



**Pekin Community High School District #303**  
**Copier Request for Proposals**  
**October 2018**

Dear Prospective Vendor,

Pekin Community High School District #303 is seeking bids for the district-wide replacement and maintenance of its print fleet. This document will serve as the official bid document for this highly competitive bidding process.

The pages of this bid packet contain instructions, specifications, and timeline for this project. In the current financial climate, price is always a consideration when it comes to bids, however, we will not award this bid based solely on price. Each vendor will be evaluated for experience, reputation, and quality. The district reserves the right to reject any and all bids.

All questions pertaining to this RFP must be submitted via email to [elind@pekinhigh.net](mailto:elind@pekinhigh.net). *Do Not contact board members, administrators, faculty, or staff in relation to this RFP.* This could be grounds for disqualification. All questions will need to be emailed prior to End of Day October 19<sup>th</sup>. At that time, all questions will be answered, and posted to the district website on October 24<sup>th</sup>- End of day.

Thank you for your interest in this project,

Eric Lind  
Network/Systems Administrator  
Pekin Community High School District #303

## **Table of Contents**

1. Timeline
2. Qualifications/General vendor requirements
3. Specifications
4. Response Preparation/On-site Walkthrough
5. Service Specifications
6. Output Management Specifications
7. Device Specifications
8. Install/Setup Specifications
9. Appendix A – Device Schedule
10. Appendix B – Bid Sheet
11. Appendix C – General Provisions

## **Timeline**

Issue Date: October 5, 2018

Vendor Walkthrough Dates: October 15-26

Vendor Questions due: October 19<sup>th</sup>- End of Day

Vendor Response to questions posted on our Website: October 24

Vendor response to RFP due, no later than: November 2<sup>nd</sup> by 10:00am CST

District Evaluation of Bids: November 2-25

Bid award date: November 26<sup>th</sup> 2018- End of day

## **Qualifications/General vendor requirements/Specifications**

When preparing proposals, vendors must adhere to the following. Any of the following that are not met or appropriately document will result in the proposal being discarded.

### **Vendor Responsibility**

Proposers must thoroughly read and examine the entire bid package. Failure to do this, will not be basis for requesting extra compensation after the award of the contract.

### **Vendor Specifications**

- 1) Vendor must have been in business for at least 5 years.
- 2) Vendor must provide 5 references from which the vendor has done at least \$50,000 worth of business, at least 2 of which must be from public education institutions.
- 3) Vendor must be an authorized agent for the product(s) included in the proposal.  
(evidence of this authorization must be included with the proposal)
- 4) Vendor must be able to directly service or provide service for any equipment proposed.

### **Organization Chart**

Vendor must provide an organizational chart of the overall company structure

### **Service and performance plan**

The vendor must provide a service and performance plan that outlines and supports their proposals to provide staffing, equipment, maintenance, software, and supplies to the school district. This plan will also include an implementation plan, training schedule, and delivery schedule. This plan should contain a list of commitments and expectations not only for the vendor but the school district. The district expects the vendor will provide similar working examples of plans in place at other K-12 clients.

**Metrics**

Vendor must provide metrics verified by a reputable 3<sup>rd</sup> part showing the following-

- 1) Average response time
- 2) Mean time to restore to operating condition (MTR)
- 3) Overall up-time of fleet.

**Specifications**

Vendor will provide multi-function devices (copy/print/scan/fax)/ standalone printers and maintenance/support services for a period commencing on January 1, 2019 and ending December 31, 2023. The terms and specifications set forth in this document shall have precedence over any submitted proposals or contract.

**Lease**

- 1) A 5 year/60 month operating lease shall be obtained for all devices listed in Appendix A. The first payment shall be due in January, 2019.
- 2) The lease shall include all one-time expenses associated with the acquisition of the devices in Appendix A.
- 3) The lease shall be contingent on annual funding appropriation.
- 4) The lease shall be evaluated annually for Vendor/Performance issues.

**Charges/Billing**

- 1) **Charges for maintenance/support will be based on a per copy/print cost, based on the specified copy/print allotment plus overages.**
- 2) Billing for maintenance/support shall be based on actual (not forecasted or average) usage.
- 3) Vendor shall provide a metering mechanism to track the number of billable copies per devices and automatically report usage. District personnel will have read-only access to this mechanism for auditing and verification purposes. This mechanism may ONLY be used to track devices under contract.
- 4) Vendor will invoice district by the 10th of each month for the prior month's usage. Non-disputed charges will be paid at the monthly meeting of the Board of Education.

## **Termination**

- 1) The agreement may be terminated prior to expiration for non-performance. Reason may include, but not exclusively limited to:
  - a. Failure to meet response/replacement targets
  - b. Repeated calls for the same issue
  - c. Failure to provide product in a timely manner
  - d. Vendor is no longer authorized to service product
  - e. Defective product
  - f. Unprofessional/inappropriate behavior of service representatives.
  - g. Sub-contracting work to a 3<sup>rd</sup> party
  - h. Inaccurate billing
  - i. Breach of any district confidentiality, security, network, or data.
- 2) The district will make a reasonable attempt to reconcile any concerns with the contractor prior to termination of the agreement.
- 3) As school districts are subject to changes in state/federal law and funding, the agreement may be terminated prior to expiration for non-appropriation of funds or other changes in legal status that would not allow the district to fulfill its obligations.
- 4) Upon termination whether by expiration or other reasons the vendor shall have 30 days past termination to remove any vendor-owned equipment from the property. Any supplies or district-owned equipment shall remain the property of the district.
- 5) Upon termination where by expiration or termination or other reasons the vendor shall be required to erase all Hard Disk Drives, removing all data and labels identifying the machine as coming from the district.

## **Re-Evaluation of Contract**

After 36 months, the district and the selected vendor shall work together to evaluate volumes, and make appropriate adjusted to yearly copy allotment.

## Response Preparation/On-Site Walkthrough

### Proposal Packet

To maintain consistency, we request that you prepare your proposal as follows. Failure to complete this packet completely could result in the rejection of the bid.

- 1) The first part of the packet should include the following information
  - a. A brief background of the firm and experience with supporting copier / print equipment
  - b. Name, address, phone and email of primary contact person at company
  - c. A list of names of personnel who will be responsible for service, sales, and support.
  - d. Five references, **with two being K-12 Districts**, including names, email address, phone numbers, and what your company is currently providing them. The district **will** contact these references.
  - e. Any other information the vendor sees fit for qualification purposes.
- 2) Detailed technical specifications for each model/configuration of equipment.
- 3) Detailed technical specifications for Papercut, as it relates to your specific machine model
  - a. The district understands the basics of Papercut and its functions, but also understand that Papercut functions differently with each make/model of machine. Please explain caveats or information the district should know about how Papercut interfaces with the vendors proposed hardware.
- 4) Detailed technical specifications for the vendor's choice of Print Shop Automation software.
  - a. Please give as much detail as possible to how this software will work, detailing workflow for our end users, and production operator.
- 5) Detailed Service and Performance Plan (see page 5)
- 6) Finally, please provide pricing, by filling out the attached Price response sheet.
  - a. Please note: the only pricing that will be accepted and considered is the pricing on the price response sheet. Incomplete price response sheets will result in rejection of the bid, unless accompanied by an explanation.

Proposals should be provided as both printed copies AND in electronic PDF format. Electronic copies may be emailed to [elind@pekinhigh.net](mailto:elind@pekinhigh.net) or submitted on USB Flash Drive (non-returnable) and included with the printed copies. Proposals should be sent to the following:

Copier Replacement RFP 2018  
 Pekin Community High School District #303  
 320 Stadium Drive  
 Pekin, IL 61554



Emailed proposals must NOT include any attachments in “.zip” format.

### **On-site Walkthrough**

Prospective vendors will be given the opportunity for an on-site walkthrough of our building. The purpose of this walkthrough is to give vendors the opportunity to find potential physical issues in placement of machines- this includes, but is not limited to- Power constraints, space constraints, identifying stairs and other obstacles, etc. Vendors will be walked to each location the district plans on placing equipment. District IT staff will not answer any questions related to our current fleet, or the RFP. If Vendors have questions related to the RFP, please submit them using the process outlined in the next section.

Prospective vendors may arrange for a site inspection (up to 1 hour) during normal school offices hours (7:30AM – 3:30PM, Monday-Thursday) with a minimum 3-day advance notice. Vendor representatives will be escorted by district technical personnel and will be required to present an official state/federal photo ID upon arrival. Please contact Eric Lind ([elind@pekinhigh.net](mailto:elind@pekinhigh.net)) to make arrangements.

### **Response to Vendor Questions**

Due to the large number of potential bidders, the District is requiring that all vendors submit their questions in writing. The District will not participate in phone/conference calls, or Face-to-Face meetings to answer vendor questions around the RFP.

Questions will be accepted starting October 5<sup>th</sup> through October 19<sup>th</sup>. Responses to questions will be posted on the districts website ([www.pekinhigh.net](http://www.pekinhigh.net)) by end of day October 24<sup>th</sup>.

Please submit all questions to [elind@pekinhigh.net](mailto:elind@pekinhigh.net)

### **Subcontractors**

If the vendor intends to use subcontracts in the performance of any work in connection with the requirements of this RFP, it must be clearly stated in their response. The vendor’s response shall include a description of which portion(s) of the work will be subcontracted, the names and addresses of potential subcontractors, and expected amount of money each will receive under the contract.

The vendor may not use the services of other contracts or subcontractors not named in the RFP without prior permission of the district.

### **Presentations**

The district reserves the right to request (and require) the vendor to make a presentation at the vendor's expense.

### **Demo Equipment**

The district reserves the right to request exact model demo machines to be delivered, at the vendor's expense, and used by the district during our evaluation period.

### **Evaluation**

All proposals submitted in response to this RFP will be evaluation by district personnel. The district intends to award the equipment and services in this RFP to, in the opinion of the district, the most qualified vendor. The district will be basing these qualifications around resources, service levels, references, technical expertise, and cost.

### **Service Specifications**

As proposers formulate their service, maintenance, and supply plans, the District reminds them of the demanding environment their equipment will be expected to reliably perform within. Document processes needs now extend to all hours of the day with peak hours between 7:00am and 4:00 pm through the school year.

With this in mind, the District asks vendors to submit detailed plans that clearly demonstrate how they intend to fully support the copy and print fleet throughout the school year.

A list of requirements that the district feel are ideal service, maintenance, and supply solutions appears below.

### **Service**

- 1) 4 hour response time to service calls placed during District hours ( 7:30am to 4:00pm ) with 1 hour response time if more than 6 copiers/ printers are out of service at one time.
- 2) 2 hour response time to any issues with the District's production printer.
- 3) 1 hour confirmation of service call receipt

- 4) 1 business day maximum downtime for equipment
- 5) Replacement of chronically malfunction machines upon district demand
- 6) No cost equipment moves and relocations (48 hours advance notice)

### **Service Management**

- 1) Centralized equipment monitoring and management system for district staff to utilize.
  - a. Mass changes of machine settings
  - b. Basic monitoring and reporting of machine issues/low supplies.
- 2) Ability to initiate service via web / phone
- 3) Confirmation of service
- 4) Detailed logs of service within 1 week of service
- 5) Escalation path provided by vendor when service is not acceptable.

### **Service Conduct**

- 1) Vendor personnel must comply with all district policies regarding employee conduct while on district property
- 2) Vendor personnel must be factory trained, uniformed, and clearly identified with an ID badge.
- 3) Vendor personnel must fully cooperate with district personnel in the timely resolution of request
- 4) The district is not responsible for injuries, accidents, or workplace infractions while on district property.
- 5) The district is not responsible for parking infractions, moving violations, fees or fines incurred by vendor while on district property
- 6) The district is not responsible for any tools, computers, equipment, or personal items brought onto campus by vendor personnel.
- 7) All copies or “clicks” made by vendor personnel in the performance of their maintenance duties must be deducted from the district’s overall cost.

### **Supply Capabilities**

- 1) Monitoring and management system should, at a minimum, allow for remote monitoring and possible automatic recording of consumables
- 2) Vendor will allow the district to back stock toner/supplies per/machine.
- 3) Technicians must carry ample parts inventory to return all equipment to service within one business day.

- 4) Parts supply/warehouse must be within 40 miles of 420 Stadium Drive, Pekin Illinois 61554, and the ability to overnight parts at no cost to the district.
- 5) Parts and consumables such as staples, will be supplied upon request by district personnel within one business day and the vendor will supply all contact information and instructions necessary to place such orders.

### **District Copy/Print allotment**

The district seeks an allotment of copies/clicks annually over the term of the contract. The district requests that all overages be billed annually

B&W----6,000,000

Color----40,000

### **Output Management Specifications**

One of the districts primary goals moving forward is reducing waste, improving efficiency, and add automation. The district has worked with several software vendors, and has spoken with several other districts regarding output management. The district feels that Papercut is well suited for our environment, and will be the product of choice in regards to output management. (With exception to the print shop)

The district is looking for the following key items.

- 1) All machines should be included in the output management system. Licenses shall be obtained for each device listed. (Unless otherwise noted)
- 2) Licenses for 300 end users
- 3) Must provide full accounting and reporting of all devices.
- 4) Must provide “Follow-me” printing and device authentication utilizing HID fobs, keyboard entry, and RFID (or any combination as specified).
- 5) Must provide secure mobile printing, including accepting print jobs from email or Google Print Services
- 6) Must provide job routing of print jobs
- 7) Must be able to enter provides for each type of job including impression cost, paper cost, paper size, stable cost, etc.
- 8) Must provide full scanning functionality integrated with Active Directory and email.
- 9) Machine authentication shall be tied directly to google via google SSO. Once authenticates to the machine, they should be automatically signed into their google account for scan to Gmail/Drive.

- 10) System and software updates should be provided for the duration of the contract and a minimum 8 hours per year of advanced support. Basic support includes installing regular software and driver updates, troubleshooting of driver conflicts/issues, troubleshooting configuration issues, answering basic questions, provisioning and re-configuring machines for Papercut, etc.

### **Output management- Print Shop specific**

The district currently runs a print shop with one production printer. One of the districts goals is reducing costs by pushing more volume to this machine. In order for the districts to make this goal a reality, the district is in need of software to assist in bringing efficacy to this process. The district hopes to automate this process as much as possible.

#### Current Process—

- 1) End user prints physical copy(s) of paper needing copied.
- 2) End user fills out print shop request form, selecting options for their job. ( Staple, hole punch, two sided, etc)
- 3) End user walks document and form to the office.
- 4) Print shop operator runs job.
- 5) Print shop operator sends email alerting the job is done.

#### Future Goals—

By utilizing print shop software, the district is hoping to achieve the following workflow.

- 1) End user takes document and uploads into [insert vendors software of choice]
- 2) End user selects options for their job (Staple, hole punch, two sided, etc)
- 3) End user sends the job electronically to the print shop.
- 4) Print shop operator receives the job electronically, and approves/ denies the job to run.
- 5) If approved, the machine starts and runs the job, with minimal human interaction (Other than changing paper type, size, color, supplies, etc)
- 6) End user gets an email alerting them their job is done and ready for pickup.

#### Other requirements

- 1) Jobs must still be tracked and accounted for through Papercut.
- 2) Web based job submission, with SSO through Active Directory or Google.
- 3) Print operator view must be accessed from multiple locations.

Although these are the districts specific goals, the district understands that making this workflow possible could be somewhat complicated. The district encourages vendors to submit ideas, and propose alternatives to the districts future goals for the print shop. The big thing the district is looking for is more automation, and less human interaction/error. Prospective vendors should feel free to propose software and solutions outside of paper cut to achieve these specific print shop goals.

## **Device Specifications**

Below are the minimum specifications for all devices. Please use these as a baseline for machines listed in the device schedule (Appendix A). Additional features will be added per machine in the device schedule (Color, Hole punch, Fax, etc.)

### **New Equipment Specification**

- 1) The primary objective for the district is ease of use and reliability to our users. Users must have the flexibility to utilize any machine throughout the school district.
- 2) All hardware must be **NEW**, no factory refurbished, used, or off-lease equipment will be considered.
- 3) Appendix B outlines the district's current average monthly print volumes.
- 4) At a minimum, the vendor should specify hardware that meets or exceeds the current units. The vendor is encouraged to supply more information on features or options that could be beneficial to the district that the district may be unaware of. The district will emphasize the combination of equipment and services costs, equipment quality and durability, overall hardware cost, and service commitment in its evaluation. The district reserves the right to modify these requirements at any time.

Below are the base specifications for all machines. The district would like to stay as close to these specs as possible, but also reserves the right to work with the vendor of choice to make minor changes.

### **Device A**

Copier/Printer- Specifications to meet or exceed:

- 1) Machine volumes at least 15,000 per month
- 2) Black and White Only
- 3) Minimum 45-pages-per minute Copy / Print speed
- 4) Minimum 100-sheet duplex scan single-pass document feeder – black and white /full color
- 5) Dedicated Envelope Drawer

- 6) Network PCL6 Compatible
- 7) TCP/IP Protocols, SSL, SNMPv2/3
- 8) Minimum 1.5 GB Memory
- 9) Minimum two adjustable 500 sheet paper drawers ( 8.5" x 11" to 8.5" x 14")
- 10) Bypass Tray
- 11) Internal finisher- Stapling
- 12) Full Papercut compatibility

### **Device B**

Copier/Printer- Specifications to meet or exceed:

- 1) Machine Volumes at least 15,000 per month.
- 2) Black and White only
- 3) Minimum 45 pages per minute Copy / Print Speed
- 4) Minimum 50 sheet duplex scan single-pass document feeder – Black and White /Full Color
- 5) Network PCL6 Compatible
- 6) TCP/IP Protocols, SSL, SNMPv2/3
- 7) Minimum 1.5GB memory
- 8) Minimum two 500 sheet drawers (8.5" x 11")
- 9) Full Papercut compatibility

### **Device C**

Printer- Specifications to meet or exceed.

- 1) Machine Volumes at least 2,000 per month
- 2) Black and White only
- 3) Minimum 35 pages per minute print speed
- 4) Network PCL6 Compatible
- 5) TCP/IP Protocols, SSL, SNMPv2/3
- 6) One 500 sheet drawer (8.5"x11")
- 7) Papercut Compatibility

**Device D**

Tabletop MFP-Specifications to meet or exceed.

- 1) Machine Volumes at least 2,000 per month
- 2) Black and White OR Color----(See Device Schedule)
- 3) Minimum 35 pages per minute print/copy speed.
- 4) Network PCL6 Compatible
- 5) TCP/IP Protocols, SSL, SNMPv2/3
- 6) One 500 sheet drawer (8.5"x11")
- 7) Scanning
- 8) Fax ---See Device Schedule
- 9) Papercut Compatible.

**Device E**

Production Printer- Specifications to meet or exceed.

- 1) Monthly Volumes at least 350,000
- 2) Black and White
- 3) Staple
- 4) Hole Punch
- 5) Minimum 110 pages per minute copy/print speed.
- 6) Network PCL6 Compatible
- 7) TCP/IP Protocols, SSL, SNMPv2/3
- 8) High Paper Capacity
- 9) Scanning
- 10) Papercut/Print Shop Software Compatible.

**Install/Setup Specifications**

The district will be installing all equipment/software over the district's winter holiday break. The district requires that all equipment/software be installed, configured, and fully operational before Monday, January 7<sup>th</sup> 2019. The install window will be from December 26-January 4<sup>th</sup>. The district will work with vendors on scheduling during this window. By signing this RFP, the vendor agrees that they will have equipment on the ground, installed, and configured before January 7<sup>th</sup> 2019, and, failure to meet this deadline will result in the vendor applying a credit to this districts account in the amount of \$200 per day, until the environment is fully operational.

Please note: The district understands that not all training will be completed with all individuals before the cutoff date of January 7<sup>th</sup>.



## Appendix A

Device Schedule: Location is the location the machine will be in the school. Base machine specifies what size machine needs to be placed in that location (See page 15-17). If we would like anything added to the machine outside of the “Base”, it will be specified in “Add”

<b>LOCATION</b>	<b>BASE MACHINE</b>	<b>ADD</b>	<b>ADD</b>
Central Office	A	Color, Finisher-Stapler, High Capacity Drawer	Fax
CTE Office	A	Dedicated Envelope Drawer	Fax
CTE Copy Room	B		
B300 Pod	B		
C300 Pod	B		
C300 MAC Lab	C		
B200 Pod	B		
C200 Pod	B		
C200 FLL	C		
AD Office	A	Dedicated Envelope Drawer	Fax
AD Desk	D	Color	
PE Office	C		
SPED Office	A	Dedicated Envelope Drawer	Fax
Principal Office	A	Color, Dedicated Envelope Drawer	Fax
Deans Office	A	Dedicated Envelope Drawer	Fax
Councilors Office	A	Dedicated Envelope Drawer	Fax
Library	D	NO COLOR	
Credit Recovery 1	C		
Credit Recovery 2	C		
G Pod #1	B		
G Pod #2	B		
B&G	A	Color, Dedicated Envelope Drawer	Fax
Nurses Office	D	NO COLOR	Fax
Tech Office	D	Color	
Principals Office Print Shop	E		
Branch Finance	D	NO COLOR	

## **Appendix B**

Bid Sheet: Please use this sheet to provide pricing in response to this RFP. All pricing must be placed on this sheet. This sheet must be filled out in its entirety. If the prospective vendor is unable to fill out a section of this sheet, a reason must be attached to sheet. The district will more than likely be pursuing a lease, but, for comparison would like to see the one time purchase price as well. Pricing proposed outside of this sheet, or in a different format will not be considered. Terms of the published Request for Proposal are incorporated into this Pricing Proposal.

- 1) Having Carefully examined all bid documents, as well as the proposed program, the undersigned BIDDER hereby proposes to furnish all equipment and services set forth, being familiar with local conditions affecting the cost of the work; hereby propose to furnish all labor, materials, equipment, and services required, referred to and described in the complete bid package.
- 2) In submitting this bid, it is understood that the right is reserved by the DISTRICT to reject any and all bids, or parts thereof, and it is agreed that this bid may not be withdrawn during the period of ninety (90) days from the time of the award of the bid.
- 3) The Bidder certifies that the firm will provide a Quality Control review and corrective action plan acceptable to the District within ten business days of the award of the contract.
- 4) References shall include a minimum of five references of similar job scopes over the prior five years, name of company, contact name, and telephone number
- 5) Name, office address and office and cell telephone numbers of BIDDER REPRESENTATIVE assigned to provide on-site management/supervision of work shall be provided at time of contract award.

Copier Type	Quantity	Purchase Price (One Time Payment, Installed + 5 year support for software)	Lease (monthly cost for 5 years with Fair Market Value buyout option after 5 years)
A (Central Office)	1	\$	\$
	Price Each	\$	\$
A (Principal Office and B&G)	2	\$	\$
	Price Each	\$	\$
A (All other A's)	5	\$	\$
	Price Each	\$	\$
B	7	\$	\$
	Price Each	\$	\$
C	5	\$	\$
	Price Each	\$	\$
D (Color)	2	\$	\$
	Price Each	\$	\$
D (No Color)	3	\$	\$
	Price Each	\$	\$
E	1	\$	\$
	Price Each	\$	\$
Equipment Assumed Interest rate			%
TOTAL EQUIPMENT COST		\$	\$
Papercut Accounting Software	300 End Users	\$	\$
Papercut Assumed Interest Rate			%
Print Shop Software	300 End Users	\$	\$
Print Shop Software Assumed Interest Rate			%
TOTAL		\$	\$
	<b>Quantity</b>	<b>B&amp;W</b>	<b>Color</b>
Click Rate (4 decimal places, e.g. \$0.0321)	25	\$	\$
Monthly Service/supply cost on 6,000,000 B&W/ 40,000 Color, <b>overages billed annually.</b>	25	\$	\$

## **Appendix C**

### General Provisions

#### **1. CERTIFICATION**

The undersigned bidder or contractor hereby certifies that he is not barred from bidding on this contract as result of a violation of either the bid-rigging or bid rotation provision of Article 33E of the Criminal Code of 1961, as amended. He also certifies that he has read, understands, and agrees that acceptance by Pekin Community High School District #303 of the bidders offer by issuance of a purchase order (specifications and bidding conditions per bid and bid addendums contained therein) will create a binding contract.

#### **2. NON-COLLUSION AFFIDAVIT**

The undersigned bidder or agent states that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to the refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

#### **3. SEXUAL HARASSMENT**

Each bidder certifies that he has complied with the requirements of §2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies.

The terms of that law, as applicable, are hereby incorporated into this contract. The Pekin Community High School District #303 Board of Education states that it is in compliance with said law.

#### **4. NO SMOKING**

Bidder agrees that he, his employees and sub-contractors, will abide by the District no smoking policy on all District #303 properties.

**5. CONTRACTOR’S PERSONNEL/SUBCONTRACTORS**

- a. The bidder understands that any and all employees or subcontracts working in any capacity under this contract must submit to and pass a background and fingerprinting check at the Tazewell Country Regional Office of Education prior to performing any service within any District #303 facility. The cost of the background checks and fingerprinting are the sole responsibility of the winning bidder.
- b. If any person employed on the work site, in the opinion of the building staff or District Administration, is intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed, by the Contractor, to cease work and vacate the job site immediately.

**6. PERFORMANCE BOND**

Not required

**7. INSURANCE**

The successful Bidder shall expressly bind himself/herself to defend and hold the District harmless from all suits or actions of every name and description. Successful Bidder shall carry coverage with insurance companies filed in the state of Illinois with ratings of at least A-(Excellent) VII in the areas of General Liability, Auto, Workers Compensation and Umbrella.

- a. General Liability Insurance: The successful Bidder shall maintain at all times during the contract Comprehensive Liability Insurance with limits not less than \$1,000,000 for each occurrence and not less than \$2,000,000 aggregate. In addition, a Waiver of Subrogation shall be endorsed on the policy in favor of and naming Pekin Community High School District #303.
- b. Auto Liability Insurance: The successful Bidder shall maintain at all times during the contract Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 aggregate.
- c. Excess Liability: An umbrella policy is required with minimum limit of \$3,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of the liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- d. Workers Compensation | Employers Liability: The Successful Bidder shall maintain at all times during the contract Workers Compensation coverage benefits with statutory limits required in the state of Illinois. Employers Liability coverage shall also be in place in the amount of \$500,000 for coverage for

accident and disease per occurrence and per person. A Waiver of Subrogation shall be endorsed in favor of Pekin Community High School District #303

- e. **Owned/Rented Equipment Insurance:** The Contractor shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Contractor against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Contractor. The Contractor shall require same coverage of Subcontractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Pekin Community High School District #303, or their agents and employees for any losses of owned or rented requirement.
- f. **Contractor’s Obligations:** The procuring of the insurance required under this Contract shall be considered solely as securing Contractor’s obligation or liabilities assumed under the Contract. Contract shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Contractor is approved by Pekin Community High School District #303

The winning bidder shall submit, with 10 days of the bid award, a certification of insurance in force to meet the above specifications. The certificate shall list Pekin Community High School District #303 as an additional insured and shall state that all insurance listed above is primary. Pekin Community High School District #303 shall be notified 30 days prior to any material change in the insurance.

**9. DISTRICT EMPLOYEES/OFFICERS**

Each bidder shall affirm that no Board of Education member, officer or employee of the District, or their immediate family members, is interested financially in the proposed contract.

**10. WAGE RATES**

The general prevailing rate of wages in the locality in which the work is to be performed for each craft or type of work needed to execute the contract will adhere to all Federal Laws and Laws of the State, and to all local ordinances and regulations applicable to the work hereunder, and having the force of law.

**11. OSHA COMPLIANCE**

The contractor while on the premises of Pekin Community High School District #303 shall be responsible for conducting all activities on said premises in accordance with the current provisions of the Occupational Safety and Health Act. Contractor agrees to indemnify and hold harmless Pekin Community High School District #303 for all claims and damages resulting from Contractor’s failure to conduct his/her activities on Pekin Community High School District #303’s premises in accordance with said Act and the related standards.

**12. LIEN WAIVERS**

Where applicable, supporting partial Waivers of Lien for each subcontractor, Supplier and prime contractor must accompany each request for payment. Waivers must spell out exact description of work performed for which Waiver is issued and state whether dollar amount received or amount of work less amount of the contracts for all sub-contractors, supplies and prime contractors. A sworn statement listing sub-contractors and suppliers, the amounts of the contracts must accompany waivers and the amounts requested.

Signature below signifies bidder’s compliance with the requirements above, as well as the requirements of this bid. Signature below also signifies that the contractor agrees with all terms of this document.

**Submitted by:**

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

SIGNED \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_