

# ***REQUEST FOR PROPOSAL***



***EAST AURORA***  
*SCHOOL DISTRICT 131*

**ATHLETIC TRAINING SERVICES**

**RFP #2020-10**

**RFP Due: Friday, July 10, 2020 at 10:00 a.m.**

East Aurora School District 131  
School Service Center (SSC)  
417 Fifth Street  
Aurora, IL 60505

**EAST AURORA SCHOOL DISTRICT 131**

**PUBLIC RFP NOTICE #2020-10**

**ATHLETIC TRAINING SERVICES**

**Notice is Hereby Given** that the Board of Education for Aurora East School District #131 will receive proposals for Athletic Training Services. East Aurora School District 131 invites physical therapy providers to submit a proposal to provide athletic training services. All proposals shall be in accordance with the following requirements and specifications. Sealed proposals will be accepted up to but not later than **10:00 a.m. CST, Friday, July 10, 2020**. Proposals received after that date and time will not be considered and will be returned unopened.

Proposals should be submitted to the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 no later than **10:00 a.m. CST, on Friday, July 10, 2020**. Proposals are to be enclosed in a sealed envelope clearly marked "RFP #2020-10 Athletic Training Services" and should be delivered to:

Attention:

Dr. Ann Williams, SFO  
Chief Financial Officer  
East Aurora School District 131  
School Service Center (SSC)-Business Office  
417 Fifth Street  
Aurora, IL 60505

It is strongly recommended that Proposals are mailed U.S.P.S. (not Fed-Ex or UPS) as our office hours are adjusted due to COVID-19.

Prospective Vendors may obtain specifications and supporting documents from the district website at <https://www.d131.org/business-office/bidding/> on or after Friday, June 26, 2020 at 10:00 a.m. For information regarding this request, please contact the district via email at [bids@d131.org](mailto:bids@d131.org).

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all Proposals, to waive irregularities, and to make all decisions in the best interest of the School District.

**EAST AURORA SCHOOL DISTRICT 131**  
**ATHLETIC TRAINING SERVICES**  
**INVITATION**

East Aurora School District 131 invites physical therapy providers to submit a proposal to provide athletic training services for the 2020-2021 school year with the option to extend annually for two additional years. The enclosed specifications outline the requirements and conditions for furnishing this service. It is important that Responders state any exceptions or modifications to the District's requirements and any other assumptions on which its proposal rests in writing with the RFP Response. All proposals shall be in accordance with the following requirements and specifications.

Proposals should be submitted to the McKnight School Service Center, 417 Fifth Street, Aurora, Illinois 60505 **no later than 10:00 a.m. CST. on Friday, July 10, 2020.** Proposals are to be enclosed in a sealed envelope clearly marked "RFP #2020-10 Athletic Training Services" and should be addressed to:

Attention:  
Dr. Ann Williams, SFO  
Chief Financial Officer  
East Aurora School District 131  
School Service Center (SSC)-Business Office  
417 Fifth Street  
Aurora, IL 60505

It is strongly recommended that Proposals are mailed U.S.P.S. (not Fed-Ex or UPS) as our office hours are adjusted due to COVID-19. **The Business Office will also be open from 8:00 - 10:00 am on Friday, July 10, 2020 to collect proposals that are hand delivered.**

Prospective Vendors may obtain specifications and supporting documents from the district website at <https://www.d131.org/business-office/bidding/> on or after Friday, June 26, 2020 at 8:00 a.m. For information regarding this request, please contact the district via email at [bids@d131.org](mailto:bids@d131.org).

The East Aurora School District 131 Board of Education reserves the right to accept or reject any or all Proposals, to waive irregularities, and to make all decisions in the best interest of the School District.

### **DISTRICT BACKGROUND**

East Aurora School District 131 is a large unit District located in Kane County, Illinois. The District was organized in 1898 and serves grades K-12. The District operates 2 pre-schools (child development centers), 1 STEAM (grades K-2), 12 elementary schools, 1 Magnet (grades 3-8), 3 middle schools and 2 high schools (one extension high school), and 2 affiliated schools. The District is located approximately 40 miles west of Chicago and serves the portions of the City of Aurora and the Village of Montgomery.

District 131 has a Five-year Strategic Plan which states the following:

**Our Mission:** *To educate and empower all students to reach their full potential.*

**Our Vision:** *Our graduates will be confident and productive global citizens committed to improving their community.*

**Strategic Goal #1, Equity:** East Aurora School District 131 will meet the diverse needs of all students by ensuring a safe and inclusive learning environment.

**Strategic Goal #2, Operational Excellence:** East Aurora School District 131 will align and utilize systems and resources that promote operational excellence, efficiency, and fiscal accountability.

**Strategic Goal #3, Collaborative Leadership:** East Aurora School District 131 will engage in the continuous cycle of improvement through collaborative, student-focused, and data-driven leadership teams who will monitor and communicate at all levels.

**Strategic Goal #4, Student Achievement:** East Aurora School District 131 will ensure the academic success of all students by closing the opportunity gap.

The District has a complete academic program with many programs and services for students with special needs. We also have a comprehensive set of extra-

curricular offerings including drama, service clubs, special interest clubs, music groups, and a full slate of athletic offerings available to students.

### **PROCUREMENT SCHEDULE**

The schedule for procurement is as follows:

Friday, June 26, 2020	Public Notice
Monday, July 6, 2020 at 10:00 a.m.	Deadline for Questions
Friday, July 10, 2020 at 10:00 a.m.	Deadline for Proposal Submission
Monday, July 20, 2020	Recommendation to Award Contract

### **TERMS**

The initial contract will be for a one year term with the option to extend the contract in accordance with this proposal for 2 additional one year terms; subject to annual review and concurrence of the Administration and Board of Education. As an alternate, a three year contract with the option to extend for two additional years will also be considered.

District 131 reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure that the best possible consideration be afforded to all concerned. District 131 further reserves the right to reject any and all proposals, award separate items, and to seek new proposals or modify proposals when such action would be deemed in the best interest of the District.

District 131 is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, the District will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, the District's Tax Exempt Certificate will be furnished.

The vendor shall protect, indemnify and hold District 131 harmless against any liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

The District reserves the right to terminate the contract for cause and the contractor for nonpayment of services rendered.

The parties shall have the option to cancel the engagement of the contract after year 1 with sixty (60) days written notice prior to the end of the contract year in question.

**EAST AURORA SCHOOL DISTRICT 131**  
**ATHLETIC TRAINING SERVICES**  
**INSTRUCTIONS TO VENDORS**

**1. GENERAL**

- A. Proposals shall be submitted to the attention of the Chief Financial Officer in a sealed envelope properly marked with the title of the RFP, date, and time of opening.
- B. All RFPs must be made on the forms included with this RFP package. Unsigned or late RFPs will not be considered.
- C. Any interpretation of the proposed documents will be made only by an addendum issued by the School District. A copy of any issued addendum will be available on the district website on or before Monday, July 6, 2020 at 5:00 p.m. at <https://www.d131.org/business-office/bidding/>. Responders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Responders shall acknowledge receipt of each addendum issued in the space provided on the bottom of each addendum. Oral explanations will not be binding.
- D. East Aurora School District 131 is exempt from all Federal, State, and Municipal taxes.
- E. All correspondence shall be directed to the Chief Financial Officer.

**2. ERRORS AND OMISSIONS**

- A. All proposals shall be fully completed when submitted. The signing of the RFP submittal Form shall be construed as acceptance of all provisions contained herein. All RFPs shall be deemed final, conclusive and irrevocable. No claim for relief because of errors or omissions in the RFP will be considered. Respondents will be held strictly to the proposals as submitted.
- B. It is understood that the Vendor has responded in strict accordance with the specifications, unless indicated by the Vendor. Any explanation or statement which the Vendor wishes to make may be placed in the same envelope with the proposal but shall be written separately and independently of the RFP documents. Vendor acknowledges that any variation from the specifications will be grounds for the Board of Education to reject the RFP, although the Board of Education may accept the RFP with the verification if, in its sole discretion, it determines that such Vendor's RFP is in the School District's best interest.

- C. Should a Vendor find any discrepancies in, or omission from, any of the documents, or be in doubt as to its meanings, they shall advise the Chief Financial Officer who will issue the necessary clarifications to all prospective Vendors by means of addenda.
- D. In the event of pricing errors, the unit cost(s) listed will prevail and be considered accurate.
- E. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the specifications listed will be entertained from either party.

3. FIRM RFP

All prices terms and conditions will be considered to be firm until **June 30, 2021**.

4. SAMPLES

N/A

5. WITHDRAWAL OF RFPS

RFPs may be withdrawn by letter, or in person prior to the time and date established for the opening of RFPs. No RFP shall be withdrawn without the consent of East Aurora School District 131 Board of Education after the scheduled RFP deadline.

6. INVESTIGATION OF VENDORS

- A. District 131 will make such investigation as is necessary to determine the ability of the Vendor to fulfill RFP requirements. If requested, the Vendor shall be prepared to show completed installations of equipment, types of service, or supplies similar to those included in this RFP.
- B. The Board of Education reserves the right to reject any RFP if it is determined that the Vendor is not properly qualified to carry out the obligations of the contract.

7. RESERVATION OF RIGHTS BY THE DISTRICT

- A. The Board of Education reserves the right to reject any and all RFPs or portions of RFPs, and to waive informalities or irregularities in any RFP, and to award the contract in the best interest of the School District, considering conformity with specifications, terms of delivery, quality, and serviceability. The contract will be awarded, if at all, to the lowest responsible Vendor meeting specifications as determined by the Board of Education. While the financial responsibility of the Vendor is a significant concern, the Board of Education is equally concerned with the proven



ability of the Vendor to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

- B. The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful vendor, which may or may not be expressed in this invitation.
- C. The Board reserves the right to award each item to different Vendors or all items to a single Vendor unless otherwise noted on the RFP request
- D. The Board reserves the right to determine whether:
  - i. an equal or alternate is a satisfactory substitute.
  - ii. delivery date is entitled to more consideration than price.
  - iii. a Vendor is not a responsible Vendor.
  - iv. what exceptions or deviations from the written specifications will be accepted.

#### 8. EVALUATION, AWARD AND CONTRACT

During the evaluation process, the District, where it may serve the District's best interest, may request additional information or clarifications from proposers. The District may request proposers make oral presentations as part of the evaluation process.

All proposals will be awarded upon the approval by the Board of Education. The successful Vendor will be required to enter into a contract incorporating the terms and conditions of this RFP document.

#### 9. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these forms will indicate the Vendor's compliance with all RFP specifications and included terms and conditions.

#### 10. INVOICING

Invoicing for services will be accepted upon full delivery of product and/or completion of the work as described. Successful vendor agrees to accept payment by check or p-card, at the sole discretion of the District and for no additional fee. Invoices shall be submitted monthly or quarterly for services rendered.

#### 11. EXAMINATION OF DOCUMENTS AND SITES

After the deadline for submission of RFPs, 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 and sites. Each Vendor shall be held to represent that it has made the examination in complete detail and has determined that the documents and existing conditions are sufficient, adequate, and satisfactory for its completion of the work.

## 12. DAMAGES TO PROPERTY

While on District premises, extreme care must be taken not to damage vehicles, lawns, landscaping, plants or any other fixtures, structures or equipment. Any damages caused by the contractor shall be repaired or replaced at the discretion of the District. The District may authorize necessary repairs using current/preferred vendors. Such repairs and/or replacements will be the sole responsibility of the contractor. The District may reserve the right to withhold payment for unpaid damages.

## 13. INSURANCE

In cases of ongoing deliveries, the successful Vendor shall carry insurance, in company or companies acceptable to the District. Should additional limits be required for a specific project/purchase, it will be noted in the attached specifications.

Within ten (10) days after the RFP award, Certificate(s) of Insurance, the additional insured endorsement and the waiver of subrogation endorsements shall be submitted to the District Chief Financial Officer. The contractor shall provide and maintain insurance in the minimal amounts as outlined below with companies acceptable to the District:

### A. Worker's Compensation Insurance:

Coverage A - Illinois Statutory Limits

Coverage B - Employer's Liability \$1,000,000 Limit

A waiver of subrogation in favor of District 131 shall be included.

### B. Automobile Liability Insurance:

\$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.

### C. Commercial General Liability Insurance shall provide the following limits:

\$1,000,000 each occurrence

\$2,000,000 General Aggregate

\$3,000,000 Completed Operations Aggregate

\$1,000,000 Personal Injury

### D. Umbrella Liability Insurance:

\$2,000,000 for bodily injury and property damage.

(Or as requested in Specifications)

The contractor shall provide such insurance naming District 131 as "Additional Named Insured" and shall state that all insurance listed above is primary and

noncontributory. All such insurance shall not be cancelable without thirty (30) days prior written notice being given to the District.

#### 14. DISTRICT EMPLOYEES

Each Vendor shall affirm that no Board of Education member, officer or employee of District 131 or their immediate family members, is interested financially in the proposed contract.

#### 15. HOLD HARMLESS AND INDEMNIFICATION

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

- A. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- B. Bodily injury, including death, to any person or persons (including contractor's officers, employees, supervisors, and servants) or damage to or destruction of any property, including the loss of use thereof:
  - i. Caused in whole or in part by any act, error, or omissions by the contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
  - ii. Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks, and property adjacent thereto.
  - iii. Arising directly or indirectly out of the use, misuse, or failure of any machinery or equipment used directly or indirectly in the performance of this contract.

#### 18. GOVERNING LAW

The contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect.

#### 19. VENDOR'S AGREEMENT

The Vendor hereby declares understanding, agreement, and certification of compliance to provide the products to the School District, at the prices quoted, in

accordance with all terms and conditions, requirements, and specifications of the original RFP specifications, and any issued addenda. The Vendor further agrees that the language of this document shall govern in the event of a conflict with (1) his/her RFP or (2) any subsequent purchase order between the Vendor and the School District. The Vendor further agrees that upon receipt of an authorized purchase order or when an authorized official of the School District countersigns this document, a binding contract shall exist between the Vendor and the School District. This document combined with amendments, the Vendor proposal, its required submittals, and the purchase order, if any, shall comprise the binding contract.

## **EAST AURORA SCHOOL DISTRICT 131 ATHLETIC TRAINING SERVICES SPECIFICATIONS**

The District is seeking a flat fee arrangement to provide the ANTICIPATED services described below. The District reserves the right to make changes to these services on an annual basis. An equitable adjustment in the proposed fee shall be negotiated if the cost or the time required for athletic training services are increased or decreased pursuant to a change in the needs or time requested by the District.

- Provide licensed, certified athletic trainers as needed, and after-school Monday-Friday and Saturdays.
  - Provide one (1) athletic trainer for 80 hours every 2 weeks July 1<sup>st</sup> – June 30<sup>th</sup> yearly in accordance with East Aurora High School and IHSA calendar
  - Provide one (1) additional athletic trainer to work 40 hours per 2 weeks during the fall and spring seasons in accordance with the school and the IHSA calendar.
- Services shall begin as requested by the Athletic Director and in accordance with the IHSA calendar.
- Schedules to be determined by the Athletic Director as best to cover needs.
- Any extra coverages outside of this agreement to be billed at the average hourly rate of 5 schools that the vendor works with within a 35 mile radius of East Aurora.
- The schedule for the part-time training will be provided no less than 4 weeks prior to work. Every attempt will be made to set the part-time schedule before the start of the season.
- Athletic training services may also be needed for Illinois High School Association post-season events when schools are selected to serve as host sites.
- Trainer must provide their own cell phone and shall keep the cell phone on their person at all times.
- Trainers must provide their own transportation and will not be paid for mileage expenses.

### **DUTIES OF THE CERTIFIED TRAINER TO INCLUDE, BUT ARE NOT LIMITED TO:**

- Provide pre-event and practice taping.
- Provide home and away event coverage.
- Provide post game follow-up and assessment.
- Provide on-site athletic training including injury care and evaluations.
- Provide on-site follow-up treatment and injury care for injuries sustained by athletes.
- Maintain complete and accurate records on all student athletic injuries and treatments.
- Perform the duties included in, but not limited to those found in the Illinois Athletic Training Act.

- Educate the coaches, players and parents on the importance of medical care and follow-up after an athletic injury as requested by the Athletic Directors.
- Attend and speak at parent, student and coach's meetings as requested by the Athletic Director.
- Provide instructor certified CPR and AED training to District staff, upon request.
- Advise the school on supplies and training equipment needed to run the sports medicine program
- Coordinate up to three (3) First Aid, AED, CPR trainings for coaching staff a year provided by the company at no charge to the school or district.
- Oversee and help implement school and district concussion policies in accordance with state laws.
- Provide conditioning and flexibility training suggestions to coaching staff
- Assist in the monitoring of injuries and assist in developing an injury prevention training program
- Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students
- Document all injuries, treatment, rehab, and maintain all records and logs
- Communicate with athletes, parents, coaches and athletic director on any and all injuries, treatment plans, and expected return to play timelines
- Attend all school practices, games and other functions as set forth by school. School will work with company when scheduling conflicts arise. Company will provide extra coverage at no cost to the school up to 10 dates a school year when multiple events are going and the trainer(s) provided cannot cover it all.
- Perform other duties as assigned by the Athletic Director relative to the athletic trainer position.

From time to time the District may need additional training services. Provider will make every reasonable attempt to provide additional training services for unscheduled events, school affiliated functions, coaching and staff training and other events. These additional services will require the written authorization of the Chief Financial Officers, to be billed at the hourly rate provided in the response below.

**REQUIREMENTS:**

- All athletic trainers must be certified by the National Athletic Trainers Association, licensed in the State of Illinois and current in their professional development hours.
- Trainers must be familiar with the Impact Testing program used for concussions and trained in administering tests to students who have sustained head injuries.
- Provider must have provided athletic training services for at least three other large high school or unit districts in the State of Illinois within the last five years.

**DISTRICT RESPONSIBILITIES:**

- District will provide a list of student athletes that require standing orders for emergency epinephrine and other special medical needs or emergency protocol as allowed by law.
- District will provide use of a training room, supplies and equipment necessary to carry out the duties and responsibilities required of an athletic trainer.
- District will make every reasonable attempt to notify contracted trainer of schedule changes 14 days prior to the event.
- District will provide bulletin board space upon request for the athletic trainer to post athletic training and sports medicine information.
- District will provide athletic trainer opportunities to educate parents and athletes on the importance of medical care and injury follow-up.
- District will display standard sized banner paid for by the Provider in the stadium (fall), main gymnasium (winter) and baseball field (spring). The banner will be subject to the same approval process as other District banners.
- District will provide a link to the provider's website for each school's athletic department page.
- District will provide a District logo to be used by the provider for affiliation purposes.

**TIMELINE:**

The base contract shall cover the 2020-21 school year with the option to renew for two additional years. An alternate cost may be provided for a three (3) year contract with two option renewals.

**PROPOSAL COMPONENTS:**

A complete proposal submission will include the following components:

- Legal name of the athletic service provider submitting the proposal
- The name(s), professional qualifications and length of time in practice each athletic trainer who may provide services pursuant to the athletic trainer service provider's contract.
- A minimum of three (3) references of clients similar to the school district. References should include name, title, phone number and email address.
- Statement of Understanding of the scope of services
- Profile of your organization
- Full listing of services to be provided
- Completed RFP package including pricing, references and certifications
- Proposals must be signed by a person legally authorized to bind the athletic trainer service provider submitting the proposal.

- ALL PROPOSALS ARE DUE AT 10:00 A.M., JULY 10<sup>th</sup>, 2020. **NO LATE SUBMISSIONS WILL BE ACCEPTED.**



**EAST AURORA SCHOOL DISTRICT 131**  
**ATHLETIC TRAINING SERVICES**  
**PROPOSAL FORM**

The proposal shall contain a **maximum fee** for fiscal years 2020-21, 2021-22 and 2022-23 in accordance with the detailed description of services required. An equitable adjustment in the proposed fee shall be negotiated if the cost or the time required for athletic training services are increased or decreased pursuant to a change in the needs or time requested by the District or provisions to the effect that in the event changes in the law or requirement of services create extraordinary circumstances which warrant more intensive and detailed services.

<u><b>1 Year Proposal</b></u>	<u><b>Annual Cost</b></u>
Year 1 - 2020-2021	
Renewal #1 (2021-2022)	
Renewal #2 (2022-2023)	
<u><b>Alternate - 3 Year Proposal</b></u>	<u><b>Annual Total Cost</b></u>
Year 1 - 2020-21	
Year 2 - 2021-22	
Year 3 - 2022-23	
<b>TOTAL (3 Years)</b>	
Renewal #1 (2023-2024)	
Renewal #2 (2024-2025)	

Additionally, District 131 requests that your company provide an hourly rate for summer camp training services. Athletic summer camps are held Monday thru Thursday (8 hours per day) for six weeks beginning at the completion of each school year. Hours of required service per day may not be consecutive. Per IHSA bylaws, no summer camps will be allowed the week of July 4th.

**ADDITIONAL HOURLY RATE:** \_\_\_\_\_

Please describe any additional costs not included in the amount above. \_\_\_\_\_  
\_\_\_\_\_

Please describe any variances from the District requested information: \_\_\_\_\_  
\_\_\_\_\_

Submitted By (Company Name):

\_\_\_\_\_

Name & Title (Printed):

\_\_\_\_\_

Date:

\_\_\_\_\_

**EAST AURORA SCHOOL DISTRICT 131**  
**ATHLETIC TRAINING SERVICES**  
**CERTIFICATIONS**

1. **CERTIFICATION** - The undersigned Vendor of contractor hereby certifies that he/she is not barred from submitting proposals on this contract as a result of a violation of either the bid-rigging or bid-rotation provision of Article 33E of the Criminal Code of 1961 as amended. The Vendor also certifies that he/she has read, understands and agrees that acceptance by District 131 of the Vendor's offer by issuance of a purchase order and/or contract will create a binding contract. District 131 may declare the contract void if the certification is false.
2. **NON-COLLUSION AFFIDAVIT** - The undersigned Vendor or supervisor states that he has not, nor has any other member, representative, or supervisor of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be RFP by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and this RFP is made without reference to any other RFP and without any agreement, understanding or combination with any other person in reference to such bidding. Vendor further states that no person, firm or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.
3. **FAIR EMPLOYEE PRACTICES** - It shall be mandatory that the contractor will not discriminate against any employee or applicant 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 Employee Practices Commission as required by the Rules and Regulations for Public Contract.
4. **TOXIC SUBSTANCE** - The successful Vendor must comply with the Toxic Substance Act (PA83-240a). This Act requires that a Material Safety Data Sheet be provided for any product containing one or more toxic substances covered in this Act. The MSDS shall accompany delivery or have been submitted prior to delivery. Payment to vendor will not be made until MSDS is provided.
5. **SEXUAL HARRASSMENT CLAUSE** - Each Vendor must certify that he 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. District 131 is in full compliance with this law.
6. **NO SMOKING CLAUSE** - Vendor agrees that he will abide by the District 131 no smoking policy while on all District 131 sites.

7. **DRUG-FREE WORKPLACE** - Each Vendor must certify compliance with the Drug-Free Workplace Requirement, which stipulates the prohibition of the unlawful manufacture and distribution, dispensing, possession, or use of a controlled substance while on District 131's premises or while performing work for the District.
8. **COMPLIANCE** - The Vendor 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.
9. **RFP MODIFICATION** - In accordance with Illinois law, once the RFPs have been opened, such RFPs may not be modified in any way without written approval of East Aurora School District 131. All Vendors will be bound by any and all math calculations, misquotes of any kind once the RFPs have been accepted, it may not be modified or rescinded without the approval of East Aurora School District 131.

*By signing this document, I state and declare that the Vendor/Contractor listed below and I are in compliance, and will comply with all of the Certifications listed herein.*

---

Signature

---

Vendor/Contractor

---

Firm

---

Phone/Fax

---

Address

---

E-mail

---

City, State, Zip

---

Date

**EAST AURORA SCHOOL DISTRICT 131**  
**ATHLETIC TRAINING SERVICES**  
**REFERENCE LISTING**

In order to determine the ability of the Vendor to fulfill the RFP requirements, all Vendors must furnish reference information as requested. Please provide name, address and phone information for four current/recent **school District clients** and include type of training services provided. Prior experience with large high school Districts is Preferred.

Customer Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

Customer Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

Customer Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

Customer Name \_\_\_\_\_

Contact \_\_\_\_\_

Phone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

Date of Completion \_\_\_\_\_

East Aurora School District 131  
417 Fifth Street  
Aurora, IL 60505

---

## **Check List for Vendors**

- Have you carefully reviewed the specification including “Instructions to Vendors?”
- Have you properly completed all portions of the RFP?
- Have you signed the RFP?
- Have you furnished business references (if required)?
- Have you verified your prices to be sure you have not made an error?
- Have you indicated your total price for items RFP on the RFP Form?
- Is your RFP sealed in the envelope provided?
- Is the envelope clearly marked as required?
- Have you made arrangements to submit samples if required?

## **COURTESY "NO RFP" RESPONSE QUESTIONNAIRE**

**If you are not submitting a proposal, District 131 would like your input as to why you are not bidding. Please indicate your reason and return by RFP Due Date to:**

Dr. Ann C. Williams, Chief Financial Officer  
East Aurora School District 131  
417 Fifth Street  
Aurora, IL 60505

- ☐ Previous commitments, too busy
- ☐ Too small a job
- ☐ Too large a job
- ☐ Our firm is not suited for this type of work
- ☐ Do not like to RFP jobs
- ☐ Could not schedule site examination
- ☐ Cannot get bonding for this job
- ☐ Other (Please Explain)

---

---

---

---

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

Address \_\_\_\_\_

City, State & Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_