

SKOKIE-MORTON GROVE SCHOOL DISTRICT 69

**INVITATION
TO BID**

Skokie-Morton Grove District 69 will accept sealed bids for:

Audio/Video Equipment and Supplies

Submit your bids to the attention of:

Mr. Justin Attaway
Business Manager/CSBO
Skokie-Morton Grove District 69
5050 Madison Street
Skokie, Illinois 60077
(847) 675-7666

Bids must be received at the above address no later than **11:00 a.m. CST on Wednesday, April 7, 2021.**

Your bid **MUST** be submitted in a **SEALED ENVELOPE CLEARLY MARKED:**

“A/V Equipment - Bid No. 2102”



SKOKIE - MORTON GROVE SCHOOL DISTRICT 69

5050 MADISON STREET • SKOKIE, IL 60077 • (847)-675-7666 • FAX (847) 675 -7675 • WWW.SD69.ORG

March 24, 2021

INVITATION TO BID A/V EQUIPMENT AND SUPPLIES

BID NUMBER: 2102

Bidders are invited to submit bids in conformance with the requirements established by the specifications herewith.

BID OPENING DATE: Bids must be received by 11:00am CST, Wednesday, April 7, 2021, addressed to Justin Attaway, Business Manager, Skokie-Morton Grove District 69, 5050 Madison Street, Skokie, IL 60077.

BID SUBMITTAL: One copy of each pertinent Bid Form must be filled in, executed by the Bidder, and submitted in a sealed envelope which must be clearly marked "A/V Equipment – Bid No. 2102".

RETAILER'S OCCUPATION TAX: Sales of any kind to Skokie-Morton Grove District 69 are exempt from the Retailer's Occupation Tax (both State and Local), federal excise tax, federal transportation tax and the Service Use Tax.

BID: In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the Bidder hereby proposes, offers and agrees if this bid be accepted within ninety (90) calendar days from the date of bid opening to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

REJECTION OF BIDS: The Board of Education reserves the right to reject any and all bids and to waive informalities and any and all irregularities in bidding procedures and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final.

DELIVERY: All items must be available for the school district to take possession and delivered to School District 69 during the week of May 3, 2021.

EQUAL OPPORTUNITY: All bids to be considered by the District shall include a signed statement of compliance with federal and state regulations regarding equal employment opportunity.

Thank you for your participation in this bid process.

Sincerely,

Justin Attaway
Business Manager/CSBO

SKOKIE-MORTON GROVE SCHOOL DISTRICT 69

Audio/Video Equipment and Supplies

Bid Number 2102

INSTRUCTIONS TO BIDDERS

1. GENERAL

A. Bid shall be submitted in an envelope properly marked with the title of the bid, date, and time of opening.

B. Seal and deliver to the Business Office on or before the time scheduled for the opening. 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.**

C. **All bids shall be made only on the bid form provided (or an exact facsimile thereof).** Failure to do so shall cause rejection of bid. All price quotations are to include the units specified, as well as the total price. These price quotations must be made in the spaces provided.

D. Unsigned bids will not be considered.

E. Skokie-Morton Grove District 69 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.

F. Prices quoted shall include all charges for packing, transportation, and delivery to the School Building or District Office as designated on the bid. **All prices must be quoted F.O.B. Destination.** The successful Bidder shall assume full responsibility for all deliveries, shall hold the owner harmless for any and all shortages, and shall take full responsibility of all freight claims. Shipment shall become property of Consignee after delivery and acceptance.

G. Correspondence shall be addressed to the Business Manager.

H. Bids are available for inspection in the Business Office by appointment after the award of orders. No phone, fax, e-mail or letter results will be given.

I. Oral, telephonic, telegraphic, or facsimile transmitted bids will not be accepted. The use of District transmission equipment by Bidders is prohibited.

J. The Board of Education reserves the right to waive any formality or to accept any informality and to reject any or all bids.

K. It shall be mandatory that the Seller will not discriminate against any employee or application for employment because of race, color, religion, sex, national origin or ancestry; and further that he will comply with all provisions of the Illinois Fair Employment Practices Commission as required by the Rules and Regulations for Public Contract.

2. ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and Bidders will be held strictly to the proposals as submitted. Should a Bidder find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Business Manager who will issue the necessary clarifications to all prospective Bidders by means of addenda.

3. MODIFICATION, WITHDRAWAL, OR CANCELLATION OF BID: A bidder may withdraw or modify a bid if written notice of the withdrawal or modification is received by the Board before the date and time specified in the Bid Documents for submission of bids. However, after the closing time for the receipt of bids, no bidder shall modify, withdraw, or cancel a bid for a period of ninety (90) calendar days after said closing time, nor shall the successful bidder modify, withdraw, or cancel a bid after having been notified by the Superintendent or designee that said bid has been accepted by the Board.

4. LATE BIDS

Bids received after the time specified in the Bid Documents will not be considered.

3. FIRM BID

All bids will be considered to be firm for a period of ninety (90) days from the date established for the opening of bids.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by letter, fax, or in person prior to the time and date established for the opening of bids.

5. COMPLETE UNDERSTANDING

Each bidder warrants and represents that he or she has read and understands the Bid Documents in their entirety.

6. SPECIFICATIONS

Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.

7. AUTHORIZED REPRESENTATIVE

Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the Bid Form.

8. INVESTIGATION OF BIDDERS

A. The Business Office will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. If requested, the bidder shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this bid.

B. The Board of Education reserves the right to reject any bid if it is determined that the Bidder is not properly qualified to carry out the obligations of the Contract.

9. AWARD OF BIDS

The Board reserves the right to reject any and all bids, to accept bids in whole or in part, to waive any irregularities or defects in any bid, and to waive technicalities in the bidding should it deem such action be in the best interest of the District. The contract shall be awarded to the lowest responsible bidder, as determined by the Board. The Board of Education will authorize the release of purchase orders upon acceptance of bids. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.

10. COMPLIANCE WITH LEGISLATION

A. It shall be mandatory upon the Contractor(s) to whom a contract for public works is awarded and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor. Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

While participating on public works projects, the contractor and each sub-contractor must submit (monthly) a certified payroll to the District in accordance with the Prevailing Wage Act.

B. It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Human Rights Act (775ILCS 5/1-101) and further that the Contractor will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.

C. The bidder shall at all times observe and comply with all laws, ordinances, regulations, and codes of the Federal, State, County, and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the Contract including, but not limited to, the Illinois Prevailing Wage Act, the Illinois Human Rights Act, the Equal

Employment Opportunity Act, the Illinois Criminal Code.

11. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

12. CONTRACTS

The successful Bidder will be required to enter into a contract incorporating the terms and conditions of this bid.

13. COMPLETION AND DELIVERY TIME

Items must be available for the school district to take possession and delivered to School District 69 during the **week of May 3, 2021**. Shipments shall become property of consignee after delivery and acceptance. Regardless of statements to the contrary, payment terms will begin no sooner than the date of delivery of goods.

14. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a proposal for work on any project, each Bidder shall carefully examine the Contract documents, rely entirely upon its own judgment in making its proposal, and include in its proposal all sums sufficient for it to provide all work required by the Contract documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work which would have been apparent by examination of the documents. By submitting its proposal, each Bidder shall be held to represent that it has made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.

15. DELIVERY POINTS

Deliveries shall be made to Lincoln Junior High School, 7839 Lincoln Avenue, Skokie, IL 60077. There is no loading dock at the delivery site, and delivery should be made inside the front entrance of the building. Delivery will not require stairs or the use of an elevator.

16. SHIPPING INSTRUCTIONS:

Unless otherwise specified, packages must bear the Board's order number and bulk containers must also show gross and net weights and/or quantity. No packaging charge shall be made to the Board unless specified herein. All goods shall be suitably packed and classified to assure the lowest transportation rates consistent with full protection against loss or damage in transit and to meet the carrier's requirement.

17. REJECTION AND CANCELLATION:

The Board reserves the right to reject any goods and to cancel all or any part of this sale if the Seller fails to deliver all or any part of the goods described in the invitation to bid in accordance with the terms, conditions, and the Project Bid Specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate the Board to accept future shipments nor deprive it of its right to revoke any acceptance theretofore given. If the

Seller ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against the Seller, or if a receiver for the Seller is appointed or applied for, or if an assignment of or for the benefit of creditors is made by the Seller, the Board may cancel this order without liability except for deliveries previously made or for goods covered by the Bid Documents then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

18. MISCELLANEOUS

A. Total Price For All Items Bid

A total bid dollar amount, regardless of whether or not you are bidding all items, **MUST** be entered in the appropriate section of the Bid Form before signing and submitting your bid.

B. Late Bids

Bids received after the time specified on the Invitation to Bid will not be considered. The method of transmittal of the bid proposal is at the Bidder's risk of untimely receipt by the School District. The use of District equipment for transmission of bids is prohibited.

C. Payment

Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specifications contained herein. The Board will attempt to make payments for items ordered within thirty (30) days of delivery. Notwithstanding anything herein to the contrary, however, all payments made to the Contractor shall be governed by the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

D. Interpretation of Bid Documents

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to the Business Manager or designee a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the Business Manager or designee. A copy of such addendum will be made available to all bidders on the school district's website. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

E. Title and Risk of Loss:

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not limited to, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by the Seller. Nothing herein contained, however, shall be construed to deprive the Board of its

interest, or limiting such interest, in the goods herein described prior to such actual receipt.

F. Inspection:

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Project Bid Specifications contained herein or the Seller's warranties (express or implied). Rejected goods shall be removed at the expense of the Seller, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Seller shall bear all costs of inspection and all risk of loss. Upon rejection, the Seller shall immediately return full purchase price to the Board.

G. Warranties:

The Seller makes the following warranties to the Board and users of the goods herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods supplied hereunder will be of merchantable quality; (c) any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Seller agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope give to the Board by the Seller. The Seller shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods/services received for a period of one (1) year from date of delivery, unless the Project Bid Specifications require a greater warranty period.

CERTIFICATIONS

A. Drug-Free Workplace

Applicable only to companies with 25 or more employees. The Vendor shall hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) 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 and, further certifies, that the Bidder is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug Free Workplace Act.

The Board of Education states that it is in compliance with said law.

B. Bid-Rigging

The Bidder 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.

C. Prevailing Wages

It shall be mandatory upon the Contractor(s) to whom a contract for public works is awarded

and upon any subcontractor thereof to pay all laborers, workmen, and mechanics employed by them not less than the general prevailing rate of wages in the locality for each craft or type of workmen or mechanic needed to perform such work, and the general prevailing rate for legal holiday and overtime work as ascertained by the Department of Labor (copy attached). Bidders are required to increase wages as necessary during the term of this contract so as to keep current with prevailing wage rates. No changes will be allowed in the amount of this contract as additional compensation for such changes.

D. Background Checks

All contractors or individual vendor representative(s) who have contact with students or perform work in student areas when students are likely to be present need to have a sex offender background check performed before they may work in any District 69 building. By submitting a bid, the vendor agrees that its employees may be checked by the District prior to working on District property.

E. Sexual Harassment Clause

Each Bidder must certify that it has complied with the requirements of Section 2-105 of the Illinois Human Rights Act (Public Act 87-1257) effective July 1, 1993, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract.

F. Non-Discrimination Clause

The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, or disability. Such action shall 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 setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, sex, or national origin.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled,

terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts, in accordance with the procedures authorized in Executive Order of September 24, 1965, and such other sanctions may be imposed and remedies revoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor shall include the provisions of Paragraph A through D in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the best interest of the United States.

The Bidder is directed that all applicable state laws, municipal ordinances, district policies, and the rules and regulations of all authorities having jurisdiction over any aspect of the herein described project shall apply to the Contract throughout, and will be deemed to be included in the Contract the same as though herein written in full; provided that municipal ordinances, policies, practices, and other municipal regulations that create a conflict with the bidding requirements of the Illinois School Code are not applicable.

G. MBE/WBE/DBE Status

Please check one. This firm is a:

- Minority Business Enterprise (MBE) – a firm that is at least 51% owned, managed, and controlled by a minority.
- Women’s Business Enterprise (WBE) – a firm that is at least 51% owned, managed, and controlled by a woman.
- Disadvantaged Business Enterprise (DBE) – a firm that is at least 51% owned, managed, and controlled by a person with a disability.
- This firm is not a MBE, WBE, or DBE.

Please attach copies of any and all MBE, WBE, and DBE certifications.

H. Non-Collusion Affidavit

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

He further says that no persons, firms, or corporation has, have, or will receive directly, any rebate, fee, gift, commission, or thing of value on account of such sale.

NOTE: The Board of Education states that it is in compliance with all applicable laws.

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 90 days of the bid due date, to provide the specified items and/or services or work as described in the specifications and the instructions for the sum shown in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

By: _____
Bidder or Agent

FOR: _____
Firm or Corporation

DATE: _____

BID NUMBER: _____

**APPENDIX A
 BID FORM – PAGE 1 OF 2**

SKOKIE-MORTON GROVE SCHOOL DISTRICT 69

Bid Description: A/V EQUIPMENT

Bid Number: 2102

Bid Submission Date: APRIL 7, 2021

Bid Opening: 11:00 AM CST, APRIL 7, 2021

The Board reserves the right to reject any and all bids, to accept bids in whole or in part, to waive any irregularities or defects in any bid, and to waive technicalities in the bidding should it deem such action be in the best interest of the District.

Delivery Date: The items must be available for the school district to take possession and delivered to Lincoln Junior High School, 7839 Lincoln Avenue, Skokie, IL 60077. Vendor is required to provide notice of delivery three (3) days prior to delivery date. Delivery must occur during the week of May 3, 2021. There is no loading dock at the location, and items must be delivered inside the front entrance of the building. Delivery will not require the use of stairs or an elevator.

Part 1: Provide a total bid for each of the items below at the quantities specified.

Item	Item Description	Quantity Requested	Total Cost
1	Sony 5.2 Channel Home Theater AV Receiver Model: STR-DH590	45	\$
2	HDMI Splitter: 1-In 4-Out Similar to: OREI HD-104	50	\$
3	4K Ultra HD HDMI Cable, Length: 3 feet HDMI Type A to HDMI Type A	250	\$
TOTAL			\$

***No substitutes will be accepted for item 1.**

***Bidders must include specification sheets for proposed products for items 2 and 3.**

***Bid amounts must be inclusive of delivery.**

All questions or clarifications should be submitted to the Business Manager in writing by 11:00 a.m. CST on Wednesday, March 31, 2021. Questions may be emailed to attawayj@skokie69.net

Please check the website below 48 hours prior to the bid due date to confirm no addenda have been issued. It is the responsibility of the bidder to ensure that all addenda have been acknowledged and included in the bid submission.

<http://sd69.org/district-info/finance-and-operations/bids-rfqs/>

**APPENDIX A
BID FORM – PAGE 2 OF 2**

SKOKIE-MORTON GROVE SCHOOL DISTRICT 69

Bid Description: A/V EQUIPMENT

Bid Number: 2102

Bid Submission Date: APRIL 7, 2021

Bid Opening: 11:00 AM CST, APRIL 7, 2021

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4). The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

COMPANY NAME

SIGNED

ADDRESS

TITLE

CITY, STATE & ZIP CODE

DATE

TELEPHONE NUMBER

<p>REMINDER: YOUR BID MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE BID NUMBER AND BID NAME CLEARLY MARKED ON THE OUTSIDE.</p>
