



CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

April 2, 2024

Dear Bidder:

The Board of Education ("Board of Education") of Cicero School District 99 (the "District"), Cicero, Illinois is requesting sealed bids for **Screen printed student and staff uniforms**.

The enclosed bid form(s) **must** be used in submitting the sealed bids. The sealed bids can be received at the Administration Building, located at 5110 W. 24th Street, Cicero, Illinois, on or before **9:30 am on Friday, April 19, 2024** at which time they will be publicly opened and read.

Indicate on the face of the sealed envelope **"SEALED BID FOR SCREEN PRINTED STUDENT AND STAFF UNIFORMS"**

It is the intention of the Board of Education to award the bid at its May 15, 2024 regular meeting and subsequently enter into a contract for these services. The District may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information for this purpose as the District may request. The District reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such bidder(s) fails to satisfy the District that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. District further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the bid which is in the best interest of the District. Conditional bids will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a bid without any specification of reason for the rejection. Any request for information shall be made to Rita Tarullo, Assistant Superintendent and Sofia Ceballos, Secretary but the response may not be used as a condition to any bid being submitted.

Sincerely,

Rita Tarullo

Rita Tarullo
Assistant Superintendent/CFO/CSBO

CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

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CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

REQUEST FOR SEALED BIDS

Cicero School District 99 is requesting sealed bids for **Screen printed student and staff uniforms**. Bids must be received at the Business Office at 5110 W. 24th Street, Cicero, Illinois, 60804, before **9:30 am on Friday, April 19, 2024**. Unsigned or late bids will not be considered.

BIDDING INSTRUCTIONS

1. The bids must be submitted only on the forms attached. Oral, telephonic, telegraphic, or facsimile transmitted bids will not be accepted. The bids shall be in a sealed envelope, properly marked with the title:

“SEALED BID FOR SCREEN PRINTED STUDENT AND STAFF UNIFORMS”.

2. The District does not assume the responsibility for **delayed postal deliveries** and **does not** recognize postmarks as representing the fact that a bid has been “received” by the District before the specified deadline. The method of transmittal of the bid is solely the bidder’s risk.
3. All bids shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the bid will be considered, and bidders will be held strictly to the bids as submitted. Signatures shall be executed by a principal duly authorized to execute contracts. The bidder’s name shall be fully stated. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Assistant Superintendent/CFO, at bids@cicd99.edu, no later **than 4 p.m. on Wednesday, April 10, 2024**, who will issue the necessary clarifications to all prospective bidders by means of addenda, as may be appropriate. Bidders may rely only on information contained in the bid documents and provided in written addenda during this bid process, and shall not rely on any oral information or interpretations given by any representatives or agents of District.
4. Bids may be withdrawn by letter, telegram, or in person **prior** to the time and date established for the opening of bids.
5. Where the specifications indicate a particular brand or manufacturer’s catalog number, it shall be understood to mean that or an equivalent. It is the intent of this specification to define essential minimum requirements as to the quality of material, construction,

finish, and overall workmanship. Where no brand is indicated, vendor shall specify a brand.

6. Each bidder submitting a bid on a brand other than those specified shall include with the bid a full listing of the features of the product, manufacturing plant location, current catalog picture and detailed specifications on the brand proposed. **Failure to do so may eliminate the bid from consideration.** The District reserves the right to make the final determination, in its sole discretion, as to the comparability of the specifications.
7. Bidders must complete, date and sign the affidavits and certifications accompanying this bid document. Failure to do so may result in rejection of the bid. Bidders agree to comply with all pertinent statutes of the State of Illinois relative to employment in connection with public contracts including, but not limited to, the pertinent provisions of the Illinois Fair Employment Practices Act, as amended; and agree that no unfair employment practice as defined therein, be committed by the bidder, its subcontractor, suppliers of materials or services to the bidder or his subcontractors, or any labor organization furnishing skilled or unskilled labor to the bidder or his subcontractors.
8. The District may require, upon request, evidence as to the financial stability of a bidder. Upon request, the bidder shall provide the following information to the District within 48 hours:
 - A. The name of any owner or co-owner, equity of each co-owner or corporate offices of the entity submitting the bid, and the name, address, and business telephone number of each such person(s).
 - B. The last financial statement and balance sheet of the bidder, including a specification in detail of all loans outstanding, or a copy of the last certified annual audit.
9. For this bid, the School District requests samples of products to determine comparability. Samples of items must be furnished free of charge to the School District. Individual samples must be labeled with the Bidder's name, bid number, item reference, manufacturer's brand name and number.

Bidders must also include a sample of T-Shirt with Silk-Screen for each logo.

10. To the extent applicable, the successful bidder shall supply, at no cost to the District, a detailed service manual, parts list, and list of service locations.
11. The School District reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her bid shall remain firm and in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
12. The District, through its Assistant Superintendent/CFO, will make such investigation as is necessary to determine the ability of the bidder to fulfill bid requirements. The

bidder shall furnish such information as may be requested and shall be prepared to show financial data or other information the District deems necessary to evaluate the financial stability of the bidder.

13. The Board of Education reserves the right to reject any and all bids, to waive any technicalities in the bid and to award each item to different vendors or all items to a single vendor and to determine whether in the opinion of the Board of Education: (a) an equal or alternate is a satisfactory substitute, (b) an early delivery date is entitled to more consideration than price, (c) an earlier delivery date is to be disregarded because of the reputation of the vendor for not meeting delivery dates, (d) a vendor is not a responsible vendor and should be disregarded and (e) what exceptions or deviations from written specifications will be accepted. The Board of Education will authorize the release of purchase orders upon acceptance of proposals. In the event of pricing errors, the prices bid by the bidder will prevail and be considered accurate.
14. The District is exempt from paying Illinois Use Tax (Ill. Rev. State., ch. 120, Para. 439.3) and sales to the Board are exempt from Illinois Retailer's Occupation Tax (Ill. Rev. Stat., ch. 120, Para. 441). All payments under this contract will be in compliance with the Local Government Prompt Payment Act (50 ILCS 505/).
15. The District is exempt from paying Federal Excise Taxes (I.R.S. ch. 32, subchapter G, para. 4221).
16. Cicero School District 99 is Tobacco Free in all buildings and on its grounds. No employees of the successful bidder or any subcontractors may violate this provision.
17. All pricing shall be on an F.O.B. destination basis with cost of packing, transportation and delivery included in the price. Shipments shall become property of the consignee after delivery and acceptance.
18. Delivery tickets must accompany each shipment, if applicable. Purchase order number and vendor name must appear on each delivery ticket and invoice.
19. Any/all semi-truck deliveries must be made in either a 40' or 48' tractor trailer, deliveries will not be accepted in a 53' truck.
20. Delivery ticket/packing slip must accompany each shipment. Purchase order number and vendor name must appear on each delivery ticket/packing and invoice. All items must be delivered on skids. All deliveries will be unloaded off the back of the semi with a fork truck, no dock is available. Truck driver is responsible for bringing all skids to the rear of the truck for offloading.
21. As required by law, labor estimates for this project shall be based upon those prevailing wage assignments as indicated by the Illinois Department of Labor, appropriate trade, and municipality specification work shall be performed in Cook County.

22. The District supports national and local efforts for recycling. Bidders are encouraged to offer recycled supplies and materials as bid alternatives. Notations are to be included as to the percentage of recycled products in each item.

BIDDING TERMS & CONDITIONS

1. All bids submitted shall be guaranteed for a period of not less than one year (365 days) from the date of bid opening and shall be considered firm price upon receipt of a District purchase order. Bidder shall fill in the words "NO BID" in unused spaces on the attached form.
2. This bid is for up to three years. The bidder can give pricing for each of the three years. If the bidder is planning on bidding for less than the three year period, the bidder must write "NO BID" in the other years of the bid on the Uniform Bid Quote Form. The longest the contract will be is three years. **If an area is left blank the bid will be disqualified. Pricing must be filled in for each size on "Uniform Bid Quote Form" for the year(s) that you are submitting a bid for.**
3. The lowest responsible bidder, as determined by the District, will be expected to execute a written contract with the Board, in an exact or substantially similar form to the sample agreement containing the same terms and conditions as those found in the sample agreement contained in this packet. By simply awarding the RFP, the Board is not entering into a contract.

The contract shall not become effective until it has been signed by the vendor selected by the Board of Education, approved by the Board of Education, and executed by a member of the Board of Education or a District representative.

The Board anticipates awarding this bid to a single bidder. However, it reserves the right to award portions of the bid to different bidders, should it determine that arrangement be in the best interest of the District.

In the event the Board determines a joint bid to be in the best interest of the District, the Board will require separate contracts with each joint bidder.

4. The District reserves the right to return at, vendor's expense, any part or all of a shipment not in compliance to specifications or to the terms and conditions of this document. It is planned that deliveries be accomplished during normal business hours of the District from 7:30 a.m. to 3:00 p.m.
5. No minimum order requirements may be made by a bidder. The School District shall order its requirement from the successful bidder. The School District reserves the right to place orders at quantity levels that the School District determines, in its sole discretion, are required. The School District expressly reserves the right to place orders at quantity levels that meet its requirements, including the right to place orders above or below the estimated quote quantity listed on the Bid Quotation Form included with this Bid Package.

6. The successful bidder shall purchase and maintain such insurance as will protect the successful bidder from claims set forth below which may arise out of, or result from, the successful bidder's operations under the contract whether the operations be by the bidder, by a subcontractor, or by anyone employed by them. Such insurance shall be acquired for and on behalf of the successful bidder in protecting the bidder from claims for damages for bodily injuries, including sickness or disease, death and for care and loss of services, as well as from claims for property damages, including loss of use, which may arise from operations under the contract, whether such operations be by the bidder or anyone directly or indirectly employed by him or her. The successful bidder shall carry the following insurance coverage and types at a minimum:

- A. Commercial General Liability: Coverage shall have minimum limits of \$1,000,000 each occurrence, and \$3,000,000 aggregate combined single limit for bodily injury liability and property damage liability, with a \$5,000,000 umbrella. This shall include premises and operations, independent contractors, products and complete operations, contractual liability, and personal injury liability.
- B. Business and Vehicular Liability: Coverage shall have minimum limits of \$1,000,000 per accident for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.
- C. Property Insurance: Coverage shall be all risk and shall be in a broad form basis, including coverage for explosion, collapse, and damage in and around District property. The coverage also should include off-site and in-transit liability.
- D. Worker's Compensation
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$100,000 per Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Empl.

The successful bidder shall be responsible for all losses which fall under any deductibles on required insurance coverage.

If subcontractors are employed, the successful bidder shall procure and maintain bodily injury and property damage liability insurance for and on behalf of the bidder for claims and damages arising out of acts of subcontractors in the same amounts as required for claims and damages arising out of acts of the successful bidder.

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

- A. Any infringement (actual or claimed) of any intellectual property rights, including but not limited to, patents, copyrights or trade names by reason of any work performed or to be performed by the successful bidder or by reason of anything to be supplied by the successful bidder.
 - B. Bodily injury, including death, to any person or persons (including successful bidder's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:
 - Caused in whole or in part by an act, error or omissions by the successful bidder or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
 - Arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent thereto.
 - Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly by the successful bidder.
8. The successful contractor will comply with all applicable State and Federal laws as they relate to employee safety, including, but not limited to AHERA, OSHA, Confined Space Entry, Employee Right to Know, Respiratory Protection, NESHAP, Look out Tag Out, etc.
 9. In the event a bidder damages the District's property, the bidder shall, at the bidder's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the bidder does not repair such damage within 14 days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the bidder shall reimburse the District for the costs the District incurs within 14 days after the District provides a written invoice to the bidder.
 10. If any person employed on the work site were, in the opinion of the District project manager, intemperate, disorderly, incompetent, willfully negligent or dishonest in the performance of his/her duties, he or she shall be directed by the contractor to cease work and vacate the job site immediately.
 11. Bidder must be an authorized dealer and installer of products bidder is bidding on. Bidder must supply a list of references of like products and installations. Reference sheet is attached.
 12. During the performance of the work contemplated herein (whether or not federal funds are involved) the bidder agrees as follows:
 - A. The bidder will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, as those terms are defined in the Illinois Human Rights Act, (775 ILCS

5/1-10 et. seq. (hereinafter “unlawful discrimination”). The bidder will take affirmative action to ensure the applicants are employed, and that employees are treated equally during employment, without unlawful discrimination. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. Bidders will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without unlawful discrimination.

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(708) 863-4856

Submittal Checklist

Remember to submit the following items with your bid. Failure to do so may result in rejection of the bid. Bidders do not need to return a signed copy of the sample contract. It is included for your reference and review.

Required Forms

- Signed and completed Bid Proposal with Federal Employee Identification or Social Security Number
- Sample of **each item with Silk-Screen for each logo**
- Non-Collusion Affidavit signed and notarized
- Vendor's Certification for Illinois Drug-Free Work Place Act Signed by Representative and Attester
- Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Minority and Women Owned Business Concern Representation
- Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- Reference Sheet

Additional Forms

- Statement of No Interest (only fill out this form if you are not able to bid at this time)
- Any necessary Literature or information (if applicable)

CICERO SCHOOL DISTRICT 99

NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS

)
) SS
)

COOK COUNTY

The undersigned bidder or agent, being duly sworn, on oath that he/she 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 bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

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

Vendor or Agent

For: _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Signature of Notary Public: _____

CERTIFICATION

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended, and that the bidder hereby certifies that it can enter into the contract provided herein and further acknowledges that the contract may be void if this certification is deemed false.

Signature

CICERO SCHOOL DISTRICT 99

VENDOR CERTIFICATIONS

ILLINOIS DRUG-FREE WORKPLACE ACT

Business Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

ILLINOIS DRUG-FREE WORKPLACE ACT

The undersigned contractor hereby certifies (check the one that applies):

_____ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313).

_____ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313) that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By: _____
Signature

Printed Name of Signer

Printed Title of Signer

Attest: _____
If a corporation

Printed Name of Signer

Printed Title of Signer

Signature

CICERO SCHOOL DISTRICT 99

CERTIFICATION OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written sexual harassment policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written sexual harassment policy include at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

Address: _____

Signature of Officer

Title: _____

Subscribed and sworn to

Before me this _____ day

of _____, 20__

Notary Public

ILLINOIS STATE BOARD OF EDUCATION
**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Orders 12549 and 12689. Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name

PR/Award number or Project Name

Name and Title of Authorized Representative

Signature/Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "GSA Government Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
ISBE 85-24 (11/05)

CICERO SCHOOL DISTRICT 99

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

African American (AFRAM) Caucasian (CAUC) Native American (NAAM)

Hispanic American (HISP) Asian-Pacific (ASIAP) American Asian-Indian (ASIAI) American

Other _____
(Please Identify) Female Owned (F)

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax# _____ FEIN# _____

Signature of Company Official _____

Title _____ Date _____

CICERO SCHOOL DISTRICT 99

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

CICERO SCHOOL DISTRICT 99

REFERENCE SHEET

Please submit the names of accounts for whom you have provided services or similar services required herein.

1. Name _____
Address _____
Contact Person _____
Telephone # _____

Length of time service has been provided _____

Summary of project/services:

2. Name _____
Address _____
Contact Person _____
Telephone # _____

Length of time service has been provided _____

Summary of project/services:

3. Name _____
Address _____
Contact Person _____
Telephone # _____

Length of time service has been provided _____

Summary of project/services:

CICERO SCHOOL DISTRICT 99

STATEMENT OF NO INTEREST

NOTE: If you are unable to submit a proposal for this work, please complete and return this form immediately.

The Business Office of Cicero School District 99 wishes to keep its vendors list file current. If for any reason you cannot supply the commodity/service noted on the attached solicitation, this form must be completed and returned to remain on the particular vendor list for future projects of this type.

We, the undersigned, have declined to submit a proposal on:

Proposal Name: _____

We are unable to submit a proposal for this work due to the following:

- | | |
|--|--|
| <input type="checkbox"/> Too busy at this time | <input type="checkbox"/> Unable to meet specifications |
| <input type="checkbox"/> Bond requirement | <input type="checkbox"/> Not engaged in this type work |
| <input type="checkbox"/> Insurance requirement | <input type="checkbox"/> Site location too distant |
| <input type="checkbox"/> Length of time required to obtain payment | |
| <input type="checkbox"/> Project is <input type="checkbox"/> too large <input type="checkbox"/> too small | |
| <input type="checkbox"/> Remove us from your bidder's list for this commodity/service | |
| <input type="checkbox"/> Other (specify below) | |
| <input type="checkbox"/> Do you wish to be considered in the future for similar projects? <input type="checkbox"/> Yes <input type="checkbox"/> No | |

REMARKS:

Signature: _____

Name & Title: _____

Firm: _____

Phone: _____

Fax: _____

E-mail: _____

Address:

Street Address City State Zip-Code

Date: _____

Return to: Rita Tarullo
Assistant Superintendent/CFO/CSBO
Cicero School District 99
5110 W, 24th Street

CICERO SCHOOL DISTRICT 99

Scope of Work

Purchase PE Uniforms and Custodial T-Shirts

Cicero School District 99 has approximately 2,500 seventh and eighth grade students at Unity Junior High in Cicero. All students must wear a PE uniform for gym class. The uniform consists of a gray short sleeved t-shirt, black shorts, and gray sweatpants. It is anticipated that the district will purchase approximately 1,200 each year.

Cicero School District 99 has approximately 9,000 kindergarten to eighth grade students at fifteen different locations throughout the Cicero area. All Kindergarten through eighth grade students must wear a school uniform to school. As a part of the uniform students are able to wear navy sweatshirts. It is not required for the school logo to be on the sweatshirts, however the District has a supply of crew neck sweatshirts that parents can purchase. It is anticipated that the district will purchase approximately 500 each year.

Cicero School District 99's department staff wear uniform T-shirts with pockets in the summer months. Listed below are the departments, color of the T-Shirts and the quantities ordered annually if specified.

Anticipated amounts are listed above where you see N/A.

Department	Color	Quantity
Custodial Staff T-Shirt with pocket	Military Green or comparable	200
Maintenance Staff T-Shirts with pocket	Sport Gray or comparable	25
Painters T-Shirt with pocket	White	10
Staff T-Shirt with pocket	Blue	25
PE Uniform T-Shirts no pocket	Ash Grey or comparable	700
PE Uniforms Shorts	Black	700
PE Uniform Sweatpants	Sport Gray or comparable	300
Uniform Crewneck Sweatshirt	Navy	500

1. The orders will be shipped to the district service center located at 5835 West Roosevelt Rd. Cicero IL. 60804. Contact Adriano Mazzulla at (708) 863-3774 at least 24 hours prior to deliveries.
2. The vendor shall state warranty/guarantee for each T-shirt/sweatshirt/shorts. The length of warranty/guarantee coverage will be taken into consideration when comparing pricing from other vendors.
3. Vendors will be asked to provide a delivery date for the T-Shirts/sweatshirts/shorts. It is the responsibility of the successful bidder to follow-up regarding delivery schedules with the Assistant Superintendent/CFO/CSBO.
4. The entire Bid will be awarded to a single bidder.
5. Any defective T-Shirt/sweatshirt/shorts will be returned to the distributor for either a refund or a replacement. The distributor can pick up the defective T-shirt(s)/sweatshirt(s)/short(s) or they can be shipped for return to the distributor at no cost to Cicero School District 99.
6. May need Sizes as high as 8X for Tall and large.

7. Note if not using the specified brand a sample is required.

BID SPECIFICATIONS:

Each bidder must meet the following bid specifications:

Student PE Uniform T- Shirt Specifications:

- A. Short sleeved tagless 50/50 Gildan DryBlend or equivalent
- B. School Logo on Left Chest with white Rectangle below for writing name on shirt
 - Full color School logo left chest **(4" vertical x 4" horizontal)**
 - White rectangle below school logo **(1½" vertical x 4 ½" horizontal)**
- C. **Sample Must Accompany Bid**

Student PE Uniform Shorts

- A. 100% Polyester Drawstring Athletic Shorts Brand A4 or equivalent
- B. Silk screen logo and white rectangle for writing name on shorts.
 - School logo in white only on left Front **(3" vertical" x 3 ½" horizontal)**
- C. Machine wash and Dry
- D. **Sample Must Accompany Bid**

Student PE Uniform Sweatpants Specifications:

- A. Gildan 50/50 Heavy Blend in sport gray.
- B. School Logo on left pant leg in full color.
 - Full color School logo upper left pant leg **(4" vertical x 4" horizontal)**
- C. **Sample Must Accompany Bid**

Student Crew Neck Sweatshirt Specifications:

- A. Mens Crewneck Sweatshirt 50% Cotton/50% polyester blend (navy in color)
- B. District Logo in white only on Left Chest **(3 ½" vertical x 3 ½" horizontal)**
- C. **Sample Must Accompany Bid**

Staff T-Shirt Specifications:

- A. Short sleeve with Pocket
- B. Adult Sizes Color will vary
- C. District logo on left chest
 - Full color logo on White, Green, and Gray Shirts **(3 ½" vertical x 3 ½" horizontal)**
- D. Hanes Beefy-T 100% Cotton – Or Equivalent
- E. **Sample Must Accompany Bid**

District Logo

Below is the Cicero School District 99 Logo.
Please be advised that the Logo has been trademarked.



Unity School Logo for PE uniforms:



Note:

Please make sure samples are properly marked to indicate that they are from your company. We must be able to match samples with each vendor.

Student PE Uniform T-Shirt



Student PE Uniform Shorts



Student PE Uniform Sweatpants



Student Uniform Crewneck



Staff T-Shirt



CICERO SCHOOL DISTRICT 99

BID PROPOSAL

We hereby agree to furnish the heretofore named articles as shown at the prices stated within the delivery time allotted and that quantity and quality will be in conformance with the specifications.

The signing of this bid form is construed as acceptance of all provisions contained herein. Please note that the bid requires the vendor to guarantee the price of the polo shirts for three years (the life of the contract) and the District guarantees that it will purchase 500 polo shirts each year, and purchase in lots of 250 for each size for the short sleeve polo shirts and lots of 100 for the long sleeve polo shirts.

Authorized Rep.

Name: _____

Please print

Signature: _____ Date: _____

Title: _____ E-mail Address: _____

Name of Firm: _____

Address: _____

Phone Number: _____ FEIN/Social Security #: _____

Fax Number: _____ Website address: _____

Does the company have a current contract with the State of Illinois? Yes _____ No _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on each addendum). If all addendums are not acknowledged, the bid may be considered non-responsive.

<u>Addendum #</u>	<u>Dated</u>	<u>Addendum #</u>	<u>Dated</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CICERO SCHOOL DISTRICT 99
UNIFORM BID QUOTE FORM

Year 1

**T-Shirts and Shorts for PE uniforms, student uniform sweatshirt, and Pocket
T-Shirts for Custodial Staff**

Size	T-shirt w/ Pocket	T-Shirt no Pocket	PE Shorts	PE Sweatpants	Crewneck Sweatshirt
Small	\$	\$	\$	\$	\$
Medium	\$	\$	\$	\$	\$
Large	\$	\$	\$	\$	\$
Extra Large	\$	\$	\$	\$	\$
XX – Large	\$	\$	\$	\$	\$
3X Large Tall	\$	\$	\$	\$	\$
4X Large Tall	\$	\$	\$	\$	\$
5X Large Tall	\$	\$	\$	\$	\$
8X Large Tall	\$	\$	\$	\$	\$

Additional Costs	One Time or Recurring	Amount	Comments
Set up Charge			
Shirt Color Change			
Silk Screening			
Other			
Total			

Year 2

**T-Shirts and Shorts for PE uniforms, student uniform sweatshirt, and Pocket
T-Shirts for Custodial Staff**

Size	T-shirt w/ Pocket	T-Shirt no Pocket	PE Shorts	PE Sweatpants	Crewneck Sweatshirt
Small	\$	\$	\$	\$	\$
Medium	\$	\$	\$	\$	\$
Large	\$	\$	\$	\$	\$
Extra Large	\$	\$	\$	\$	\$
XX – Large	\$	\$	\$	\$	\$
3X Large Tall	\$	\$	\$	\$	\$
4X Large Tall	\$	\$	\$	\$	\$
5X Large Tall	\$	\$	\$	\$	\$
8X Large Tall	\$	\$	\$	\$	\$

Additional Costs	One Time or Recurring	Amount	Comments
Set up Charge			
Shirt Color Change			
Silk Screening			
Other			
Total			

Year 3

T-Shirts and Shorts for PE uniforms, student uniform sweatshirt, and Pocket T-Shirts for Custodial Staff

Size	T-shirt w/ Pocket	T-Shirt no Pocket	PE Shorts	PE Sweatpants	Crewneck Sweatshirt
Small	\$	\$	\$	\$	\$
Medium	\$	\$	\$	\$	\$
Large	\$	\$	\$	\$	\$
Extra Large	\$	\$	\$	\$	\$
XX – Large	\$	\$	\$	\$	\$
3X Large Tall	\$	\$	\$	\$	\$
4X Large Tall	\$	\$	\$	\$	\$
5X Large Tall	\$	\$	\$	\$	\$
8X Large Tall	\$	\$	\$	\$	\$

Additional Costs	One Time or Recurring	Amount	Comments
Set up Charge			
Shirt Color Change			
Silk Screening			
Other			
Total			

****Winning bidder will be required to execute a contract in the exact or substantially similar form as the sample below****

SAMPLE

**AGREEMENT FOR THE PROVISION OF
SCREEN PRINTED STUDENT AND STAFF UNIFORMS**

THIS AGREEMENT (“Agreement”) is entered into between _____ (“Contractor”) and The Board of Education of Cicero School District 99 (the “District”), with the following facts:

- A. The District required screen printed student and staff uniforms and therefore issued a Request for Sealed Bids for screen printed student and staff uniforms dated [DATE] (the “Bid Specifications”).
- B. The Contractor submitted a response to the Bid Specifications dated [DATE] (the “Bid”), to provide the requested screen printed student and staff uniforms sought by the Bid Specifications.
- C. The parties now desire to enter into this Agreement whereby Contractor agrees to supply all services necessary to fulfill the requirements set forth in the Bid Specifications and Contractor’s Bid and the District agrees to its obligations set forth herein.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement

Incorporation of Documents by Reference. The object of this Agreement is to formalize in one document the complete agreement between the parties, and to do so by specifically incorporating by reference into this Agreement, the Bid Specifications including all attachments and exhibits, addenda to the Bid Specifications (if any), and the Bid and other related documents. Hereinafter referred to collectively as “Contract Documents.”

2. Order of Precedence

As noted above, the Contract Documents include the following:

- (a) This Agreement
- (b) Exhibit A to this Agreement – the Bid Specifications including all attachments and exhibits and addenda (if any); and
- (c) Exhibit B to this Agreement – the Contractor’s Bid and other related documents.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from (a) to (c). Where there is no conflict between any of the terms and conditions contained in the

Contract Documents, each of the Contract Documents shall have independent significance and be binding upon both parties.

3. Term; Termination

The initial term of this Agreement shall commence on [DATE] and end on [DATE]. This Agreement shall not automatically renew.

In the event that the Contractor at any time fails to comply with, fully perform, and/or strictly adhere to any covenant contained herein to be performed by the Contractor, its agents, employees, or otherwise, the District shall give 48 hours' notice in writing to the Contractor of such failure. In the event the Contractor does not remedy such failure within three (3) business days from the receipt of such notice, except if such failure be impossible to remediate due to a force majeure, as outlined in Section 14 herein, this contract may be terminated at the option of the District. Such termination being effective immediately upon receipt of the Notice of Termination. Following termination, the Contractor shall remain liable for any cost to the District for these services for the remainder of the term of this Agreement. Failure of the District to exercise its right under this paragraph does not preclude any subsequent right to exercise at a later date.

Either party can terminate with or without cause at any time with thirty (30) days prior written notice.

4. Contractor Services

Contractor agrees to coordinate such services, as outlined in the Bid Specification attached hereto as Exhibit A, and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such services pursuant to this Agreement are sometimes referred to herein as the "Services."

5. Fees for Service; Payment

Contractor shall be paid the agreed sum based on fees outlined on Exhibit B. Contractor shall only be paid for Services provided. Contractor shall submit detailed invoices, and any other documentation requested by the District, related to the provision of the Services on a monthly basis. All payments shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

6. Compliance with Laws

Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules.

7. Contractor Personnel; Background Checks

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services.

Contractor further agrees to ensure that all employees, agents, contractors, and/or subcontractors comply with District 99 Board Policies and those requirements contained in this Agreement.

Contractor further acknowledges that any and all of its agents, employees, or representatives who will have direct, daily contact with District students will need to be fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigations, as detailed in the Illinois Code 105 ILCS 5/10-21.9, prior to commencing any work under this Agreement. Contractor will provide the necessary information needed to administer the required background checks to the District prior to commencing any work under the Agreement.

District shall, in its sole discretion, determine whether any agent, employee, or representative of Contractor is eligible to perform Services for the District. Only those agents, employees, or representatives of Contractor approved by District shall perform Services for the District. District may revoke approval of any agent, employee, or representative of Contractor at any time.

8. Contractor Insurance

The Contractor agrees that it shall at all times that the Contract remains in effect maintain insurance coverage in the types and amounts specified in the Bid Specifications.

9. Damage to Property

In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

If Contractor does not repair such damage within fourteen (14) days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within fourteen (14) days after the District provides a written invoice to the Contractor.

10. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall

indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

11. Assignment of Contractor’s Rights

No assignment and/or subcontracts shall be made without prior written approval from District.

12. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted providers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted providers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

13. Notices; Direct Communication Representative

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District:

Cicero School District 99
Attn: Assistant Superintendent of Business Affairs/CFO/CSBO
5110 W. 24th St., Cicero, IL 60804
708.863.4856
rtarullo@cicd99.com

To Contractor:

Name:
Address:
Phone:
Email:

Notice of change of address shall be given by written notice in the manner detailed in this Section 13.

The Assistant Superintendent of Business Affairs/CFO/CSBO may designate a person or persons on staff in the District to be responsible for direct communication between the District and the Contractor. In the event the Assistant Superintendent of Business

Affairs/CFO/CSBO does not designate such a person, all communication should be directed to the Assistant Superintendent of Business Affairs/CFO/CSBO.

14. Liquidated Damages

District may assess liquidated damages in the type and amounts listed in the Bid Specifications. District must bill Contractor for such liquidated damages within sixty (60) days of the incident. Contractor shall have thirty (30) days following receipt of the bill for liquidated damages to pay liquidated damages.

15. Non-Solicitation

District agrees during the term of this Agreement it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, service provider, or other person who has performed services for Contractor.

16. Force Majeure

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a force majeure the District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the District decides to pay for services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the Contractor otherwise would have provided to the District for the period covered by the Term of this Agreement but for the closure of school due to force majeure ("Relief Payment"), the Contractor shall reimburse the District the amounts paid by the District pursuant to this Agreement. The Contractor shall provide written notification to the District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the District within thirty (30) days.

If the District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the

District the amount of the reimbursement expected, but not received by the District. The District shall provide the Contractor written notification within seven (7) calendar days after the District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the District under the terms of the above paragraphs, the Contractor agrees to pay for all the District's reasonable attorneys' fees spent in successfully recouping the Contractor's promised reimbursement.

17. Entire Agreement; Amendment

This Agreement and any attachments, which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the provision of the Services. This Agreement may not be amended except through a written agreement approved and signed by each of the parties.

18. Effective Date

The Effective Date of the Agreement shall be the last date that this Agreement is executed either by District or Contractor.

19. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

20. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

21. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

22. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

23. Governing Law

Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this

Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Parties hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

DISTRICT:

DISTRICT:

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Signed: _____

Date: _____

Attached Exhibits:

Exhibit A – Bid Specifications dated [DATE]

Exhibit B – Contractor's Bid dated [DATE]

Exhibit A – Bid Specifications

[To be Attached]

Exhibit B – Contractor’s Bid

[To Be Attached]

SAMPLE