

DOLTON SCHOOL DISTRICT #149

# INVITATION TO BID

Dolton School District #149 will accept sealed bids for: Contracted Security Services

Submit your bids to the attention of:

Mrs. Janice Optiz  
Business Manager  
Dolton School District #149  
292 Torrence Avenue  
Calumet City, IL 60409  
(708) 868-8300

Bids must be received at the following address no later than: Tuesday, July 11, 2023, 12:00 p.m., at the District's Administration Building located at 292 Torrence Avenue, Calumet City, IL 60409.

Your bid MUST be submitted in a SEALED ENVELOPE CLEARLY MARKED: **"SEALED BID CONTRACTED SECURITY SERVICES"**

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## **CONDITIONS AND INSTRUCTIONS TO BIDDERS**

The Board of Education of Dolton School District No. 149 will receive bids for Contractual Security Services until 12:00 p.m. on Tuesday, July 11, 2023, at which time they will be opened and read aloud. Bids received after this time will be returned, unopened and not considered.

Bids are to be addressed to: Mrs. Janice Opitz, Business Manager, School District 149, 292 Torrence Avenue, Calumet City, IL 60490, and are to be enclosed in a sealed envelope clearly marked, "Sealed Bid- Contracted Security Services."

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 Dolton School District 149. Award of contract shall be based upon the bid criteria included in this document. 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.

All bidders shall submit a non-collusion affidavit and four (4) required certifications with their bid as per the enclosed forms.

### **BIDDER'S REPRESENTATIONS AND COVENANTS**

1. The submission of a Bid constitutes the Bidder's representation, and is conclusive evidence that: (1) the Bidder has read and has become thoroughly familiar with the requirements of the Bid and the Bid Documents; (2) the Bidder has investigated and has inspected the site and is satisfied as to the conditions to be encountered in performing the work described in the Bid Documents; and (3) the Bidder is fully informed as to the labor conditions relating to the specifications and work to be performed. The failure of any Bidder to obtain or examine any form, or the failure of the Bidder to become familiar with the conditions relating to the specifications, shall in no way relieve the Bidder from any obligation with respect to the Bid.

2. The Bidder represents that this Bid is submitted without any connection with any other party submitting a Bid for the work covered by these Documents. The Bidder further represents that this Bid is fair and has been made without any aspect of collusion, price-fixing or fraud and that no employee or agent of the Board is directly or indirectly interested in any benefits to be derived from this Bid.

3. Bidder certifies that it has adopted and implemented a written sexual harassment policy in full compliance with Public Act 87-1257 and Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A) (4), and in case of Bidder 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.

4. Bidder certifies that it is not barred from bidding on this project, or entering into the contract, by Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4) Sections 33E-3 and 33E-4 prohibit the receipt of a public contract by a Contractor who has been convicted of bid-rigging or bid-rotating.

5. Bidder certifies that it is not ineligible for award of the contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of the contract. Failure of the Contractor to be in compliance with this Section shall be cause for School District #149 to immediately terminate the contract.

6. Certification forms which must be signed by a duly authorized agent of the Bidder and submitted with the bid are included here as Exhibits. Failure to submit the properly signed certifications may subject the bid to disqualification.

### **QUESTIONS AND INTERPRETATION OF BID DOCUMENTS**

Questions pertaining to the Bid Documents and any request for clarification or interpretation of the Bid Documents must be made in writing to the Business Manager no less than seven (7) calendar days prior to the bid opening. Questions or requests received after this time will not be considered.

Replies to questions, interpretations and any corrections or changes to Bid Documents will be made in writing and shall constitute an Addendum to the Bid Documents. Such Addenda will be sent to all parties receiving bid packages at least three (3) days prior to the bid opening. Responses to questions, interpretations, and clarifications made orally or in a manner, not complying with the above procedure shall not be made a part of the Bid Documents, and the Bidder shall not be entitled to rely upon them.

### **BIDDING PROCEDURES**

1. Prices and Notations must be typed or in ink. No erasures permitted. Mistakes may be crossed out and corrections entered and initialed in ink by person signing the quotation. Do not change the specification. Report any irregularities by separate letter. A vendor-initiated change, deletion or addition changing the conditions stated above may void that vendor's bid.

2. Quotations - Must be signed with firm name and by an authorized officer or employee. Obligations assumed by such signature are binding upon Bidder.

3. Taxes - The school is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid price. Federal excise tax exemption certificates will be furnished if necessary.

4. Default - is defined as the failure of a Bidder or the Contractor to fulfill the obligations described in these bid documents or the resulting contract. In case of default of the Contractor, the School District may cancel the contract and procure the services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

5. Early Payment Discounts - Standard terms are to be invoiced once per month for security services with terms of net 30 for payment. Discounts for 10 day payment of invoices will be considered when evaluating bids (example terms: 2/10, net 30).

6. Withdrawal of Bids - Bids may be modified or withdrawn prior to the date and time of the bid opening upon written request to the Business Manager, executed in conformance with the signature requirements for submission of Bids. Withdrawal of a Bid will not prejudice a Bidder's right to submit a new Bid prior to the time designated for submission of Bids. After the bid opening date, no Bidder may withdraw his/her/its Bid for a period of ninety (90) days from the bid opening date.

7. Period of Firm Quote- All bids will be considered to be firm for orders issued within a period of ninety (90) days from the date established for the opening of bids.

8. Receipt of Bids - Bids must be received by 12:00 p.m. on Tuesday, July 11, 2023. Late bids will not be accepted. The responsibility of getting bids to the Business Manager rests entirely with the bidder notwithstanding delays resulting from postal handling or any other means.

9. Bid Opening - Bids will be opened and read on the date and time shown on the cover page in the District 149 Administrative Office.

10. Rejection of Bids - The Board reserves the right to reject any and all Bids in whole or in part. Any or all Bids may be rejected if there is any reason to believe that collusion exists among the Bidders. The

Board shall be under no obligation to accept the lowest financial Bid if the lowest financial Bid is not deemed to be in the best interest of the Board. Individual Bids may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional Bids, incomplete Bids, and unexplained erasures. Individual Bids may also be rejected if, in the opinion of the Board, such Bid does not meet the standard of quality established by the specifications. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Board to reject any and all Bids. The Board retains the right to waive any technical defects, irregularities, and omissions in the Bids received if the best interest of the Board shall be served. The Board further retains the right to award a contract by item, group of items, or parts thereof if so divisible and if the best interests of the Board would be served, or to award contracts to one or more Bidders.

11. Award -The bid will be awarded, if at all, to the contractor which the Board of Education determines, at its sole discretion, will serve the best interests of the District. The Board will use the criteria listed below, which criteria are not meant to be exhaustive. If the contract is awarded, it will be awarded to the Lowest Responsible Bidder. This Bid does not necessarily contemplate an award based solely on price. In determining the Lowest Responsible Bidder, the following criteria, without limitation, will be considered by the Board, as applicable:

- Completeness and accuracy of responses to all proposal document requests and a qualitative analysis of the responses.
- Price
- The school district assessment of the contractor's ability to responsibly fulfill the District's needs, including, but not limited to, evaluation of the following:
  - References and customer feedback obtained by District 149 for current and previous clients (serviced within the last two years). Feedback from primary and/or secondary public schools is preferred.
  - Longevity of the Contractor in the security services industry for primary and/or secondary public schools.
  - Financial soundness and stability.
  - Comprehensiveness and thoroughness of customer contract procedures, training program, understanding and approach and transition plan.

## **CONTRACT**

1. The contract for Contractual Security Service will be for one (1) year commencing on the first day of the 2023-2024 school year with four (4) one-year renewal options at the discretion of the Board of Education. This contract can be terminated by School District #149 with a thirty (30) day written notification. Renegotiation of the price charged in subsequent years of the agreement must not exceed the "Consumer Price Index for All Urban Consumers" annualized rate for December of the current school year.
2. The attached position descriptions are subject to change by the District based on the District's needs which may include decreasing, increasing, or eliminating the positions.
3. All Contract personnel must wear, at all times: (1) the approved uniform; and (2) the approved identification badge. No Contract personnel will be permitted to enter or remain on District property unless both conditions are met.
4. The Contractor shall provide the District with a list of all supervisory personnel which includes telephone numbers where each person may be reached at all times (pager/cellular phones numbers where applicable).
5. The Contractor shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks" for all current employees in the Business Office and a complete roster of current employees in the Facilities Office. The Contractor, at its sole expense, shall conduct background investigations of all of its employees, agents and others who will interact in proximity to School District #149 students, and, in accordance with Section 10-21.9 of the Illinois School Code (105 ILCS 5/ L 0-21.9), shall provide results of each background investigation to the School District #149 Superintendent prior to the person beginning any work on School District #149 property, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Contractor shall not allow anyone to work in School District #149 whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. The Contractor shall submit immediately upon the award of the contract the name, date of birth and social security number of all employees who are to perform work for School District #149 under the contract and certification that they have met the requirements herein. In the event the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Board against any such claims.
6. The Contractor is responsible for the conduct of its personnel. The Contractor must provide written policies and procedures with its Bid regarding unlawful conduct by its personnel. The contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed unlawful activities, the Contractor shall be responsible to the District for restitution which will include, but not necessarily limited to, all actual losses, damages, costs of investigation, and costs of prosecution.
7. The Contractor shall notify the District immediately of conditions which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under this contract. In either case, the Contractor shall submit a plan, in writing, of how the effected work is to be rescheduled.
8. In the event of a strike, act of God or other event resulting in the closing of the building(s), no payment(s) shall be made for that period of time when Security Services are not required/ performed.

9. Absenteeism is a significant factor that adversely affects the quality of the Security Services received by the District. Each Bidder is to submit and the successful Contractor is to maintain effective Recruitment and Retention plans. Adequate Staffing Levels are to be maintained by the Contractor. The Contractor is to maintain a pool of trained/qualified substitutes, available at short notice, to insure that the District is adequately staffed in the event of illness or injury.

10. The District reserves the right to audit payroll records and/or time cards.

11. The District reserves the right to request that the Contractor remove any employee from the District contract for unsatisfactory performance, appearance, behavior or attitude.

12. The Contractor and its employees and agents shall strictly comply with all Federal, State and Municipal codes and regulations, and shall comply with all applicable local, county, State and federal laws, regulations and rules including without limitation those regulating the issuance of contracts, and employment. The Contractor and its employees shall abide by all Board of Education policies and School District #149 regulations. Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices, including the Illinois Human Rights Act. The Contractor shall not discriminate against any worker, employee, or applicant, or any other 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 labor practice.

13. The Contractor acknowledges that, as an independent contractor of School District #149, records in the possession of the Contractor related to the Security Services bid, contract and services may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq. The Contractor shall immediately provide School District #149 with any such records requested by School District #149 in order to timely respond to any FOIA request received by School District #149. School District #149 will review all such records to determine whether FOIA exemptions apply before disclosing the records. If the Contractor refuses to provide a record that is the subject of a FOIA request to School District #149 and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes School District #149 in any way, the Contractor shall reimburse School District #149 for all costs, including attorneys' fees, incurred by School District #149 related to the FOIA request and records at issue.

14. All School District #149 buildings and grounds are no smoking areas. It is the policy of School District #149 to establish and maintain an Alcohol & Drug-Free Workplace. The Contractor shall have in place an effective Substance Abuse Policy (Drug and Alcohol), which conforms to the School District #149's policies and all applicable Federal, State, and Local rules and regulations.

15. The District reserves the right to unilaterally terminate this contract, at any time, upon the determination that the Contractor's performance is unsatisfactory, without penalty to the District. The contract shall be terminated after providing a written thirty (30) day notice.

16. The Contractor shall submit evidence, satisfactory to the District, that the Contractor has coverage of General Liability Insurance, Worker's Compensation Insurance, and Automobile Liability Insurance to the limits described in the attachment with companies licensed to do business in Illinois with an A.M. Best rating of A that is satisfactory to the District. The certificates of such insurance shall carry an endorsement to the effect that the Insurance Company will defend the District as a party in the event the District becomes a party to any litigation as a result of the activities of the Contractor, sub-contractor, or any direct or indirect employee of same under the terms of this contract for injuries to property or person. Such insurance shall name the District as an additional insured and shall include all members of the Board of Education, officers, employees and agents in all of their official capacities for claims arising out of the performance of this contract. Contractual liability shall be provided under the Commercial General Liability policy to include the Contractor's indemnification obligations under this

contract. A certificate of insurance shall be provided to the District evidencing this coverage and must include the requirement of a ten (10) day cancellation notice.

17. The Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the Contract Sum. The bond surety must carry a BEST RATING of A. Such bond shall be in a form and with a surety acceptable to the District and shall not include a limitation period shorter than provided by Illinois law. The Performance Bond shall guarantee the performance of the duties placed on the Contractor under this Contract and its compliance with any applicable laws, and shall indemnify the School District and its Board members, officers, employees and agents (the "Indemnitees"), from any liability or loss to the indemnitees from any failure of the Contractor to fully perform each or all of said duties. The Performance Bond must be updated for any contract extension that is approved by the District.

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

19. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless School District #149, the Board of Education, its members, employees, agents, officers, officials and successors from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages to person (including death) or property, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the contract and bid documents and any acts or omissions of the Contractor or its employees or agents. The indemnities set forth herein shall survive the cancellation, expiration or termination of the Contract.



## DESCRIPTION OF SERVICE

### **Security Officers (Estimated 20)**

Monitor hallways and on perimeter of school buildings and special events. Direct students during passing periods, ensure visitors have authorization to be on premises. Intervene in disturbances and confrontations, deter and protect property, faculty and students from injury, theft and vandalism. Assist public agencies in their performance of duties. Assist bus services in loading and unloading of students. Work special events, as needed. And other related duties, as required.

## SCOPE OF WORK

Dolton School District 149 is searching for a professional security company that is dedicated to assisting us with advancing school safety for eight of our district schools. We are looking to partner with a professional security company with a unique approach to school safety that eliminates the fear of school violence, allowing students to focus on learning and achieving their instructional goals and academic dreams.

We invite interested security companies to join our school community and support our efforts to keep our students and school staff. The primary purpose of this service is to ensure the safety, security, and welfare of all students, faculty, staff, and visitors in Dolton School District 149. The security staff will work to foster positive relationships with students and the learning community while also working in tandem with existing Administrative practices and building procedures to maintain order, prevent crime, and assist the building Administration with the operations of the school on school property or at school-sponsored events when necessary and appropriate. Security personnel will participate in school based trainings to educate their security guards on the District's key procedures and systems. They will be an integral part of improving culture and climate of each school by doing the following:

- Building authentic and professional relationships with students and staff
- Provide social-emotional strategies
- Conduct restorative justice conversations with students
- Convene peace circles
- Use strategies to de-escalate student behaviors
- Collaborate with teachers to decrease student behaviors in the classroom
- Detect, investigate and report unauthorized or suspicious people and activity
- Patrol and supervise school campuses
- Plan and implement comprehensive security strategies

The ideal security firm will provide capable security personnel with strong process management skills. The knowledge, skills and abilities listed above are typically acquired through the levels of education and experience listed. However, any equivalent combination of education and/or experience, which provides an applicant with the listed knowledge, skills and abilities to perform the essential duties and responsibilities of the position, may be acceptable.

## QUALIFICATIONS OF BIDDER

Documentation to be submitted with bid:

- Licensed by the Illinois Department of Professional Regulations as a Private Security Contractor doing business for a minimum of five (5) consecutive years as the same Business Entity.
- Demonstrate experience in providing safety/security services to an educational facility with 400+ students for a minimum of two (2) consecutive years. Provide references with bid.
- Submit with proposal, a personnel list with copies of active P.E.R.C. cards, with a minimum of seventy-five (75) names of active employees to be assigned to the District.
- Drug and Alcohol policy testing procedures and frequency.
  - Affirmative Action Policy.
  - EEOC - 1 form. Most recent filing is required.
- Copies of last five years audited financial statements demonstrating the financial strength to support this work requirement.
- Certification regarding Sexual Harassment policy.
- Certificate of Compliance with the Illinois Drug-Free Workplace Act.
- Certification regarding Bid Rigging.
- Non-Collusion Affidavit.
- Certificate of Compliance with Prevailing Wage Act.
- Certificate of Eligibility to Bid.

## QUALIFICATIONS OF SECURITY PERSONNEL

(Supporting documentation to be submitted by Successful Bidder. REQUIRED)

- High School Diploma or Equivalent
- Speak and write acceptable English
- Current Illinois Department of Professional Regulation P.E.R.C. Card
- No criminal history -search report and complete set of fingerprints required prior to district assignment
- Pre-employment, annual, and random drug screen
- Minimum 30 years of age
- Completion of the State Certified Basic Training Program (minimum of 20 hours)
- Eight (8) hours of semi-annual refresher training, submit training plan
- Four (4) hours of annual crisis training, submit training plan

**THE BUSINESS OFFICE MUST HAVE THIS DOCUMENTATION ON FILE PRIOR TO THE PLACEMENT OF SECURITY PERSONNEL WITHIN THE DISTRICT. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE TERMINATION OF CONTRACT.**

## COMPENSATION AND BENEFITS

### Minimum Wages by Category

Bidder will be required to compensate its personnel assigned to District 149 pursuant to the following minimums:

Security Officers      \$ 17.00 per hour

All personnel shall be paid an are hourly rate , and there are no salaried positions. All hours worked in excess of forty (40) hours per week, will be paid an overtime rate of time and one half of their regular rate of pay.

### Benefits

#### Health Care

- Bidder must offer minimum medical coverage (supplemental insurance) to all its assigned employees and dependents at employee cost.

#### Vacations

- 40 hours of vacation with pay after 1 year of service
- 80 hours of vacation with pay after 2 years of service
- 120 hours of vacation with pay after 8 years of service
- 160 hours of vacation with pay after 12 years of service
- 200 hours of vacation with pay after 20 years of service

Contractor's Employees who work less than 1 year receive prorated vacation.

(Please refer to the Illinois Prevailing Wage Rates for security services mentioned on the Illinois Department of Labor's website for further compliance requirements as well as the Affordable Care Act for insurance offerings compliance.)

## **EQUIPMENT MATERIAL REQUIRED**

**Uniforms-** Security Guards must wear uniform while on premises, that will be provided by the Contractor.

### **Communication**

#### **Radios**

The District will provide communication equipment for use by Security personnel, administration, faculty and support staff.

### **Forms and Reports**

Bidders will provide the following completed documents as they occur:

- Daily Shift Incident Reports Summary as needed
- Procedure Manual
- Employee Time Reports
- Security/Safety Evaluation as required

Procedure Manual

Employee Time Reports

Security/Safety Evaluation as required

## REQUIRED INSURANCE AND BONDING

General Liability Insurance:           \$1,000,000 CSL  
  \$2,000,000 Aggregate

Workers Compensation Insurance:   \$1,000,000

Automobile Liability Insurance:     \$1,000,000

Umbrella Liability Insurance:        \$5,000,000

THE SCHOOL DISTRICT MUST BE LISTED AS AN ADDITIONAL INSURED.

Indemnification / Hold Harmless Clause

LIABILITY INSURANCE WITH DEDUCTIBLES OR SELF-INSURER RETAINERS WILL NOT BE ACCEPTED.

Bid Bond

A 10% Bid Bond, Certified/Cashier's Check must be included at time of submission. Bonds for unsuccessful bidders will be returned within seven (7) days of award.

Successful Bidder Bond will be held until production of required Performance Bond.

Performance

Security in the amount of 100% of contract value must be provided to District 149, prior to commencement. Security shall be in form of:

Performance Bond or Letter of Credit in the amount equal to 100% of the estimated contract price for one (1) year. The Contractor as principal shall sign and a company authorized to guarantee the performance of the contracts, and to do business in the State of Illinois as surety shall execute. Said security shall be subject to approval by the District.

**PRICING**

TO BE COMPLETED BY BIDDER

Position	Price Per Hour	(Estimated) <u>Total Hours</u>	
Security Guard	\$ _____	X 1440 (7:00am-3:30pm)**	\$ _____

Estimated Number of Security Guards Needed                      20

Estimated Annual Cost-

To be completed by bidder.....\$ \_\_\_\_\_

\*\*Shifts include a ½ hour unpaid lunch.

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Date



**MINORITY, PERSON WITH DISABILITY-OWNED, AND FEMALE-OWNED BUSINESS CONCERN REPRESENTATION**

**Minority-Owned Business:** a business which is at least 51% owned by one or more minority persons (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act) or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

**Female-Owned Business:** a business which is at least 51% owned by one or more females (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act), or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

**Business Owned by a Person with Disability:** a business that is at least 51% owned by one or more persons with a disability (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act) and the management and daily business operation of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 or the Internal Revenue Code of 1986 is also considered a "business owned by a person with a disability."

The definitions above are adopted from the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1 et. seq.

The District shall rely on written representations of concerns regarding their status as minority/female-owned businesses.

**VENDORS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MANY RENDER THE OFFEROR'S BID NOT RESPONSIVE.**

- A. Representation. The offer or represents that it is ( ), a minority-owned Business concern.
- B. Representation. The offeror represents that it is ( ), a female-owned Business concern.
- C. Representation. The offeror represents that it is ( ), a disabled-owned Business concern.

**Please Check Appropriate Boxes**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> African American (AFRAM)         | <input type="checkbox"/> Caucasian (CAUC)                  | <input type="checkbox"/> Native American (NAAM)           |
| <input type="checkbox"/> Hispanic American (HISP)         | <input type="checkbox"/> Asian-Pacific (ASIAP)<br>American | <input type="checkbox"/> Asian-Indian (ASIAI)<br>American |
| <input type="checkbox"/> Other _____<br>(Please Identify) | <input type="checkbox"/> Female Owned (F)                  |   |

Company Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax# \_\_\_\_\_ FEIN# \_\_\_\_\_  
Signature of Company Official \_\_\_\_\_

Title \_\_\_\_\_

Date

**PREVAILING WAGES & EQUAL EMPLOYMENT OPPORTUNITIES**

The undersigned hereby certifies that the Firm listed below is in compliance with and intends to be in compliance with at all times Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. *et. seq.*, the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, *et. seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.*, Fair Labor Standards Act of 1938, 29 U.S.C. §201, *et. seq.*, the Minimum Wage Law, 820 ILCS 105/1, *et. seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et. seq.*

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Agent of Firm)

\_\_\_\_\_

Title

Subscribed and sworn to

Before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

Notary Public

**BID RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of \_\_\_\_\_  
(agent) (contractor)

do hereby certify that neither \_\_\_\_\_ nor any individual  
(contractor)

presently affiliated with \_\_\_\_\_ has been barred from bidding on a  
(contractor)

public contract as a result of a violation of either Section 33E-3 (bid rigging) or Section 3E-4  
(bid rotating) of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 *et seq.*).

Authorized Agent \_\_\_\_\_

Contractor \_\_\_\_\_

**CERTIFICATE OF ELIGIBILITY TO BID**

---

(Contractor),

pursuant to Section 33E-3 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither (he, she, it) nor any of his, her, its) partners and officers has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

---

DATE

---

AUTHORIZED SIGNATURE

---

PRINTED NAME

**CERTIFICATE REGARDING  
SEXUAL HARASSMENT POLICY**

\_\_\_\_\_ does hereby certify pursuant to Section 2-105  
(Contractor),

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

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

(Applicable Only to Contractors with 25 or More Employees)

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

\_\_\_\_\_ ' having 25 or more employees, does  
hereby

(Contractor),

certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 I.LCS 580/3) that (he, she, it) shall provide a drug-free workplace for all employees for all 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 violation of the Illinois Drug-Free Workplace Act.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

**CERTIFICATE REGARDING  
NON-COLLUSION AFFIDAVIT**

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

The undersigned bidder or agent, being duly sworn, on oath says that s(he) has not, nor has any other member, representative, or 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. S(he) further states 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 resulting from such sale.

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

Subscribed and sworn to

Before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

---

Notary Public