

LEGAL NOTICE REQUEST FOR BIDS

Lincolnwood School District No. 74 is requesting sealed bids for the modernization of one elevator and the regular service and maintenance of two elevators beginning in April 2022. Bids will be received by the Business Manager/CSBO at the Administrative Center located at 6950 N. East Prairie Rd., Lincolnwood IL 60712, until 2:00 P.M. prevailing time on Monday, January 10, 2022.

Instructions and specifications will be available beginning Friday, December 3, 2021 from StudioGC architecture + interiors, Attn: Athi Toufexis, a.toufexis@studiogc.com, (312) 253-3400. A pre-bid meeting will be held on Tuesday, December 14, 2021, at 3:00 p.m. starting at the Administrative Center. The purpose of this meeting is to address any questions and visit the two elevator sites. This will be the only opportunity to visit District facilities; attendance by potential bidders is encouraged but not mandatory. Bidders must submit all questions in writing to Athi Toufexis at the above email address. Replies will be issued to all bidders of record in the form of an addendum. Questions received less than five (5) weekdays before the bid due date cannot be answered.

All bids must be accompanied by a Bid Bond in the form of a surety bond issued by a bonding company authorized to do business in Illinois, and on the U.S. Department of Treasury list of approved sureties, or a certified check or a cashier's check drawn on a bank authorized to do business in Illinois, made payable to the Board of Education in the amount of ten percent (10%) of the sum of the computed total amount of the bid. By submitting a bid, it is agreed that the Bid Bond will be forfeited if the bidder fails to execute the agreement or to furnish the Performance and Payment Bonds (for the modernization work) in conformity with the specifications within ten (10) days after notification of the award of the Agreement to such bidder.

All bids must be accompanied by a sample agreement, the terms of which shall be subject to negotiation by or approval of legal counsel for the District. Each bidder expressly agrees that such bid may not be withdrawn for a period of sixty (60) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District.

The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid or bids that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed.

John P. Vranas
Secretary, Board of Education
Lincolnwood School District
No. 74, Cook County, Illinois

NOTICE AND SPECIFICATIONS FOR
Elevator Modernization and Service Agreement
Commencing April 1, 2022

Lincolnwood School District No. 74

INSTRUCTIONS TO ALL BIDDERS

1.1 District Information. Lincolnwood School District No. 74 is a public elementary school district with an approximate enrollment of 1,250 students. The District operates three (3) school buildings and one (1) administrative center. All are located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago, in Cook County, Illinois. Two school buildings contain elevators, both of which are the subject of this bid:

- Rutledge Hall: Dover, Hydraulic. Unit ID: ED9184. Installed 1995.
- Lincoln Hall: Otis, Hydraulic. Unit ID: 633062. Installed 2017.

1.2 Request for Bids. The Board of Education of Lincolnwood School District No. 74 (hereinafter sometimes referred to as the “Board” or “School District” or “Owner”) will receive bids for the modernization of the Rutledge Hall elevator and the regular service and maintenance of both the Rutledge Hall and Lincoln Hall elevators, in accordance with these instructions and the specifications set forth below. Bids will be received until 2:00 P.M. prevailing time on Monday, January 10, 2022, at the Administrative Center located at 6950 N. East Prairie Rd., Lincolnwood IL 60712.

1.3 Pre-bid Meeting: A pre-bid meeting will be held on Tuesday, December 14, 2021, at 3:00 p.m. starting at the Administrative Center, 6950 N. East Prairie Rd., Lincolnwood IL 60712. The purpose of this meeting is to address any questions and visit the two elevator sites. This will

be the only opportunity to visit District facilities. Attendance by potential bidders is strongly encouraged but not mandatory.

1.4 Questions. Bidders must submit all questions regarding these instructions and specifications in writing to Athi Toufexis, StudioGC architecture + interiors, a.toufexis@studiogc.com. Replies will be issued to all bidders of record in the form of an Addendum. Questions received less than five (5) weekdays before the bid due date cannot be answered.

1.5 Bid Form. All bids must be submitted in duplicate on the Bid Form, a copy of which is attached hereto as **Exhibit “A”**, provided by the School District. The wording of the Bid Form shall not be changed or altered.

1.6 Anticipated Bidding Schedule:

<u>EVENT</u>	<u>PROJECTED DATE</u>
Request for Bids Issuance:	December 3, 2021
Pre-Bid Meeting:	December 14, 2021, 3:00 p.m.
Last date to request clarifications:	January 5, 2022
Bids Due:	January 10, 2022, 2:00 pm
Negotiation of Agreement	Jan. 11 – Feb. 7, 2022
Presentation to Facilities Committee:	February 15, 2022
Board of Education Approval:	March 3, 2022
Beginning of Service:	April 1, 2022

1.7 Pricing. Each bidder expressly agrees that its pricing may not be withdrawn for a period of sixty (60) days from the bid due date. Withdrawal within such period shall subject the proposer to penalties and damages to the District to the extent that such withdrawal results in loss to the District. All bidders must state their rates and charges in fixed dollar amounts which are definitely ascertainable at the time of opening the bids.

1.8 Bid Security. Bids shall be accompanied by a Bid Security. Such Bid Security shall be in the form of a Bid Bond or Cashier’s Check for 10% of the Bid Price (Specification A and

the first-year fixed price under Specification B) made in favor of the Board. Failure to submit the proper form and amount of Bid Security may result in rejection of the Bid. Bid Bonds must be issued by the same company that provides the Performance Bond and Payment Bond under Specification A. The Bidder agrees that the proceeds of the Bid Security will become the property of the Board if for any reason the bidder withdraws his bid prior to the time period noted in the Bid Form. The defaulting bidder shall pay the Board all costs which exceed the amount of the Bid Security for procuring the performance for the work required by the bidding documents. Such costs include, but are not limited to, additional advertising and architectural and engineering services and legal services.

1.9 Term and Commencement. The regular service and maintenance agreement described in Specification B shall commence April 1, 2022, for a period of five (5) years without extension. The modernization work described in Specification A shall be scheduled during 2022 by the agreement of the School District and the successful bidder.

1.10 Insurance. The successful bidder shall maintain insurance in the following amounts during the term of any agreement entered into pursuant to this Request for Bids: (1) commercial general liability insurance on an occurrence basis in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) workers compensation coverage in the minimum statutory amounts and no less than \$500,000; (3) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage; and (4) umbrella or excess liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate. The successful bidder shall name the School District, its Board members, employees, and agents as additional insureds

on all policies except workers compensation. The successful bidder's insurance shall be primary and noncontributory.

1.11 Bonding. A Performance Bond and Labor and Material Payment Bond will be required in accordance with the Public Construction Bond Act, 30 ILCS 550/1, for the modernization work performed under Specification A. The cost of said bond, in the amount of 110% of the cost of the work, shall be included in the bid price.

1.12 Reservation of Rights. The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid or bids that the Board of Education deems the most favorable to its interest after all proposals have been examined and canvassed. Expenses incurred in responding to this request for bids are not the responsibility of the School District.

1.13 Required Documentation. If any credit applications or other documents will be required prior to contract execution, such documents must be submitted with the proposal. **All proposals must be accompanied by a sample service agreement, the terms of which shall be subject to negotiation by or approval of legal counsel for the District and must be in accordance with the terms of this specification.** Automatic renewal language will be deleted. The final agreement shall be subject to Illinois law without regard to conflicts of laws principles. Dispute resolution terms shall be limited to litigation in the Circuit Court of Cook County, Illinois, and the successful bidder must agree to be subject to the jurisdiction of that court. References to mediation or arbitration shall be deleted. Payment terms shall be in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*). This Request for Bids shall be deemed incorporated into the parties' final agreement.

1.14 Applicable Laws. All bidders shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*); the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*); The Equal Employment Opportunity Clause at Title 44, Part 750 of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20), which is fully incorporated herein; the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e); and the *Illinois Criminal Code* (720 ILCS § 5/1 *et al.*). Without limiting the generality of the foregoing, as required by the *Criminal Code*, 720 ILCS § 5/33E-11, each bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The bidder agrees that if this certification is false, the School District may declare the resulting agreement void. Each bidder further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* Additionally, the Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price. If applicable, the bidder shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act* (35 §§ ILCS 105/1 *et seq.*), regardless of whether the bidder is a retailer maintaining a place of business within this State" as defined in Section 2 of the *Illinois Use Tax Act*.

1.15 Indemnification. If selected, the successful bidder agrees to indemnify, defend and hold harmless the Board of Education, its individual Board members, employees and agents from and against any and all costs (including but not limited to attorneys' fees and court costs), losses,

finances, penalties, causes of action, and damages, whether to person or property, resulting from, connected with or arising from any negligent acts or omissions of the bidder or any breach of the parties' agreement.

1.16 Additional Information. Bidders are encouraged to provide a summary of their company's on-line reporting and invoicing capabilities, including web-based account specific reporting, web-based Customer Account Information, and web-based invoicing. Samples of these reports or invoices should be included with the bids.

Specification A - Modernization of the Rutledge Hall Elevator

2.1 The Board requests bids for the modernization of the Rutledge Hall elevator (Dover, Hydraulic. Unit ID: ED9184. Installed 1995) in accordance with the following Scope of Work.

2.2 Provide all labor and material necessary to refurbish the existing 2 stop hydraulic elevator including, but not limited to, replacement of the controller, leveling system, car and hall fixtures and door operator, and as indicated below:

- A. Existing Elevator: Thyssen Krupp 2000 pound capacity holed hydraulic elevator. Speed: 100 fpm.
- B. Controller: New non-propriety microprocessor based control system to perform all elevator functions, motion control & door control. Nonproprietary standards recognize specific owner's rights:
 - 1. The right to all information needed for diagnosis, service, and repair.
 - 2. The right to access on-board computers, including the information they store and the ability to diagnose, repair, and/or reprogram these systems.
- C. Drive system: New solid-state motor starter.
- D. Door Operator: GAL MOVFR II door operator or equivalent, plus related equipment necessary for complete and functional operation.
- E. Emergency battery lowering: Provide emergency battery lowering, such that in the event of a building power failure, the battery would bring the elevator to the next landing and open the elevator doors to avoid entrapment. When power is restored the elevator would return to service.
- F. Car Door Equipment: New door operator to be GAL MOVFR II door operator or equivalent non-proprietary unit, plus related equipment necessary for complete and functional operation. Include hatch accessed car top inspection station.
- G. Hoist-way equipment:
 - 1. Hoist-way operation devices: New terminal stopping devices and landing systems.
 - 2. Car Guides: Replace or refurbish existing as required.
 - 3. Pit Stop Switch: Provide new pit stop switch in location required by code.

4. Pit Ladder: Modify or replace existing ladder with code compliant installation.
5. Leveling System: Provide new leveling system.

H. Fixtures:

1. Car Operating Panel: Furnish new stainless steel car operating panel including the following:
 - a. Mechanical illuminated, vandal resistant buttons marked with the corresponding landings, including Braille text.
 - b. Emergency phone with call button “push for help.” Emergency alarm button to be connected to an emergency signal.
 - c. Key switches for: Fan, light, hoist-way inspection.
 - d. Stop switch.
 - e. Fireman’s service cabinet that is compliant with A17.1 2019 code video/texting requirements.
 - f. Emergency car lighting.
 - g. ADA phone.
 - h. GFI receptacle.
 - i. Certificate window.
 - j. Car position indicators.
 - k. In car directional arrows.
2. Hall Fixtures
 - a. Fire service phase key switch and engraved instructions.
 - b. Hall Position Indicators: New to be integral with main lobby push button fixture or above hoist-way doorframe.
 - c. Hall push buttons: ADA compliant hall buttons with Fireman’s service & access at terminal landings.

I. General

1. Removal of Equipment: Unless otherwise indicated, all equipment that is removed or demolished and not to be re-used becomes the property of the Elevator Modernization Contractor, and is to be promptly removed from the project site and disposed of in an approved manor.

2. Code – All elevator equipment to be installed in accordance with A17.1 2019 elevator safety code and all other applicable codes.
3. Fire alarm recall – Elevator Modernization Contractor is to provide connection to existing smoke/heat detectors installed to initiate recall to ground floor. Fire alarm system was installed and completed in August 2021 by Airport Electric. Work under this contract shall not void existing warranty with Airport Electric.
4. Permits and Inspections: Elevator Modernization Contractor is responsible for procuring all necessary permits and inspections, and is required to deliver an Elevator Inspection Certificate prior to receiving final payment. Cost to obtain such permits and inspections will be reimbursed at the rate of 1.0 times the actual cost.

2.3 Warranty. Elevator Modernization Contractor shall warrant their work for a period of 12 months following the date of the Elevator Inspection Certificate. Warranty work is to be performed during normal working hours of between 8:00 am and 4:30 pm. Should it be necessary to perform warranty work outside of the hours of 8:00 am to 4:30 pm, the Owner will be responsible for the premium cost only. Any parts or equipment that have been provided by the Elevator Modernization Contractor that are required to be replaced shall be provided at no additional cost to the Owner. Material costs for any necessary parts or equipment that have not been provided by the Elevator Modernization Contractor will be the responsibility of the Owner at the rate of 1.0 times the actual cost to the Contractor.

2.4 Performance and Payment Bond. Contractor within ten (10) days after receiving notice of the award shall furnish a Performance and Labor and Material Payment Bond, in the amount of 110% of the cost of the work, agreeing to perform the work and fulfill all obligations in accordance with all of the provisions of the contract with a surety rated no less than B+ 10 by Best's Insurance Guide Key, and naming Owner as a primary co-obligee. Such bonds shall be in a form and with a surety acceptable to the Owner and shall not include a limitation period shorter than that provided by Illinois law (735 ILCS 5/13-214). The cost of each bond shall be included

in the bid price. All bonds shall include a specific obligation of the Surety to guarantee the faithful performance of the Contractor under the Illinois Prevailing Wage Law. The Bonding Company must also be licensed in the State of Illinois. The Performance Bond and the Labor and Material Payment Bond shall guarantee the performance of the duties placed on the Contractor pursuant to the contract with the Owner, and shall indemnify the Owner from any liability or loss resulting to the Owner from any failure of the Contractor fully to perform each or all of said duties. The Performance Bond and the Labor and Material Payment Bond shall be deemed to cover all such duties. The Performance Bond and Labor and Material Bonds shall be executed in conformity with American Institute of Architects, Doc. A312. A certified copy of the power of attorney from the Surety Company stating that the person executing the bond is duly authorized by the Surety to execute the bond shall accompany the bond. The bonds shall comply with the Public Construction Bond Act, 30 ILCS 550/1.

2.5 Performance of the Work. The School District and the successful bidder shall agree on the best timeline for the performance of the modernization work. Efforts may be made to schedule the work during non-student attendance days (i.e. during Summer Break).

Specification B - Regular Service and Maintenance of Both
the Rutledge Hall and Lincoln Hall Elevators

3.1 The Board requests bids for the quarterly service and maintenance of both the Rutledge Hall (Dover, Hydraulic. Unit ID: ED9184. Installed 1995) and Lincoln Hall (Otis, Hydraulic. Unit ID: 633062. Installed 2017) elevators in accordance with the following Scope of Work.

3.2 Contractor, in the performance of Services, agrees to and shall conform to the requirements of ASME standard A17.1, Safety Code for Elevators and Escalators, in its latest revision, in connection with testing, inspection, maintenance, alteration, and repair of elevator equipment under this Agreement. Contractor shall maintain all Units according to the original manufacturer's performance specifications or in accordance with the most recent revision of the ASME standard A17.1, whichever is more stringent.

3.3 Maintenance Services for Hydraulic Elevators. Contractor shall provide and perform the following maintenance services for hydraulic elevators at Lincolnwood SD 74, Rutledge Hall and Lincoln Hall:

- 3.3.1 Inspect, clean and lubricate the equipment.
- 3.3.2 Clean the machine room floor and the spill pan.
- 3.3.3 Replace all missing or damaged warning signs.
- 3.3.4 Ride each car to check for unusual noises and deficiencies in operation.
- 3.3.5 Inspect and clean the car top and pit equipment.
- 3.3.6 Check the oil in the tank; If oil is depleted beyond normal usage, determine and repair the cause of use of excess oil and provide new oil, compatible with existing.
- 3.3.7 Inspect the jack plunger.
- 3.3.8 Inspect the jack assembly and determine whether too much oil is leaking through; repair as required.

- 3.3.9 Inspect and clean the car photo eye or light screen; Adjust as required.
- 3.3.10 Inspect the car safety edge and retraction.
- 3.3.11 Test the alarm button; repair if not functioning.
- 3.3.12 Check the emergency switch; repair if not functioning.
- 3.3.13 Inspect, clean, and lubricate the door tracks.
- 3.3.14 Inspect the car lighting system; re-lamp or repair if not functioning properly.
- 3.3.15 Inspect the elevator communication system; repair if not functioning.
- 3.3.16 Replace broken or cracked call buttons or button covers.
- 3.3.17 Inspect, clean, and lubricate the motor bearings.
- 3.3.18 Inspect and clean the controller fuses and holders.
- 3.3.19 Inspect and adjust the door speeds, door relating cable tension, and the car steadying plates.
- 3.3.20 Check the stiles for cracks.
- 3.3.21 Check infrared door opening/closing devices; adjust as required for proper operation.
- 3.3.22 Inspect and lubricate the car fan or blower.
- 3.3.23 Inspect, lubricate, and clean the following: Hall button contacts, Guide rails, Limit switches, Traveling cable, and junction box cable.
- 3.3.24 Inspect, adjust as may be required, check, repair, and replace and provide parts for all items identified above; and Provide Services as necessary to remedy or resolve the foregoing items.

3.4 All hydraulic elevator pits shall be thoroughly cleaned at least four times per calendar year and listed on reports. Repair or replace any elevator hydraulic line that is leaking oil. Repack and seal pistons with visible oil running down. Replace ballasts as needed. Repair and replace all buttons, switches, lights, button lights, stop bells, key switches, stop switches or other controls when damaged by wear and tear.

3.5 Standards for Hydraulic Elevators. Contractor shall observe, abide by, and ensure compliance with the following maintenance standards for hydraulic elevators at the Facilities:

- 3.5.1 Elevator door closing pressure must not exceed 30 LBF.
- 3.5.2 Adjust elevator car doors and hoistways with 1/8 inch of play in doors opposite of direction of travel or replace door gibs.
- 3.5.3 Hoistway door rollers that are cut or torn more than 1/8" must be replaced.
- 3.5.4 Belt driven motors and chain drive sets shall be pre-loaded and matched for length in size, rated bearing strength, and a safety factor of ten.
- 3.5.5 Top of car operating device speed shall not exceed specified criteria.
- 3.5.6 Maintain elevator floor levels plus or minus 3/8 inch of each landing.
- 3.5.7 Roller guides that are cut or torn more than 1/8" will be replaced.
- 3.5.8 Adjust anti-creep mechanism to maintain elevators within 1 inch of floor level irrespective of the position of the hoistway door.
- 3.5.9 Replace slide guides with more than 1/8 inch play in any direction.
- 3.5.10 Adjust the relief valve to open at a pressure not greater than 125% of working pressure and shall be sealed with lead seal.
- 3.5.11 Flexible hydraulic connections shall have a bursting strength in accordance with ASME specifications (if possible, replace any flexible hydraulic connections with a hard pipe).
- 3.5.12 Securely fasten hoistway and car junction boxes with covers in place.
- 3.5.13 Replace V-Belts that are cut or torn more than 1/8 inch.
- 3.5.14 Inspect, check, repair, and replace and provide parts for all items identified above.

3.6 Scheduling. Maintenance visits shall be performed during normal business hours, Monday through Friday, 8:00 am to 4:30 pm, excluding holidays. Callbacks for minor adjustments or emergency entrapments during these hours shall be at no additional cost. For callbacks outside of normal business hours, contractor shall absorb the worked hours at straight

time, and the owner (Lincolnwood School District 74) will be charged for the overtime premium portion only.

3.7 Agreement Duration. The service and maintenance agreement shall be for a five (5) year period. Automatic renewals shall not be allowed. Written notice of termination at the end of the stated term shall not be required.

3.8 Payment

3.8.1 Payments for these services shall be based on an annual price per contract year, billed and payable in equal quarterly or monthly installments.

3.8.2 Material costs for any necessary parts or equipment in accordance with the above specification will be the responsibility of the Owner at the rate of 1.0 times the actual cost to the Contractor.

3.8.3 Price increases. The annual price in each of the second through fifth contract years shall be increased by three percent (3%) over the prior contract year's annual price.

EXHIBIT A – BID FORM

Lincolnwood School District No. 74
ELEVATOR MODERNIZATION AND SERVICE AGREEMENT
Commencing April 1, 2022

After having read all the specifications and instructions for bidders and understanding same, I hereby submit the following bid(s) for the elevator modernization and service needs of School District No. 74 in accordance with said Specifications, including bonds and insurance as stated in the Specifications:

Specification A: Modernization of the Rutledge Hall Elevator	FIXED PRICE
<i>Including all parts, labor, materials, supplies, tools, equipment, and consumables.</i>	\$

Specification B: Regular Service and Maintenance of Both the Rutledge Hall and Lincoln Hall Elevators	ANNUAL PRICE – Year 1
<i>Including all labor, materials, supplies, tools, equipment, and consumables, but not including the cost of replacement parts.</i>	\$

I acknowledge that Specifications A and B may be awarded separately. I acknowledge that the annual price in succeeding years under Specification B may be increased only in accordance with the terms of the Specifications stated in the Request for Bids, for a maximum term of five (5) years. Should this firm be selected, this firm will enter into an agreement substantially in accordance with the terms described in the specifications and subject to approval by the legal counsel for School District No. 74.

SIGNED

DATE

PRINT NAME OF SIGNATORY

PRINT TITLE OF SIGNATORY

COMPANY NAME

FEIN

ADDRESS

PHONE

CITY STATE ZIP

FAX

NAME OF CONTACT PERSON

CONTACT PERSON'S EMAIL

EXHIBIT A – BID FORM

REFERENCES

Provide up to five (5) references of Illinois based school district, government, or commercial customers with similar service agreements that you have been serving for a minimum of twenty-four (24) months:

	School District	Contact Name, Address	Contact Phone, Email	Annual Terms
1.				
2.				
3.				
4.				
5.				

THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES, ERRORS OR IRREGULARITY IN BIDS RECEIVED OR IN THE BIDDING PROCESS, AND TO ACCEPT THE BID OR BIDS THAT THE BOARD OF EDUCATION DEEMS THE MOST FAVORABLE TO ITS INTEREST AFTER ALL BIDS HAVE BEEN EXAMINED AND CANVASSED. THE BOARD RESERVES THE RIGHT TO ENTER INTO DISCUSSIONS OR NEGOTIATIONS WITH ONE OR MORE QUALIFIED VENDORS AT ANY TIME.

Initialed: _____
SIGNATORY COMPANY DATE

BID SECURITY

A bid security in the form of a Bid Bond or cashier's check in an amount not less than 10% of the Bid Price (Specification A and the first-year fixed price under Specification B) is included with this proposal. Bid Security may be forfeited if a bidder does not meet specifications.

Signature: _____ Date: _____

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

_____, being first duly sworn, deposes and says:
(print name)

that he/she is an authorized representative of _____, (name of company) the party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the proposal price element of said proposal, or of that of any other proposer, or to secure any advantages against any other proposer or any person interested in the proposed contract.

Signature: _____ Date: _____

CERTIFICATE OF ELIGIBILITY TO BID

_____(bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature: _____ Date: _____

COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

The undersigned hereby certifies that my firm has complied with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), as amended, with respect to sexual harassment policies and equal employment opportunities. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law.

Signature: _____ Date: _____

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* (“Drug Free Workplace Act”), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor’s workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor’s policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection “1” to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection “1”, paragraph “C”, part “2”, from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: _____ By: _____
(company name) (signature)

Its: _____ Date: _____
(owner, president, partner, etc.)

EXHIBIT A – BID FORM

CERTIFICATE OF COMPLIANCE CRIMINAL BACKGROUND CHECKS AND SEX OFFENDER DATABASE

The undersigned Contractor shall be responsible for conducting a criminal background check and a check of the Illinois Statewide Sex Offender Database as to all persons working within a school building or other indoor facility used for school purposes, and areas outside buildings and facilities, whether owned, leased or contracted by the School District. This includes all employees of the Contractor or any sub-contractor, all independent contractors, casual laborers, workers obtained through union halls or hiring halls, and all other individuals present on the School District's Property at any time during the performance of the Contract. No person shall be permitted to work on or within the School District's property who: 1) has been convicted of any of the enumerated criminal or drug offenses found in 105 ILCS 5/10-21.9(c), or 2) has been convicted, within seven (7) years of the date of this Certificate of Compliance, of any other felony under the laws of the State of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of this State, or 3) is on the Illinois Sex Offender Database. The Contractor must maintain such records and may be required to submit copies of such records directly to the School District to verify that the criminal background/sex offender checks have been performed on all persons working on or within School District property. All such records must be updated at least every twelve months.

The School District reserves the right to order the Contractor to remove any person from the School District's work who the School District determines to be a threat to safety of students, School District employees, other workers, parents, visitors, or otherwise. All workers must follow School District policies, regulations and rules as to building access and security.

For: _____ By: _____
(company name) (signature)

Its: _____ Date: _____
(owner, president, partner, etc.)