

INVITATION FOR BID



Physical Education Uniforms Bid Bid #2024-15

Bid Due: Monday, June 24, 2024 at 9:30 a.m.

East Aurora School District 131
Administrative Center
310 Seminary Ave.
Aurora, IL 60505

Request for Sealed Bid

**Physical Education Uniforms
Beginning with the 2024 – 2025 School Year**

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

EAST AURORA SCHOOL
DISTRICT 131 PUBLIC BID
NOTICE #2024-15 PHYSICAL
EDUCATION UNIFORMS

Notice is Hereby Given that the Board of Education for Aurora East School District #131 will receive bids for PE Uniforms. Sealed bids will be accepted up to but not later than **9:30 a.m. local time, Monday, June 24, 2024**. Bids received after that date and time will not be considered and will be returned unopened.

Bids will be opened and publicly read aloud at the Administrative Center, 310 Seminary Ave., Aurora, Illinois 60505 **9:30 a.m. local time, Monday, June 24, 2024**. All sealed bids are to be mailed/delivered to the Administrative Center, 310 Seminary Ave, Aurora, Illinois 60505 to the attention of Dr. Michael Engel, Chief Financial Officer.

Prospective bidders may obtain bid documents from the district website at <https://www.d131.org/business-office/bidding/>. For information regarding this request, please contact the district via email at mengel@d131.org.

All bids are to be enclosed in a sealed envelope clearly marked "Bid #2024-15 – PE Uniforms," and should be delivered to:

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

All bids must conform to and be responsive to the bid specifications and be on the bid forms provided by the School District. The District is not responsible for errors or misinterpretations resulting from the use of incomplete bidding documents. Questions regarding the bid documents are to be submitted to the district mengel@d131.org no later than June 17, 2024 at 9:30 a.m. CST

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

INVITATION TO BID

The Board of Education for the Aurora East School District No.131 will receive bid proposals for PE Uniforms as described herein and subject to the conditions hereinafter stipulated until 9:30 a.m. June 24, 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 "PE Uniform Bid #2024-15," 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 – DISTRICT 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:

June 4, 2024	Public Notice
June 17, 2024	Deadline for Questions
June 24, 2024	Public Bid Opening
July 1, 2024	Recommendation to Award Bid

SECTION II - INSTRUCTIONS TO BIDDERS

A. GENERAL INSTRUCTIONS:

1. Bid and samples (if any) shall be submitted in a sealed envelope properly marked "SEALED PE Uniform 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 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 he 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 his 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, Monday, June 17, 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 he be in doubt as to their meaning, he 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 cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by The School District before the specified deadline. 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 or change the terms of the contract.

B. BID BOND:

A Bid Bond is not required.

C. PRICING:

Unless otherwise specified in the Invitation to Bid, your proposal price must be a delivered price, F.O.B. Aurora, the Board's destination, with all transportation and handling charges paid by the bidder to each location. Delivery must be made to the locations as specified on **Exhibit A** on the dates indicated in the specifications of this document, when applicable.

D. WITHDRAWAL OF BIDS:

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

E. RESERVATION OF RIGHTS BY THE SCHOOL DISTRICT:

The East Aurora School District 131 Board of Education reserves the right to reject any or all bids, to waive informalities, and to accept the bid which it considers to be in the best interests of The School District. **Any such decision shall be considered final.**

F. REQUIRED DOCUMENTS:

1. Contractor Bidder Questionnaire
2. Contractor Ownership Questionnaire
3. Contractor Eligibility Affidavit
4. Certification Form (Prevailing Wage, Employment Practices, Sexual Harassment Policy and Drug-Free Workplace
5. References
6. Receipt of Addenda
7. Base Bid Form

G. EXCEPTIONS:

Upon acceptance and award of the bid, these bid specifications, in their entirety along with the terms set forth herein, 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.

H. OTHER GENERAL REQUIREMENTS:

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. The successful bidder shall comply with all applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the contract.

Additionally, the successful bidder shall comply with all of the laws and regulations pertaining to Equal Opportunity Employment and Fair Employment Practices including the Illinois Human Rights Act. The successful bidder shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair employment practice. The successful bidder further agrees that this article will be incorporated by the successful bidder in all contracts entered into with suppliers of materials or services, subcontractors and all labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or who may perform any such labor services in connection with this contract.

Further, the successful bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with PA 87-1257 and Section 2-105A(4) of the [Illinois Human Rights Act, 775 ILCS 5/2-105A(4)], and in the case of a Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug-Free Workplace Act, 30 ILCS 580/3. Also, the successful bidder must complete the Contractor Information Form (included in bid specifications).

4. The successful bidder shall, as contemplated by Section 10-20.44 of the Illinois School Code, certify to District 131:
 - A. whether the bidder is certified by a certifying agency in the State of Illinois as (or eligible to be certified as) a minority owned business, a female owned business, or a business owned by a person or persons with disabilities as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act [30 ILCS 575/1 et.seq.]; and
 - B. whether the bidder is a locally owned business.
5. All material and workmanship shall be subject to inspection and test by Board or its designee. The Board reserves the right to reject any goods which contain defects in material or workmanship, which fail to meet the specifications contained herein or any warranties (expressed or implied). Rejected goods shall be removed at the expense of the contractor, including all transportation costs, promptly after notification of rejection. As to rejected goods, contractor shall bear all costs of inspection and all risks of loss.
6. Payment by the Board for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet specifications contained herein.
7. Purchase order number and vendor name must appear on each invoice submitted to the Board for payment.

SECTION III - SPECIAL TERMS AND CONDITIONS

A. PURPOSE:

The purpose of this bid is to enter into a contract with an authorized vendor to provide Physical Education Uniforms for The School District.

B. INVESTIGATION OF CONTRACTORS:

The Board of Education will make such investigation as is necessary to determine the ability of the Contractor to fulfill bid requirements. The Contractor shall furnish such information as may be requested and shall be prepared to produce such financial documentation as well as show types of services or supplies similar to that included in the bid. Interested contractors must demonstrate a proven track record in implementing similar programs with other "like organizations" and must have been in business for at least five (5) years. The Contractor must submit at time of bidding, a list of three (3) references for each type of service required. Each reference must include the name of the business (preferably a school district), contact person, address and telephone number.

C. CONTRACT AWARD/EVALUATION BASIS:

The board reserves the right to split the BID on the basis of best quotation. The Contract will be awarded by The Board of Education to the lowest responsive and responsible Bidder complying with the conditions of the Bid. Determinations will be based on that which in The School District's opinion is in the best interests of The School District. In making determinations, consideration shall be given to the overall costs to The School District for PE Uniforms. **Such decision shall be final.** Other factors to be considered in making the award include but are not limited to: conformity with specifications, support available from vendor representative, past performance, educational programs and materials, variety of programs and services offered, comprehensive reporting, and adherence in providing information as requested in this Invitation for Bid. The School District reserves the right to award the bid for any Schedule, Alternate, or combination of Schedules and Alternates as it deems appropriate.

The Board of Education reserves the right to reject the bid of any Contractor which has previously failed to perform properly, complete on time a contract of similar nature, doesn't have the facilities or equipment available for recyclable service as specified, and which in the Board of Education's opinion is not in a position to perform the contract. The Board of Education also reserves the right to waive informalities or irregularities and to make all decisions in the best interest of the School District.

D. TERM OF CONTRACT:

July 1, 2024 – June 30, 2025 (with School District's option to extend through June 30, 2027)

E. COST AND PRICING:

1. Prices shall be firm for the term of the contract with any price increases explained on the attached bid form. All prices, terms, and conditions must be firm for a period of sixty (60) days from the bid opening date. Prices as stated on the Base Bid Form must be complete for the goods and services offered and shall include all associated costs, **including delivery**.

Price increases for Year 2 and beyond shall not exceed The Consumer Price Index for Urban Consumers – ALL annual rate for December of the previous calendar year.

2. Applicable Taxes:

Bidders shall not include taxes in their quotations from which school districts are exempt; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax. The Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. The Contractor shall, and require all Subcontractors to hold the Board of Education entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

F. PAYMENTS AND BILLING:

1. Payment will be made only after correct presentation of invoices as may be required and in accordance with the Illinois Local Government Prompt Payment Act [50 ILCS 505/1]. A 2% discount shall apply to payments made within 15 days of the receipt of invoice. Payments of any invoice shall not preclude The School District from making a claim for adjustment for any service or item found not to have been made in accordance with the contract specifications.
2. All billing notices must be sent to The School District's Accounts Payable Department. All invoices shall identify the specific item(s) being billed. **PAYMENT WILL NOT BE MADE WITHOUT AN ITEMIZED INVOICE.**
3. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W-9 Form on file with The School District.

G. 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 for convenience upon 90 days prior written notice, in whole or in part at any time, when in the best interests of The School District without penalty recourse. 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 all other remedies provided by law, the Board of Education 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.

H. 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.

I. BIDDER'S CERTIFICATIONS:

1. The Bidder certifies that it is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under 720 ILCS 5/33E-1 et.seq. Each bid must be accompanied by a Certificate of Eligibility to Bid 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 or 1961 [720 ILCS 5/33E- 3, 5/33E-4]. The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered

responsive unless accompanied by the signed Certificate of Eligibility to Bid.

2. During the performance of this contract, the Contractor agrees to the following:
 - a. 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.
 - b. 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 Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employee's rights under the Act.
 - c. 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.
 - d. 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 shall not apply to contracts or sub-contractors for standard commercial supplies or raw materials.
 - e. 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:
 - i) The illegality of sexual harassment;
 - ii) The definition of sexual harassment under state law;

- iii) A description of sexual harassment, utilizing examples;
 - iv) The Contractor/Subcontractor's internal complaint process, including penalties;
 - v) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
 - vi) Directions on how to contact the Department and the Commission;
 - vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act; and
 - viii) The obligation to provide sexual harassment training.
- f. 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.
- g. 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 forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are 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.
- i) The Contractor shall comply with all provisions of the Prevailing Wage Act if applicable to this contract.
 - ii) 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.
- h. 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.
- i. The Contractor, upon request, shall provide the District with copies of the policies called for in this Section III(2).
- j. 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.

SECTION IV – BIDDER REQUIREMENTS

A. REQUIREMENTS:

The purpose of the Bid is to solicit bids from qualified vendors for physical education uniforms for students at the following schools in The District:

Cowherd Middle School
Simmons Middle School
Fred Rogers Magnet Academy

Waldo Middle School
East Aurora High School
NJROTC – located at the High School

- The uniforms for each school shall bear the logos and lettering for each school on the shirts and shorts as suggested in **Exhibits B, C and D** of the Base Bid Form (Attachment 7). The final designs for the logos and lettering will be determined between the District and the successful bidder prior to the production of the uniforms.
- Vendor will provide each school with complete, personalized service including: Delivery of uniforms packaged and labeled for each individual building identified on **Exhibit A**.
- Following the Procurement schedule, Bid will be awarded at the July 1, 2024 Board of Education Meeting. Delivery of all uniforms shall be no later than July 30, 2024. If the need arises, we reserve the right to place a second order based on district needs.
- If there are re-orders due to increased enrollment, prices will remain the same. Specify estimated time of delivery for additional orders after original delivery.
- All prices will remain firm for the duration of the contract and must include transportation charges/fees and shipping.
- Vendors may not offer other products or services to Activity Directors at any time during the performance of this contract.
- Samples (See **Exhibits B, C and D** to Attachment 7):
 - a. Each vendor must submit a sample T-shirt and gym short in accord with **Exhibits B, C and D** of Attachment #7 with their bid
 - b. Color swatches must be provided
 - c. Samples that are not received on or before proposal due date may result in the items being removed from consideration.
 - d. Samples will be returned at the vendor's expense upon written request. Written requests with instructions for the return of samples must be included in the quote. In the absence of a written request, East Aurora SD 131, will assume no responsibility for the return of the samples.
 - e. All samples must be of the exact specifications the vendor purposes to furnish.
- Contract Term: It is the intent of the Board of Education to award a contract beginning July 1, 2024, continuing through June 30, 2025 with the option for the School District to extend this agreement for two additional years which said option shall be exercised by the School District giving written notice of its exercise of this option to vendor no later than the 60th day preceding the end of the then current term. The extension shall be governed by the terms of this agreement.

ATTACHMENT 1

CONTRACTOR BIDDER QUESTIONNAIRE

For

Physical Education Uniforms
East Aurora School District 131

TO THE BIDDER:

In making its award the Board of Education will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire will be basis for rejection of the bid. The Board of Education will use, but will not be limited to, the information provided herein for evaluating the qualifications of the bidder and his organization to carry out satisfactorily the terms of the contract. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of the bid or bids involved.

A. DESCRIPTION OF BIDDER'S ORGANIZATION

1. Firm BSN Sports, LLC
2. Address 14460 Varsity Brands Way Farmers Branch, TX 75244
3. Telephone Number (800) 527-7510
4. Type of Organization Limited Liability Corporation
 - a. Corporation Yes ☒ No ☐

If yes, list officers and positions, and State in which incorporated:

Please see attached

If Bidder Corporation is a subsidiary, give name, address and state of incorporation of Parent Corporation:

- b. Partnership Yes ☐ No ☐

BSN Sports, LLC Officers**August 30, 2019**

Name	Title
Terrence M. Babilla	President, General Counsel, Chief Operating Officer & Assistant Secretary
Burton Brillhart	Chief Legal Officer, General Counsel, Chief of Staff & Secretary
Gordon Briscoe	Chief Financial Officer & Treasurer
Martha May	Chief Human Resources Officer
Kurt Hagen	Chief Innovation Officer
Jared Drinkwater	Chief Marketing Officer
Adam Reynolds	Executive Vice President - Supply Chain
Tevis Martin	Executive Vice President
Jason Stolly	Executive Vice President – Sales
Tiffany Tsumpis	Senior Vice President, Deputy General Counsel & Assistant Secretary
Bob Dickman	Senior Vice President
Ken Caravati	Senior Vice President – Sales
Dan Dickman	Senior Vice President – Collegiate Select
Bill Stote	Senior Vice President – Collegiate Select
Jessica Wilson	Vice President – Finance & Assistant Secretary
James Bistrow	Vice President – Sales
Steve Blair	Vice President – Creative
Paul Brunelle	Vice President – Sales
Ray Buck	Vice President – Collegiate Select
Robert Butler	Vice President – Sales
Michael Caravati	Vice President – Sales
Steve Carloni	Vice President – Operations
Kevin Chapman	Vice President – Purchasing
Ben Connery	Vice President – Youth Sales
Phil Dickman	Vice President – Category Management
Chadd Edlein	Vice President – Merchandising
Steve Eybers	Vice President – Sales
Sarah Gholston	Vice President - Apparel
Mechell Gotelli	Vice President – Human Resources
Mike Harber	Vice President – Sales
Eric Harper	Vice President – Talent & Learning
Sydney Harris	Vice President – Operations
Rob Held	Vice President – Sales & Business Development
Paul Kruger	Vice President – Internet / Ecommerce
Brandon Lillmars	Vice President – Finance
Todd Northrop	Vice President – Collegiate Select
Don Piombino	Vice President – International Sourcing
Dan Salkeld	Vice President – Marketing
Jeremy Sinz	Vice President – Sales
Grant Thompson	Vice President – Sales & Business Development
Nikki Shaikh	Director – Human Resources Business Partner
Chris Bloomfield	National Bid Manager & Assistant Secretary
Ruben Agustin	Assistant Secretary
Lee Donovan	Assistant Secretary

If yes, List partner's names and residence addresses: General

Partners:

Limited Partners:

c. Firm Name:

d. Individual Proprietorship Yes_____No_____

B. NATURE OF OPERATIONS

1. How long have you been engaged in this type of business under your present business name?
50+ years _____

2. How many years of experience does your firm have in the type work similar to that called for under this bid? 50+ years _____

3. Have you now contracted, or have you ever contracted, to provide PE Uniforms for any school district or municipality in the State of Illinois?
Yes ☒ No _____

a. If "yes," provide the following information on PE Uniforms you have had with school districts during the last three years which were satisfactorily completed (*name up to five contracts, attach additional sheets if necessary*): ***The three references on page 22 meet qualifications**

- i. Year contract awarded
- ii. Type of Work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notice claims filed ***None Filed**

b. List all PE Uniform contracts which you have failed to satisfactorily complete and the reasons for

this.

C. FINANCIAL AND CREDIT DATA

1. If your bid is considered for award, and if requested by the Board of Education, will you supply the following data? Yes ✓ No _____

- a. Names and addresses of any banks where you regularly do business.
- b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or contracts payable.
- c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.
- d. Where have you engaged in this type of business, or any other type of business in the last five years? *Will provide upon award

Location

Name of Business

What Years in Business

e. If any of the business endeavors referred to in "d" above are no longer operating, or you are no longer associated with them, please give brief details:

2. As in "C. 1." above, would you submit, on request, a Balance Sheet for the past three (3) years?
Yes _____ No ✓ *A non-disclosure affidavit must be completed by school to provide this information

3. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the *bidder* (provide name of surety company, person to contact and phone number):

Surety Company: Willis Towers Watson Contact: Liz Marrero Phone: (736) 835-9246

I certify that the foregoing is true and correct. Executed at Dallas Texas, on
20th day of June, 2024.

Signature of Bidder



Bid Specialist

ATTACHMENT 2

CONTRACTOR OWNERSHIP QUESTIONNAIRE

COMPANY NAME BSN Sports, LLC

ADDRESS, CITY, STATE, ZIP CODE: 14460 Varsity Brands Way Farmers Branch, TX 75244

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 as it relates to this School District?***

YES _____ NO ✓

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 ILCS575/2)

- ***Is Your Company a Business Owned By Persons with Disabilities? YES _____NO ✓***

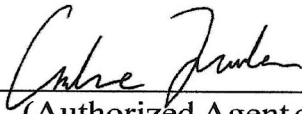
“Person with a disability” means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where “Disabled” means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral 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).

ATTACHMENT 3

Contractor Eligibility Affidavit

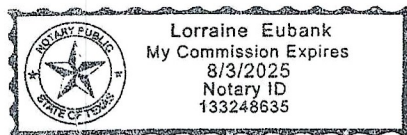
BSN Sports, LLC, as part of its bid on a contract
(Name of contractor)

for PE Uniforms to East Aurora School District #131, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code [720 ILCS 5/33E-3, 5/33E-4]

By: 
(Authorized Agent of Contractor)

Subscribed and sworn to before me this
20th day of June, 2024.

Lorraine Eubank
Notary Public



ATTACHMENT 4

Certification Form

Acknowledgment and Attestment to Prevailing Rate of Wages: The undersigned attests that he will pay the prevailing rate of wages as indicated in the Instructions to Bidders.

Name of Bidder (Please Print): BSN Sports, LLC

Submitted By (Signature):  Date: 06/20/2024

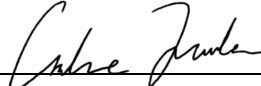
The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print): BSN Sports, LLC

Submitted By (Signature):  Date: 06/20/2024

The undersigned hereby certifies that having submitted in bid proposal to the East Aurora School District 131 that same bidder has a written sexual harassment policy in place and is in compliance with the Illinois Human Rights Act [775 ILCS 5/2-105]

Name of Bidder (Please Print): BSN Sports, LLC

Submitted By (Signature):  Date: 06/20/2024

The undersigned which has 25 or more employees does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the Bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print): BSN Sports, LLC

Submitted By (Signature):  Date: 06/20/2024

ATTACHMENT 5

References

References: Please list three--attach list if necessary—include company name, address, phone number, and contact name
1) Marengo High School
110 Franks Rd. Marengo, IL 60152
(815) 568-6511
Dwain Nance
2) Elgin High School
1200 Maroon Dr. Elgin, IL 60120
(847) 888-5100 x5346
Paul Pennington
3) Cary-Grove High School
2208 Three Oaks Rd. Cary IL, 60013
(847) 639-3825
Ryan Ludwig

ATTACHMENT 6

**#2024-15 PE Uniform Bid
Receipt of Addenda**

The undersigned acknowledges receipt of Addenda as listed below and represents that any additions to, modifications to, or deletions from the work specified, as called for in these Addenda, are included in the base bid and/or the alternates.

ADDENDUM NUMBER

DATE

ATTACHMENT 7

BASE BID FORM

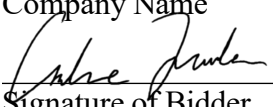
ALL PACKAGING AND SHIPPING COSTS MUST BE INCLUDED IN TOTAL PRICE

Failure to submit cost on form provided below may result in disqualification.

Price per unit	X-S through X-L	2-XL through 4-XL
EA Shirts	\$ 3.65	\$5.25
EA Shorts	\$ 6.00	\$6.00
NJROTC Shirts	\$3.65	\$ 5.25
Extended Price for EA Shirts	\$ 6,205.00	\$393.75
Extended Price for EA Shorts	\$ 4,200.00	\$ 162.00
Extended Price for NJROTC Shirts	\$1,022.00	\$404.25

Estimated Lead time for initial order: 5-7 days

Estimated Lead time for Re-orders: 5-7 days

BSN Sports, LLC	06/24/204	
Company Name	Date of Bid	
	Cade Fowler	Bid Specialist
Signature of Bidder	Print Name	Title

T-Shirts (Adult Size)		
Color	Red	
Color Design	(2) Color Front Design	District will provide updated artwork
Thickness	Heavy Weight – 5.5 oz or higher	
Fabric Design	50/50 (Cotton/Polyester Blend)	
Shorts (Adult Size)		
Color	Black Tricot	
Color Design	1 Color Front Design	District will provide updated artwork
Thickness	1 Layer of Mesh & Solid Inner Liner	
Fabric Design	100% Nylon	
Leg Imprint	9” Inseam	District will provide updated artwork

P.E. Shirts (Adult Size)							
	Cowherd	Waldo	Simmons	East High School	Magnet Academy	NJROTC	Total For District #131
X-Small	50	0	0	0	Not needed	5	55
Small	100	100	150	600	Not needed	75	1025
Medium	100	100	200	600	Not needed	100	1100
Large	75	100	150	500	Not needed	100	925
X-Large	50	0	100	75	Not needed	75	300
XX-Large	25	0	0	0	Not needed	2	27
P.E. Shorts (Adult Size)							
	Cowherd	Waldo	Simmons	East High School	Magnet Academy	NJROTC	Total For District #131
X-Small	50	0	0	0	Not needed	5	55
Small	100	100	0	0	Not needed	75	275
Medium	100	0	0	0	Not needed	100	200
Large	75	0	0	0	Not needed	100	175
X-Large	50	0	0	0	Not needed	75	125
XX-Large	25	0	0	0	Not needed	2	27

EXHIBIT A

FACILITY ADDRESSES for PE UNIFORM DELIVERY

Cowherd Middle School	441 N. Farnsworth Ave., Aurora, IL 60505
East Aurora High School	500 Tomcat Ln., Aurora, IL 60505
NJROTC	500 Tomcat Ln, Aurora, IL 60505
Fred Rogers Magnet Academy	157 N. Root St., Aurora, IL 60505
Simmons Middle School	1130 Sheffer Rd., Aurora, IL 60505
Waldo Middle School	56 Jackson St., Aurora, IL 60505

EXHIBIT B

EA LOGO FOR SHIRTS
(The District will provide updated artwork upon approval of contract)



EXHIBIT C

EA LOGO FOR SHORTS

(Requesting Logo to read East Aurora to be uniform with the shirt)
(The District will provide updated artwork upon approval of contract)



EXHIBIT D

NJROTC LOGO FOR SHIRTS

