

Request for Proposals

For Automated External Defibrillators
For
Allentown School District

**Proposals Due
Monday, February 7, 2022 by 1:00 p.m.**

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REQUEST FOR PROPOSAL

Allentown School District (“the District”) is inviting proposals from qualified vendors who offer Automated External Defibrillators (A.E.D.s) and provide service for these units that the District may require.

Upon complete evaluation of the submitted proposals, the District will select what it determines to be the most favorable proposal. This request in no manner obligates the District to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written and signed agreement, and may be terminated by the District without penalty or obligation at any time prior to the signing of an Agreement or Purchase Order. The District reserves the right to reject any or all proposals.

All proposals need to be sent electronically in PDF format by email to the following: RFP@allentownsd.org.

Proposals must be received no later than Monday, February 7, 2022 by 1:00 p.m., prevailing time. The District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions prior to the submittal of the RFQ are to be directed to:

Crystal Perez
Assistant Director of Health Services
RFP@allentownsd.org

Crystal Perez is the only contact for this project. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All questions must be submitted via email.

GENERAL RFP TERMS AND CONDITIONS

SCOPE OF SERVICES

The District is requesting proposals/quotes from qualified companies interested in providing Automated External Defibrillators; herein referred to as AEDs. The needs of the district shall govern the amount of services requested by the district during the contract period. The proposer's quality in the delivery of the equipment and services as well as experience with, and knowledge of, local, state, and federal policies which govern the purchase and use of such equipment is of paramount importance to Allentown School District. The model chosen by the District is the Zoll AED 3 model which includes the following specifications:

- Enhanced Real CPR Help technology provides real-time CPR feedback on the rate and depth of chest compressions
- Text and voice prompts provide visual and audible feedback to the rescuer on CPR quality.
- High-resolution LCD touchscreen display with vivid rescue images provides visual guidance to responders
- A CPR cycle timer and a large color bar gauge show CPR compression depth
- Universal one-piece CPR Uni-padz electrodes feature a 5-year shelf life
- RapidShock analysis technology minimizes pre-shock pause time
- Built-in WiFi connectivity can automatically report device readiness and offer fast access to clinical event data, including CPR performance data
- Integrated pediatric rescue: CPR Uni-padz and child-mode selection softkey offers one solution to treat both adults and children
- Built to withstand extreme temperatures and altitude, vibration, and shock
- Rugged design features an IP (ingress protection) rating of IP55 for dust and water
- 5-year smart battery can report its power status
- Post-event support via [RescueNet®](#) Event Summary
- Comprehensive automatic self-tests ensure device readiness
- Semi-automatic and fully automatic configuration
- Export clinical data, update device software, or clone/upload configuration through the USB port

RFP REQUIREMENTS

All proposals should include the following for evaluation purposes:

- A quote on an outright purchase of 27 units of the Zoll AED 3 model.
- A quote on the monthly lease-to-own cost over a 60-month period on 27 units of a ZOLL AED 3 model.
- All quotes to include warranty information and other features and/or services provided.
- A narrative that highlights your experience or knowledge of this equipment.

EVALUATION CRITERIA

To ensure consideration for this invitation the following criteria must be met:

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- all proposals must be complete and include confirmation that service provider supplies this particular Zoll AED 3 model and meets all criteria listed above.
- All bidders must accept and comply with the mandates set forth for any contracts that are funded with Federal Funds as outlined in Addendum 1, Appendix A.

SCORING

Awarding of this bid will be based on a combined score consisting of ratings on all RFP requirements and evaluation criteria and total cost of services, all parts being equal and nothing weighted.

SCHEDULE

The purchase of these units is expected to be mid-February, 2022.

SUBMISSION

- Proposals must be submitted by Monday, February 7, 2022
- All proposals need to be sent electronically in PDF format by email to RFP@allentownsd.org.

**ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN STREET
ALLENTOWN, PA 18102**

**ADDENDUM NUMBER 1
TO**

REQUEST FOR BIDS

To: Prospective Bidders

This Addendum No. 1 forms a part of the Contract Documents and modifies the original Request for Bids dated February __ 2021, as noted below. Each prospective bidder shall acknowledge receipt of this Addendum No. 1 in the space provided.

1. The Contract Documents shall include the attached Appendix A, as required by applicable Federal funding regulations. The successful bidder, by execution of this Addendum, acknowledges and accepts responsibility for compliance with the Federal contract provisions set forth in Appendix A.

NOTE: ALL BIDDERS MUST SUBMIT WITH THEIR RESPECTIVE PROPOSALS THIS CONFIRMATION OF RECEIPT OF THIS ADDENDUM NO. 1. PLEASE PRINT COMPANY NAME, SIGN AND DATE THIS PAGE.

Receipt Acknowledged By: _____

Print Name: _____

Company: _____

Date: _____

APPENDIX A

THIS APPENDIX A INCLUDES THE FOLLOWING DOCUMENTS:

1. Termination Clause.
2. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
3. Standard Federal Equal Employment Opportunity Clause.

1. TERMINATION CLAUSE

Owner May Terminate for Cause

A. Owner may terminate the Contract for cause if Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors or suppliers for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
3. disregards applicable Laws or Regulations;
4. otherwise materially breaches a provision of the Contract Documents;
5. fails to abide by the contract schedule, and fails within three (3) days after receipt of written notice to correct any scheduling problems or provide required scheduling information; or
6. Contractor or any of its Subcontractors or suppliers is suspended or debarred by the Commonwealth of Pennsylvania, any other state, or the federal government.

B. If one or more of the events identified in the preceding paragraph A. occurs, Owner may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph B, above, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor no later than 45 days after the Owner has tabulated and paid all of the aforesaid expenses. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner as to their reasonableness and, when so approved, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed. This paragraph shall survive the expiration or sooner termination of the Contract.

D. Notwithstanding Paragraphs B and C, above, Contractor's services will not be terminated if Contractor cures such failure within seven (7) days of receipt of notice of intent to
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terminate. Owner may then terminate the Contract at any time after the expiration of such seven (7) day cure period if Contractor does not cure such failure during the cure period. However, if Owner reasonably deems that such failure cannot be cured within such seven (7) day cure period, Owner may terminate the Contract with immediate effect.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

Owner May Terminate For Convenience

A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

2. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. [IF APPLICABLE]

B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. [SEE ABOVE #1 OF APPENDIX A]

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of

every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

J. See §200.322 Procurement of recovered materials. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

3. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]

During the performance of this contract, the contractor agrees as follows:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The contractor will furnish all information and reports required by Executive Order 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.

G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.