the bid and any other item as requested.**
40. ERRORS AND OMISSIONS - All proposals shall be submitted with each space properly completed. Special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered and bidders will be held strictly to the proposals as submitted. Should a bidder find any discrepancies in, or omissions from any of the documents, or be in doubt as to their meanings, it shall advise the Director for Business Services who will issue the necessary clarifications to all prospective bidders by means of addenda. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of its proposal. Oral explanations will not be binding.

41. The Board will attempt to make payments for items ordered within thirty (30) days of delivery. Invoices must be submitted in a timely manner, and if received by the 25th day of the month, will be processed and paid at the next regularly scheduled Board of Education meeting (normally held on the second Wednesday of each month.) Notwithstanding anything herein to the contrary, however, all payments made to the Contractor shall be governed by the Illinois *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).
42. Signature Constitutes Acceptance; the signing of these bid forms shall be construed as acceptance of all provisions contained herein.
43. Any exception to these terms and conditions or deviation from the written specifications must be shown in writing and attached to the bid form.

EXHIBIT "A"
ROCK SALT AND TRIPLE MELT
September 17, 2013

Specifications for Bulk Rock Salt (Sodium Chloride) **Quantity 330 tons**

1. Rock salt to be furnished shall be in accordance with AASHTO Specification M143, Sodium Chloride type 1, Grade 1.
2. All quantities to be shown in the invitation for bid are estimates only. The total quantity as submitted is to be considered sufficient.

The district shall agree to purchase at least 70% of the amount; the vendor shall agree to furnish not less than 130% of the amount.

The district is responsible for ensuring that the 70% guaranteed purchase requirement is met before the end of the season (June 30, 2014). The vendor is required to furnish not less than 130% (if required) of the requisitioned need by March 1, 2014.

3. Deliveries will be accepted only during regular work days (Monday thru Friday), working hours 7:00 a.m. to 3:30 p.m.), except for when special arrangements have been made in advance with the appropriate representative at the delivery site. All truck loads shall be covered with approved weatherproof materials. All deliveries shall be F.O.B. Rolling Meadows or Palatine, Illinois.

Truckloads containing foreign material such as mud, rocks, etc., may be rejected at the delivery site.

Deliveries are to be made as soon as possible after receipt of an order. The maximum time from receipt of order after November 1, 2013 shall not exceed seven calendar days.

4. By December 1, 2013, the contract vendor will be required to have in place stockpile(s) located in or near Illinois covering 100% of the tonnage awarded.
5. The contract price shall remain firm for the entire contract period up to the 130% guaranteed limit, unless otherwise changed by law. The contract price for purchases made in excess of the 130% guaranteed limit is subject to increase if vendor's costs for providing rock salt increase by more than 5%. Prior to acceptance of any price increase, the contract vendor must submit documentation to the district justifying the increase. However, in the event that the economically adjusted price offered is higher than the next lowest bidder's bid which was offered on the bid invitation, and if the next lowest bidder is willing to hold its quoted price firm, the district shall be permitted to buy rock salt from the next lowest bidder at the bidder's quoted price. Such secondary award will remain in effect for as long as the quote price remains firm.

Triple Melt®w/Activar® **Quantity 1,800 bags**

Manufactured by Ossian, Inc., Davenport, IA. Total of 1,800 bags (50 #) which will be on 36 pallets (50 bags per pallet). **No Substitutes.**

EXHIBIT B
Rock Salt and Triple Melt
September 17, 2013
Community Consolidated School District 15

1. The Board of Education, Community Consolidated School District 15, Palatine, Illinois, reserves the right to reject any or all bids to waive any informality in bidding.
2. Having carefully examined all bid documents, as well as the proposed program, the undersigned hereby proposes to furnish all supplies and services set forth by the specifications, notice to bidders general conditions and form of proposal herein referred to and described.
3. By entering into this Agreement, Contractor/Vendor certifies and warrants to the Board of Education that it is not barred from entering into this Agreement for any reason whatsoever, including, but not limited to, a violation of Section 33E-3 (Bid Rigging) or Section 33E-4(Bid Rotating) of the Illinois Criminal Code of 1961.
4. The contractor/vendor certifies that the contractor/vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Bulk Rock Salt	330 tons	\$ _____ per ton	\$ _____
Triple Melt	1,800 bags (50#)	\$ _____ per bag	\$ _____

NAME OF COMPANY: _____

ADDRESS OF BIDDER: _____
City State Zip Code

SIGNATURE OF BIDDER: _____

TITLE: _____

PRINT NAME OF BIDDER: _____

AREA CODE AND PHONE NUMBER: _____
(Area Code)

DATE OF BID: _____