



EAST AURORA
SCHOOL DISTRICT 131

ADMINISTRATIVE CENTER

310 Seminary Ave. Aurora, IL 60505
d131.org | (630) 299-5550 | info@d131.org

Automated External Defibrillators (AEDs)
75 Wall Mount

Dear Bidders:

Please make the following notes regarding the enclosed bid:

Specifications may be secured at East Aurora Schools, Buildings & Grounds Office.

310 Seminary Avenue, Aurora, Illinois 60505, (630) 299-8340.

Bid opening will be held at the Buildings & Grounds Department, 310 Seminary Avenue.

Aurora, Illinois 60505, (630) 299-8340.

All bids should be sent to the attention of:

Steven Megazzini
Assistant Superintendent of Operations
310 Seminary Avenue
Aurora, IL 60505

Thank you for your cooperation and time in bidding on our services needed.

Sincerely,

Steven Megazzini
Assistant Superintendent of Operations

AURORA PUBLIC SCHOOLS

EAST SIDE DISTRICT 131
310 SEMINARY AVENUE
AURORA, ILLINOIS 60505

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **Automated External Defibrillators (AEDs)** pursuant to specifications.

PROPOSALS:

Proposals must show grand total price for all items specified herein, unit price and extended unit prices.

Proposals will be received and publicly read aloud by School District 131, Aurora, Kane County, Illinois, at the place, date and time hereinafter designated. You are invited to be present if you so desire.

PLACE: Administrative Center
310 Seminary Avenue
Aurora, IL 60505

DATE: **December 14, 2023**

TIME: **10:00 a.m.**

Proposals received after specified time will not be accepted.

Said proposals will be submitted to Steven Megazzini, Assistant Superintendent of Operations

Proposals must be made in accordance with the instructions contained herein. They shall be submitted on the forms furnished by the School District in a sealed envelope, plainly marked with the Bidder's Name and Address and the notation:

Automated External Defibrillators (AEDs)

AURORA PUBLIC SCHOOL DISTRICT #131

DELIVERY:

- A. Bid items must be delivered within thirty (30) days, from date of execution of purchase order unless specific delivery date is stated on the bid. Purchase order(s) may be canceled without obligation by the School District if delivery requirements are not met. All deliveries must be made on school days only, between the hours of 8:00 a.m. and 3:30 p.m. unless otherwise specified by the School District.
- B. All prices must be quoted Delivered to the Aurora Public School District 131 at project locations specified in this document.

TAX EXEMPTION:

Aurora Public School District 131 is exempt from Federal, State and Municipal taxes.

SIGNATURE ON BIDS:

Aurora Public School District 131 expects the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making their bid, represents that they have read and understands the bidding documents.

BIDDING PROCEDURE:

1. No bid shall be modified, withdrawn or canceled for thirty (30) days after the bid opening without the consent of the Board of Education.
2. *Changes or corrections may be made in the bid documents after they have been issued and before bid are received.* In such case, a written addendum describing the change or correction will be issued by the School District to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, no later than ten (10) days prior to bid due date, notify the School District who will, if necessary, send written addendum to all bidders. School District 131 will not be responsible for any oral instructions.

All inquiries shall be directed to the Director of Operations/or designee/Buildings and

grounds supervisor (Scott Sweigart). After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

1. Each bidder represents that their bid is based upon the materials and equipment described in the bidding documents. **No Substitutions.**

REJECTION OF BIDS:

1. The bidder acknowledged the right of the School District to reject any and all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the School District to reject a bid if the bidder failed to furnish the date required by the bid documents, or if the bid is in any way incomplete or irregular.

BID SECURITY:

1. A Certified Check or Bank Draft, made payable to School District 131, Aurora, and Kane County, Illinois shall be submitted with the bid, in the amount of: **NONE**

PART I

GENERAL CONDITIONS

ARTICLE 1. It is understood that the materials and workmanship on this contract are to be first quality in every respect and that the completed job is subject to the Owner's inspection and approval before final payment is made.

ARTICLE 2. The Contractor agrees to furnish the Owner with certificates of insurance in accordance with the requirements of the Owner.

ARTICLE 3. The activities of each employee of the Contractor shall at all times be directed and controlled by the contractor. The Contractor shall pay all Old Age Pensions, Unemployment Insurance and Social Security Taxes which may be assessed or become due in respect to the work hereunder. The Contractor shall not lend his/her employees to the Owner nor request the loan to him/her of the Owner's employees for any purpose.

ARTICLE 4. The Contractor acknowledges that they have satisfied themselves as to the nature and location of the work, the general and local conditions, particularly those bearing

upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, and physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters upon which information is reasonably obtainable and which can in any way affect the work or the cost thereof under this new contract. The Contractor further acknowledges that they have satisfied themselves as to the character, quality and quantity of surface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the Contractor to acquaint themselves with all available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the new work. The Owner assumes no responsibility for any understanding or representations made by any of its officers or agents during or prior to the execution of this contract, (1) unless such understanding or representations are expressly stated in the contract. (2) The contract expressly provides that the responsibility therefore is assumed by the Owner. Representations made, but not so expressly stated and for which liability is not expressly assumed by the Owner in the contract shall be deemed only for the information of the Contractor.

ARTICLE 5. No part of the work covered by this contract to be performed upon the Owner's premises shall be sublet by the Contractor unless prior written approval of the Owner is obtained. In subletting any such work, the Contractor shall obtain the written agreement of each subcontractor and terms substantially equivalent to the terms herein set forth, and shall require each subcontractor to furnish certificates of insurance substantially equivalent to the terms herein set forth, and shall require each subcontractor to furnish certificates of insurance substantially in compliance with the Owner's insurance requirements.

ARTICLE 6. The contractor guarantees to make good any defects in the completed work which appear within one year from date of completion and warrants that the work will be done in a workmanlike manner and that the completed work will be free from defects in workmanship and material. Neither payment to the Contractor nor any provision hereof shall relieve the Contractor of responsibility under the above provisions or otherwise.

ARTICLE 7. The Contractor, at their own cost and expense, shall provide all manner of materials, labor, tools, equipment and cartage and facilities necessary for the due performance and completion of the work, except as herein provided. The Contractor hereby assumes all risk for injury to the person or property of himself/herself, his or her employees or others resulting from this work, and the Contractor will indemnify and hold harmless the Owner, its officers, agents and employees from any and all claims for loss, damage or expense incurred because of any such injury.

ARTICLE 8. The premises are to be kept in a neat and orderly condition, and unless otherwise specified, all waste and excavated materials and rubbish shall be removed by the Contractor at his own expense.

ARTICLE 9. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations, including the safety rules and regulations of the Owner, bearing on the conduct of said work.

ARTICLE 10. The Contractor shall not at any time suffer nor permit any lien or attachment or other encumbrance to be put on remain on said premises or the work to be constructed thereon for or on account of any work or materials furnished hereunder or to be reason of any claim or demand against the Contractor.

ARTICLE 11. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the specified time, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his right to proceed with the work or any part of the work as to which there has been delay. In such event, the Owner may take over the work and prosecute the same completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore; provided that the right of the Contractor to proceed shall not be terminated under this Article because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or the public enemy, acts of the Government (including, but not restricted to, any preference, priority or allocation order), acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, or delays of the Contractor's subcontractors due to such causes. In which event, the Owner shall ascertain the facts and the extent of the delay and subject to the approval of the Owner extend the time for completion of the work when in their judgment the findings of fact justify such extension.

ARTICLE 12. The contractor shall strictly comply with all fire, safety and security regulations of the Owner and Government authorities. It shall be incumbent upon the Contractor to determine prior to their commencement of work the necessary safety equipment he/she is to furnish and the measures that he is to comply with to meet our safety requirements. During the performance of the work under the contract, the Contractor shall comply with all procedures prescribed by the Owner for the control and safety of persons

visiting the job site.

ARTICLE 13. The Owner reserves the right to alter the work wherever required, but the contract price will be increased or decreased if such changes shall result in an increased or decreased cost to the Contractor.

ARTICLE 14. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing. For breach of violation of this warranty, the Owner shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 15. This contract shall be subject to the written approval of the Owner and shall not be binding until so approved.

ARTICLE 16. The Owner and Buyer, whenever and wherever referred to are synonymous and mean Aurora East Public Schools, District No. 131.

ARTICLE 17. All work shall be executed in a skillful and workmanlike manner, and no one shall be employed who is unskilled in the work which he/she is given to do. Should the Owner deem anyone employed on the work incompetent, or unfit for his/her duties, and so certify, the Contractor shall dismiss him/her, and he/she shall not again, without the Owner's permission, be employed on the work.

ARTICLE 18. The Contractor shall at all times maintain proper facilities and provide safe access for inspection to all parts of the work, and to the areas wherein the work is in preparation. No work shall be enclosed or covered until approved; should any work be covered up without having been approved, it must, if required by the Owner, be uncovered for examination at the Contractor's expense, unless the Owner has failed to inspect same after reasonable notice of its readiness for inspection .

ARTICLE 19. The Contractor shall furnish within a reasonable time, whenever required and in the manner directed, reports showing the progress and status of the work at the building, and in the areas.

ARTICLE 20. Each Contractor, subcontractor, material dealers and any others that provide labor, material or services of any kind, or who do work of any kind in connection with this project for all trades, must comply, at all times, in all respects with all appli-

cable provisions of all federal, state, county and municipal laws, ordinances and statutes including, but in no way limited to, the following federal laws: (a) William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956; (b) Part 1910 Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations; and (c) Part 1518 Safety and Health Regulations for Contractors, Chapter XIII of Title 29, Code of Federal Regulations. This requirement is a part of: (1) contract document, and (b) contract between the owner and each contractor, subcontractor or material dealer as though fully written in each contract.

ARTICLE 21. This contract is subject to compliance with rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity Clause.

Labor

All labor must be paid prevailing wages as determined by the Illinois Department of Labor for the county in which work is performed. Contractor is responsible for providing the District with written documentation of their compliance with the Illinois prevailing wage statute and is responsible for any fines or penalties to the state of Illinois if they are found to be in violation of the prevailing wage act.

CONTRACTORS CERTIFICATION

_____, as part of its bid on a contract
(Name of contractor)

for _____ to _____,
(General description of item(s) bid on) (Name of governmental body)

hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
(Authorized Agent of Contractor)

Subscribed and sworn to
before me this _____ day
of _____

Notary Public

HOLD HARMLESS AND INDEMNIFICATION

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

A. 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.

B. 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

Name of Bidder (Please Print): _____

Submitted by (Signature): _____

Date: _____

Equal Employment Opportunity Clause

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: _____

The undersigned hereby certifies he 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: _____

DISTRICT 131 BID, AED EXTERNAL DEFIBRILLATOR

Company Name _____

NOTE: BID PRICES SHALL REMAIN GOOD FOR A PERIOD OF ONE YEAR FROM DATE OF AWARD. THE APPROXIMATE DATE OF THE AWARD IS Jan. 23, 2024

The bid will be awarded *"All or None"*

LINE	DESCRIPTION	MFG	MODEL	UNIT	QTY	SUBS ACCEPTED	MFG (IF BIDDING OTHER THAN SPEC)	MODEL (IF BIDDING OTHER THAN SPEC)	PRICE	EXT.PRICE	VENDOR
				E A	75	NO					
1	AED – Automatic External Defibrillator-to include a non-rechargeable lithium battery, 2 pairs of adult non-polarized electrodes, carrying case, rescue kit, Quick Start Tool Kit with Training Demo, AED software and data cable, 1 pair of pediatric pads	Zoll Defibtech	AED 3 <u>(Preferred)</u> Lifeline View Automatic <u>(Alternate)</u>								
2	Surface Mounted Wall Cabinet with Alarm										
3	3-D Wall Sign Kit										
									Total Price		