# **Oakton Community College**

Community College District 535
Procurement Department, Room 1240
1600 E. Golf Road, Des Plaines, IL 60016
847-635-1635

## Request for Proposal (RFP) #3

Issue Date: March 17, 2022

Proposals will be received electronically by the Procurement Office until

11:00 am on Wednesday, April 6, 2022

Late proposals will not be accepted.

## **Certified Athletic Training Services – Three Year Contract**

Please see the attached sheets for complete specifications.

After a thorough review and evaluation of the proposals submitted, the College may select companies for an in-person or remote interview and presentation. The College will then determine which vendor(s) best meets our needs and is in the best overall interests of the College.

If there are any questions regarding this proposal, they must be submitted in writing via email no later than 11:00am on Thursday, March 24, 2022. Questions will be answered through an addendum. Questions should be submitted and include the following individuals:

Christine Paciero, Senior Manager Athletic, <u>cpaciero@oakton.edu</u> Sharon Anderson, Purchasing Assistant, <u>sanderson@oakton.edu</u> Edwin Chandrasekar, VP for Admin Affairs, <u>echandra@oakton.edu</u>.

Oakton Community College District 535 is exempt from all Federal, State, and Municipal Taxes.

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 60 days of the bid/proposal due date, to provide the specified items for the sum shown in accordance with the terms stated herein. All deviations from the specifications and terms are in writing and attached hereto.

I offer the following discount terms			
Company Name:		Date:	
Address:	City/St/Zip	):	
Name:	Title:		
Phone #:	Fax #:		
Signature:	E-mail:		

## **GENERAL INFORMATION**

- 1. The College will contract with the selected vendor from July 1, 2022 through May 31, 2025.
- 2. This Request for Proposal (RFP) will not be awarded based on price alone. The College will award this proposal to the selected vendor(s) based on what is in the College's best interests using a selection criteria based on vendor qualifications and certifications, services provided, reputation, reviews, functionality, total cost of ownership, and suitability and fit for our environment. After a detailed and thorough review of the proposals, the Administration will select the vendor(s) that is in the best overall interest of the College.
- 3. The College reserves the right to waive technicalities and informalities in the proposal process, to reject any or all proposals, or any part of any proposal, for any reason. The College also reserves the right to obtain clarification of any point in a firm's proposal or to obtain additional information. The determination of whether any proposal by a firm does or does not conform to the conditions and specifications of the Request for Proposal (RFP) is the responsibility of the College.
- 4. After a thorough review and evaluation of the responses submitted, the College may select companies for an in-person interview and presentation or remote interview and presentation. Dates scheduled for meeting select vendors: Week of April 18, 2022.
- 5. This contract is subject to the provisions of the Equal Employment Opportunity Clause as provided by the Illinois Fair Employment Practices Commission, and the Illinois Revised Statues. In addition, contractors must comply with the Illinois Drug Free Workplace Act and the Illinois Human Right Acts.
- 6. This proposal is scheduled to be awarded at the May 24, 2022, Board of Trustees meeting.
- 7. Proposal results will be posted on the Oakton website the day following the Board of Trustees meeting. To access the results go to <a href="Oakton/Procurement Department">Oakton/Procurement Department</a>.
- 8. The College is exempt from all taxes.
- 9. The College reserves the right to cancel a contract with a 30 day written notice for unsatisfactory performance.
- 10. Pricing must be valid for 90 days from the proposal opening.
- 11. The Procurement Department will verify all price calculations. In the event of an error, the unit price will prevail and the total will be adjusted accordingly. The new adjusted total will be used when awarding an item. All pricing listed on the vendor's response to this Request for Proposal is final.

12. In addition to the required submittals listed on the following pages, please include a company profile with your proposal. The profile must include the following: How long has the firm been in business? How many people does the firm employ? What is the annual revenue for the last fiscal year? Please include three references. Educational references preferred.

# 13. The College will accept proposals electronically via a secure link. To submit your proposal access:

https://oakton.sharefile.com/r-r948d46fa43634365902b1d9118a37676

Follow the prompts:

Enter the same email address listed on page 15

Enter your name (first and last)

Enter your company name

**Continue** 

Drag files into the folder or choose Browse for Files (Please be sure to include your company name first in the title the document)

Once the files are in the folder you MUST click on the blue UPLOAD icon in the lower left section of the screen to complete the process.

You will be sent an email receipt acknowledging your submission.

14. The College would expect companies to provide their lowest/best offer when submitting prices. If your lowest/best price is through one of the following consortiums, please include which consortium you used:

Educational and Institutional Cooperative Services (E & I)
OMNIA Partners, Government Purchasing Alliance
Illinois Department of Central Management Service (CMS)
Illinois Community College System Foundation (ICCSPC)
Illinois Public Higher Education Cooperative (IPHEC)
Midwest Higher Education Consortium (MHEC).
Sourcewell (Formerly National Joint Powers Alliance - NJPA)
Suburban Purchasing Cooperative (SPC)

Any appropriate discounts and/or special pricing from these consortiums should be applied to this proposal

- 15. The College is a public institution and therefore subject to comply with legitimate Freedom of Information Act (FOIA) requests. Please be advised that your response to this RFP is subject to comply with any FOIA requests for information. The FOIA copy of your response should indicate confidential and/or proprietary information that has been removed/redacted. Please mark this as "FOIA Copy." Follow item #13 to submit the FOIA copy.
- 16. The College participates in the State of Illinois Business Enterprise Program (BEP). As noted on page 15, please describe how your company can help the College make a good

faith effort to meet or exceed the College's aspirational goal of conducting 30% of its business with Minority Business Enterprises. Please indicate if your company or subcontractors are Minority Business Enterprise (MBE), Female Business Enterprise (FBE), Persons with Disabilities Business Enterprise (PBE), Small Business Enterprise (SBE), or Veteran Owned Business (VOB).

Interested businesses may visit the Illinois Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (<a href="http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx">http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx</a> ) for complete requirements for BEP certification.

#### **Introduction and Overview**

- 1. The College is seeking proposals for a three (3) year contract, with the option to renew for two additional years for Certified Athletic Trainer Services for student athletes.
- 2. Certified Athletic Trainers must have certification from the National Athletic Trainers Association (NATABOC) and must be licensed by the State of Illinois as a Certified Athletic Trainer. The Certified Athletic Trainer will provide services to each athletic team.
- 3. This contract shall begin July 1, 2022 and continue through May 31, 2025, at which time if agreeable by both parties, the contract may be extended for two consecutive one-year contracts. The actual dates of service each year will begin in mid-July and end in mid-May.
- 4. The College uses athletic trainer services on approximately, 30 hours per week, at a minimum of 1,100 hours per year for the training season, and can be up to 1,400 hours per year. There are weeks during the year in which hours are less than average, allowing for flexibility with the total hours. The College reserves the right to add additional hours throughout the contract at the contracted hourly rate. When multiple trainers are needed for on-site events, all hours must be billed against the 1,400 contracted hours specified on the pricing page on page 14 and cannot be billed separately. If the College exceeds the contracted hours during the year, then the College will pay at the hourly rate indicated on pricing page 14.
- 5. Occasionally, additional coverage is required and a second trainer will be needed to provide athletic training services at a sporting event. When this occurs, the College will request additional coverage. These additional hours will be charged against the contracted hours.
- 6. The College has approximately 150 student athletes. The majority of these students are from area district high schools, NW suburbs, and Chicago. Small percentages enroll from out of state and live in district.
- 7. On pricing page 15, please list your company locations that our student athletes may go for further treatment within Oakton's District (#535). District 535 includes; Des Plaines, Skokie, Evanston, Glencoe, Glenview, Golf, Kenilworth, Lincolnwood, Morton Grove, Niles, Northbrook, Northfield, Park Ridge Skokie, Wilmette, and Winnetka.
- 8. The College's athletic insurance is with First Agency.
- 9. Athletic training services will be performed at Oakton Community College, 1600 E. Golf Rd, Des Plaines, IL, at other off-campus training locations, and at other local institutions that our athletic teams travel to for competition. Occasional offsite coverage at rental facilities may also be required. In the event that one of the College's teams needs to travel

further distances and requires an additional Certified Athletic Trainer, the College will work with the awarded vendor to negotiate the charges for traveling.

- 10. The College has a team physician from Advocate Lutheran General that we work with for athletic injuries. In addition, we work with a sports medicine fellow each year.
- 11. The College will award this proposal to the selected Bidder based on what is in the College's best interest using a selection criteria grounded in a review of the RFP response, vendor qualifications and certifications, costs, vendor's past performance (if applicable), and services provided.
- 12. The College reserves the right to cancel this contract without notification for any inappropriate or improper conduct.
- 13. Please provide three references with your proposal. Educational institutions would be preferred references. Customer reference information should include at least the following:
  - a) Company Name
  - b) Location
  - c) Contact Name/Phone Number/Email address
  - d) Type of services provided
  - e) Number of athletes served
- 14. Please include a company profile with your proposal that includes at least the following:
  - a) Years in business
  - b) Number of employees
  - c) Number of locations
  - d) Annual Sales
  - e) Any citations/problems/issues
- 15. Based upon past practice, the College may consider payment discount terms. See page one.
- 16. Failure to respond to this proposal may result in elimination from the College's bid list. A "NO BID" is considered a valid response. If submitting a "No Bid", please offer an explanation.
- 17. Because this is a sealed proposal, we cannot accept pricing over the phone, fax machine, or via email. If you return a proposal response to the College via an overnight carrier or your own envelope, please address the envelope to:

Oakton Community College Attention: Purchasing, Room 1240 Proposal #4 1600 East Golf Road Des Plaines, Illinois 60016

- 18. If you prefer to drop off your bid, please note: The Purchasing department is located on the first floor near entrance #5 in room 1240. The best method for accessing this entrance is to park in lot A and proceed on the sidewalk closest to the street until you reach entrance #5. Once in the building, proceed down the hallway and the office will be on the right side. If you have any questions call 847-635-2607.
- 19. The College would expect companies to provide their lowest/best offer when submitting prices. If your lowest/best price is through one of the following consortiums, please include which consortium you used:

Educational and Institutional Cooperative Services (E & I)
U. S. Communities, Government Purchasing Alliance
Illinois Department of Central Management Service (CMS)
Illinois Community College System Foundation (ICCSPC)
Illinois Public Higher Education Cooperative (IPHEC)
Midwest Higher Education Consortium (MHEC).
Sourcewell, formally National Joint Powers Alliance (NJPA)
Suburban Purchasing Cooperative (SPC)

- 20. The Procurement Office will verify all price calculations. In the event of an error, the unit price will prevail and the total will be adjusted accordingly. The new adjusted total will be used when awarding an item.
- 21. Proposal results will be available on the Business Services web site, <a href="http://www.oakton.edu/resource/businessservices/results.html">http://www.oakton.edu/resource/businessservices/results.html</a>, after the May 24, 2022 Board meeting.

#### **SCOPE OF SERVICES**

- A. Scope of Services: The Scope of Services is to provide a full continuum of athletic training for student athletes. The awarded Bidder will be required to provide a Certified Athletic Trainer for all student athletes during practices and home contests as well as some away contests. The Certified Athletic Trainer will be available every weekday and on weekends and holidays when there are practices and/or games scheduled or as determined by the College's Athletic Department. The Certified Athletic Trainer will adhere to scheduled hours. Regular hours for treatment and injury assessment will be established by Oakton's Wellness Coordinator or the Athletics Manager. The Certified Athletic Trainer is welcome to assist with CPR training for coaching staff and the use of Automatic External Defibrillators (AEDs).
- **B.** Athletic training services will be provided for all of the following:
  - Games and practices
  - District, Regional, Sectional and/or State events

#### **Sports include:**

- o Men's Basketball
- Women's Basketball
- o Men's Baseball
- Women's Softball
- Women's Volleyball
- Men's Soccer
- o Women's Soccer
- o Men & Women's Tennis
- o Men's & Women's Golf
- Men's & Women's Cross Country
- C. Physical and Play Monitoring: The Certified Athletic Trainer will be required to determine an individual's readiness to participate in athletics in accordance with College and State rules and regulations and will assist with assessing each athlete's annual physical form and pre-participation form. The Certified Athletic Trainer will assist with a pre- screening session, to include concussion testing, for each student athlete at the beginning of the athletic season. All screening and testing results will be reviewed by an Oakton Community College medical consultant and Certified Sports Medicine Physician. All screening will be in compliance with NJCAA rules. After review and approval by the Certified Sports Medicine Physician, the Certified Athletic Trainer will determine and follow established communication with coaching staff regarding student athlete's medical clearance or medical disqualification to play.
- **D. Equipment:** The Certified Athletic Trainer will advise in the selection, fit, function and maintenance of athletic equipment.

- **E. Injury Management:** The Certified Athletic Trainer will provide on-site recognition, evaluation, and immediate treatment of illness and injuries which occur during games and/or practices as defined by a Certified Athletic Trainer's scope of practice as defined by the State of Illinois. The Certified Athletic Trainer will provide follow up treatment and/or assistance with obtaining physical evaluation as needed. The Certified Athletic Trainer will facilitate and will perform rehabilitation and reconditioning.
- **F. Record Maintenance:** The Certified Athletic Trainer will maintain accurate records of injuries, treatments, and will provide these records to the Athletics Manager upon request. All records are considered property of and will remain property of the College. The Certified Athletic Trainer will provide any documentation needed by GRAC and NJCAA that pertains to hardship and/or redshirt waivers.
- **G. Emergency Action Plan:** The Certified Athletic Trainer will review and implement current comprehensive emergency plan for each sports team.
- **H. Game Coverage:** The Certified Athletic Trainer will provide coverage at all home games and other events as may arise during the course of the season.
- **I. Practice Coverage:** The Certified Athletic Trainer will provide on-site coverage at practice sessions as determined by the Wellness Coordinator or the Athletics Manager.
- **J. Communications:** The Certified Athletic Trainer must carry a cell phone to allow for notification of injuries that occur during outdoor practice sessions. Cell phones will be programmed with Coach(s), Wellness Coordinator, Athletics Manager, and College Police contact information as well as each athletic facility's phone number to facilitate communications. The Certified Athletic Trainer will be required to see the athlete as soon as possible for an assessment of the injury.
- **K. Training Room Supplies:** The Certified Athletic Trainer will assist with conducting an inventory of training room supplies at the beginning of each fiscal year, at midyear, at the end of the fiscal year, or any time upon request by the Wellness Coordinator or Athletics Manager, and will recommend medical supplies needed to meet the needs of the sports medicine program. Supplies will be ordered by the College to allow for bulk ordering and cost reduction.
- **L. Weather and Heat Monitoring:** The Certified Athletic Trainer will oversee all weather and heat conditions and will continuously monitor during times of inclement weather or extreme heat and will communicate conditions directly to the coaches, Wellness Coordinator, and Athletics Manager.
- **M. Referrals:** In the unfortunate event that an athlete has an injury requiring more individual attention than his/her coverage, the Certified Athletic Trainer will facilitate a referral of the athlete to a facility of higher care taking into consideration availability of appointment, College insurance, student's insurance, or parent's choice.

- **N. College Location:** Certified Athletic Trainer Services will be provided at Oakton Community College, 1600 E. Golf Road, Des Plaines, IL and as required at other institutions that our athletic teams travel to for competition. Occasional offsite coverage at rental facilities may also be required.
- **O. Hours of Service:** The College expects a dedicated Certified Athletic Trainer to be assigned to the College's account. Scheduling will be flexible based on competitive sports schedule with an estimated average of 30 hours per week, at a minimum of 1,100 hours per year for the training season, and can be up to 1,400 hours per year. There are weeks during the year in which hours are less than average, allowing for flexibility with the total hours. In the event of an unexpected vacancy, a substitute will be provided and/or an alternate service scheduled, meeting the minimum hours per week requirement, and must be submitted to and approved by the Athletics Manager.
- **P. Scheduling of Sporting Events:** A schedule of sporting events will be provided annually to the awarded vendor and scheduling will be confirmed with the Athletics Manager. Services will be required daily throughout the athletic season, and will remain consistent with the College's calendar for the athletic season and the approved calendars for each subsequent athletic season. Athletic training services will be required for specific sports during holiday seasons. The Certified Athletic Trainer will be required to conduct College business during and after normal business hours and on weekends or holidays. Contact name and phone number for the Certified Athletic Trainer assigned shall be provided to the Athletics Manager prior to contract award.
- **Q. Coordination of Service Requirements:** The Certified Athletic Trainer will work closely with each team coach, the Athletics Manager, and staff from the Athletics Department to:
  - 1. Establish daily hours of operation for the athletic training room accessible to daily athletic health care
  - 2. Expand medical treatment for musculoskeletal injuries
  - 3. Understand the Emergency Action Plan for the College
  - 4. Assist in identifying and providing recommendations for physician referrals to perform physicals and referrals to medical specialists when needed
  - 5. Maintain complete, adequate and quality medical records on all injuries and rehabilitation procedures conducted
  - 6. Comply with any and all College rules, regulations and policies
  - 7. Work closely with the College to ensure that proper coverage of sporting events/activities are provided, and that all coverage is mutually agreed upon
  - 8. Evaluate, treat, and rehabilitate athletic injuries and coordination of treatment regimens with Wellness Coordinator and/or appropriate coaching staff. The implementation of sports medicine services will be performed by the assigned Certified Athletic Trainer.
  - 9. Provide oversight or assistance to student athletes utilizing the College's Fitness Center
  - 10. Certified athletic trainer will assist with assessing and provide recommendations for the playability of gymnasium, fields, or courts.

- 11. Provide basic instruction to student athletes in the prevention and care of injuries
- 12. Provide continuing education to coaching staff regarding maintaining and promoting on-going health and safety of student athletes
- 13. Maintain training room in a clean and organized manner
- 14. Keep medical kits fully stocked and issued to all athletic teams
- 15. Implement a process of communication informing coaches regarding students with health concerns which may be exacerbated with physical exertion

## **VENDOR REQUIREMENTS**

- **R. Qualified Personnel:** The awarded vendor will utilize only qualified and trained Certified Athletic Trainer personnel for the positions and duties to which they are assigned. The awarded vendor shall provide staff that has experience as a provider of athletic training for student athletes. The College prefers that *one* primary, dedicated Certified Athletic Trainer be assigned to our account.
- **S. Licenses/Certifications:** Awarded vendor will be required to submit copies of all appropriate certifications and support documentation to attest that each Certified Athletic Trainer is in compliance with each of the requirements listed below. The vendor will provide the following for each staff person that will have direct contact with student athletes. The requirements shall apply to all employees who have direct contact with student athletes so long as the contract is in force. Requirements include:
  - a. Copies of certifications and a current driver's license for any employee who operates a vehicle as part of their job function
  - b. Evidence of certification by the National Athletic Training Association Board of Certification (NATABOC) for each Certified Athletic Trainer, licensed by the Illinois Department of Financial and Professional Regulation. Each Certified Athletic Trainer will maintain the standards established by the NATABOC
  - c. Each Certified Athletic Trainer must be a member in good standing with the NATABOC and must be licensed or eligible by the Illinois Department of Financial and Professional Regulation to engage in the practice of athletic training. All credentials must be current and in good standing
  - d. The awarded vendor and all employees performing service under a resulting contract will be required to submit verification that the Certified Athletic Trainer has undergone a security background investigation at no expense to the College.
- **T. Confidentiality of Records:** The awarded vendor will maintain the confidentiality of records in accordance with applicable laws and regulations; however, the awarded vendor will provide complete access to such records to the College to the extent authorized by law and will be required to sign a confidentiality agreement with the College to the extent permitted and enforceable under applicable Illinois law. Further, the awarded vendor shall comply with the confidential obligations as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations and any other similar state or federal laws.
- **U. Incident Documentation and Reporting:** The awarded vendor will document and report all series of incidents as defined and required by College policy and procedures within 36 hours of occurrence.
- **V. Program Compliance:** The awarded vendor will provide Certified Athletic Trainer services in conformance with all applicable State, Federal and Local Government statutes and ordinances.

## DEDICATED CONTRACT REPRESENTATIVE

Upon the award of a contract, the awarded vendor will designate a dedicated Contract Representative to supervise the Certified Athletic Trainer and to work directly, on a daily basis if necessary, with the Athletics Manager. The Contract Representative will be responsible for supervising the Certified Athletic Trainer, and for scheduling services at the College with dedicated or any alternate coverage (due to absences and/or vacations) that may be necessary during the term of the contract. If possible, please include the name of the Certified Trainer that would be assigned to our account. Vendors are also encouraged to submit letters of recommendation and personal profile for this trainer.

The Contract Representative will be required, at a minimum, to perform the following duties:

- 1. Evaluate and manage all types of athletic injuries and illnesses
- 2. Complete and submit all required documentation as per College policies and procedures
- 3. Effectively manage and resolve all service complaints
- 4. Provide additional Certified Athletic Trainer(s) to support coverage of home games

## **INSURANCE AND CONTRACTOR'S LIABILITY**

Prior to beginning work at the work site, the Contractor shall furnish Oakton Community College satisfactory evidence (subject to approval of Oakton Community College) that he and his sub-contractors have the following insurance coverage which shall not be canceled or permitted to lapse until final completion and approval of the performance of the contract and shall contain a provision that the policy will not be canceled or changed until 30 days after Oakton Community College has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

Oakton Community College shall be named as additional insured parties on all Insurance Certificates.

- A. Worker's Compensation Statutory Limit Employer's Liability \$500,000.00
- B. Commercial General Liability \$1,000,000.00 each occurrence \$2,000,000.00 each aggregate Property Damage \$500,000.00 each occurrence
- C. Automobile Liability \$1,000,000.00 combined single limit
- D. Catastrophe (Umbrella) \$3,000,000.00 Liability insurance may be used to satisfy limits

## **PRICING PAGE**

	YEAR 1  12 Month Term – Mid-July, 2022 through Mid- May 18, 2023*	
	Hourly rate for Certified Athletic Trainer	\$
A	TOTAL Based on minimum 1,100 hours (up to 1,400 hours per year)	\$
	Hourly rate for additional hours after 1400 annually	\$

	YEAR 2	
	12 Month Term – Mid- July, 2023 through Mid-May, 2024*	
	Hourly rate for Certified Athletic Trainer	\$
В	TOTAL Based on minimum 1,100 hours (up to 1,400 hours per year)	\$
	Hourly rate for additional hours after 1400 annually	\$

	YEAR 3	
	12 Month Term – Mid-July 2024 through Mid-May, 2025*	
	Hourly rate for Certified Athletic Trainer	\$
C	TOTAL Based on minimum 1,100 hours (up to 1,400 hours per year)	\$
	Hourly rate for additional hours after 1400 annually	\$

<sup>\*</sup>Exact dates to be determined based on athletic schedule

**GRAND TOTAL FOR 3 YEARS (A, B, & C)** 

\$

Continued on next page

## PRICING PAGE CONTINUED

If so, is your company registered with Illinois Central Management Services Business Enterprise Program? YES NO  Please list your company locations that our student athletes may go for treatment within Oakton's District (#535).	Please indicate if your company in Persons with Disabilities Business Business VOB).	s Enterprise (PBE), Si	mall Business Enterprise (SBE), o	
District (#535).  Please be sure to include references, a company profile, 4 paper copies, and 1 electronic copy of your proposal.			anagement Services Business Ente	rprise Program?
your proposal.		ons that our student	athletes may go for treatment w	rithin Oakton's
your proposal.		_		
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your proposal.		_		
Company	· ·	ences, a company pr	ofile, 4 paper copies, and 1 elec	ctronic copy of
	Company			
Signature	Signature			

Request for Proposal #3 Page 16		
STATE OF		
CONTRA	CTOR'S CEI	RTIFICATION
certifies that he/she is a duly authorized a Community College District 535, Oakton	gent of the co Community	cle 33E (Public Contracts), the undersigned ontractor submitting the attached proposal to College and that said contractor is not barred iolation of either Section 33E-3 or 33E-4 of
Signed this day of	, 2022	
	By:	
	-	
	Address:	
SUBSCRIBED AND SWORN TO before me this day of, 2022.	е	
Notary Public	_	

Please return this form with your proposal.  $\,$ 

#### DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

**Notes to Authorized Representatives completing this Designation:** 

- Under Illinois law, prices and price quotes become public information once the information is announced at the public proposal opening and may not thereafter be kept confidential.
- Other information cannot be kept confidential unless it is a trade secret, and is identified as such by the party submitting a bid at the time of submittal as specified in Section 7(1)(g) of the Illinois Freedom of Information Act ("FOIA", 5 ILCS 40/7(1)(g)).
- "Trade secret" as defined in Section 2(d)of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)) means information, including but not limited to technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that: (1) is sufficiently secret to derive actual or potential economic value from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts to maintain its secrecy or confidentiality that are reasonable under the circumstances.

\* \* \* \*

The attached material submitted in this Response to Oakton Community College **Invitation to Proposal #3 for Certified Athletic Training Services – Three Year Contract** includes trade secrets and / or commercial or financial information that is proprietary, privileged, or confidential. The disclosure of specifically identified content within the material would cause competitive harm to:

(insert name of individual or company submitting the response)

as further explained below, such that it may be kept confidential under 5 ILCS 40/7(1)(g).

We request that the pages or parts of pages of this Response, as next indicated, be treated as confidential material and not be released without the prior written approval of our Authorized Representative named on the following page.

Section	Page #(s)	Topic	Why disclosure would cause competitive harm

If the designation of this information as confidential is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality, and agrees to hold the College harmless for any costs, damages, or penalties arising out of the College's agreeing to withhold the information.

Failure to complete and include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to inspection and copying. The College considers other markings of "confidential" in the bid/proposal documents to be insufficient. The undersigned agrees to hold the College harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name	
Authorized Representative	
	Signature
Authorized	
Representative	
	Type or Print
E-mail Address	
Date	

Please be sure to include one electronic copy of your RFP response, and one electronic FOIA copy if applicable, that has confidential and/or proprietary information removed/redacted. Please mark this as "FOIA Copy."

The College will use this copy at the public bid/RFP opening, and this copy must include your pricing.