



Invitation for Bid April 4, 2023

***2023 Athletic Apparel and Spirit
Wear***

**Township High School District 113
Highland Park, IL**

March 17, 2023

BID SPECIFICATIONS

Invitation to Bid: 2023 Athletic Apparel and Spirit Wear

Instructions to Bidder

1. REQUEST for BID

The Board of Education of Township High School District 113, Lake County, Illinois (hereinafter referred to as “District”) will receive sealed bids via electronic submission for the purchase of Athletic Apparel and Spirit Wear. The District Business Office contact for this bid is as follows:

Pete Nedza
Procurement Manager
Township High School District 113
District Office
1040 Park Avenue West
Highland Park, IL 60035
(224) 765-1023
pnedza@dist113.org

2. TIME and PLACE of BID

All bids must be submitted by Tuesday, April 3, 2023 at 2:00 p.m., Central Daylight Time. The bid opening shall take place on Tuesday, April 3, 2023, at the District office located at 1040 Park Avenue West, Highland Park IL.

3. QUESTIONS and CLARIFICATIONS

Bidders shall email all questions to Pete Nedza at pnedza@dist113.org no less than 7 days prior to bid opening. Any questions submitted after this time will not be addressed. All questions from bidders and all answers to those questions will be e-mailed to all

bidders who notify the District via email that they wish to receive such information.

4. VENDOR QUALIFICATIONS and REQUIREMENTS

- a. Company must have been in the business under the same entity for a minimum of 5 years and have experience providing sales and service to High Schools or Colleges within the same period.
- b. Company shall have a sales representative within the State of Illinois.
- c. Company and/or its principals must not have had claims or legal actions against them in the past 5 years.

5. SCOPE of WORK BID

The District is seeking to enter into an agreement with an Athletic Apparel and Spirit Wear supplier who distributes name brand products for the District's two High School Campuses.

Student purchases are not covered by this agreement.

Using the specifications listed on the BID FORM; please provide an agreement with terms and conditions addressing the potential partnership.

5. EXPECTATIONS OF SUPPLIES

Please describe the following for the District (include items number with your responses):

1. Describe delivery to the two District High Schools (time frame, method, etc.)
2. How many items are available for distribution?
3. Direct to consumer purchasing and delivery (i.e., individual purchase by fans, family, and friends). Please specify if District discount applies also to fans, family, and friends.
4. What products are excluded from discounts, rebates, if any?
5. What sports would not be covered by this agreement, if any?
6. Describe the level of customer service support for the account? This shall include but not limited to:
 - A. Will vendor provide a dedicated sales representative for the account?
 - B. Include a resume/bio for the proposed sales representative and their direct

supervisor.

C. Describe the expected response time for issues/concerns.

D. Describe the problem resolution process and how unresolved issues/concerns would be escalated within the organization.

7. Describe how individual teams would purchase and receive team orders (i.e., coaches' set-up, etc.)?
8. Describe your web presence and utilization of shopping and purchasing.
9. Attach a detail cost sheet for all additional charges for logos, print and decoration on uniforms and apparel purchases by District, fans, family or friends.
10. Describe the return process and pricing for District order errors, family, fans, and friends order errors, and manufacture order errors.
11. What would be the time frame for re-ordering replacement uniforms (i.e. how long will a style be available from the manufacturer)?
12. Include any other relevant data related to purchasing.

6. LENGTH of AGREEMENT

The duration of the agreement is three (3) years, beginning on July 1, 2023. The agreement may be extended for two (2) additional three (3) year terms only by mutual agreement of the parties. The District shall have the right to terminate this agreement for its convenience upon sixty (60) days written notice.

BID FORM

2023 Athletic Apparel and Spirit Wear

Athletic Apparel Discounts	Brand	% Discount of MSRP
“Team” Apparel		
“Team” Footwear		
Custom/Modified “Team” Uniforms		
Stock “Retail” Apparel		
Stock “Retail” Footwear		
Stock “Team” Accessories		

Note: If bidding multiply brands attached a sheet for each brand.

All orders must include free shipping to the respective high school.

Rebates	Brand
Please list any/all product or cash rebates provided in conjunction with agreement. If rebate involves purchase volumes, please be sure to include each spending level.	
What are the terms and conditions of the rebate incentives (cutoff dates, exclusions, etc.)?	

BID FORM

2023 Athletic Apparel and Spirit Wear

BIDDER NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

PHONE: (____) _____ FAX: (____) _____

The undersigned hereby designates the address given above as the legal address to which all notices, direction, or other communications may be served or mailed.

- **BID DOCUMENTS**: The undersigned acknowledges the following documents as the basis for their proposal:
 - a. Bid Specifications
 - b. Bid Form
 - c. General Instructions to Bidders
 - d. Affidavits
 - e. Addendum (if any): The undersigned further acknowledges receipt of Addendum as listed below and represents that any additions to, modifications of, or deletions from the work specified, as called for in these Addendums, are included in the Base Bid Sum and the Alternates.

ADDENDUM NUMBER

DATE

(Note: If no Addendums have been received, write "None")

BID FORM

2023 Athletic Apparel and Spirit Wear

Supplier References

Supplier shall list three secured contracts performed by the same entity and for work similar to what this bid solicitation is requesting.

Reference 1:	
Address:	
Contract Value:	
Date Completed:	
Phone:	
Email:	

Reference 2:	
Address:	
Contract Value:	
Date Completed:	
Phone:	
Email:	

Reference 3:	
Address:	
Contract Value:	
Date Completed:	
Phone:	
Email:	

2023 Athletic Apparel and Spirit Wear

Legal Name: _____
(Name of firm submitting Bid)

By: _____
(Print Name) (Title)

Address: _____

Telephone: _____

Date: _____

Email: _____

The undersigned, having thoroughly reviewed and familiarized himself with the Bid Documents hereby proposes to provide all labor, material, tools, equipment, utilities, transportation, supervision and services required for the proper execution of the entire work required, in strict accordance with the Bid Documents requirements for Athletic Apparel and Spirit Wear as specified above:

Signature

Bidder must attach signed versions of the Affidavits included herein.

GENERAL INSTRUCTIONS TO BIDDERS

1. **GENERAL**

- a. Bids must be submitted on or before the time scheduled for the bid opening.
- b. All bids shall be made on the Bid Forms provided.
- c. Unsigned or late bids will not be considered.
- d. Township High School District 113 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- e. Prices quoted shall include all charges for packing, transportation, and delivery to the locations designated on the bid.
- f. Correspondence shall be addressed to Pete Nedza Procurement Manager, via email at pnedza@dist113.org.
- g. Oral, telephone, or facsimile transmitted bids will not be accepted.
- h. All items bid shall be new unless otherwise specified.

2. **BID FORM AND SUBMISSION**

All bids must be submitted by April 3, 2023, at 2:00 p.m., Central Daylight Time, The bid form included with this solicitation must be completed and may not be altered; any alteration to the bid form may result in the bid being disqualified.

3. **ERRORS AND OMISSIONS**

All bids shall be submitted with each space properly completed. The special attention of bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the bids as submitted. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise Pete Nedza who will issue the necessary clarifications to all prospective bidders by means of addenda.

4. FIRM BID

No bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel, or modify his bid after having been notified by the Assistant Superintendent for Finance that said bid has been accepted by the Board.

The discount provided by the successful bidder on the Bid Form shall be firm for the duration of the agreement.

5. WITHDRAWAL OF BIDS

Bids may be withdrawn by uploading a replacement bid and indicating that such bid replaces the previously-submitted bid, or by uploading a notice of withdrawal prior to the time and date established for the opening of bids.

6. LATE BIDS

Bids received after the date and time specified in the Bid Documents will not be considered. The method of transmittal of the bid proposal is at the bidder's risk of untimely receipt by the District.

7. INVESTIGATION OF BIDDERS

- a. The bidder shall furnish such information as may be requested to determine the ability of the bidder to fulfill bid requirements and shall be prepared to show completed installations of equipment, types of services, or supplies similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligations of the contract.

8. AWARD OF BID/RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids, in whole or in part, to waive informalities and/or irregularities, and to adjourn the sale. The Board will award the contract or contracts to lowest responsive, responsible bidder(s), considering conformity with specifications, terms of delivery, and quality and serviceability, in accordance with applicable law and in the best interest of the District. The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding.

Each bidder understands that the award of the bid is in the sole discretion of the Board, and agrees to indemnify the Board from any costs and expenses, including legal fees, incurred by the Board in defending a legal challenge by the bidder to the Board's contract award. The Board reserves the right to reject any and all proposals or any part thereof and to waive any irregularities or technicalities in the proposals and to make awards that, in its opinion, will serve the best interests of the District. Board decisions are final in all instances and not subject to recourse.

9. EVALUATIONS

The Board of Education reserves the right to award each item to different bidders or all items to a single bidder and to determine whether in the opinion of the Board of Education a bidder is not a responsible bidder and should be disregarded.

10. TITLE AND RISK OF LOSS

Title to the goods herein described shall not pass until said goods have actually been received by the Board or its consignee, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express, or other transportation or insurance charges. Risk of loss prior to such actual receipt by the Board or its consignee shall be borne by the Bidder. Nothing herein contained, however, shall be construed to deprive the Board of its interest, or limiting such interest, in the goods herein described prior to such actual receipt.

11. WARRANTIES

Bidder makes the following warranties to the Board and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent material or workmanship, and will be in full conformity with the specifications contained herein. The Bidder agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Bidder. The Bidder shall, at its sole cost and expense, promptly repair or replace to the Board's satisfaction all goods/services received for a period of one (1) year from date of delivery, unless the Bid Documents require a greater warranty period.

All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Bid Documents or the Contractor's warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Contractor shall bear all costs of inspection and all risk of loss. Upon rejection, the Contractor shall immediately return full purchase price to the Board.

12. UNIT AND TOTAL PRICES

The price for the units specified in the Bid Documents 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 Documents. The total price for the quantity requested should also be shown. If the group totals are requested in the Bid Documents, bidders should show group totals on the space provided. A total bid dollar amount, regardless of whether or not the bidder is bidding all items, must be entered in the appropriate section of the bid form before signing and submitting the bid.

All purchases must be authorized in writing by the District pursuant to a purchase order or similar document. The awarding of this bid does not obligate the District to purchase any minimum

quantity of items.

13. ALTERNATE BIDS

Alternate bids shall not be considered unless provided for in the Bid Documents. An alternate bid shall not become a part of the contract unless approved by the Board 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, brand name numbers and/or trademark if any and any other information pertinent to the identification.

14. DELIVERY POINTS

Deliveries shall be made to the following addresses ONLY when “specific” locations are indicated in the Bid Documents.

High Schools

Deerfield High School
1959 Waukegan Road
Deerfield, IL 60015

Highland Park High School
433 Vine Avenue
Highland Park, IL 60035

Other Locations

Transportation Office
1080 Park Avenue West
Highland Park, IL 60035

15. FREEDOM OF INFORMATION ACT COMPLIANCE

The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

16. INSURANCE

a. Notwithstanding any terms, conditions, or provisions in any other writing between the parties,

the Contractor hereby agrees to effectuate the naming of the school as an additional insured on the Contractor's insurance policies (if awarded contract), with the exception of workers' compensation insurance.

- b. The policy naming the school as an additional insured shall:
- Be an insurance policy from an A.M. Best rated A- or higher insurer, authorized to conduct business in (list home state). The decision to accept specific insurers lies exclusively with the school.
 - State that the organization's coverage shall be primary and non-contributory coverage for the school, its Board, employees, and volunteers.
 - The school shall be listed as an additional insured by using endorsement CG 20 10 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using **both** CG 20 33 10 01 and CG 20 37 10 01 **together**. A completed copy of the endorsement must be attached to the certificate of insurance.
 - The certificate of insurance must describe the specific services provided by the Contractor (e.g., roofing, carpentry, plumbing) that are covered by the commercial general liability policy and the umbrella policy.
 - At the School's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the Contractor will provide a copy of the policy endorsements and forms.
- c. The Contractor agrees to indemnify the school for any applicable deductibles and self-insured retentions.
- d. Required Insurance:
- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed, and non-owned motor vehicles.
 - **Workers' Compensation, Employers Liability**
Statutory Workers' Compensation, Employers' Liability Insurance and for all employees.
 - **Excess Insurance**
\$5,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
 - **Bid, Performance and Labor & Material Bonds**
If required, these bonds shall be provided by a (list home state) admitted surety company, in good standing.
- e. Contractor acknowledges that failure to obtain such insurance on behalf of the school constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the school. The Contractor is to provide the school with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- f. With respect to the insurance required herein, the Contractor shall provide such insurance naming the District, the Board of Education, and its members individually, and its employees and agents as additional insureds on a primary and non-contributory basis. The Contractor shall also purchase and maintain such insurance as will protect the institution from and

against all claims, damages, loss, and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense, (1) is attributable to bodily injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by a negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party to whom insurance is afforded pursuant to this paragraph. Products/Completed operations coverage should be maintained for a period of at least 10 years upon completion or termination of the contract.

It is MANDATORY within ten (10) days after the bid award that the Certificate(s) of Insurance shall be submitted to the insurance agent for the institution.

17. CHILD SEX OFFENDER

The Contractor acknowledges that, pursuant to the *Illinois Criminal Code* (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor.

Any person hired by the district, as well as any person who is an employee of a person or firm holding a contract with the district and who works in a school building or on school property, shall submit to a criminal history background investigation according to state law and District Policy 5:30, hiring process and criteria.

18. COMPLIANCE WITH LAWS

The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et seq.*) in performing under the Bidding Documents

19. MODIFICATION

No change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board. Any change, addition, or amendment of the terms shall be tendered with the bid on the alternate proposal form with an explanation of the proposed alternate.

20. CONTRACTS

The successful bidder shall execute a contract with the District within 21 days after the award incorporating the terms and conditions of this bid, and other terms and conditions.

21. HOLD HARMLESS AND INDEMNIFICATION

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

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

AFFIDAVITS

Affidavits to be signed and submitted with bid are below.

22. **ACCEPTANCE OF TERMS AND CONDITIONS** (must be signed and submitted with bid)

The undersigned bidder hereby understands and agrees that acceptance by the Board of Education of the contractor's bid will create a binding contract..

The bidder further agrees to fully comply with all terms and conditions set forth in the Board's Purchasing Rules and Regulations for commodities and equipment together with the specifications and other documentary forms and regulations made a part of this specific procurement or contract, all of the foregoing being incorporated herein by reference. The bidder shall also comply with all State and Federal regulations applicable to contracts with the School District, including but not limited to, prevailing wage, equal opportunity, and Illinois laborer preference requirements.

Signature

23. **CERTIFICATION** (must be signed and submitted with bid)

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Signature

24. **SEXUAL HARASSMENT CLAUSE** (must be signed and submitted with bid)

Each bidder must certify that it has complied with the requirement of section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101, et. seq.) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.

Signature

GENERAL INSTRUCTIONS cont.

25. **NON-COLLUSION AFFIDAVIT** (must be signed, notarized, and submitted with bid)

STATE OF ILLINOIS

SS:

_____ COUNTY
(Name of county)

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder or Agent

FOR _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 2023

My commission expires: _____

Notary Public

26. **CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT** (must be signed and submitted with bid)

The undersigned bidder or agent, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act 30 ILCS 580/1, et. seq.) that (he, she, 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, (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Signature

GENERAL INSTRUCTIONS cont.

27. **VENDOR DESIGNATION** (must be signed and submitted with bid)

In order to comply with subsection C of Section 10-20.44 of the Illinois School code [105 ILCS 5/10-20.44], school districts are required to disclose vendors with whom we have entered a contract or purchased goods in the amount of equal to or greater than \$25,000.00. In addition, school districts are required to specify which of the vendors are owned by a person with disabilities, female, minority and/or locally owned.

Please indicate any of the following that apply to your business.

- Owned by a Person with Disabilities
- Female Owned
- Minority Owned
- Locally Owned (within District 210 boundaries)
- None of the Above

Signature