

**Evacuation Chair & Storage Cabinets**

Dear Bidders:

Please make the following notes regarding the enclosed bid:

Specifications may be secured at East Aurora Schools, School Service Center Office.

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

Bid opening will be held at the School Administration Building, Board Room, 310 Seminary Ave. Aurora, Illinois 60505

All bids should be sent to the attention of:

Jesse Vargas  
Director for Building and Grounds  
310 Seminary Ave.  
Aurora, IL 60505

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

Sincerely,

Jesse Vargas  
Director of Buildings and Grounds

AURORA PUBLIC SCHOOLS  
EAST SIDE DISTRICT 131

310 SEMINARY AVENUE  
AURORA, ILLINOIS 60505

**INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for Evacuation Chairs.

**PROPOSALS:**

Proposals must show grand total price for all items specified herein.

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: School Administration Building  
310 Seminary Ave.  
Aurora, IL 60505

DATE: August 11, 2023

TIME: 10:00 a.m.

Proposals received after specified time will not be accepted.

Said proposals will be submitted to Jesse Vargas, Director of Building and Grounds.

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:

**Evacuation Chairs & Storage Cabinets**

**AURORA PUBLIC SCHOOL DISTRICT #131**

**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 No bid shall be modified, withdrawn or canceled for thirty (30) days after the bid opening without the consent of the Board of Education.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 Assistant Superintendent of Operations /or designee/Buildings and grounds personnel. After bids are received, no allowance will be made for oversight by bidder.

#### SUBSTITUTIONS:

1. Each bidder represents that their bid is based upon labor and equipment used to

perform services.

**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 part of this contract 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 applicable 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/VENDOR 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/vendor 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/Vendor)

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, suits, 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: .....

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

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

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

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

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

SPECIFICATIONS AND BID FORM FOR: Evacuation Chairs & cabinets

**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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SPECIFICATIONS**

**General:**

- Emergencies and problems noted by East Aurora School District 131 designee will be resolved immediately.
- Any work done by contractor/vendor that requires additional invoicing must be prearranged with Mr. Jesse Vargas Director of Buildings and Grounds.
- The Evacuation Chairs must:
  1. BE CE Marked

2. Conform to the relevant provisions of the Medical Devices Regulation as a Class 1 Medical Device
3. BE designed and manufactured to [REDACTED] requirements for regulatory purposes
4. BE no heavier than 33lbs.
5. NOT have a maximum payload of no less than 440lbs.
6. Have a maximum width of no more than 21"
7. BE easy to deploy
8. BE single person operation
9. BE ergonomically designed to facilitate ease of use
10. BE designed for optimum passenger comfort and come equipped with passenger arm and foot rests.
11. Accommodate all levels of disability
12. BE able to be use on any surface material within a stairwell
13. NOT require the operator to lift or carry during descent
14. HAVE self-breaking reinforced adjustable friction tracks that adapt automatically to the weight of the passenger
15. BE highly visible and brightly colored
16. HAVE phot-luminescent signage as a way finder
17. HAVE a passenger 4-point harness incorporated and be easily adjustable
18. HAVE flame retardant textile parts
19. FOLLOWING the descent of the stairs, be able to take the passenger to the ultimate point of safety
20. HAVE full product training available to the operator as the product is a Class 1 Medical Device
21. BE regularly maintained in order to comply with Medical Devices Regulation
22. COME with a Lifetime Warranty
23. DUAL Position Adjustable Seating

### Locations and Quantities

	Address	#Chairs	#Cabinets	Price
• Dieterich Elementary	1141 Jackson St.,	1	1	_____
• Bardwell Elementary	550 S. Lincoln Ave,	2	2	_____
• REC Center	417 Fifth St.,	2	2	_____
• Beaupre Elementary	954 Benton St.	2	2	_____
• Rollins Elementary	950 Kane St.	1	1	_____
• Oak Park Elementary	1200 Front St.	2	2	_____
• Fred Rogers Magnet	157 N. Root St	3	3	_____

• Brady Elementary	600 Columbia St.	2	2	_____
• EAHS	500 Tomcat Ln.	4	4	_____
• EAEC	1685 N. Farnsworth Ave.	1	1	_____
• Waldo	56 Jackson St.	3	3	_____
			<b><u>Total Price</u></b>	_____

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE OFFICE OF THE DIRECTOR OF BUILDINGS AND GROUNDS, 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: \_\_\_\_\_

SECTION III

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: \_\_\_\_\_

**EASD#131 Evacuation Chairs and Cabinets Bid legal Ad:**

The East Aurora School District #131 will be accepting Evacuation Chairs and Cabinets bids. Specifications are available on [REDACTED] thru East Aurora School District 131 Director Of Buildings and Grounds Jesse Vargas [jvargas@d131.org](mailto:jvargas@d131.org). Sealed Bids, conspicuously marked, shall be received until [REDACTED] at the District Office, 310 Seminary Ave, Aurora, IL 60505 ATTN: Jesse Vargas, Director of Building and Grounds, at which time they shall be opened and read aloud. Prevailing wage rates shall apply to this Project. Each bid must conform and be responsive to all pertinent bidding and contract documents including Contractor qualifications as specified in said documents.

**EASD#131 Evacuation Chairs and Cabinets Bid Legal Ad:**

*The East Aurora School District #131 will be accepting Evacuation Chairs and Cabinets bids. Specifications are available on [REDACTED] thru East Aurora School District 131 Director of Buildings and Grounds Jesse Vargas [jvargas@d131.org](mailto:jvargas@d131.org). Sealed Bids, conspicuously marked, shall be received until [REDACTED] [REDACTED] ATTN: Jesse Vargas, Director of Building and Grounds, at which time they shall be opened and read aloud. Prevailing wage rates shall apply to this Project. Each bid must conform and be responsive to all pertinent bidding and contract documents including Contractor qualifications as specified In said documents.*