

**RICH TOWNSHIP HIGH SCHOOL DISTRICT 227 BOARD OF EDUCATION**  
**REQUEST FOR BID FOR ATHLETIC TRAINING SERVICES**  
**SCHOOL DISTRICT NO. 227**  
**20550 SOUTH CICERO AVENUE**  
**MATTESON, IL 60443**

IFB NO.:

Date: June 24, 2020

BIDS WILL BE RECEIVED UNTIL: 10:00 a.m. on Thursday, July 9, 2020

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN, THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC BID OPENING. IF YOU DESIRE TO SUBMIT A BID, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL BIDS**

The Board of Education reserves the right to reject any or all prices or bids submitted.

One copy of this bid is enclosed for your convenience.

- a.) Please return a copy of the required forms in a SEALED envelope with the bid number, subject and your firm's name address clearly indicated on the envelope. NOTE: FAXED bids are not acceptable and will be rejected as non-responsive.
- b.) Bids should be addressed as follows: Rich Township High School District 227

20550 S. Cicero Avenue, Matteson, IL 60443

Attn: Assistant Superintendent of Business and Operations

The Board of Education reserves the right to return any merchandise that does not comply with the conditions and specifications. The Board of Education reserves the right to increase or decrease quantities shown on the bid.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the bidding document and the date stated on the purchase order.

The Board of Education reserves the right to reject any and all bids or any part thereof, to waive technicalities in the bidding and have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Bids will be awarded to the lowest responsible bidder complying with these conditions and specifications. All rights are reserved by the Board of Education to determine the selection that in its judgment meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The bidder's signature, page 3, construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residence within the State of Illinois, and discrimination and intimidation of employees. This bid and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Fair Employment Practices Commission and the rules and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission.

Bidder agrees to comply in all respects with Federal, State, and local laws and ordinances pertaining to this bid and to the performance of the Contract in the event Bidder is awarded the bid. Provisions of applicable Acts are hereby incorporated by reference and became a part of this proposal and specifications.

No member or employee of the Board shall be directly or indirectly interested in any contract, work, or business of the School District, or in the sale of any article, the expense, price or consideration of which is paid by the District.

No bids may be withdrawn after the official opening. All bids submitted must be valid for a minimum period of sixty (60) days after the date set for the bid opening. Please check the terms and Conditions for any variation of this requirement.

**All prices are F.O.B., Matteson, Illinois**, which is further defined as meaning the priced submitted on the bid sheet is the total price to this school district, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

Unless otherwise specified, packages must bear bidder's/Board's order number and bulk containers must also show gross, tare, 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 requirements.

**Time is of the essence.** Deliveries shall be made to the Board's receiving area or designated installation site. Payment of 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. Invoices will be paid in accordance with Board Policy. The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS 120/1 et seq.)

The Board is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G., p. 4221). In computing transportation costs, bidders should not include any federal transportation tax, because the Board is exempt.

Bidder 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, supplies 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 specifications contained herein. Bidder 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 given to the Board by bidder. Bidder shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one year from date of delivery, unless the Project Specifications require a greater warranty period.

If the Specifications provide that maintenance or repair services must be provided by the successful bidder, each bidder should explain in the bid how the services will be provided (that is, whether by the bidder or through an arrangement with another person or firm). Should bidder fail to fulfill any and/or all terms and conditions of the agreement, it shall forfeit the bid security as well as be subject to any and all other remedies available to the Board.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Items lacking an established commercial market or substantial sales of evidence must be placed in the hands of the Director of Finance PRIOR to the date and time of the bid opening.

The above General Conditions and Instructions are applicable to all bids. Additional Terms and Conditions and Specifications are supplied for each bid.

**Signature Page**

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**THIS SECTION BELOW MUST BE COMPLETED IN FULL, AND SIGNED  
FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF BID.**

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The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

**ATTACHED PRICES OR BID SUBMITTED BY:**

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**Name of Firm**

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**Address**

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**Signature of Authorized Representative**

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**Area Code**

**Telephone Number**

**FEIN No., or SS No. (See Specification for Determination)**

*Vendor's signature on this Bid form must be an actual signature. A stamped facsimile or typed signature may disqualify the bid.*

**LATE BIDS CANNOT BE ACCEPTED!**

**SEALED BID PROPOSAL**

**BID NO.:**

**OPENING DATE:** July 9, 2020

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

**DESCRIPTION:** ATHLETIC TRAINING SERVICES

**ATTN:**

Alicia Evans

**DATED MATERIAL L-DELIVER IMMEDIATELY**

**PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE  
OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP  
ENSURE PROPER DELIVERY!  
LATE OFFERS CANNOT BE ACCEPTED!**

NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Purchasing Department of the Rich Township School District 227 wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

**We, the undersigned, have declined to submit a proposal on**

**Proposal No. & Name** \_\_\_\_\_

We are unable to submit a proposal for this work due to the following:

- busy at this time             Unable to meet specifications
- Bond requirement             Not engaged in this type of work
- Insurance requirement         Site location to distant
- Length of time required to obtain payment
- Project is     too large     too small
- Remove us from your bidder's list for this commodity/service
- Other (specify below)
- Do you wish to be considered in the future for similar projects?     Yes     No
- No REMARKS:

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**Signature:** \_\_\_\_\_                      **Name & Title:** \_\_\_\_\_  
**Firm:** \_\_\_\_\_                              **Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_                                **E-mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
                    (Street Address)                      (City)    (State)    (Zip-Code)

**Return to:**                      **Assistant Superintendent of Business and Operations**  
   **Rich Township High School District 227**  
   **20550 South Cicero Avenue**  
   **Matteson, IL 60443**

**CERTIFICATION FORM**

**THIS FORM MUST BE SIGNED AND MUST ACCOMPANY THE BID TO RICH TOWNSHIP HIGH SCHOOL DISTRICT 227. THE UNDERSIGNED CERTIFIES THE FOLLOWING:**

**CERTIFICATE OF ELIGIBILITY TO CONTRACT**

That pursuant to section 33E of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither they nor any of their partners, officers, or owners of their business have been convicted in the past five (5) years of the offense of bid-rigging under section 33E of the Illinois Criminal Code of 1961 as amended; that neither they nor any of their partners, officers or owners have never been convicted of the offense of bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended; and that neither they nor any of their partners, officers or owners have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

**PREVAILING WAGE ACT**

That they and any subcontractors of the Company will, where and if applicable, comply with the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. and with prevailing wage rates for Cook County.

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

(Contractors with 25 or More Employees)

That having 25 or more employees, they do hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1 et seq.) that they 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 certify, that they are not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

**PUBLIC CONTRACTORS – WRITTEN SEXUAL HARASSMENT POLICY**

That said Company has a written Sexual Harassment Policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

Signature of Authorized

Officer or Agent \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Date \_\_\_\_\_

**BID-RIGGING CERTIFICATION**

\_\_\_\_\_, (Agent) a duly authorized agent of \_\_\_\_\_ (Contractor) do hereby certify that neither \_\_\_\_\_ (Contractor) nor any individual presently affiliated with \_\_\_\_\_ (Contractor) , has been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in C chapter 38 of the Illinois revised Statutes.

Signature of Authorized

Officer or Agent \_\_\_\_\_

Company \_\_\_\_\_

**BUSINESS OWNERSHIP**

**Minority-Owned Business:** a minority-owned business concern means a business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asia-Pacific Americans, Asian-Indian Americans and other minorities) are to be considered minority-owned enterprises.

**Women-Owned Business:** a business that is at least 51 percent owned by a woman or women who also control and operate it.

“Control” in this referenced context means exercising the power to make policy decisions. “Operate” means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women businesses.

**BIDDERS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MAY RENDER THE OFFER’S BID UNACCEPTABLE.**

- A. Representation      The offeror represents that it is (    ), is not (    ) a minority-owned business concern.
- B. Representation      The offeror represents that it is (    ), is not (    ) a women-owned business concern.
- C. Representation      The offeror represents that it is (    ), is not (    ) a disabled-owned business concern.

**Please Check Appropriate Box/s**

- African American (AFRAM)       Caucasian (CAUC)       Native American (NAAM)
- Hispanic American (HISP)       Asian-Pacific (ASIAP) American       Asian-Indian (ASIAN) American
- \_\_\_\_\_  Woman Owned (W)  
Please Identify

**Company Name** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**Signature of Company Official** \_\_\_\_\_ **Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**



**1. BID OPENING.** Sealed bids will be received at Rich Township High School District 227 Attn: Business Office until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District's possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. Rich Township High School District 227 does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the Receptionist, at 20550 S. Cicero Ave, Matteson, IL, 60443.

**2. BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.

**3. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to Rich Township High School District 227, attention Alicia Evans. The name and address of the bidder and the Proposal Number must be shown on the envelope.

**4. ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the offeror in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.

**5. RESERVED RIGHTS.** Rich Township High School District 227 reserves the right at any time and for any reason to cancel this Request for Proposals, accept or reject any or all bids or any portion thereof, or to accept an alternate offer. Rich Township High School District 227 reserves the right to waive any minor informality defect in any IFB. Unless otherwise specified, Rich Township High School District 227 has sixty (60) days to accept. Rich Township High School District 227 may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

**6. INCURRED COSTS.** Rich Township High School District 227 will not be liable for any costs incurred by offerors in responding to this Invitation for Bid.

**7. AWARD.** Rich Township High School District 227 will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the offer that is best suited for the purpose intended. The District may (1) reject any or all offers, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in offers received. The District may accept any item or group of items of an offer, unless the bidder qualifies the offer by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written award or acceptance of a bid mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party.

**8. PRICING.** The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

**9. DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.

**10. SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an

“equal.” Rich Township High School District 227 reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality and salient characteristics indicated by the brand name and number.

**11. SAMPLES.** Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the bidder’s name, invitation number, item reference, manufacturer’s brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

**12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Offerors shall promptly notify Rich Township High School District #227 of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes will be made by amendment. Each bidder shall ascertain prior to submitting an offer that all amendments have been received and acknowledged in the offer.

**13. DEFAULT.** If delivery of acceptable items or rendering of services is not completed by the time promised, Rich Township High School District 227 reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

**14. INSPECTION.** Materials or equipment purchased are subject to inspection and approval at Rich Township High School District 227’s destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller’s warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection and if not removed within 10-calendar days after notice, returned via collect shipping.

**15. WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Seller’s knowledge. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Rich Township High School District 227 may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller’s risk and expense. Acceptance shall not relieve the Seller of its responsibility.

**16. REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish “Material Safety Data Sheets” in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**17. ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold Rich Township High School District 227 harmless from loss on account thereof.

**18. COMPLIANCE WITH LAWS AND REGULATIONS.** Contractor represents and warrants that throughout the term of this agreement and any extension thereof, Contractor and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

**19. TERMINATION WITHOUT CAUSE.** This contract may be unilaterally terminated by the District, for any or no reason, upon ninety (90) days written advance notice to the Contractor.

**20. ASSIGNMENT.** The Contractor may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's written consent.

**21. BID CERTIFICATION.** The Offeror's signature on this bid certifies: (a) this offer is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Offeror has not directly or indirectly induced or solicited any other Offeror to enter a false or sham bid. (c) Offeror has not solicited or induced any person, firm or group to refrain from bidding. (d) Offeror has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Offeror or the Owner. The Offeror's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract, request additional compensation, or relieve offeror from obligation to perform under this contract.

**22. MODIFICATIONS.** This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**23. ADDENDA.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. If the District issues written addenda, such addenda shall become part of the contract documents. An Offeror who fails to receive the District's addenda, and who has previously submitted an offer, shall not be relieved from any obligation in the offer he or she submitted.

**24. BINDING EFFECT.** The terms, conditions, provisions, and undertakings of this agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

**25. EQUAL OPPORTUNITY EMPLOYER.** Rich Township High School District 227 is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

## **SUPPLEMENTAL TERMS AND CONDITIONS**

### **INTENT**

It is the intent of these specifications that Rich Township High School District 227 (herein the "District") will procure all specified products of first class workmanship to ensure complete and acceptable product performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by Federal Regulations, the Statutes of the State of Illinois, and policies of the Board of Education, Rich Township High School District 227, Cook County, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.

### **TAX IDENTIFICATION NUMBER**

Under recently enacted Federal Law and in accordance with instructions from the Department of Treasury and the Internal Revenue Service, this School District is required to have on file appropriate tax identification information concerning you or your firm. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number. This information is needed to determine which vendors the District must provide and file a Form 1099.

**IN ORDER FOR A BID TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON EXHIBIT A IN THE SIGNATURE SECTION.**

### **TERMINOLOGY**

"Owner", "Board", or "District" shall mean Rich Township High School District 227, Cook County, Illinois, acting through its authorized representative. "Contractor" shall mean the individual, firm, or corporation proposing to enter into a written agreement with the Owner.

### **INTERPRETATION OF ERRORS**

Should questions arise that require interpretation, such questions shall be referred to the District whose decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All contractors are requested to notify the District immediately of any errors or omissions that may be discovered.

### **RETURN OF BID INFORMATION**

The District has established that only one copy of a bid will be sent to a vendor. It is imperative that, if bidding, an original signature exists on the bid sheets returned. If additional copies of original bid sheets made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as "Original" on the face page.

### **USE OF PREMISES**

The Contractor shall have access to the premises for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract.

### **INSURANCE - GENERAL**

The Contractor shall take all necessary precautions not to damage the premises or properties of others. In case of any damage, resulting from operations under this Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of the operations under this Contract. The Contractor's signature on the Bid Cover Sheet; certifies to the District that the Contractor has adequate insurance coverage for any vehicle that may be utilized in the delivery of products or materials on the District's property.

### **METHOD OF AWARD**

The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.

### **GENERAL AWARD**

The award on this bid will not be made at the time specified for the receiving and opening of bids. The bid will be awarded at a later date by the Board of Education.

### **SCHEDULE OF AWARD**

In order that Contractors may more accurately complete the proposal document, it is anticipated that the Board of Education will consider the award of this offer at its regularly scheduled meeting and that the successful Contractor(s) will be notified immediately thereafter.

#### **WITHDRAWING OF BIDS**

No bid may be withdrawn by a Contractor after the time and date of the official public opening. All bid prices submitted must be valid for a period of sixty (60) days after the date set for the bid opening. This period of time is reserved to permit the Owner to evaluate bids, conduct tests, make the award and issue either a contract or purchase order(s).

#### **VALIDITY OF PRICES**

All bid prices must remain valid and firm until product/service(s) is/are delivered or project completed, and until accepted by the District and invoiced by the Contractor. The District has sixty (60) days after the public opening in which to make an award decision and issue a purchase order(s) or contract and, if so done, the price as stated on the bid will remain firm.

#### **PERIOD FOR ACCEPTANCE OF BIDS**

In compliance with the solicitation, the bidder agrees, if this bid is accepted within sixty (60) calendar days from the date specified in the solicitation for the receipt of bids, to furnish any or all items upon which prices are bid at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.

#### **ADDITIONAL BUILDING LOCATIONS AND QUANTITIES**

The District retains the right to add additional building locations to this contract, and purchase additional quantities of specified items, for a period of up to 150 days after award is made.

#### **COMPLETION DATES**

Contractors are to complete projects as required. Unless stated differently in the solicitation, the project is to be completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.

#### **SITE VISITATION**

The Contractor is responsible for acquainting himself with the conditions at the job-site(s) and the work involved.

#### **DELIVERIES AND PURCHASE ORDERS**

Deliveries will be made in accordance with instructions listed on purchase orders. The portion of the purchase order defining instructions regarding the destination of the equipment and the mailing of the invoice should be noted. A separate invoice is required for each purchase order. Purchase orders issued by the District are authorized with the signature of the Director of Finance. Contractors shall not permit any purchase order issued to them to be cancelled or altered in any manner except under the signature of the Director of Finance.

#### **INSPECTION AND ACCEPTANCE**

At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.

#### **PAYMENT**

Payment on invoices will be made in full within forty-five (45) days after acceptance by the District and proper invoicing by the Contractor. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.)

#### **QUESTIONS**

Any questions regarding this bid may be referred to the Tracy Middleton, Executive Secretary, (708) 679-5720 in the Finance and Operations Department.

#### **CONTRACT**

A response to this Invitation for Bid (IFB) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's IFB. Bids do not become contracts unless, and until they are executed by the District eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions are modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

### **PREVAILING RATE OF WAGE**

It is required on this bid that the successful Contractor comply with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their bid that they will pay the prevailing rate of wage in this area for the particular type of labor, in accordance with State of Illinois Codes and the Illinois Department of Labor. If applicable, the prime Contractor further certifies that all Subcontractors will comply with these same acts. If requested, bidders will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required. Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Office of the Board of Education, 20550 S Cicero Ave, Matteson, Illinois 60443.

Effective January 1, 1990, an amendment to the State of Illinois Prevailing Wage Act requires that if, during the course of work under this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum.

### **PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES**

The contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by District due to a conviction of a crime listed in 105 ILCS 5/10-21.9. The contractor shall obtain a criminal history background check before sending any employee or agent to any school building or school property. Additionally, at least quarterly, the contractor shall contact the local law enforcement authority where each employee or agent resides to determine if the employee is on the list of registered felons who have committed child sex offenses.

### **CONTRACTOR RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX**

The bidders acknowledge and understand that any resulting contract for goods and services resulting in a contract award to a bidder requires that as a contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a "retailer maintaining a place of business within this State" as defined by the Use Tax Act (35 ILCS 105/2).

### **EVALUATION OF OPTIONS**

(a) The District will evaluate offers for award purposes by determining the lowest base period price. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the district to exercise the option(s).

(b) The District may reject the offer if exceptions are taken to the price provisions of the "Pricing" clause, unless the exception results in a lower maximum option year price. Such offers will be evaluated without regard to the lower option year(s) maximum. However, if the offeror offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

### **TERM OF CONTRACT**

This contract shall be effective from on or about 8/1/2020 through 06/30/2021. The District reserves the unilateral right to exercise or not exercise the option year periods under this contract. The exercise of the option year periods under this contract will be subject to the needs of the District and budget adoption by the District. The District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

## **Athletic Trainers Services**

### **Intent**

The intent of this invitation for bid is to establish services for Nationally Certified Athletic trainers to provide on-site athletic training for the Rich Township High School District's (herein the "District") student athletes at the high school grade levels. Trainers will oversee the student athletes' safety and physical condition when participating in district athletic practices and events for the various schools.

Trainers will be required for about 40 hours per week throughout the academic year. Hours will be coordinated through each school's athletic director. Pre-season football practices will also require trainers to be on-site based upon the school's training schedules. Time commitments may vary throughout the academic year, based on the schedule of athletic teams' practices and events.

### **Term of Contract**

It is the intent of the District that this contract be for a period of one (1) year beginning August 1, 2020, plus four (4) one-year option periods. The exercise of the option year periods under this contract will be subject to the needs of the District and budget adoption by the District. The District's obligation under this contract is contingent upon the availability of budgeted funds from which payment for contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for this contract.

The District School Board may terminate this contract if the trainer:

- (1) Repeatedly refuses or fails to supply enough properly skilled personnel;
- (2) Disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction or;
- (3) Otherwise is guilty of breach of a provision of the contract.

When any of the above reasons exists, the District upon sufficient cause may, without prejudice to any other rights or remedies of the District, and after giving the trainer seven calendar days written notice, may terminate the contract.

The District may, without cause, direct the trainer (in writing) to suspend, delay or interrupt services, in whole or in part, for such a period of time as the District may determine.

### **Exclusive Nature of Program**

During the term of this agreement, the trainer shall have exclusive right to provide an athletic training program for the awarded school(s). No other entity may provide on-site athletic trainers for the awarded school(s).

Under no circumstances will the district entertain exclusive contracts whereby students will be required to receive medical services at specific clinics, hospitals, physician's offices, etc.

Trainers will be selected based upon meeting the minimum criteria as listed below and will consider additional services as may be proposed by the trainer for determination of the most beneficial submittal meeting written criteria.

### **Scope of Duties/Minimum Criteria**

Duties of trainers will be as a minimum:

- (1) Certification through the National Athletic Association. Provide documentation with the proposal for each trainer. Failure to do so will result in non-consideration of proposal. Trainers provided must be certified through the National Athletic Trainers' Association with assistance provided by appropriately supervised certification-eligible trainers or athletic trainer students. Trainers must be in good standing with the NATA Board of Certification.
- (2) Provide guidance to schools, their athletic departments, and student athletes as to appropriate procedures for prevention, assessment and care of athletic injuries.
- (3) Assist School Board officials in maintaining medical records on student athletes.
- (4) Attend athletic team practices and varsity sports events for sports as directed by the school's athletic director. Provide immediate response for injury treatment. To the extent hours are available; coverage shall include practice sessions for sports programs. Trainers will staff school district sponsored events.
- (5) Trainers are to assist with planning, coordination and supervision of sports medicine program for all sports within the school's athletic program.
- (6) During the term, Contractor agrees to carry general liability insurance, worker's compensation insurance and professional liability insurance coverage. All such insurance coverage shall be underwritten by insurance companies authorized to do business in State of

Illinois. Contractor shall furnish School with copies of such insurance coverage certificates by the earlier of the commencement of services provided under the Agreement, or within ninety (90) days of such request by School. The amount of general liability insurance and professional liability insurance coverage maintained by the Company shall be at least one million dollars per event and three million dollars in the aggregate. Sexual abuse liability insurance must be included in either the general liability insurance or the professional liability insurance.

The successful vendor is to list the District as an additional insured.

**Evidence of such insurance shall be furnished to the District as part of this submittal. Failure to do so may result in non-consideration of proposal.** Successful proposer will provide the District with thirty (30) days prior written notice of any cancellation, non-renewal or reduction, of coverage of any of the policies. Upon notice of such cancellation, non-renewal or reduction, the Contractor (Trainer) shall procure substitute insurance so as to assure the District that the limits of coverage are maintained continuously throughout the period of this Agreement.

The Contractor (trainer) shall require these insurance provisions to apply in full force and effect to its sub-contractors (associates) and shall provide the District Certificates of Insurance as described herein.

Proposer must provide standard automotive coverage as required by Illinois Statute. Proposer to indicate insurance company's name and to provide such proof if requested.

In lieu of providing worker's compensation requirements, proposer's signature on the bid submittal document acknowledges that no claims will be filed against the District's worker's compensation insurance plan.

(7) Trainer to hold current appropriate State of Illinois license. Proposer must indicate and acknowledge possession of said license and be willing to provide copies upon request or may, if so desired, include said copies within the submittal.

(8) The school's athletic director may make adjustments to the regularly scheduled daily coverage to allow for a late report time to cover additional athletic events.

(9) The school's athletic director may assign the trainer to additional event coverage in lieu of times for the regular daily coverage. Any substitution of hours by a school's athletic director must have prior approval by the entity supplying the school's athletic trainer, and may not include holidays or days when school is not in session.

(10) Trainer to provide district with copies of all appropriate permits, licenses, etc., as required by national, state, local laws. **Failure to include with submittal may result in non-consideration of proposal.**

(11) Each Trainer will screen injuries and refer to a physician those requiring treatment; recommend procedures for intervention, assessment and treatment of student athletic injuries; and recommend athletic training and rehabilitation procedures to students, coaches and other District personnel.

#### **Indemnification:**

Trainer will indemnify and hold harmless School Board, its agents and employees from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the School Board, its agents or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any action of commission, omission, negligence or fault of the trainer in the rendering of the services performed under this proposal.

#### **Services Provided by Schools:**

School District will pay for all training supplies and provide equipment, if it is currently in place at the individual school, required by the trainer to perform his/her duties at the school. The District does not anticipate purchasing capital equipment items in the near future. Trainers should only rely on existing equipment already in place at the school. Supplies will be subject to mutually agreed upon expense budgets.

#### **Schools:**



Awards will be based upon individual school(s) as noted below (i.e., one trainer/organization awarded per item). Award will be based upon best proposal meeting minimum criteria as well as additional services or consideration given by trainer/organization for the most beneficial proposal to the specified school(s):

**Rich Central**  
**3600 W. 203 Street**  
**Olympia Fields, IL 60461**

**Rich South**  
**5000 Sauk Trail**  
**Richton Park, IL 60471**

**Proposers are to include with their submittals the following**

Offerors must return the following when submitting a sealed IFB:

- A. Signature page
- B. Certification form
- C. Business Ownership Form
- D. Statement of No Interest (if applicable)
- E. Exhibit A Proposed Fees
- F. Exhibit B References
- G. Resumes of recommended employees
- H. Certification of trainers as indicated
- I. Insurance documentation as indicated
- J. Schedule 1 Rehabilitation service locations and services available
- K. Schedule 2 Sample forms/reports

**EXHIBIT A.**

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

Submitted by: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Agent(s)

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

City, State, & Zip code \_\_\_\_\_ FEIN#: \_\_\_\_\_

Tele No.: \_\_\_\_\_ Email: \_\_\_\_\_

Company -years in business \_\_\_\_\_ Number of employees \_\_\_\_\_

**PROPOSED FEES FOR ATHLETIC TRAINING AND PREVENTATIVE SERVICES**

2020/21 School Year \$ \_\_\_\_\_ .00

2021/22 School Year \$ \_\_\_\_\_ .00

2022/23 School Year \$ \_\_\_\_\_ .00

Option Years:

2023/24 School Year \$ \_\_\_\_\_ .00

2024/25 School Year \$ \_\_\_\_\_ .00

SUBTOTAL THREE

YEAR COST \$ \_\_\_\_\_ .00

**EXHIBIT B.**

**REFERENCES**

List all of the schools/school districts or companies that have signed a contract with you in the last five (5) years excluding Rich Township High School District 227's schools. Please use additional pages if necessary.

Company / school \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Name of Representative to contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company / school \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Name of Representative to contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company / school \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Name of Representative to contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company / school \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Name of Representative to contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company / school \_\_\_\_\_

Address \_\_\_\_\_

City/state/zip \_\_\_\_\_

Name of Representative to contact \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**SPECIFICATIONS**

Please review the specifications and respond: Yes if you will provide or No if you will not provide.

Spec. Ref. #	Specification	Yes will provide/ No will not provide
3.1	Visitation and game “coverage” is provided by at least one athletic trainer at each of the District’s three campuses—Central, East and South—on the days and at the times for each of the seasons as shown in Exhibit C attached hereto.	
3.2	Coverage is provided for during winter and spring breaks and special tournaments.	
3.3	Coverage period corresponds to the Illinois High School Association (“IHSA”) calendar for the given year of the contract with, for example, coverage for the 2014/15 school year, with coverage summer basketball and football leagues and continuing through May 31 or any Spring post-season play, whichever is later.	
3.4	A team doctor shall be provided for, and in attendance at, each home football game.	
3.5	<p>Rehabilitation services are provided athletes at no additional cost to the district at a reasonably proximate locations within 25-miles of the district epicenter (Lincoln Hwy at Cicero Ave.)</p> <p>Attach to Schedule 1 a list of locations and services available and provided at each location</p>	
3.6	<p>All athletic trainers are “certified” and “licensed” within the full meaning of each term.</p> <p>Please provide the name and resumes for each trainer to be assigned the District, including copies of certifications and licensures.</p>	
3.7	Heart defibrillator equipment will be available for all athletic contests in accordance with IHSA regulations at no expense to the district	
3.8	Continuity in the staffing of athletic trainers for each campus is a paramount goal with the objective that each campus should benefit from having the same athletic trainer for a period of up to the length of the contract.	
3.9	Athletic trainers receive continuous professional development training.	
3.10	First aid/first responder training services are provided to the respective coaching staffs, at no additional cost to the District, in advance of the start of each new season (fall/winter/spring) and other periodic basis as may be call for.	
3.11	<p>Meticulous records are maintained of athletic physicals, injuries sustained, treatments given, condition status, and the like and include date(s), time(s), descriptions, and progress evaluation.</p> <p>Attach to Schedule 2 a copy of your injury form and procedures for completing the form</p>	

**EXHIBIT C.**

**VISITATION AND GAME COVERAGE 2020-2021**

**Fall Season**

**Daily Visitation (Minimum)**

Monday	3:30-end of practice
Tuesday	3:30-end of practice
Wednesday	3:30-end of practice
Thursday	3:30-end of practice
Friday	3:30-end of practice
Saturday	See Game Coverage

**Game coverage**

<u>Football</u> : Soph/Varsity HOME and AWAY games Freshman HOME games only
<u>Boys Soccer</u> : Soph/Varsity HOME games only
<u>Girls Volleyball</u> : Fresh/Soph/Varsity HOME games only
<u>Boys and Girls Cross Country</u> : During daily visitation for all levels
<u>Girls Tennis</u> : During visitation for all levels

***All other approved sports will be conducted during daily visitation***

**Winter Season**

**Daily visitation (Minimum)**

Monday	3:30-end of practice
Tuesday	3:30-end of practice
Wednesday	3:30-end of practice
Thursday	3:30-end of practice
Friday	3:30-end of practice
Saturday	See game coverage

**Game coverage**

<u>Boys basketball</u> : All levels, HOME games only
<u>Girls basketball</u> : All levels, HOME games only
<u>Wrestling</u> : All levels, HOME meets only

***All other approved sports will be conducted during daily visitation***

**Spring Season**

**Daily visitation (Minimum)**

Monday	3:30-end of practice
Tuesday	3:30-end of practice
Wednesday	3:30-end of practice
Thursday	3:30-end of practice
Friday	3:30-end of practice
Saturday	See Game Coverage

**Game coverage**

<u>Baseball</u> : Fresh/Soph/Varsity HOME games only
<u>Softball</u> : Soph/Varsity HOME games only
<u>Girls Soccer</u> : Soph/Varsity HOME games only
<u>Boys Tennis</u> : During daily visitation for all levels
<u>Boys/Girls Track</u> : All levels HOME meets only
<u>Boys Volleyball</u> : Soph/Varsity HOME games only

***All other approved sports will be conducted during daily visitation***

\* Coverage at all home tournaments and invitationals.

\* Cheerleading/Dance will be covered during daily visitation hours for all seasons.

\* Games not listed above will be covered only if within regular daily visitation times or by mutual agreement between the Athletic Trainer and the Athletic Director.

\* In the event of a conflict in the scheduling of the above practices or games (more than one event on the same day), **VENDOR's** Athletic Trainer, upon mutual agreement with the School's Athletic Director, will determine which athletic events are to be covered.

**PROPOSAL** may be changed by written consent of the parties as needed.

\* Any additional visitation, event not listed above, or requiring more than one Athletic Trainer and ATC, will be an additional cost, to the School, of \$25.00 per hour.

**SCHEDULE 1.**

[LIST SERVICES AND LOCATIONS FOR REHABILITATION AVAILABLE TO ATHLETES WITHIN 25-MILES OF DISTRICT EPI-CENTER OF LINCOLN HWY. AT CICERO AVE.]

**SCHEDULE 2.**

[ATTACH A COPY OF YOUR INJURY FORM AND PROCEDURES FOR COMPLETING SAME].