

**Minooka Community High School District 111
201 S. Wabena St.
Minooka, IL 60447**

**INVITATION TO BID ON THE
MINOOKA COMMUNITY HIGH SCHOOL DISTRICT 111
PARKING LOT SNOW PLOWING AND SALTING**

Minooka Community High School District 111 is soliciting bids for parking lot SNOW PLOWING AND SALTING at its South Campus, Central Campus, Administrative Center, and Transportation Bus Barn Facility. **Deadline for Return is Tuesday, October 13, 2026 at 11:00 am. Bids must be clearly marked “Parking Lot Snow Plowing and Salting Bid.”**

BIDS ARE TO BE SUBMITTED TO

Minooka Community High School District 111
Attn: Dr. Kathleen Wilkey, Assistant Superintendent of Business
201 S. Wabena St., Minooka, IL 60447

1. OPENING OF BIDS

Minooka Community High School District 111 is requesting bids per the attached specifications for **Parking Lot Snow Plowing And Salting**. Bids must be filed with Dr. Kathleen Wilkey, Assistant Superintendent of Business at 201 S. Wabena St., Minooka, IL 60447 no later than 11 am Tuesday, October 13, 2026 at which time they will be opened and acknowledged. Bidders are invited to attend. Bids will be studied and reviewed and it is anticipated that a recommendation will be made to the Board of Education for award of Bid on Wednesday, October 21, 2026. The Board of Education reserves the right to waive any informalities, irregularities, or defects in any proposal should it be in the best interest of the school district to do so.

2. PREPARATION OF PROPOSAL

Proposal must be submitted on the prescribed Bid Form at the end of this document. All bids must be submitted in a sealed envelope bearing on the outside of the envelope the name of the bidder and the address and must be marked “Parking Lot Snow Plow Bid.” No Bid forwarded by mail or messenger will be accepted unless received before the scheduled time for opening bids. Proposals will be publicly opened immediately after the deadline. The method of transmittal of the proposal is at the seller’s risk of untimely receipt by the Board. The District will not be responsible for delays in delivery by UPS, FedEx, Airborne or any other carrier the vendor chooses. Faxed copies are not acceptable. Late bids will be returned unopened to the sender.

3. METHODS OF AWARD

The Board of Education reserves the right to reject any and all bids or to accept a bid in whole or in divisible part if deemed to be in the best interest of the School District. The Board of Education reserves the right to choose alternates it deems to be in the best interest of the School District. The Board of Education shall have the right and authority to award orders to the bidder or bidders best meeting all specifications and conditions based upon the sole judgment of the Board.

In making its determination the following qualifications in addition to price will be considered by the Board:

- a. The ability, capacity and skill of the Bidder to perform the service required.

- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service
- f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service
- g. The quality, availability and adaptability of the supplies, or services, to the particular use required
- h. Past history and performance that the Bidder may have with the District.
- i. Such other information as may be secured having a bearing on the decision to make the award
- j. In determining a bidder's responsiveness, the Board shall consider material deviations from the advertised specifications which materially affect price, quantity or limit the bidder's liability.
- k. Whether the Bidder owns its own trucks and employs its own people versus subcontracting trucks and people.
- l. The distance between the bidders operation and garage is from the school district's property.
- m. The ability of the bidder to store salt on its property in such quantities to ensure availability for the district.
- n. The ability of the bidder to have a sufficient quantity of trucks and employees to plow **all** district parking lots simultaneously.
- o. The ability of the bidder to have the lots plowed by 5:00am/6:00 am on weekday mornings.

Proposers and other interested parties are cordially invited to be present at the public proposal opening to be held at the time the sealed proposals are due. Proposals will be publicly opened and results announced.

4. DURATION AND WITHDRAWAL OF BIDS

All bids shall be binding for 60 calendar days following the bid opening date, unless the bidder, upon request of the District, agrees to an extension. A written request for the withdrawal of the bid or any part thereof may be granted if the request is received by the District prior to the specified time of bid opening. No bids may be withdrawn after they have been opened.

5. CERTIFICATES & ASSURANCES

All bidders shall submit all certificates herein contained and as required by law.

6. INVOICES

The successful Contractor shall submit three copies of invoices. Payment to the contractor shall be made within 30 days after receipt of invoice and approval by the Board of Education. Payments are approved by the Board of Education at its monthly Board meeting (typically the third Wednesday of each month) provided a valid invoice is received at least two weeks prior to the Board meeting and said service has been provided and accepted by the Board of Education.

7. LATE BIDS

Formal bids, amendments thereto, or requests for withdrawal of bids received by the District after the time specified for bid opening will not be considered.

8. COMPLETENESS

All information required by the Invitation to Bid must be supplied to constitute a proper bid.

9. AUTHORITY TO ACT AS AGENT

Upon request, the bidder will provide proof to the District that the signatory on the proposal form has the authority to bind the bidder to the price(s) quoted.

10. DEVIATIONS

In the event that the Bidder intends to deviate from the specifications, all such deviations must be listed and attached to the bid. The absence of a submitted deviations will assure the District that no deviations from specifications exist.

11. QUESTIONS REGARDING SPECIFICATIONS

Should a bidder find discrepancies or omissions in the specifications or instructions, or should he/she be in doubt as to their true meaning, he/she should notify the Assistant Superintendent who will, in turn, clarify such specifications and notify other bidders of any material change or clarification. The Board of Education shall not be held responsible for oral instruction to bidders. **No questions will be accepted 24 hours prior to the bid opening.**

12. SUBLETTING CONTRACT

It is mutually understood and agreed that the Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his/her contract or right, title or interest therein, or power to execute such contract, to any other person, firm or corporation, without the previous written consent of the District, but in no case shall such consent relieve the Bidder from his/her obligation, or change the terms of the Contract.

Furthermore, the contractor shall not allow a subcontractor to commence work on any portion of the project without evidence that the subcontractor has insurance coverage equal to coverages required of the contractor by the district.

13. NON-DISCRIMINATION

No bidder who is the recipient of the District's funds, or proposes to perform any work or furnish any goods under this agreement shall discriminate against any worker, employee or applicant or any member of the public because of religion, race, sex, color, or national origin, nor otherwise commit any unfair employment practice. Bidder further agrees that this article will be incorporated by the bidder into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

14. SEXUAL HARASSMENT POLICY

Every party to a public contract and every eligible bidder must have a written sexual harassment policy that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the recourse, investigative and complain process available through the Illinois Department of Human Rights and the Human Rights Commission; (v) directions on how to contact the Department and Commission; and (vi) protection against retaliation as provided by Section 6-101 of the Human Rights Act.

15. INDEMNITY

Bidder/contractor shall indemnify, keep and save harmless the District, its agents, officials and

employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the District in consequence of the granting of this contract or which in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, and the bidder/contractor shall, at his/her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District in any such action, the bidder/contractor shall, at his/her own expense, satisfy and discharge the same. Bidder/contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by bidder, shall in no way limit the responsibility to indemnify, keep or save harmless and defend the District as herein provided.

16. COLLUSIVE BIDDING

The bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

17. IDENTICAL BIDDING - EXECUTIVE ORDER NO. 10946

All identical bids submitted to the District as a result of advertised procurement for materials, supplies, equipment or services exceeding \$2,500.00 in total amount shall, at the discretion of the District, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.

18. CONTRACTOR NOT AN AGENT

The bidder/contractor shall not be held or deemed in any way to be an agent, employee, or official of the District, but rather an independent contractor furnishing services to the District.

19. RESPONSIBILITY FOR MATERIALS SHIPPED

If applicable, the bidder/contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the bidder/contractor shall bear all risk on rejected materials and supplies after notice of rejection. Rejected materials or supplies must be promptly removed by and at the expense of the bidder/contractor after notification of rejection.

20. INSPECTIONS

If applicable, for supplies and materials purchases - inspection and acceptance will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or equipment will be made as promptly as practicable, but failure to inspect or accept or reject materials or equipment shall not impose liability on the District for such materials or equipment as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

Contractors or vendors should be aware that the District is required by state law to follow and adhere to all local municipal building and zoning codes.

21. PREVAILING WAGE

The awarded Contractor is required to pay all applicable wage rates as required and stipulated by Federal, State and Local laws and **the Contractor agrees to pay prevailing wages for all work completed under this contract. It is the contractor's responsibility to file all appropriate certifications with the Illinois Department of Labor.**

22. INSURANCE

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to Minooka Community High School District 111 in form and content satisfactory to the District prior to commencement of the Services. The insurance is as follows:

- a. Workers' Compensation in accordance with the laws of Illinois;
- b. Employer's liability in an amount not less than \$1,000,000.00 each accident;
- c. Comprehensive general liability on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard, blanket contractual coverage, broad form property damage, independent vendors, and personal injury
- d. Comprehensive Automobile Liability, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.
- e. Excess liability (umbrella) insurance with limits of at least \$2,000,000.00. The insurance specified in c through e shall include the following:
 - i. Endorsements adding the following parties as additional insureds: the Minooka Community High School District 111, and it's respective board members, administrators, employees, agents and representatives.
 - ii. Thirty (30) days' prior written notice of cancellation to Minooka Community High School District No. 111.
- f. The District upon awarding a project requires a Certificate of Insurance with "Additional Insured Endorsement in such amounts as deemed acceptable by the District. You must require your insurance company to list the District as "Additional Insured". In the "Description of Operations locations/Vehicles/Special Items" section of the Certificate it must state: "Minooka Community High School District 111 and its Board of Education is additional insured per Additional Insured Endorsement.

24. SAFETY

The contractor shall conduct all work in a safe and workmanlike manner. All vehicles shall be equipped with appropriate lighting as required by State and local codes.

25. GENERAL

All work shall be conducted in accordance with the Occupational Safety and Health Administration (OSHA) requirements and Grundy County regulations. The contractor shall be fully responsible for coordination of his work and the work of his employees, subcontractors, and suppliers, and to assure compliance with schedules. The Occupational Safety & Health Administration (OSHA) Hazardous Communication Standard (29 CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, the district has developed a list of all the hazardous chemicals known to be present in our facility. A Material Safety Data Sheet (MSDS/SDS) is also on file for each of these chemicals

and/or hazardous substances. This information is available to you and to your employees upon request.

In order to protect the safety and health of our own employees as well as the employees of contractors/suppliers, contractor/suppliers must maintain and provide, upon request, an MSDS/SDS on any hazardous chemical(s) or material(s) which they bring to the facility. Failure to maintain an MSDS/SDS and provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

The contractor shall at all times conduct the work in such manner as to insure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public and employees shall be provided for in an adequate and satisfactory manner.

Any unforeseen site conditions that are encountered in the field that warrant a modification in the plans and/or design shall be brought to the attention of the district's authorized representative.

To the fullest extent permitted by law, the contractor shall be responsible for any and all injuries or damages to property due to the activities of the contractor, its subcontractors, suppliers, agents and employees arising out of or resulting from performance of the contract, or any activity in connection therewith. The contractor shall indemnify and hold harmless the District, including the Board of Education, its employees, officers and agents from any and all claims, lawsuits, actions, costs and fees, including reasonable attorney's fees and expenses of every nature and description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work, or on account of or in consequence of using unacceptable materials in construction of the work or because of any act, omission, neglect, or misconduct of contractor, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them and/or anyone for whose acts they may be liable for because of any claims or amount of recovered by reason of any infringement of patent, trademark, or copyright, or by reason of the violation of any law, ordinance, order, or decree.

The contractor shall be responsible for meeting any requirement for any machine, device or part thereof, which is regulated by or becomes regulated by Federal or State of Illinois Noise Standards, shall conform to those standards. All other equipment shall operate under the noise requirements of the County of Grundy, IL.

Nothing in this contract between the district and the contractor or anyone else is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by an authorized representative of the district, employee, or officer whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of duty to anyone, including but not limited to third parties, regarding workplace safety.

In order to insure this and other duties of the contractor, certain indemnifications and insurance is required by the contract. Additionally, the contractor guarantees to the owner a safe work place shall be provided for all employees of the contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act and any work place safety act of the State of Illinois. Contractor agrees to require this work place safety guarantee of all subcontractors and expressly require the district and Board of Education to be third party beneficiaries of each guarantee.

SPECIFICATIONS

The contractor must schedule a mandatory walkthrough appointment with the District's Building and grounds director prior to submitting the bid:

Building and Grounds Director, Jason Piper, 815-521-2310, jpiper@mchs.net

Equipment and salt may be stored on site. Please see photos of Central Campus for location of salt storage area.

FACILITIES

1. SOUTH CAMPUS

Aerial view of parking lots of Minooka Community High School District 111 – South Campus, 26655 W. Eames Street, Channahon, IL. Please note the rear of the school recently had a new addition (fieldhouse) that is not reflected in the picture below.



2. CENTRAL CAMPUS

Aerial view of parking lots of Minooka Community High School District 111 – Central Campus, 301 S. Wabena Ave., Minooka, IL. The plowing area includes the gravel parking lot and area surrounding the maintenance shed by the pond. Please note the rear of the school near the football field recently had a new addition that is not reflected in the picture below.



3. ADMINISTRATION BUILDING

Aerial of parking lot of Minooka Community High School District 111 – Administration Building, 201 S. Wabena Ave., Minooka, IL..



4. TRANSPORTATION BUS BARN FACILITY

Aerial view of the parking lot Minooka Community High School District 111 – Transportation Bus Barn Facility Building, 700 E. Minooka Rd., Minooka, IL.



Snow Removal and Salting Proposal Specifications

1. Scope of Work a. Snow Removal:
 - a. Provide necessary equipment and labor for proper snow and / or ice removal of drives and parking lots in all specified areas designated and located within Minooka Community High School District 111.
 - b. The **Transportation Bus Barn Facility must be cleared and salted by 5:00 am**. Clean-up work shall occur after all buses have left the barn at 7 am.
 - c. **All other buildings must be cleared and salted by 6:00 AM**.
 - d. In the event that a building will not be completed by 5:00 am / 6:00 AM the bidder must contact the Director of Buildings and Grounds ASAP to discuss the reason for not completing by the designated time and timeline for completion. The only reason acceptable for not completing the work by the designated time is listed below. For the purpose of determining the timing of an event it is assumed all work can be completed at each site within 2 hours.
 - i. Plowing shall occur when 1 or more inches of snow has accumulated on the pavement or as determined by the district.
 - ii. Weather occurrences that start or finish after 4:00 AM are not counted against the 5:00 am/ 6:00 AM completion time as long as one of the following criteria has been met.
 1. Removal has started by 4:00 AM and it is still snowing and accumulating until at least 5:00 AM.
 2. The snow has reached 1" accumulation after 4:00 AM and removal started as soon as it reached 1"
 3. When snow is coming down at a rate that cannot be kept up with.
 4. When ice begins to accumulate, salting has started.
 - iii. Added plowing shall be authorized only by the Director of Buildings and Grounds, or designee.
 - e. Salting shall occur when 1 inch or less of snow is on the ground, after initial plowing, in the event of freezing rain or ice, or as directed by the owner.
 - i. The successful bidder(s) shall use rock salt (NACL) for ice removal in surface temperatures above 10 degrees and treated rock salt for ice removal in surface temperatures below 10 degrees.
 - ii. In the case of a shortage of rock salt alternatives may be approved by the owner with prior approval and costs.
 - iii. Added salting shall be authorized only by the owner.
 - f. Contractor shall place priority on Minooka Community High School District 111 to ensure the District is able to open their schools on time.
 - g. Schools must be plowed according to the completion time schedule above, even when school is not in session.

- h. Weather conditions may require the successful bidder(s) to plow or salt to provide for the safe exiting of personnel in the evening, at night or during the daytime hours as directed by the owner.

2. Equipment

- a. The successful bidder(s) shall have sufficient equipment to properly maintain their assigned sites and meet the District's specifications whenever weather conditions warrant snow removal and salting services.

3. Conditions

a. Parking Lots and Drives

- i. The successful bidder(s) will visit and become familiar with each area and the obstacles and unique challenges that may be present to ensure care is taken to prevent damage to District property. This visit should be conducted with the Director of Buildings and Grounds or designee prior to the beginning of the contracted periods.
- ii. The successful bidder(s) will provide snow removal plans that will show the areas anticipated to bank the plowed snow, which will not impact parking and must be approved by the owner.
- iii. The successful bidder(s) is responsible for all damages caused to the grounds, driveways, parking lots, sidewalks, permanent or temporary structures, vehicles, etc. that were caused by provided service.
 - 1. All repairs are to be resolved or scheduled within one (1) month of being reported by the District.
 - 2. If repairs are not made appropriately, the District will have the repairs made and deduct the expense from the final payment to the bidder.

4. Contract

- a. Enforced from October 21, 2026 to April 30, 2027.
- b. 2nd and 3rd year renewal will be determined based on satisfactory performance by the bidder in the district's opinion and after evaluating any price increases or decreases.
- c. The successful bidder will be required to enter into a contract with the District in the form that is provided for in Appendix A of this Invitation to Bid

5. The successful bidder must use their own personnel with trucks and equipment that are stenciled with the business name on the door or other outer body panel that is easily visible. Magnetic signs are not acceptable. The location of the "yard" or equipment will be within 25 miles of the school district's furthest building from the "yard" or equipment as measured by Google Maps or similar driving distance software or website.

6. Snow amounts will be verified with an agreed upon website similar to "Weather Command" or "NOAA". That same website will be used throughout the snow season for consistency in billing.

7. Bids shall be presented on a per truck per hour basis and salt per ton (untreated and treated). Optionally, and in addition to a per truck per hour bid, the district will consider bids a per "push" basis.

BID FORM

Please provide a response to the following:

1. Does the Bidder own its own trucks and employ its own people versus subcontracting trucks and people?
2. What is the distance from the bidder's garage operation from the school district's farthest property?
3. Does the bidder have the ability to store salt on the district's property in such quantities to ensure availability for the district?
4. Does the bidder have the ability to have a sufficient quantity of trucks and employees to plow both district campus lots simultaneously?
5. Does the bidder have the ability to have the lots plowed by 5:00am/6:00 am as detailed herein?
6. Please provide references for three school districts that you have provided services for that are similar in scope to Minooka Community High School district 111.

7. Per Truck Per Hour Pricing:

Please list your hourly rates for each truck that you will be using to provide snow plowing and salting service.

Please provide your rate for salt per ton (treated and untreated).

8. (Optional) Per Push Pricing

Total Cost of Snow Removal for Snowfall 1" – 3" (per push) _____/1"-3"

Total Cost of Snow Removal for Snowfall 4" – 6" (per push) _____/4"-6"

Total Cost of Snow Removal for Snowfall 5" – 9" (per push) _____/7" or

more Hourly pricing for Time & equipment – Salting Service _____/Cost/Hour

Salt cost per ton _____/Cost/Ton

Treated salt cost per ton _____/Cost/Ton

Hourly pricing for Loader and Dump Trucks to load, haul and relocate snow at the District's _____/Cost/Hour
discretions.

Exception, deviations to specifications or special considerations:

Assurances and Certifications

PART 1

STATEMENT OF ETHICS CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor.
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor.
3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
4. Bidder has not been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.
5. Bidder is not a subsidiary of a company that has been convicted of price fixing nor pleaded “no contest” to such charges within the last five (5) years.

PART 2

SUPPLIER'S/CONTRACTOR'S CERTIFICATION

As part of its bid, the supplier/contractor does hereby certify that said supplier/contractor is not barred from bidding on the contract as a result of violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT (Suppliers/Contractors with 25 or More Employees)

As part of its bid, the supplier/contractor does hereby certify pursuant to section 3 of the *Illinois Drug-Free Workplace Act* (Ill.Rev.Stat. ch 127. para. 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance or 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*.

PART 3

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Sexual Harassment Policies

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-105 that [he, she, it] has written sexual harassment policies that include at least the minimum information as required by law; that a copy of the policies shall be provided to the Department of Human Rights upon request; and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

Equal Employment Opportunity

As part of its bid, the supplier/contractor does hereby certify pursuant to 775 ILCS 5/2-104 that [he, she, it] complies with the procedures and requirement of the Illinois Department of Human Rights regulations concerning equal employment opportunities and affirmative action, shall provide such information with respect to its employees and applicants for employment and assistance as the Department may reasonably request, and that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Human Rights Act*.

PART 4

CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit any of the following: “Criminal Code of 1961,: 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile Pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse, and or those offenses defined in the Cannabis Control Act,” 720 ILCS, 550/I et. Seq. (except the “Illinois Controlled Substances Act,” 720 ILCS 570/100 et. Seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written “Authorization for Criminal Background Information” form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above.

Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for

committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

I

By: _____
Authorized Agent

The foregoing Assurances and Certifications, Parts 1-4, were acknowledged before me by

_____ (insert name)

this _____ day of _____, 20 _____

NOTARY PUBLIC

The Assurances and Certifications must be returned signed and notarized for the bid to be considered.