

Oak Park Elementary School District 97  
260 Madison Street  
Oak Park, IL 60302

**NOTICE TO BIDDERS**

The Board of Education of Oak Park Elementary School District #97 will receive sealed New Stage Curtain bids at the Administrative Office located at 260 West Madison Street – Oak Park, IL, 60302, until 1:00 p.m. on Wednesday, November 13, 2019. At this time sealed bids will be publicly opened and read.

Copies of specifications may be secured at the Oak Park Elementary School District #97 District Office, 260 Madison Street, Oak Park, IL 60302. Cut-off date for picking up scope of services is 4:00 pm, November 6, 2019.

Bids mailed or delivered shall be marked to the attention of:

Oak Park School District 97  
Attn. Ms. Jeanne Keane  
260 Madison Street  
Oak Park, Illinois 60302

The front of the envelope should be clearly marked “NEW STAGE CURTAIN BIDS”. Additional information may be obtained by contacting Mrs. Keane at (708) 524-3125 or [jkeane@op97.org](mailto:jkeane@op97.org)

Bid Due Date: Wednesday, November 13, 2019 at 1:00 P.M.

Only those bids complying with the provision and specification of the bid will be considered. The Board of Education reserves the right to waive any informalities, qualification or irregularities and/or reject any or all bids, when in its opinion, such action will serve the best interest of the Board of Education of Oak Park Elementary School District 97.

Sheryl Marinier  
Board Secretary

## INSTRUCTIONS TO BIDDERS

### 1. GENERAL

- a. Bids shall be submitted in a sealed envelope properly marked with the title of bid, date, and time of opening.
- b. Bids are to be returned to:  
  
Oak Park School District #97  
Attention: Mrs. Jeanne Keane  
260 Madison Street  
Oak Park, Illinois 60302
- d. Your bid shall be made on the enclosed form. An incomplete bid document may disqualify the bid. Unsigned or late bids will not be considered.
- e. Oak Park School District 97 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax. An exemption certificate will be furnished upon request.
- f. The Board of Education reserves the right to waive any informalities, qualifications or irregularities, and/or reject any or all proposals, and to award a bid in whole or part, when in its opinion, such action will serve the best interest of the Board of Education of Oak Park Elementary School District No. 97.
- g. By making a bid, the Bidder represents that the Bidder has read and understands the bid documents and that the bid is made in accordance therewith; that the Bidder has read and understands the bid documents or contract documents, to the extent that such documentation relates to the Work for which the bid is submitted; that the bidder has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed contract documents; and that the bid is based upon the material, equipment and systems required by the bidding documents without exception.
- h. Prices quoted shall include all charges for packing, transportation, and palletized delivery as specified herein.

### 2. WITHDRAWAL OF BIDS

All bids will be considered to be final for a period of sixty (60) days from the date established for the opening of bids. Bids may be withdrawn by letter if received by the District prior to the time and date established for the opening of bids.

### **3. INVESTIGATION OF BIDDERS**

- a. The Business Office will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements.
- b. The Board of Education, in determining the responsibility of any bidder, may take into account other factors in addition to financial responsibility, such as past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to: delivery policy, reliability, reputation, competence, skills, efficiency, facilities, resources, and location of the bidder as related to prompt reply to service needs and ease of communications. The bidder shall, if and upon the District's request, supply such information as current auditor's financial statement, insurance certification, and any other necessary information to allow the Board to determine the bidder's qualifications and responsibility.
- c. The Board of Education reserves the right to reject any bid if it is determined that the Bidder is not properly qualified to carry out the obligations of the Contract.

### **4. SPECIFICATIONS AND REQUIREMENTS**

Specifications and requirements are as enclosed. NO SUBSTITUTIONS will be accepted. Any alternates, exceptions, deviations from or qualifications to these specifications and requirements must be submitted in writing and attached to the bid document. All bids will be considered to have taken into consideration the specifications and requirements, including but not limited to any contract conditions or supplementary contract conditions included in the bid material. Unless otherwise expressly stated, all bids submitted shall constitute the Bidder's acknowledgement of and consent to such contract conditions and/or supplementary contract conditions. All product evaluations and decisions by the Board of Education shall be considered final.

### **5. ERRORS AND OMISSIONS**

All proposals shall be submitted with each space properly completed. The 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.

### **6. INDEMNIFICATION**

The submitter shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, insurers, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the submitter; and (2) any breach by the submitter of the terms or requirements of the Proposal Documents.

## **7. INSURANCE REQUIREMENTS**

Contracted shall provide certification of insurance issued by companies satisfactory to the District with a Best rating of a VII or better and shall be of the following types and with at least the following limits of coverage, and NAMING OAK PARK SCHOOL DISTRICT 97 AS AN ADDITIONAL INSURED.

1. Workmen's Compensation insurance with limits as prescribed by the laws of the State of Illinois and Employer's Liability insurance. Employer's liability to be provided at a level of \$500,000.00 per occurrence.
2. Commercial General Liability Insurance
  - a. Personal liability with limits not less than \$1,000,000.00, per occurrence.
  - b. Property damage with limits not less than \$1,000,000.00 per occurrence.
3. Commercial Auto Liability Insurance
  - a. Bodily injury with limits not less than \$1,000,000.00 per occurrence.
  - b. Property damage with limits not less than \$1,000,000.00 per occurrence.
4. Umbrella or Excess Liability no less than \$2,000,000

Contractor shall agree to defend, indemnify and hold harmless the Board of Education and its employees, volunteers and agents, from and against all costs, damages, claims or expenses it they suffer, incur or sustain or become liable for, on or account of any injury to or death of its employees or to any other person, or damage to or injury to real estate or personal property caused by or arising out of the services to be performed.

## **8. DELIVERY SCHEDULES**

The District reserves the right to cancel any order if Delivery schedules are not met.

## **9. AWARD**

Contract will be awarded to the responsible Bidder submitting the lowest proposal complying with the conditions of the bid documents. The Owner shall have the right to accept or reject any and all bids, including, but not limited to, the low bid, or to award a bid in whole or part. The Bidder to whom the contract is awarded will be notified at the earliest practicable date. The Owner also reserves the right to reject any and all bids, which in the sole opinion of the Owner, are either no responsive or are not in the best interest of the Owner, and to waive any informality, irregularity or qualification in the bids received whenever such rejection or waiver is deemed by the Owner to be in its best interest.

## **10. SIGNATURE CONSTITUTES ACCEPTANCE**

The signing of these bid forms shall be constructed as acceptance of all provisions contained herein, and acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States, and the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specifications.

## **UNSIGNED OR LATE BIDS WILL NOT BE CONSIDERED**

If you choose not to submit a bid at this time, please return this information stating reasons(s) you are not bidding. Failure to respond to this request may result in removal of your firm from the bidders list.

## **11. ADDENDA**

Addenda, if any, will be mailed or delivered to all who are known by the issuing office to have received a complete set of bid documents. Copies of addenda will be made available for inspection wherever bid documents are on file for that purpose. No addenda will be issued later than 7 days prior to the date for receipt of bids except an addendum withdrawing the request for bids or one which includes postponement of the date for receipt of bids. Each Bidder shall ascertain prior to submitting a bid that the Bidder has received all addenda issued, if any, and the Bidder shall acknowledge such receipt in the bid.

## **12. SUBMITTALS**

The Bidder shall, within 15 days after notification of selection for the award of contract, furnish to the Owner in writing:

1. A designation of the Work to be performed with the Bidder's own forces;
2. Names of the manufacturer's products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
3. Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.  
The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the bid documents.

Prior to the award of the contract, the Bidder will be notified in writing if, after due investigation, there exists a reasonable objection to a person or entity proposed by the Bidder. If a reasonable objection to a proposed person or entity is raised, the Bidder may, at the Bidder's option, (1) withdraw the bid, or (2) submit an acceptable substitute person or entity with an adjustment in the base bid or alternate bid to cover the difference in cost occasioned by such substitution. The

Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

Persons and entities proposed by the Bidder and to whom no reasonable objection has been made must be used on the work for which they were proposed and shall not be changed except with the written consent of the Owner.

### **13. BIDDER RESPONSIBILITY**

The Bidder shall assume full responsibility for timely delivery of all required submittals at the location designated for receipt of bids. Oral, telephone or telegraphic bids are invalid and will not receive consideration.

### **14. TERM OF CONTRACT**

The term of this Agreement is to cover all goods and services under the Proposal that incorporates all of the terms and conditions provided in the scope and shall expire when oversight is completed.

### **15. TERMINATION**

This Agreement may be terminated as follows:

- a. The District may terminate this Agreement at any time, for any reason in its sole discretion, upon fifteen (15) days written notice to contractor.
- b. The District may terminate this Agreement at any time upon written notice to the contractor for performance.
- c. Either Party may terminate this Agreement if the other Party breaches any provision of this Agreement and such breach remains uncured more than fifteen (15) days after receipt of a written request for cure from the non-breaching Party.

### **16. PAYMENT**

Upon presentation of an acceptable invoice, the District 97 shall pay the Contractual fee as agreed upon in the bid. If the Contractor fails to uphold any of the features of the contract, then District 97 may withhold the payment until satisfied that the contract has been fulfilled.

### **17. WRITTEN GUARANTEES**

The Contractor shall provide the Owner with a written guarantee warranting their work to be free from defects in materials for a minimum period of one (1) year from the date of final payment, and state that their work is in compliance with the specifications and highest standards of workmanship. Written guarantees shall be submitted with request for final payment.

The Contractor shall, at their expense, and without cost to the Owner, and within notice thereof, make good any defects in materials or workmanship which may develop during said one (1) year period, including any damage to other work caused by such defects or the repairing of the same.

**CERTIFICATE OF BIDDER ELIGIBILITY**

720ILCS 5/338-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not banned from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER

\_\_\_\_\_, as part of its bid for \_\_\_\_\_  
\_\_\_\_\_

certifies that said contractor is not banned from bidding on the aforementioned contract as a result of a violation of either 720ILCS 5133E-3 or 720 ILCS 5133EA.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Agent of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
SIGNED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC (SEAL)

**CERTIFICATE REGARDING  
SEXUAL HARASSMENT POLICY**

\_\_\_\_\_ [contractor], does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act (775 ILCS 5/2-105)* that [he, she, it] has a written sexual harassment policy 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.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Agent of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

[Contractors with 25 or More Employees]

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

\_\_\_\_\_, having 25 or more employees does hereby pursuant to section 3 of  
The Illinois Drug-Free Workplace Act (30 ILCS 580/3) that [he, she, it] shall provide a drug-free  
workplace for all employees engaged in the performance of work under the contract by complying  
with the requirements of the Illinois Drug-Free Workplace 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.

\_\_\_\_\_  
Firm Name

By: \_\_\_\_\_  
Authorized Agent of Contractor

\_\_\_\_\_  
Title

\_\_\_\_\_  
SUBSCRIBED and SWORN TO before me

This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (SEAL)

**NON-COLLUSION**

AFFIDAVIT "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than: for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

(If an Individual)

Signature of Bidder \_\_\_\_\_ (Seal)

Business Address \_\_\_\_\_

(If a Partnership)

Firm Name \_\_\_\_\_ (Seal)

By \_\_\_\_\_

Business Address \_\_\_\_\_

Of the Partners \_\_\_\_\_

Of the firm \_\_\_\_\_

(If a Corporation)

Corporate Name \_\_\_\_\_

By \_\_\_\_\_

Business Address \_\_\_\_\_

(Corporate Seal)

Name of Officers: President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest: \_\_\_\_\_

Secretary

Name of Bidder \_\_\_\_\_

Date \_\_\_\_\_

## Certification of Bidder

In compliance with the attached proposal, and subject to all term and conditions herein, the undersigned agrees to provide items/services to the Board of Education, District 97 as specified in the bid documents at the prices /terms quoted.

\_\_\_\_\_  
Name of Bidder:

\_\_\_\_\_  
By:

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

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

\_\_\_\_\_  
Phone/Fax:

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

Notary: \_\_\_\_\_

OAK PARK SCHOOL DISTRICT 97  
260 W. MADISON STREET  
OAK PARK, ILLINOIS 60302

By: \_\_\_\_\_  
Senior Director of Buildings & Grounds

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

## SCOPE OF SERVICES

Provide labor and materials for the installation of new IFR stage curtains at schools throughout the District. Installation shall be completed during regular hours.

All fabrication specifications for the replacement curtains are as follows:

- All curtains to be fabricated using 50% added fullness sewn into box pleats located 12" on center.
- Grommets will be inserted in the center of each pleat for s-hook or tie line attachment.
- All side and bottom hems will be 4" with the exception of the leading edge of all front curtains which will have a 12" turn back.
- The bottom hems of all floor length curtains will have an internal pocket containing a continuous length of chain for added weight.
- All curtains to be hung on existing hardware in existing condition.
  - Please confirm that hardware is in operable condition at all buildings. If replacement is needed please add to the pricing sheet priced out by building.

### **Beye Elementary**

Provide 24 oz. IFR Charisma velour fabric for the front curtain and 15 oz. IFR Encore for the borders, legs and rear curtains

### **Hatch Elementary**

Provide 24 oz. IFR Charisma velour fabric for the front curtain and teaser and 15 oz. IFR Encore for the borders, legs and rear curtains

### **Lincoln Elementary**

Provide 24 oz. IFR Charisma velour fabric for the front curtain and teaser and 15 oz. IFR Encore for the borders, legs and rear curtains

### **Mann Elementary**

Provide 24 oz. IFR Charisma velour fabric for the front curtain and 15 oz. IFR Encore for the borders, legs and rear curtains

### **Whittier Elementary**

Provide 24 oz. IFR Charisma velour fabric for the front curtain and teaser and 15 oz. IFR Encore for the borders, legs and rear curtains

### **Brooks Middle School**

24 oz. IFR Charisma for the front curtain, 20 oz. IFR Crescent for the borders, legs, travelers and side masking and seamed cotton FR muslin for the cyclorama

### **Julian Middle School**

24 oz. IFR Charisma for the front curtain, 20 oz. IFR Crescent for the borders, legs, travelers and side masking and seamed cotton FR muslin for the cyclorama

## SCOPE OF SERVICES

### Drapery Quantities

SCHOOL	ADDRESS	Front Curtain	Teaser	Borders	Legs	Rear Curtain	Hardware Operable	Per Building Cost
<b>Beye</b>	230 N. Cuyler	1 pair	N/A	3 each	2 pair	1 pair		
<b>Hatch</b>	1000 N. Ridgeland	1 pair	1 each	2 each	3 pair	1 pair		
<b>Lincoln</b>	1111 S. Grove	1 pair	1 each	2 each	2 pair	1 pair		
<b>Mann</b>	921 N. Kenilworth	1 pair	N/A	2 each	3 pair	1 pair		
<b>Whittier</b>	715 N. Harvey	1 pair	1 each	2 each	3 pair	1 pair		
<b>TOTAL COST</b>								

### Drapery Quantities

SCHOOL	ADDRESS	Front Curtain	Border Curtains	Leg Curtains	Mid Stage Traveler	Upstage Traveler	Side Maskings	Cyclorama	Hardware Operable	Per Building Cost
Brooks	325 S. Kenilworth	1 pair	5 each	4 pair	1 pair	1 pair	8 each	1 each		
Julian	416 S. Ridgeland	1 pair	5 each	3 pair	1 pair	1 pair	8 each	2 each		
<b>TOTAL COST</b>										