

**ADVERTISEMENT FOR BIDS**

**BOARD OF EDUCATION OF  
TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO. 2  
FOR PURCHASE OF TRUCK**

The Board of Education of Triad Community Unit School District No. 2, is seeking bids for the purchase of a Wide Area Mower and Sub-Compact Tractor.

Bid packages will be available starting on March 9, 2020, by contacting Michael C. Raymond Jr., Director of Business and Communication via email at [mike.raymond@tcusd2.org](mailto:mike.raymond@tcusd2.org).

Bids must be submitted in a sealed envelope in accordance with the Bid Documents no later than 9:30 a.m., on March 19, 2020, at the District Office, located at 203 E. Throp Street, Troy, IL, 62294.

Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted. Bids will be opened and read aloud at the District Office, located at 203 E. Throp Street, Troy, IL, 62294 at 9:30 a.m., on March 19, 2020.

Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board. The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding procedure. Any such decision shall be considered final.

**BID SUBMISSION FORM**

**BOARD OF EDUCATION OF  
TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO. 2**

**Bid Description:** Purchase of One Wide Area Mower and One Sub-compact Tractor

**Bid Submission Date:** March 19, 2020, at 9:30 a.m.

**Date and Time of Bid Opening:** March 19, 2020, at 9:30 a.m.

**Delivery Date:** No later than April 13, 2020

**Bid Price:** \_\_\_\_\_

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

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

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

Print Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

State: \_\_\_\_\_

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

**Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 20\_\_.**

**Notary Public:**

\_\_\_\_\_

## **BID CONDITIONS**

### **1. DEFINITIONS**

- 1.1 “BOARD” or “SCHOOL DISTRICT”: The Board of Education of Triad Community Unit School District.
- 1.2 “BID DOCUMENTS” include:
- I. Advertisement
  - II. Bid Submission Form
  - III. Bid Conditions
  - IV. Project Bid Specifications
  - V. Addenda, if any
  - VI. Contract
  - VII. Qualification Statement
- 1.3 “SELLER” or “CONTRACTOR”: The successful bidder.

### **2. FORM OF BID**

- 2.1 Bid Submission: The Advertisement for Bids, Bid Submission Form, the Qualification Statement, and the executed Contract must be submitted no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed envelope addressed as follows:

Michael C. Raymond, Jr.  
Director of Business and Communication  
Triad Community Unit School District #2  
203 E. Throp Street  
Troy, IL, 62294

The bid must be labeled “One Wide Area Mower and One Sub-compact Tractor Bid”. The name, address, and phone number and a contact must also be listed on the outside of the bid. The sealed bid must be submitted on the forms provided.

- 2.2 Delivered Price: Your bid price must be a delivered price, to the Board’s destination, with all transportation and handling charges paid by the bidder. The bid price must be firm for at least sixty (60) calendar days after the latest date for submission of bids.

- 2.3 Qualification: The bidder shall submit with the Bid Submission Form a fully completed and executed Qualification Statement on the form contained in the Bid Documents.
- 2.4 Contract: The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents.

### **3. WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID**

- 3.1 Withdrawal, Cancellation, or Modification of Bids: A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board.
- 3.2 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.

### **4. BIDDER REPRESENTATIONS**

- 4.1 Complete Understanding: Each bidder warrants and represents that he or she has read and understands the Bid Documents.
- 4.2 Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.3 Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.4 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not barred from contracting with any unit of State of Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The Contractor agrees that if this certification is false, the Board may declare the Contract void. The Contractor further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the Contractor is a retailer

maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.

## 5. **AWARD**

- 5.1 **Award of Bids**: Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board.
- 5.2 **Bid Reservation**: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding.
- 5.3 **Interpretation of Bid Documents**: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit a written request for an interpretation to Michael C. Raymond Jr., Director of Business and Communication via email at [mike.raymond@tcusd2.org](mailto:mike.raymond@tcusd2.org). The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by written addendum duly issued by Mr. Raymond. A copy of such addendum will be mailed or delivered to each person who has provided an email address to Mr. Raymond. 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 or her proposal. Oral explanations or representations will not be binding.

## 6. **QUALITY OF WORK/CONDITION OF GOODS**

- 6.1 **Title and Risk of Loss**: Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by the Seller. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.
- 6.2 **Inspection**: All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Project Bid Specifications contained herein or the Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. Upon rejection, the Seller shall immediately return full purchase price to the Board.

- 6.3 Payment and Price: 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.
- 6.4 Warranties: The Seller makes the following warranties to the 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. The Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Seller, including, but not limited to, warranties stated in the attached Project Bid Specifications. The Seller shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods received for a period of two (2) years from date of acceptance.
- 6.5 Patent Infringement: The Seller shall indemnify and hold harmless the Board, its successors, employees, agents, assigns, and users of the goods herein described against any and all loss, damage, or injury arising out of 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. The Seller agrees that it will assume, upon request, the defense of any and all such suits and pay all costs and expenses incidental thereto.

## 7. DELIVERY

- 7.1 Shipping Instructions: No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirement.
- 7.2 Deliveries/Time: Time is of the essence. Deliveries shall be made to the Board's receiving area or designated installation site.
- 7.3 Rejection and Cancellation: The Board reserves the right to reject any goods and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods described in the Bid Documents. Acceptance of any part of the goods covered by the invitation to bid shall not deprive the Board of its right to revoke any acceptance theretofore given. If the Seller 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 the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Seller, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the Bid Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

## 8. MISCELLANEOUS

- 8.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
- 8.2 Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 8.3 Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default and shall be subject to any and all other remedies available to the Board.
- 8.4 Compliance with Applicable Law: The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the Bidding Documents.
- 8.5 Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 8.6 Insurance: The Contractor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The Contractor shall

name the indemnitees (defined below) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance. The insurance required of the Contractor shall be primary.

The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the Board. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

- 8.7 Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, 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 bidder; and (2) any breach by the bidder of the Bid Documents.
- 8.8 Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge,



protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

## **PROJECT BID SPECIFICATIONS**

The Contractor must provide a Wide Area Mower (WAM) that meets the following requirements:

- Minimum total mower cut 120”;
- Enclosed cab with climate control;
- Minimum 55 HP engine;
- All wheel drive capability;
- Lighting kit to allow for twilight operations, road transport and safety beacon, LED preferred;
- Ability to have multiple attachments that can work with the Sub-compact Tractor;
- Warranty service provider must be located within 50 miles of the District; and
- Minimum 2 year warranty

The Contractor must provide a Sub-compact Tractor that meets the following requirements:

- Minimum 23 HP engine;
- 4 wheel drive capability;
- A category 1 hitch;
- Turf tires;
- Weight not to exceed 1700 pounds;
- Work light kit, LED preferred;
- Turf tires;
- Ability to have multiple attachments with quick change;
- Attachments purchased with tractor;
- Front Bucket loader;
- 60” Mid mount mower;
- Warranty service provider must be located within 10 miles of the District; and
- Minimum 2 year warranty

## QUALIFICATION STATEMENT

**BID DESCRIPTION: Purchase of One Wide Area Mower and One Sub-compact Tractor**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

A. The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Project Bid Specifications, who would write the General Liability Insurance, in the event the Bidder is awarded the Contract.

1. Corporate Name:

Address:

2. Agent's Name:

Address:

Telephone Number:

B. The Bidder verifies that it has accounts at the following bank(s):

1. Name of Bank:

Address:

2. Name of Bank:

Address:

C. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: (i) current assets; (ii) net fixed assets; and (iii) current liabilities.

D. How many years has your organization been in business:

E. Have you ever failed to complete any work awarded to you within the last three years?

If yes, note when, where, and why:

- F. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.
- G. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

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

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

Print Name: \_\_\_\_\_

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

Its: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

State: \_\_\_\_\_

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

**Subscribed and sworn to before me  
this \_\_ day of \_\_\_\_\_, 20\_\_.**

**Notary Public:**

\_\_\_\_\_

## CONTRACT

**THIS AGREEMENT** is entered into as of the date(s) executed by the parties below, by and between the Board of Education of Triad Community Unit School District No. 2 (“District”), and \_\_\_\_\_ (“Bidder”) (collectively referred hereto as “the Parties”).

**WHEREAS**, District has requested public bids for a one ton service body truck (“Goods”);

**WHEREAS**, Bidder has submitted a bid for provision of the Goods; and

**WHEREAS**, District desires to enter into this Agreement with Bidder to provide the Goods in accordance with the Bid Specifications.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Contract. This Agreement shall be effective from the date that the last party signs below, and, and shall continue in force and effect through January 31, 2020.
2. Contract Documents. The documents comprising the entirety of this Agreement are the Bid Documents as defined in the Bid Conditions and this Agreement.
3. Document Supremacy. In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Submission Form or Bid Conditions, the term or provision of this Agreement shall prevail.
4. Compensation. Bidder shall provide all goods as awarded by District and shall be compensated in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the Goods, in accordance with the terms of the Bid Documents.
5. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

*Signature page follows*

**IN WITNESS WHEREOF**, the Parties have signed this Agreement as of the date(s) written below.

**BOARD OF EDUCATION OF TRIAD  
COMMUNITY UNIT SCHOOL  
DISTRICT NO. 2**

**BIDDER**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**ATTEST:**

**ATTEST:**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

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