

INVITATION FOR BID



**Athletic Training Services Bid
Bid #2024-10**

Bid Due: Monday April 29, 2024 at 11:00am
East Aurora School District 131
Administrative Center
310 Seminary Ave.
Aurora, IL 60505

Request for Sealed Bid

**Athletic Training Services
Beginning with the 2024 – 2025 School Year**

District Contact: Dr. Michael Engel, Assistant Superintendent, CFO
(630) 299-5545, mengel@d131.org

INVITATION TO BID

The Board of Education for the Aurora East School District No.131 will receive bid proposals for Athletic Trainer Services as described herein and subject to the conditions hereinafter stipulated until 11:00 a.m. April 29, 2024, at which time they will be publicly opened and read aloud. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The Board of Education does not accept or assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been received by The School District before the deadline. Bids received after the time specified in this Invitation to Bid will not be considered.

Bid specifications may be secured online at www.d131.org/bidding.

All bids are to be enclosed in a sealed envelope clearly marked "Athletic Training Services Bid #2024-10," and should be delivered to:

Attn:

Dr. Michael Engel, CSBO
Chief Financial Officer
East Aurora School District 131
Administrative Center - Business Office
310 Seminary Ave.
Aurora, IL 60505

For information regarding this bid specification or bid opening, please contact Dr. Michael Engel at mengel@d131.org

The Board of Education reserves the right to reject any or all bids in whole or in part or to accept that bid which is in the best interest of the East Aurora School District #131. Award of Contract shall be based on the fees charged, experience, reputation, and the financial stability of the Contractor as well as strict compliance with the format, terms and conditions of this proposal. A contract will be awarded only after a formal notice is given to a vendor as determined by the Board of Education. The Board of Education reserves the right to waive any and all formalities.

SECTION I – OVERVIEW

A. EAST AURORA SCHOOL DISTRICT 131

East Aurora School District 131 is located in Kane County, approx. 40 miles west of Chicago and serves the portions of the City of Aurora and the Village of Montgomery. The District was organized in 1847 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.

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.*

B. PROCUREMENT SCHEDULE

The schedule for procurement is as follows:

April 5, 2024	Public Notice
April 19, 2024	Deadline for Questions
April 29, 2024	Public Bid Opening
May 6, 2024	Recommendation to Award Bid

SECTION II – GENERAL INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS:

1. Bids shall be submitted in a sealed envelope properly marked "SEALED Athletic Training Services Bid," with the date, and time of the bid opening and delivered to Dr. Michael Engel, Chief Financial Officer on or before the time scheduled for the bid opening. No telephonic bid, facsimile or electronic bid will be accepted.
2. Each Contractor shall submit its bid on the bid forms provided (or an exact facsimile thereof). Failure to do so shall be cause for rejection. Two copies of the bid should be completed and returned. All bids shall be submitted with each space properly completed. Bidders will be held strictly to the bids as submitted, including, but not limited to, all math calculations or mistakes. The submission of a proposal by a bidder will be construed as an indication that bidder is fully informed as to the extent and character of the service required and can offer the services satisfactorily in compliance with the specifications.
3. All bidders shall acquaint themselves with the conditions as they exist in order to become completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise the privileges of the foregoing will in no way relieve the bidder from any obligation with respect to their bid.
4. Correspondence shall be addressed to Dr. Michael Engel, Chief Financial Officer. **All questions must be submitted in writing via email to mengel@d131.org before 9:30 a.m. on, Friday, April 19, 2024, so necessary addenda can be delivered.** All bidders must supply an email address for the delivery of any Addenda. Should a bidder find, during the examination of the Bidding Documents, any discrepancies, omissions, ambiguities, or conflicts in or among the Bidding Documents, or should there be doubt as to their meaning, the bidder shall at once bring the questions to the attention of the School District for answer and interpretation. The School District will review the questions, and where information sought is not clearly shown on the Bidding Documents or specified, the District will make an addendum to all bidders of record in which the interpretation will be made. The School District will make no interpretations orally and only instructions in writing will be deemed valid. The School District will not be responsible for any oral instructions.
5. East Aurora School District 131 will be referred to as "the District", "the School District", "School District 131" or the "Purchaser" throughout the remainder of this document. Any person or entity submitting a bid, and the successful bidder, will be referred to as "Bidder," "Contractor," or "Vendor".
6. The School District will not assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by The School District before the specified deadline. The Bidder assumes the risk of any delay in the handling or delivery of mail. Bids may be withdrawn by letter, telegram or in person prior to the time and date established for the opening of bids. Bids received after the specified bid opening time shall not be accepted.
7. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board of Education, but in no case shall such consent relieve the Contractor from its obligations under, or change the terms of the contract.

B. BID BOND:

A Bid Bond is not required.

C. STATEMENT OF PRICE:

Unless otherwise specified in the invitation to bid, your proposal price must be a delivered price, with all transportation charges paid by the bidder to each location. Delivery must be made to the locations as specified and on the dates indicated in the specifications.

D. EXCEPTIONS:

Upon acceptance and award of the bid, these bid specifications, in their entirety, along with all of the terms set forth in the bid documents as hereafter defined, will serve as the Contract. Any exceptions to these terms and conditions or deviations from the written specifications must be shown in writing and attached to the bid form.

E. OTHER GENERAL REQUIREMENTS MADE:

1. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if made in all respects without collusion, and if no member of the Board of Education of The School District or other officer of The School District is directly or indirectly interested in the bid or in any portion of the profits thereof.
2. If Contractor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, The School District may cancel the contract without liability except for services completed.
3. Payment by the District for services supplied hereunder shall not constitute acceptance thereof if subsequent information discloses Contractor's failure to meet specifications contained herein.
4. Purchase order number and vendor name must appear on each invoice submitted to the District for payment.

**East Aurora School District #131
Board of Education**

**SECTION III
BID CONDITIONS AND SPECIFICATIONS**

A. CONDITIONS:

1. Sealed Bids

Sealed bids will be received by the Board of Education of the East Aurora School District #131 for the provisions of services as set forth in the attached specifications and/or plans, which are incorporated by reference herein.

2. Bid Documents

The bid documents include all documents included in this Invitation for Bid and all documents attached hereto including but not limited to the following forms and attachments, all of which must be completed by the bidder:

1. Bid Proposal Form
2. Signature Page
3. References
4. Eligibility Certificate
5. Drug-Free Workplace Compliance
6. Sexual Harassment Policy
7. Equal Opportunity Certificate
8. Employment of Illinois Workers Certificate
9. Non-Collusion Affidavit
10. Contractor Ownership Questionnaire

3. Modification

The Bid documents including the Uniform General Terms and Conditions shall constitute the entire agreement between the parties upon the award of the contract. No change in addition to or waiver of terms, conditions, or specifications herein shall be binding on the District unless approved in writing by the District. Any change, addition, or amendment of the terms of this document shall be tendered in the bid envelope on the alternate proposal form with an explanation of the proposed alternate.

4. Bid Submission

The bid proposal forms shall be submitted to the Business Office of East Aurora School District 131 located at 310 Seminary Ave. Aurora, Illinois 60505 and tendered to Dr. Michael Engel,

Assistant Superintendent, CFO. The sealed bid must be submitted on the forms provided within the time frame heretofore set forth in the Invitation for Bid.

5. Withdrawal of Proposals

Bidders may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no bidder shall withdraw or cancel a submitted proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals, nor shall the successful bidder withdraw or cancel or modify the accepted proposal after having been notified by the Assistant Superintendent CFO that said proposal has been accepted by the Board of Education.

Where the contract requires approval by another agency, such as the Federal Government or State of Illinois, then the bidder shall not withdraw or cancel or modify the submitted proposal for a period of ninety (90) days after said advertised closing time for the receipt of proposals.

6. Change or Withdrawal of Bids

A bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the District before the latest time specified for submission of bids. Any change may be made only by substitution of another bid.

7. Late Bids

Bids received after the time specified in the invitation to bid will not be considered. The method of transmittal of the bid proposal is at Seller's risk of untimely receipt by the District.

8. Award of Bids

The contract shall be awarded to the bidder who, in the judgment of the District, possesses the highest level of professional skill who can provide the services called for in the agreement at the most reasonable rates.

9. Bid Reservations

The District reserves the right to reject any and all bids or any part thereof, to waive informalities, irregularities and immaterial technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the District after all bids have been examined and evaluated.

10. Payment

Payment by the District for services provided hereunder shall not constitute acceptance thereof if subsequent information discloses that the services were not provided or were not in accord with the specifications set forth herein.

11. Delivery

The contractor agrees to provide services at such times and places as shall be designated by the District in conjunction with the athletic training, conditioning and rehabilitation schedules of the District which shall take into consideration the number of athletic programs undertaken by the District and the number and location of such facilities at which such programs are carried out. The contractor agrees to abide by the unit prices set forth in the Contractor's Bid Proposal without regard to the time or place at which services are performed.

12. Cancellation

The District reserves its right to cancel all or any part of the agreement reached between the District and contractor if contractor fails to deliver all or any of the services described in the invitation to bid in accordance with the terms, conditions, and specifications contained herein. Acceptance of any of the services covered by the invitation to bid shall not obligate the District to accept future services nor deprive it of its right to revoke any acceptance theretofore given. If Contractor ceases to conduct its operations in the ordinary course of business for any reason (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Contractor, or if a receiver for Contractor is appointed or applied for, or if an assignment for the benefit of creditors is made by Contractor, the District may cancel this agreement without liability except for services previously provided in accordance with the terms, conditions, and specifications contained herein.

13. Waivers

The District's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the District's right thereafter to enforce and compel strict compliance with every term, condition, and specifications hereof.

14. Alternate Bids

Alternate bids shall not be considered a counteroffer. An alternate bid shall not become a part of the contract unless approved by the District in writing upon the award of the bid. If bidding other than specified, alternates offered must be guaranteed equal or better than that originally specified. Burden of proof is on the bidder. Alternate bids should include specifications, and any other information pertinent to the alternate proposal.

15. Unit and Total Prices

The price for the units specified in the invitation to bid should be clearly shown for each separate item in the space provided on the bid form. Only one-unit price should be quoted for each item and this unit price should be according to the unit of measure as shown in the bid invitation. The total price for the quantity requested should also be shown. If the group totals are requested in the bid invitation, bidders should show group totals on the space provided.

16. Acceptance of Split Award

Every attempt will be made to award the contract on an overall low bid basis. However, the right is reserved to split the award if it is in the interest of the District. If a split award is not acceptable to a bidder, it must be so stated in the bid.

17. Price Durability

It must be stated in the place provided on the bid for the period of time your price will continue to be firm. This period must be at least 30 days after the latest time specified for submission of bids.

18. Earliest Delivery Time

Bidder must provide service upon receipt of direction from the District unless otherwise specified in the invitation to bid. Bidder must indicate time required for delivery of services in response to such direction on bid.

19. Compliance with Laws

In addition to the terms set forth in the General Conditions hereafter set forth, Contractors will be required to comply with all laws, including those relating to the employment of labor and the payment of the general prevailing rate of wages in the locality for each craft or type of worker or mechanic needed to execute the contract or perform such work.

20. Interpretation of Contract Documents

If any person or entity contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, such person or entity may submit to the Assistant Superintendent CFO a written request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Assistant Superintendent CFO. A copy of such addendum will be emailed to potential bidders. No questions or clarifications will be answered or posted within 48 hours of the bid opening. Prior to the 48-hour deadline, all questions and/or clarifications asked by a bidder will be emailed to potential bidders. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.

21. Order of Precedence of Component Contract Parts

- A. General Conditions.
- B. Addenda, if any.
- C. Special Conditions

- D. Advertisement for proposals (copy of advertisement shall be attached to back of cover).
- E. Instructions to Bidders.
- F. Performance Bond, if required.

The foregoing order of precedence shall govern the interpretation of the contract in all cases of conflict or inconsistency therein.

22. State Tax

The District is exempt from paying Illinois Use Tax (Ill. Rev. Stat., ch. 120,S 439.3) and sales to the District are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat., ch.120, S441).

23. Federal Excise Tax

The District is exempt from paying Federal Excise Taxes (I.R.S. ch.32, subchapter G, S 4221).

24. Federal Transportation Tax

In computing transportation costs, bidders should not include any federal transportation tax, because the District is exempt.

25. Insurance

The Contractor shall take out and maintain during the life of this contract the following insurance with minimum limits as shown. A Certificate of Insurance including the minimum insurance requirements as set forth below shall be issued to East Aurora School District 131 naming the District as an additional named insured on a primary basis

- 1. Workers Compensation Coverage A - Statutory
 Coverage B - \$500,000

- 2. Comprehensive General Liability

Public Liability	Each Person	\$500,000
	Each Accident	\$1,000,000*
Property Damage	Each Person	\$500,000
	Each Accident	\$1,000,000*
Professional Liability	Each Person	\$500,000
	Each Occurrence	\$1,000,000

* Or "combined single limit" of \$1,000,000

Certificate shall be on the "Comprehensive" form and include:

Products/Completed Operations
Blanket Contractual Insurance
Broad Form Property Damage
Independent Contractors

The aforesaid public liability and property damage insurance shall also include indemnity insurance against any and all claims that may arise during the course of the contract under the provisions of Section 60, 69, Chapter 49, Illinois Revised Statutes, 1959 (Scaffolding Act).

3. Comprehensive Automobile

Public Liability	Each Person	\$500,000
	Each Accident	\$1,000,000*
Property Damage	Each Person	\$500,000
	Each Accident	\$1,000,000*

* Or "combined single limit" of \$1,000,000
Including Non-Ownership & Hired Car

4. Umbrella Liability \$ 1,000,000 Excess of Underlying limits

The Contractor shall file a copy of all policies with the District before an exposure to loss may occur."

26. Force Majeure

In the event that the District does not require services due to a circumstance beyond its control (weather, Act of God, or pandemic), the District will not be required to pay for services not rendered.

EAST AURORA SCHOOL DISTRICT #131
Board of Education

B. BID SPECIFICATIONS – ATHLETIC TRAINING SERVICES

1. **Contract Date/Term:** A Three - Year contract beginning on July 1, 2024 through June 30, 2027.

2. **Required Services:** The Contractor, with the approval of the District, shall designate a properly certified athletic trainer to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the District (“Services”) and to provide one additional certified athletic trainer as hereafter specified in Paragraph 7 of this Section III(B). The **Services** shall consist of:
 - A) Assist in the coordination of the sports medicine program at the school.
 - B) Advise on supplies and training equipment needed for the sports medicine program.
 - C) Assist faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
 - D) Assist faculty and athletic coaching staff in the design and implementation of a continuing education program (i.e., CPR, AED, etc...) for the athletic coaching staff.
 - E) Provide conditioning and flexibility training suggestions to the coaching staff under the direction of a licensed physician to be provided through the school.
 - F) Assist in monitoring athletic injuries and assistance in developing an injury prevention training program (concussion protocol) under the direction of a licensed physician to be provided through the school.
 - G) Coordinate and provide injury follow-up and evaluation to assist the treating physicians of students.
 - H) Attend school practices, games and other functions as set forth on the attendance schedule unless the school has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the District’s athletic director, shall determine which athletic events are to be covered.

The parties acknowledge that from time to time the attendance schedule may be modified by mutual written consent of both parties.

3. Home Games

It will be the primary responsibility of the Contractor to attend scheduled athletic events at the District’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the District’s athletic director or other designee shall notify the Contractor whether the Contractor shall assign one of the two trainers contemplated by Paragraph 7 of this Section III(B) to each scheduled athletic event subject to the Agreement or whether the Contractor shall provide only one trainer to attend one of the scheduled events.

4. Site of Services and the District Support of Programs

The District shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students. The District shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The District shall include Contractor on any communications regarding schedule changes exchanged between the District and its coaches. The District shall submit to the Contractor, prior to the commencement of each school year covered by the agreement, a schedule of school holidays and shall provide the contractor with a schedule of practices and games at which services are required at least 14 days prior to the scheduled event. The District agrees to provide appropriate support for the development and implementation of a sports medicine program to be followed at athletic practices and events and shall designate an individual athletic director to directly monitor and evaluate compliance by the Contractor. The District shall be responsible for providing access to all emergency phone locations.

5. Independent Contractor

Through this process, the Contractor will act in the capacity of an independent contractor, and shall not act as an agent, servant, partner, nor employee of the District. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state, and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Contract, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the District to its employees, including but not limited to workers' compensation insurance, disability insurance, medical insurance, and employment insurance shall be made available by the District to the Contractor or any of the Contractor's agents, servants, or employees. The Contractor has no authority to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the District or to bind the District in any way whatsoever.

6. Assignment

The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel and the Contractor shall remain solely liable for the oversight and performance of such personnel. The Contractor shall seek input from the District regarding performance feedback of the assigned Trainer.

7. Attendance Schedule

The Contractor will provide two (2) certified athletic trainers for the school terms of July 1, 2024 through, and including, June 30, 2027 for approximately 40 hours per week per certified athletic trainer during the school year. All of the expenses of the Contractor's athletic trainer are included at no additional charge. The Contractor's athletic trainers will only cover state sanctioned events. If the District is not a member of a state association, the Contractor's athletic trainer will only cover

school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainers and the District's athletic director.

8. Coverage

Athletic Training Room and Game coverage is based on forty (40) hours per week.

Fall: Coverage will be from 2:00 p.m. until 6:30 p.m. or until the last contest ends, for all levels at all home contests and practices for the following sports:

- Boys Football
- Boys Soccer
- Boys and Girls Cross Country
- Boys and Girls Golf
- Girls Tennis
- Girls Volleyball
- Any IHSA Tournament or any Interstate 8 Tournaments hosted by the District

Winter: Coverage will be given from 2:00 p.m. until 6:30 p.m. or until the last home contest ends, for all levels at all home contests for the following sports:

- Boys and Girls Wrestling
- Boys and Girls Bowling
- Competitive Cheer
- Competitive Dance
- Boys and Girls Basketball
- Any IHSA Tournament or any Interstate 8 Tournaments hosted by the District

Spring: Coverage will be given from 2:00 p.m. until 6:30 p.m. or until the last home contest ends, for all levels at all home contests for the following sports:

- Boys Baseball
- Boys & Girls Track and Field
- Boys LaCrosse
- Boys Tennis
- Girls Soccer
- Girls Softball
- Any IHSA Tournament or any Interstate 8 Tournaments hosted by the District

Summer: Coverage during the months of June and July will be determined based upon mutual agreement between the Contractor and the District.

9. Seasonal Invoicing

Billing is to be sent on a seasonal basis (September, December, and March).

SECTION IV - UNIFORM GENERAL TERMS AND CONDITIONS

A. CONTRACT INTERPRETATION:

Implied Contract Terms: Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

Relationship of Parties: The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.

Severability: The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

No Parole Evidence: This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

No Waiver: Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

B. CONTRACT ADMINISTRATION AND OPERATION:

Non-Discrimination: The Contractor shall comply with all applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

Property of The School District: Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of The School District. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of The School District.

C. RISK AND LIABILITY:

- 1. Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does

not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

2. Indemnification Property and Injuries: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless The School District and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission or failure to act (whether negligent, willful, wrongful, or otherwise) by the Contractor, its agents, its subcontractors, anyone directly or indirectly employed or engaged by them or anyone for whose acts they may be liable; (ii) failure by the Contractor or its subcontractors to comply with any Laws applicable to the performance of the Waste and Recycling Services; (iii) any breach of this Contract, including, without limitation, any representation or warranty provided by the Contractor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Contractor's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

3. Third Party Antitrust Violations: The Contractor assigns to the Board of Education any claim for overcharges resulting from antitrust violation to the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

D. CONTRACT TERMINATION:

1. Cancellation for Conflict of Interest: The Board of Education may cancel this Contract after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the Board of Education is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

2. Gratuities: The School District may, by written notice, terminate this Contract, in whole or in part, if the Board of Education determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of The School District for the purpose of influencing the outcome of the

procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The Board of Education, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.

3. Suspension or Debarment: The Board of Education may, by written notice to the Contractor, immediately terminate this Contract if the Board of Education determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
4. Termination for Convenience: The Board of Education reserves the right to terminate the Contract in whole or in part for convenience at any time without penalty or recourse upon 90 days prior written notice. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the Board of Education. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to The School District. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination.
5. Termination for Default: In addition to the rights reserved in the Uniform Terms and Conditions, the Board of Education reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Board of Education shall provide written notice of the termination and the reasons for it to the Contractor.
6. Remedies Upon Termination: Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Board of Education.

In addition to any other remedies provided by law, the District may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The

Contractor shall be liable to the Board of Education for any excess costs incurred by the Board of Education procuring the materials or services.

7. Continuation of Performance through Termination: The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

E. REGISTERED SEX OFFENDER RESTRICTION:

Registered Sex Offender Restriction: The successful bidder agrees that no employee of the Vendor or a subcontractor of the Vendor, who has been adjudicated to be a registered sex offender, will perform work on The School District premises or equipment at any time when students are, or are reasonably expected to be, present. The Vendor further agrees by acceptance of this contract that a violation of this condition shall be considered a material breach and may result in a cancellation of the contract at The School District's discretion.

F. BIDDER'S CERTIFICATIONS:

Each bid must be accompanied by a Contractor Eligibility Affidavit certifying that the Bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]. The form for Contractor Eligibility Affidavit is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Contractor Eligibility Affidavit.

G. EMPLOYMENT PRACTICES:

During the performance of this contract, the Contractor agrees to the following:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The Contractor will take affirmative action to insure the applicants are employed, and that employees are treated during

employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of the nondiscrimination clause.

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, [775 ILCS 5/1 – 101 et. *Seq.*], as amended from time to time, and that the Contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors shall comply with all requirements of the Illinois Human Rights Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under that Act.

The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

The Contractor will cause the foregoing provisions to be inserted in all sub- contracts for any work covered by this contract so that such provisions will be binding upon each sub-contractor, provided that the foregoing provisions and shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.

Pursuant to Section 2-105 (A) (4) of the Illinois Human Rights Act, the Contractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- The illegality of sexual harassment;
- The definition of sexual harassment under state law;
- A description of sexual harassment, utilizing examples;
- The Contractor/Subcontractor's internal complaint process, including penalties;
- The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- Directions on how to contact the Department and the Commission;
- Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act; and
- The obligation to provide sexual harassment training.

A copy of these policies shall be provided to The School District on request.

Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the Bidder has a written sexual harassment policy as required by section 2-105 of the Illinois Human Rights Act [775 ILCS 5/2- 105]. The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy.

Each bid from a Contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the Bidder is not barred from bidding on public contracts due to a violation of the Illinois Drug- Free Workplace Act (30 ILCS

580/1 *et seq.*). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the Contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug- Free Workplace Act. The form of the Certificate of Compliance with the Illinois Drug-Free Workplace Act is included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the Bidder has made false certification or that the Bidder has violated the certification to carry out the requirements of the Illinois Drug-Free Workplace Act.

The Contractor shall comply with all provisions of the Prevailing Wage Act if applicable to this contract.

The Contractor shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and the standards and regulations issued thereunder and shall certify that all units furnished under this bid will conform to and comply with said standards and regulations.

By entering the contract, contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations.

The Board of Education may request verification of compliance from any contractor or subcontractor performing work under this contract. The Board of Education reserves the right to confirm compliance in accordance with applicable laws.

Should the School District suspect or find that the contractor or any of its subcontractors are not in compliance, the Board of Education may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

H. FINGERPRINT CHECKS:

For any individual required to provide services on The School District property at least five (5) times during a month, or who is or will be in contact with students, the, contractor shall, at contractor's cost, submit a

full set of fingerprints to The School District in accordance with the provisions of Section 10-21.9 of the Illinois School Code. The cost of any required criminal history fingerprint checks shall be paid by the Contractor.

ATTACHMENT 1

EAST AURORA SCHOOL DISTRICT #131

310 Seminary Ave.

Aurora, IL 60505

Dr. Michael Engel, Assistant Superintendent, CFO (630) 299-5545

BID PROPOSAL FORM – Please submit one copy of the bid proposal

Name of Bidder _____

Address _____

City/State/Zip _____ Phone _____

Project No. 2024-10 Date & Time of Bid Opening: April 29, 2024 11:00 a.m.

Bids must be delivered to East Aurora School District 131, 310 Seminary Ave., Aurora, IL 60505 prior to April 29, 2024 at 11:00 a.m. and labeled **SEALED BID – ATHLETIC TRAINER SERVICES**.

BASE PROPOSAL: - We hereby submit our proposal for **ATHLETIC TRAINER SERVICES** more clearly set out in bid specifications on Project No. 2024-10, which are incorporated by reference herein and are a part of this bid proposal. We acknowledge that proposed alternative bids shall not be considered a counter offer and shall not become a part of this contract unless the Board of Education specifically agrees in writing to such alternatives.

1. **Base Bid.** For providing all work, material, goods, and/or services in accordance with all the terms and conditions of the bid specifications not including alternate bids:

Bid Total Cost for 2024-2025	\$ _____
Bid Total Cost for 2025-2026	\$ _____
Bid Total Cost for 2026-2027	\$ _____
TOTAL BID COST	\$ _____

2. **Hourly Rate.** Rate for hours over and above the activities in the attendance schedule required in the bid packet:

2024 – 2025	\$ _____
2025 – 2026	\$ _____
2026 – 2027	\$ _____

It is understood and agreed that the Board of Education reserves the right to award the contract in accordance with its best interest, to reject any and all bids, to waive any informalities in bidding.

This proposal may not be withdrawn, and shall remain in force for a period of 60 days after the bid opening.

(Signature)

(Name of Authorized Agent of Bidder)

ATTACHMENT 2

SIGNATURE PAGE

If awarded a contract under this proposal, the undersigned agrees to comply with all specifications, addenda, and requirements of the District and to hold amounts as bid.

Authorized Signature

Typed

Title

Company

Address

City, State, Zip

Telephone Number

Current Date

ATTACHMENT 3

REFERENCES

List below the last three (3) businesses or other organizations for which you have provided comparable services.

1. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE
JOB: _____

2. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE
JOB: _____

3. ORGANIZATION:

ADDRESS:

CITY, STATE, and ZIP CODE:

TELEPHONE NUMBER:

CONTACT PERSON:

DATE OF SERVICES:

DOLLAR AMOUNT OF THE
JOB: _____

OFFERER'S NAME: _____

SIGNATURE: _____

DATE: _____

COMMENTS

ATTACHMENT 4

CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the _____ work for East Aurora School District #131, Aurora, Illinois, of Kane County, Illinois certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this ____ day of _____, 2024

NOTARY PUBLIC

ATTACHMENT 5

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

_____, having 25 or more employees, does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2024

NOTARY PUBLIC

ATTACHMENT 6

**CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY**

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2024

NOTARY PUBLIC

ATTACHMENT 7

**CERTIFICATE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

_____, does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that it has a written equal employment opportunity policy that is in compliance with all terms and conditions of the Equal Employment Opportunity provisions of the Illinois Human Rights Act.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2024

NOTARY PUBLIC

ATTACHMENT 8

**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

_____ agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then _____ agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An “Illinois laborer” is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: _____

By: _____

(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this _____ day of _____, 2024

NOTARY PUBLIC

ATTACHMENT 9

NON-COLLUSION AFFIDAVIT

AFFIDAVIT: “I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade.”

The following affidavit must be signed and submitted with bidder’s bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid for the Athletic Training work for East Aurora School District #131, Aurora, Illinois certifies that said Contractor is not barred from bidding on the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.

Firm: _____

By: _____
(Signature)

(Printed Name & Title)

SUBSCRIBED and SWORN TO before me
this ____ day of _____, 2024.

NOTARY PUBLIC

ATTACHMENT 10
CONTRACTOR OWNERSHIP QUESTIONNAIRE
(to be used solely for reporting purposes)

Pursuant to 105 ILCS 5/10-20.44 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to ‘minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses’ for contracts over \$25,000. In order to comply with this requirement, we request contractors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District?

For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority –Cook County –Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: ‘Minority owned business, female owned business, and business owned by a person with a disability’ means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____

“Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or(c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan

Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____

“Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

**Is Your Company a Business Owned By Persons with Disabilities?
YES _____ NO _____**

“Person with a disability” means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where “Disabled” means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).