



***EAST AURORA***  
*SCHOOL DISTRICT 131*

**Bid 2020-9 Personal Protective Equipment (PPE)**

**Bid Due: July 13, 2020 at 2:30 p.m.**

**Contents**

Section I  
Section II  
Section III  
Section IV

Legal Bid Notice  
Invitation to Bid  
Information for Bidders  
Standard Terms and Conditions  
Scope of Work and Specifications  
Certification of Bidder

**EAST AURORA SCHOOL DISTRICT 131**

**PUBLIC BID NOTICE #2020-9**

**PERSONAL PROTECTIVE EQUIPMENT**

**Notice is Hereby Given** that the Board of Education for Aurora East School District #131 will receive bids for Personal Protective Equipment. Sealed bids will be accepted up to but not later than **2:30 p.m. CST, Monday, July 13, 2020**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 at **2:30 p.m. CST, on Monday, July 13, 2020**. All sealed bids are to be mailed/delivered to the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 to the attention of Dr. Ann Williams, Chief Financial Officer. It is strongly recommended that bids are mailed U.S.P.S. (not Fed-Ex or UPS) as our office hours are adjusted due to COVID-19.

Prospective bidders may obtain bid documents from the district website at <https://www.d131.org/business-office/bidding/>. For information regarding this request, please contact the district via email at [bids@d131.org](mailto:bids@d131.org).

All bids are to be enclosed in a sealed envelope clearly marked "Bid #2020-9 – Personal Protective Equipment," and should be delivered to:

Attention:  
Dr. Ann Williams, SFO  
Chief Financial Officer  
East Aurora School District 131  
School Service Center (SSC)-Business Office  
417 Fifth Street  
Aurora, IL 60505

All bids must conform to and be responsive to the bid specifications and be on the bid forms provided by the School District. The District is not responsible for errors or misinterpretations resulting from the use of incomplete bidding documents. Questions regarding the bid documents are to be submitted to the district [bids@d131.org](mailto:bids@d131.org) no later than July 3, 2020 at 2:00 p.m. CST

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all bids, to waive irregularities, and to make all decisions in the best interest of the School District.

**EAST AURORA SCHOOL DISTRICT 131  
INVITATION TO BID – PERSONAL PROTECTIVE EQUIPMENT**

The East Aurora School District 131 Board of Education (the "School District") will receive sealed BIDs for Personal Protective Equipment. Bid instructions and specifications may be secured at [www.d131.org/bidding](http://www.d131.org/bidding). Sealed Bids as described herein and subject to the conditions hereinafter will be accepted until **2:30 p.m. C.S.T. on Monday, July 13, 2020**, at which time they will be publicly opened and read aloud. Bids are to be submitted to

Aurora East School District 131  
Attention: Dr. Ann C. Williams, Chief Financial Officer  
McKnight School Service Center  
417 Fifth Street  
Aurora, IL 60505

A public bid opening will be held at the McKnight School Service Center, 417 Fifth Street, Aurora, IL 60505 at **2:30 p.m. C.S.T. on Monday, July 13, 2020**. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. It is strongly recommended that bids are mailed U.S.P.S. (not Fed-Ex or UPS) as our office hours are adjusted due to COVID-19. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been received by The School District before the deadline. Bids received after the time specified will not be considered.

All BIDs are to be enclosed in an opaque, sealed envelope clearly marked. The name and address of the bidder must be clearly printed on the outside of the envelope. Bids must be submitted as follows:

**#2020-9 Personal Protective Equipment Bid**

Aurora East School District 131  
McKnight School Service Center  
417 Fifth Street  
Aurora, IL 60505

For information regarding the BID specification or opening please contact the district at [bids@131.org](mailto:bids@131.org). The School District reserves the right to reject any or all bids in whole or in part or to accept that which is in the best interest of the School District. The award of a Contract shall be based on the amount of the bid, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all formalities.

## **SECTION I - INFORMATION FOR BIDDERS**

### 1. NOTICE

Notice is hereby given that sealed bids for all material or services outlined on the attached listing for the East Aurora School District #131, Aurora, Illinois (the "School District") shall be received at the Business Office, 417 Fifth Street, Aurora, IL 60505, on or before July 13, 2020 at 2:30 p.m., at which time they will be opened and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.

### 2. BID DOCUMENTS

The Bid Documents include the Invitation to Bid, Legal Advertisement Notice, Contract Terms, Specifications and Bid Form, Certifications, and all other exhibits attached hereto and any and all Clarifications and Addenda issued by the School District. Upon the award and execution of a contract or purchase order pursuant to the Bid Documents, the Bid Documents become the Contract Documents. The Personal Protective Equipment Bid Documents may be obtained on or after June 22, 2020 at 8:00 a.m. on our website, [www.d131.org/bidding](http://www.d131.org/bidding).

Bidders shall carefully examine the entire contents of Bidding Documents to become thoroughly familiar with all requirements. If the specification calls for work to be performed onsite, Bidders are also required to inspect the site of the work to be performed, and familiarize itself with the conditions at the site that will affect the work. The submission of a Bid will constitute an inconvertible representation by the Bidder that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

A complete set of Bidding Documents shall be used in preparing Bids. The School District does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The School District, in making copies of Bidding Documents available on the above terms, does so for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

### 3. SUBMISSION OF BID

Bids shall be complete and properly executed, and when required, accompanied by proper bid security. Bids shall be submitted on the Bid Form included in this packet (or an exact photocopy or facsimile thereof). All bids shall be submitted with each space properly completed. Bidders will be held strictly to the bids as submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a bidder will be construed as an indication that bidder is fully informed as to the extent and character of the materials or service required and can offer the material or services satisfactorily in compliance with the specifications. Bids containing clauses, phrases or other alterations which modify the enclosed Bid Form shall be cause for rejection. Bids shall be signed with the name typed below the signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by name of the

State of Incorporation and legal signature of an officer authorized to bind the corporation to a contract.

Submit bids in an opaque, sealed envelope. Identify the envelope with: (1) Project name, (2) the School District's name and address, (3) name of bidder, (4) type of bid, and (5) BID ENCLOSED. Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, but any resubmission must be received by the bid opening. No facsimile or electronic bid will be accepted.

#### Trade Secrets - Freedom of Information

Consistent with the School District's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the School District as part of this solicitation, and any information or documentation presented to School District as part of negotiation of a contract or other agreement may be made public as required by law.

However, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data ("Data") which Bidder desires remain confidential.

To designate portions of a Bid as confidential, Bidder must:

- A. Mark the cover page as follows: "This bid includes trade secrets or other proprietary data."
- B. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as non-responsive.

All Bids submitted to the School District are subject to the Freedom of Information Act. The School District will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information act or valid subpoena. Bidder agrees not to pursue any cause of action against the School District with regard to disclosure of information.

#### 4. OWNER'S RIGHT TO REJECT BIDS

Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Owner reserves the right to reject a bid which is incomplete, irregular, nonconforming, non-responsive or conditional, or to waive informalities or irregularities in a bid received. Owner reserves the right to accept a bid which in the Owner's judgment is in the Owner's best interests or to reject all bids and not award a contract.

#### 5. EXAMINATION OF SPECIFICATIONS

Each bidder shall acquaint themselves with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise their privileges of the foregoing will in no way relieve the bidder from any obligation with respect to their bid.

Questions, inquiries or notices concerning the substance of the contract documents must be submitted in writing to and received by Dr. Ann Williams, Chief Financial Officer, 417 Fifth Street Aurora, IL, 60505, no later than July 3, 2020. Responses, if any, to questions, inquiries, or notices will be handled in substantially the same manner as addenda. Bidders are responsible for informing themselves about all aspects of the work/supplies/equipment and the contract documents and for informing the School District through a request for interpretation of any ambiguity, error, omission or discrepancy perceived by the bidder. Errors made by the bidder in completing and submitting a bid will not be a basis for withdrawal of or release from the bid once opened.

6. ADDENDA

Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should the bidder be in doubt as to their meaning, they shall at once bring the questions to the attention of the School District for answer and interpretation. The School District will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, the School District will issue an addendum to all bidders of record in which the interpretation will be made. The School District will make no interpretations orally and only instructions in writing will be deemed valid. The School District will not be responsible for any oral instructions. All questions must be submitted in writing before 2:00 p.m. on Friday, July 3, 2020, so necessary addenda can be delivered. It is the responsibility of the bidders to be certain they have received the issued Addenda. Addenda will be posted to the district website no later than July 7, 2020. All addenda to bidders are to be incorporated into bid proposals and will become part of the bidding documents.

7. QUALIFICATIONS OF BIDDER

- a) The bidder shall furnish the District with three (3) references, indicating the company/entity name, address, phone number and contact person. Bidders must have the personnel, facilities, equipment, financial resources, and time to perform the services required under this contract.
- b) The successful bidder must agree to assist the School District staff in evaluating the efficiency and effectiveness of resource allocation.
- c) The School District may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

8. LATE BIDS

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

9. CONDITIONAL BIDS

Qualified bids are subject to rejection in whole or in part.

10. WITHDRAWAL OF BIDS

Bidders may withdraw their Bid at any time prior to the date and time for Bid opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the Business Office. Bidders must make their own arrangements for the return of their bids.

#### 11 ERRORS IN BIDS

When an error is made in extending total prices the unit bid price will govern. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve bidder. Erasures or changes in bids must be initialed.

#### 12. DELIVERY OF MATERIALS

- a) Delivery of supplies will be drop-shipped to the addresses indicated on the purchase orders.
- b) All deliveries of supplies will be unloaded and delivered by the bidder's staff or freight company's staff.
- c) All orders must be acknowledged with an order confirmation within 48 business hours upon receipt of purchase order.
- d) Delivery must be made by date specified either in bid documents or purchase order. Purchase order(s) may be canceled without obligation by the School District if delivery requirements are not met.
- e) All deliveries must be made on business days, between the hours of 8:00 a.m. and 3:30 p.m. unless otherwise specified by the School District.
- f) The bidder shall furnish all materials and labor required to complete the bid specifications to owner's satisfaction. The bid proposal shall include freight and/or cartage for any delivery.

#### 13. AWARD OF CONTRACT

It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. The Board of Education reserves the right to award each item to different bidders or all items to a single bidder. The bidder acknowledges the right of the School District to reject any and all bids and to waive informality or irregularity in any bid received. Any such decision shall be considered final. The School District further reserves the right to disregard all non-conforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or project will be completed in accordance with the proposed contract documents.

#### 14. BID ACCEPTANCE

If written notice of the acceptance of this Bid is received by the undersigned within 45 days after the date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into and execute a Contract with the Owner in accordance with this Bid as accepted and in a form acceptable to the Owner.

#### 15. BID OPENING

Bids will be opened and read publicly immediately after the deadline for the submission of Bids has passed. Announcement of the Bids and the apparent low Bidder are neither final nor binding. All Bids and Bid Documents are subject to review by the Business Office to determine the lowest responsive and responsible bidder and whether a contract will be awarded.

16. EFFECTIVE TERM OF BID

Unless a Bid is expressly rejected by the School District, all Bids will remain in effect for sixty (60) days subsequent to the Bid opening. The School District may request that Bidders extend the effective period of their Bids. Such requests shall be in writing, and will require the Bidders' written consent to the extension.

Bidder may not withdraw or cancel or modify its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids.

17. EVALUATION OF BIDS

Determination of Responsiveness

The School District will review Bids to determine whether they conform to the requirements of the Bid Documents.

Mathematical Calculations

The School District reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the face of the bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error, the Unit Price will prevail.

18. NOTICE OF AWARD

A written award of acceptance of bid or purchase order will be emailed (or otherwise furnished) to the successful Bidder, within the time for acceptance specified in the Invitation to Bid, and shall be deemed to result in a binding contract without further action by either party.

This bid may be awarded in whole or in part by item.

A Bidder that is awarded a contract will be solely responsible for all costs arising from and associated with that Bidder's (i) failure to comply with the requirements of the Bid Documents, including, without limitation, this requirement to inspect the Bid Documents and site of the work, and (ii) failure to include any costs or expense attributable to site conditions that could have reasonably been discovered through a site inspection or examination of the Bid Documents.

19. COMMUNICATIONS

All communications, requests, questions, and so forth, shall be addressed to the district at [bids@d131.org](mailto:bids@d131.org).

20. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT

During the performance of this contract, the vendor agrees to the following:

- a) The vendor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under

the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.

b) The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

c) The contractor will cause the foregoing provisions to be inserted in all Sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

d) In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

## 21. INSURANCE

Bidders shall procure and maintain at their own expense, insurance until contract completion and during the time period following completion if contractor is required to return

## 22. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the School District, its officers, employees, servants and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by the School District arising out of:

- Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:  
Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract or acts of the Contractor or its employees or agents.

23. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

24. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, Federal Excise Tax and any other such applicable tax.

25. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

26. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5/33E-3, 5/33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

27. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are

included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

28. The successful bidder must enter into the agreement in the form included in the Bid Document.

29. DEPARTMENT OF LABOR STANDARDS

The Contractor shall comply with all applicable laws and regulations including, but not limited to U.S. Department of Labor and Illinois Department of Labor standards, Equal Employment Opportunity requirements, the "Illinois Prevailing Wage Act" ( 820 ILCS 130/0.01 et. seq.), the "Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et. seq.), the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and the Illinois Drug Free Workplace Act (30 ILCS 580/1) as much as if bound to or repeated in the contract General Conditions.

The successful bidder, where applicable, shall comply with all mandates of the Prevailing Wage Act, including submission with all invoices and or pay requests a monthly certified payroll to the School District, accompanied by a certification that the records are true and accurate, the hourly rate paid to each worker is no less than the applicable prevailing wage and that the contractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor. Also, in accordance with the Prevailing Wage Act any contractor or sub-contractor, or agent or representative thereof, doing public work who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker and mechanic employed by him, in connection with the public work, or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this Act is guilty of a Class A misdemeanor, which has a penalty of imprisonment of up to one year.

30. CRIMINAL BACKGROUND CHECKS

In accordance with section 10-21.9 of the Illinois School Code, the School District, in conjunction with the Illinois Department of Law Enforcement, is required to obtain a criminal background check for all employees working on school grounds who may come in contact with students. As a condition for any employee of the successful bidder performing services on any school grounds, the successful bidder must submit a list of such employees, with the information required to be submitted to the Department of Law Enforcement, and a signed consent from each such employee authorizing the investigation. Suppliers agree to execute any forms or documents required for this purpose.

31. The successful bidder shall, as contemplated by Section 10-20.40 of the Illinois School Code, certify to the School District:

whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 et.seq.]; and, whether the bidder is a locally owned business.

For purposes of compliance with this section a "locally owned business" means a business concern where the management or daily business operations are located within a 10 mile radius of the Administrative Offices of District 131.

## **SECTION II - STANDARD TERMS AND CONDITIONS**

### 1. SEVERABILITY

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

### 2. ENTIRE CONTRACT

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### 3. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its contract or its right, title or interest therein, or its power to execute such contract, to any other person, firm or corporation, without the previous written consent of the School District, but in no case shall such consent relieve the Contractor from its obligation, or change the terms of the Contract. The Contractor must notify the School District, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the School District's discretion.

### 4. SUBCONTRACTING

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the School District; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the School District of the names of all Subcontractors to be used and shall not employ any that the School District has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on School District contracts.

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the School District is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the School District; any substitution of a Subcontractor without the prior written consent of the District is null and void. The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the School District, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the School District, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for the School District approval.

### 5. GOVERNING LAW AND JURISDICTION

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. In State court, venue shall be in the County of Kane. If in Federal Court, the Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of Federal courts located within the County of Kane, State of Illinois.

6. INDEPENDENT CONTRACTOR

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the District. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the District.

7. AMENDMENTS

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor and the District, unless specifically allowed for by the Contract Documents.

8. COMPLIANCE WITH ALL LAWS

GENERAL

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, and regulations to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and pay for and obtain all permits, licenses, certificates, fees and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

COMPLIANCE WITH ENVIRONMENTAL LAWS

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

9. COLLUSIVE BIDDING

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

10. RESPONSIBILITY FOR HAZARD CLEAN UP (NOT REQUIRED OF THIS PROJECT)

It shall be the responsibility of the bidder to pay all costs incurred from a cleanup associated with an environmental hazard created by way of release, spill, leak or other means of contamination caused by the actions of the bidder.

11. SAFETY REQUIREMENTS

- The contractor and all persons and subcontractors employed by him will comply with all applicable OSHA regulations.
- Work areas shall remain broom clean and free from obstruction.

12. WARRANTY

- The Contractor shall warrant that the new equipment, material and workmanship is free from any defect for a period of one year from the date of final acceptance or the date of beneficial occupancy by the Owner, whichever comes first, unless the equipment manufacturer's warranty extends beyond one year.
- Extended manufacturer's warranties shall clearly state the start date of the extended warranty, the length of the extended warranty, and detailed information as to exactly what is covered by the extended warranty.
- The Contractor will respond without delay when notified of any such defect in equipment, material or workmanship, and shall correct the defect as quickly as possible.

13. NOTICE TO PROCEED

The District will issue a Notice to proceed to the Contractor after receipt of the required insurance certificate, schedule and other pertinent items. The Contractor shall not commence any work at the job site until the Notice to Proceed has been issued and the school principals have been notified in advance of the commencement of work.

14. CANCELLATION

In the event that the Contractor at any time fails to comply with any of the terms or conditions set forth in this agreement, or should the School District determine that the Contractor is in any other way unfit, unqualified, or unable to perform, the School District shall give ten(10) days' notice in writing to the said contractor. In the event the Vendor does not remedy such failures within ten (10) days from the receipt of such notice the agreement may be terminated.

Furthermore, if the School District must contract the service of others because of failure of the Contractor to provide such services under this contract, the Contractor shall assume all costs incurred by the School District.

15. GENERAL GUARANTY

The Contractor shall save the School District, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.

16. WORK PERFORMED ON SCHOOL DISTRICT PROPERTY

Contractor's personnel will exercise safe and sound business practices with the skill, care, and diligence normally shown by professional technicians employed in the type of services required under this Contract.

17. CLEAN -UP

Contractor must, during the performance of services, remove and dispose of all materials the resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the School District. Upon completion of the work activities, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operations.

**SECTION III - SCOPE OF WORK AND SPECIFICATIONS**

3.1 GENERAL

These specifications are for PERSONAL PROTECTIVE EQUIPMENT for schools and service centers in East Aurora School District 131, 417 Fifth Street, Aurora, IL 60505. Personal Protective Equipment included on this bid are hand sanitizers, dispensers, safety masks ,thermometers, desk and face shields.

3.2 BASIS OF BID

Bid is based on bid price per item.

3.3 BID SUBSTITUTES

Any bid substitutes shall include a complete and accurate description of the substitute. Bidders will be requested to furnish a sample of alternate product.

3.4 ACCEPTABILITY OF PRODUCT

The School District reserves the right to determine acceptability of product delivered and to reject any products deemed to be unacceptable. Vendor will be prepared to replace rejected items immediately.

3.5 COMPLETE BID

The bid proposals presented must include all costs associated with purchase of the products/services indicated. The winning bidder will not be reimbursed beyond the amount indicated on Exhibit A.

## BID SPECIFICATIONS

Personal Protective Equipment including hand sanitizers, dispensers, safety masks, thermometers, desk and face shields are specified as follows:

### A. TOUCH FREE HAND SANITIZER DISPENSER

- WIDTH INCHES 6-1/2
- DEPTH INCHES 4-1/2
- HEIGHT INCHES 11-1/4
- CAPACITY 1200 ML
- COLOR FINISH WHITE
- BRAND PURELL (or equivalent)
- CONSTRUCTION PLASTIC
- DESCRIPTION TFX TOUCH FREE (or equivalent)
- MFR PART NUMBER 2720-12 (or equivalent)
- PACKAGE QUANTITY 1
- STYLE AUTOMATIC
- TYPE PURELL HAND SANITIZER-TOUCH FREE DISPENSER (or equivalent)
- WALL-MOUNTABLE YES

### B. INSTANT HAND GEL SANITIZER REFILL

- CAPACITY 1200 ML pouch with twist off cap (or equivalent)
- BRAND PURELL (or equivalent)
- DESCRIPTION HAND SANITIZER GEL REFILL
- MFR PART NUMBER 5392-02 (or equivalent)
- Hand Sanitizer must comply with the recommendations of the CDC and contain at least 60% alcohol. Hand sanitizer that contain moisturizers, contain no fluorinated chemicals, and work in as little as 15 seconds are preferred.

### C. 2 OZ. INSTANT HAND GEL SANITIZER

- CAPACITY 2 OZ
- BRAND PURELL (or equivalent)
- DESCRIPTION PURELL BOTTLES WITH FLIP CAP (or equivalent)
- MFR PART NUMBER GOJ 9651 (or equivalent)
- TYPE FLIP CAP BOTTLE-ORIGINAL
- Hand Sanitizer must comply with the recommendations of the CDC and contain at least 60% alcohol. Hand sanitizer that contain moisturizers, contain no fluorinated chemicals, and work in as little as 15 seconds are preferred.

### D. 10 OZ. INSTANT HAND GEL SANITIZER WITH PUMP

- CAPACITY 10 OZ
- BRAND PURELL (or equivalent)
- DESCRIPTION PURELL BOTTLES WITH PUMP (or equivalent)
- D. MFR PART NUMBER GOJ 9651 (or equivalent)

- E. TYPE PUMP BOTTLE-ORIGINAL
  - Hand Sanitizer must comply with the recommendations of the CDC and contain at least 60% alcohol. Hand sanitizer that contain moisturizers, contain no fluorinated chemicals, and work in as little as 15 seconds are preferred.
- E. EAR BAND DISPOSABLE SAFETY MASKS
- Three Dimensional structure, three-layer design and adjustable nose bridge
  - Non-Medical Grade.
- F. NON-CONTACT INFRARED THERMOMETER
- Infrared technology that gets 1-second results
  - Forehead, no-contact measurement
  - Large LCD screen with 3 backlit colors: green, orange & red
  - Alarm sounds if exceeding preset temperature
  - 3 Modes: human body, surface or room
  - 32 Sets of data storage
  - Auto-Shutoff function support
  - 1-button operation
  - Requires 2 AA batteries (sold separately)
- G. FACE SHIELDS
- Full length 9" Clear Face Shield
  - Optically clear, distortion-free wrap-around face shield
  - Protects mask and face from direct splatter; prolongs mask life.
  - Anti-fog treatment on inside and outside of shield.
- H. DESKTOP PROTECTIVE SHIELDS
- 30" x 23.5" x 3/16" or 1/4" poly carbonate desk top protective shield
  - Side shields 11.5" x 30" wings

Vendors are requested to offer only comparable equipment which will provide the equivalent capabilities, features and diversity called for herein. The District reserves the right to evaluate all bids for suitability for the required use and to award the one best meeting requirements and considered to be in the Districts best interest. Manufacturer's name and model/catalog numbers used are for the sole purpose of identification and to establish general quality level desired. Such references are not intended to be restrictive and comparable products of other manufacturers will be considered. However, Vendors are cautioned that any deviation from specifications must be pointed out in its bid. Also Vendor must include with its bid sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the specified item.

Any proposed deviations from the Requirements or Specifications identified in this solicitation must be clearly described by the Vendor. Otherwise, it will be considered that what is proposed by the Vendor is in strict compliance therewith, and the successful Vendor will be held responsible for providing the required goods and services. Deviations

must be explained in detail below or on an attached sheet. However, deviations generally are disfavored and no implication is made or intended by the District that any deviation will be acceptable.

**Ordering and Delivery Specifications:**

Price must be submitted by item. Items will be ordered/delivered as needed throughout the year. Anticipated initial order quantities are included on the Bid Form. Valid orders must accompany a written purchase order. Verbal purchase orders will not be honored.

**Delivery:** Bidder must guaranteed delivery of product by August 1, 2020. Bidder must be capable of accepting online, phone and fax orders. Orders must be drop shipped the Buildings and Grounds Service Center located at 411 Hill Avenue Aurora, IL. All deliveries of goods will be unloaded and delivered by the vendor's staff or freight company's staff.

**Payment Method:** Bidder must be able to accept Purchase Orders or Purchase credit cards. Most orders will be placed via Purchase Order. Bidder must disclose any additional charges if credit card is used.

**Samples:** Samples of each bid item must be submitted with each bid.

**Period of Contract:** July 21, 2020 - June 30, 2021

**CONTRACT TERMS, SPECIFICATIONS & BID FORM**

The term of the contract shall be July 21, 2020 – June 30, 2021. Quantities requests are for the initial order. There is no guarantee of usage, and orders will be placed on an as needed basis. Bidder must initial this space showing they have read and understand this statement.

Initial \_\_\_\_\_

The Bidder/Seller agrees to hold the prices in its offer firm for one year. Board of Education reserves the right to terminate the Contract for convenience upon 90 days prior written notice, in whole or in part at any time, when in the best interest of the School District without penalty recourse.

BIDDER'S NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BIDDER'S TELEPHONE NUMBER: \_\_\_\_\_

BIDDER'S FAX NUMBER: \_\_\_\_\_

BIDDER'S EMAIL ADDRESS: \_\_\_\_\_

**BID FORM**

All per-unit pricing should include inside-delivery charge

<u>Item</u>	<u>MFR and Brand</u>	<u>Per Unit Cost</u>	<u>Initial Quantity Ordered</u>	<u>Total Item Cost for Initial Purchase</u>
Touch Free Hand Sanitizer Dispenser		\$	850	\$
Instant Hand Gel Sanitizer Refill		\$	850	\$
2 oz. Instant Hand Sanitizer		\$	2,000	\$
10 oz. Gel Sanitizer/pump		\$	850	\$
Ear Band Disposable Safety Masks		\$	20,000	\$
FDA Approved Infrared Digital Thermometer		\$	100	\$
Optically Free Face Shield		\$	2,000	\$
Desktop Shield		\$	40	\$
<b>Total Cost for Initial Purchase</b>				<b>\$</b>

The entity(ies) signing this Bid is(are) fully authorized to sign on behalf of the named firm and to fully bind the named firm to all of the conditions and provisions of the Contract. This Bid shall remain valid and not be withdrawn for sixty (60) business days after the bid due date. After having read and understanding all the bid conditions and specifications, I hereby submit the following bid for the purchase and inside delivery of Personal Protective Equipment for East Aurora School District 131 in accordance with said bid conditions and specifications.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2020

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

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Bidder is (check one)

( ) Individual            ( ) Partnership            ( ) Corporation

Name (Typed or Printed): \_\_\_\_\_

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

**Receipt of Addenda:**

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

**ADDENDUM NUMBER**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE OFFICE OF THE CHIEF FINANCIAL OFFICER, EAST AURORA SCHOOL DISTRICT 131 WITH THE UNDERSTANDING THAT SAID DISTRICT BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS. QUOTATIONS SHALL INCLUDE FREIGHT OR CARTAGE FOR SUCH DELIVERY TO OUR BUILDINGS OR OTHER DESIGNATED AREAS AS SPECIFIED.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## References

1.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Email: \_\_\_\_\_

2.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Email: \_\_\_\_\_

3.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

Email: \_\_\_\_\_

**SECTION IV - CERTIFICATION OF BIDDER**

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print): \_\_\_\_\_

Submitted by (Signature): \_\_\_\_\_

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

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print): \_\_\_\_\_

Submitted by (Signature): \_\_\_\_\_

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

The undersigned hereby certifies that having submitted in bid proposal to School District 131 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print): \_\_\_\_\_

Submitted by (Signature): \_\_\_\_\_

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

The undersigned, which has 25 or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127, par. 132.313) that the Bidder 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 Act.

Name of Bidder (Please Print): \_\_\_\_\_

Submitted by (Signature): \_\_\_\_\_

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

**CERTIFICATION BY BIDDER continued**

The undersigned hereby certifies he/she has read, understands, and agrees that acceptance by East Aurora School District 131 of the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print): \_\_\_\_\_

Submitted by (Signature): \_\_\_\_\_

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