

**LA GRANGE SCHOOL DISTRICT 105
BID SPECIFICATIONS**

**MILK PROCUREMENT FOR THE
2025-2026, 2026-2027, & 2027-2028 SCHOOL YEAR**

Bid Opening Date: March 27, 2025, 9:00 a.m.
at the
La Grange School District 105 Administration Building
located at
701 S. 7th Ave.
La Grange, Illinois 60525

Prepared by:
La Grange School District 105
February 1, 2025

LA GRANGE SCHOOL DISTRICT 105
701 S. 7TH AVE.
LA GRANGE, ILLINOIS 60525
February 27, 2025

GENERAL CONDITIONS and INSTRUCTIONS TO BIDDERS

Owner: Board of Education of La Grange School District 105, 701 S. 7th Ave., La Grange, Illinois 60525 (hereinafter referred to as the “Board of Education”).

Office: Business Office, 701 S. 7th Ave., La Grange, Illinois 60525, and (708) 482-2700.

Issued: February 27, 2025

1. Bids must be received in the Business Office of La Grange School District 105 by **9:00 A.M., on March 27, 2025**, when they will be publicly opened, and the contents will be publicly announced. Contracts will be awarded to the lowest responsible bidder complying with the conditions of the contract documents and if it is in the best interest of the Board of Education of La Grange School District 105 to accept the bids. The Board of Education reserves the right to award part, or all work described in this document. All those submitting bids shall hereinafter be referred to as “Bidders.”
2. All Bidders shall comply with the contract documents at all times in bidding on all or any items as listed. Bidder’s documents may be submitted, but all blanks on the bid document **MUST** be appropriately filled in to merit consideration of the bid. This is required to assure that the price considered from each Bidder will be for identical items and conditions. Failure to complete the entire bid document could result in the bid being rejected.

Person(s) legally authorized to perform such function must sign proposals in longhand. Evidence may be required to substantiate the signature.

Bid documents shall be submitted in sealed envelopes clearly labeled as follows:

PROPOSAL FOR: MILK PROCUREMENT BID FOR THE 2025-2026, 20 THE SCHOOL YEAR

ADDRESSED TO: La Grange School District 105
701 S. 7th Ave.
La Grange, Illinois 60525
Attn: Mr. Steven J. Smidl

3. The price for the units specified in the **INVITATION TO BID** should be clearly shown for each separate item in the spaces provided on the **BID FORM**. The total price for the quantity requested should also be shown. If the group totals are requested in the **INVITATION TO BID**, bidders should show group totals in the spaces provided.

4. Unless otherwise specified in the **INVITATION TO BID**, your bid price must be a delivered price, F.O.B., La Grange. All transportation and handling charges are to be included in the delivered price.
5. All Bidders shall familiarize themselves with the details of the program. Each Bidder shall acquaint himself with the conditions, as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under his contract. Bidder shall also exercise his privileges of the foregoing will in no way relieve the Bidder from any obligation with respect to his bid.
6. It is understood that contracts and prices will be in effect for one year unless manufacturer's wholesale prices are increased. In which case, vendors shall notify Board of Education La Grange School District 105 of the increase, in writing, 30 days before the effective date. Bidders may also be required to furnish proof of this price increase.
7. Bids received after the time specified in the **INVITATION TO BID** will not be considered. The method of transmittal of the bid proposal is at seller's risk of untimely receipt by the Board of Education.
8. The Board of Education of La Grange School District 105 reserves the right to reject any and all bids or any part thereof and to waive any immaterial technicalities in bidding and to award the contract in the best interest of the district.
9. The quantities indicated are a reasonable estimate at this time. The Board of Education, La Grange School District 105, and reserves the right to revise any and all quantities at the time they issue purchase orders.
10. The Board of Education reserves the right to award all part of the bid on the basis on qualifications, cost and ability to performed. The bid of the lowest responsible Bidder complying in all respects with these conditions and all specifications is normally accepted. Board of Education decisions are final in all instances and not subject to recourse. All Bidders will be notified of the results of Board of Education action, with a summary of bids provided.
11. Bidders must be in full compliance with all provisions of the acts of the General Assembly of Illinois relating to employment, including equal employment opportunity requirements.
12. A Bidder may withdraw or change a bid if written notice of the withdrawal or change is received by the Board of Education before the latest time specified for submission of bids. Any change may be made only by substitution of another bid. The successful Bidder may not withdraw or cancel or modify Bidder's proposal after the bids have been opened.
13. All material and workmanship shall be subject to inspection and test by the Board of Education or its designee. The Board of Education reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet specifications contained herein or Bidder's warranties (express or implied). Rejected goods shall be removed at the expense of the

Bidder, including transportation both ways, promptly after notification of rejection. As to rejected goods, Bidder shall bear all costs of inspection and all risk of loss.

14. Payment by the Board of Education for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or a failure to meet the specification contained herein.
15. The Board of Education reserves its rights to reject any goods or services and to cancel all or any part of this sale if Bidder fails to deliver all or any part of the goods described in the **INVITATION TO BID** in accordance with the terms, conditions, and specifications contained herein. Acceptance of any part of the goods or services covered by the **INVITATION TO BID** shall not obligate the Board of Education to accept future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If Bidder ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature), or if any proceeding under bankruptcy or insolvency laws is brought by or against Bidder, or if a receiver for Bidder is appointed or applied for, or if an assignment for the benefit of creditors is made by Bidder, the Board of Education may cancel this order without liability except for deliveries or services previously made or for goods or services covered by the **INVITATION TO BID** then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.
16. The Board of Education's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit, or waive the Board of Education's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.
17. Bidder makes the following warranties to the Board of Education and users of the goods herein described: (a) It will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) Any and all goods supplied hereunder will be of merchantable quality; (c) Any and all goods supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent in material or workmanship, and will be in full conformity with the specification contained herein. Bidder agrees that the foregoing warranties shall survive acceptance of the goods, and that said warranties shall be in addition to any warranties for additional scope given to the Board of Education by Bidder.
18. Bidder agrees to indemnify and hold harmless the Board of Education, its successors, assigns, customers, and users of the goods herein described against any and all loss, damage, or injury arising out of a claim or suit for alleged infringement or relating to the goods herein described. Bidder agrees that it will assume the defense of any and all such suits and pay all costs, judgments and expenses incidental thereto.
19. Bidder also hereby agrees to indemnify, defend, and hold harmless the Board of Education, its advisory board, executive board, individual board members, officers, administrators, employees, agents, representatives, volunteers, and other parties designated by the Board of Education (hereinafter collectively referred to as the "Indemnitees") from and against any and

all claims, demands, causes of action, losses, liabilities, damages and penalties, including but not limited to, all reasonable attorney's fees, court costs, and expenses that the indemnitees may incur arising out of, or occurring in connection with, the negligent acts or omissions by the Bidder or any of its employees or subcontractors, and to the extent arising from any breach of this agreement by the Bidder. This indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or Bidder's subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

20. Delivery: Installation can start any time the need arises in accordance with specifications.
21. Bidder shall agree to comply with the provisions of the Occupational Safety and Health Act of 1970 and standards and regulations issued there under and shall certify that all items furnished under this bid will conform to and comply with said standards and regulations.
22. Bidder shall agree to comply with provisions of the Consumer Product Safety Act of 1972 and shall certify that items furnished under this bid conform to applicable standards.
23. Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes for the Federal, State, County and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.
24. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Director of Business Services/CSBO. No requests received within four (4) days of the bid due date will be considered. A copy of such addendum will be mailed to each person receiving a set of such Contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form. Oral explanations will not be binding.
25. The Board of Education is exempt from paying Illinois Use Tax (Ill. Rev. Stat., Ch. 120, Par 439.3) and sales to the Board of Education is exempt from Illinois Retailer's Occupation Tax (Ill.Rev.Stat., Ch. 120, Par 441).
26. The Board of Education is exempt from paying Federal Excise Taxes (I.R.S. Ch. 32, subchapter G, par 4221).
27. In computing transportation costs, bidders should not include any Federal Transportation Tax, because the Board of Education is exempt.
28. Bids will be considered only if made without any connection with any other person or firm submitting a bid, if in all respects fair and without collusion, and if no member of the Board of Education of this district nor other officer of this district nor any person in the employment of

the district is directly or indirectly interested in the bid or in any portion of the profits thereof.

29. Bid Deposit - None required. Bidder acknowledges his failure to perform within the intent of the bid solicitation may disqualify him from bidding to the Board of Education of La Grange School District 105.
30. Please return three (3) copies of Exhibit “B” in a sealed envelope as your bid.
31. Exhibits “A and B” are incorporated into these General Conditions and Instructions to Bidders, which together shall form one enforceable contractual agreement (Hereinafter referred to as the “Contract”).
32. Bidder shall procure, at no expense to the Board of Education, the insurance coverages set forth below:

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE Combined Single Limit Per Occurrence/Aggregate
Commercial General Liability including:	\$1,000,000/\$2,000,000
1. Premises – Operations	
2. Explosion, Underground, and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
Automobile Liability	
1. Owned, Non-owned, or rented	\$1,000,000/\$2,000,000
Worker’s Compensation and Occupational Diseases	As Required by Applicable Laws
Employer’s Liability	\$1,000,000
Umbrella Coverage	\$2,000,000

The Bidder shall furnish the Board of Education with Certificates of Insurance, with the Board of Education named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Board of Education. Further the Certificate of Insurance shall state that coverage provided is primary and noncontributory to any other coverage available to the Board of Education. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to the Board.

33. Bidder shall not assign any rights under or interest in this agreement without the prior written consent of the Board of Education. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
34. This Contract is to be governed by the laws of the State of Illinois, without regard to conflict of law principles. Any action with respect to this Contract shall be brought in the State of Illinois. Venue, with respect to any action concerning this Contract, shall be in Cook County, Illinois.
35. This Contract supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Contract shall be valid unless the same are writing and signed by the parties. No terms or conditions in any purchase order or other document shall supersede the terms of this Contract.
36. The provisions of this Contract are severable, and if any of its provisions is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Contract shall survive the termination of any arrangements contained herein.

LA GRANGE SCHOOL DISTRICT 105
701 S. 7TH AVE.
LA GRANGE, ILLINOIS 60525

EXHIBIT A

SPECIFICATIONS – MILK PROCUREMENT

School Hours

Elementary: 8:30am – 3:00pm

Middle: 8:15am – 3:15pm

DISTRICT SITE LOCATIONS:

District Office/Seventh Ave.
Elementary School
701 S. 7th Ave.
La Grange, Illinois 60525

William F. Gurrie Middle/
Spring Ave Elementary Schools
1001 S. Spring Ave.
La Grange, Illinois 60525

Ideal Elementary School
9901 W. 58th St.
Countryside, Illinois 60525

Hodgkins Elementary School
6516 S. Kane Ave
Hodgkins, IL 60525

SCOPE OF WORK AND TERM

1. This information is provided to assist Vendors in evaluating the Board's bid and submitting a bid and does not supplant the terms and conditions of the bid, including attachments to the bid, nor substitute for a careful review of the bid. This bid contemplates and is intended to procure milk for La Grange School District 105.
2. Milk shall be pure, pasteurized, and homogenized. The bacteria count must not exceed 20,000 per cc of milk. The coliform must not exceed 10 per cc. All milk shall be pasteurized and comply with the ordinances of the Villages within the District and the rules and regulations of the County's Health Departments. All milk products must be produced and processed under adequate sanitary conditions and in strict accordance with Town, State, and National pure food laws and health regulations.
3. Milk shall be from tuberculin-tested cows and from State and federal-accredited herds. Milk shall be delivered in sealed carton containers meeting all the regulations of the Health Department.
4. The vendor(s) will not knowingly furnish milk or milk products containing synthetic BST (Bovine Somatotropin) also known as Rbgh (recombinant DNA-derived bovine somatotropin analogue). The bidder shall provide the District with a written statement acknowledging this policy with bid documents.
5. All products delivered must be in District accordance with the specifications in the proposal. Inferior products or articles will not be accepted. All products shall be delivered subject to inspection, acceptance, or rejection by the Office of Business Services. The vendor has the right to replace the products or articles with others meeting the specifications set forth herein.

- 6. Prices quoted by bidders shall include such costs as milk, carton containers, delivery, putting the milk in designated coolers, and pick up the empty milk crates. No separate charges will be allowed. The district is exempt from Federal tax and Illinois Retailers' Occupation tax. Please indicate in your bid that "Prices do not include Federal tax or IROT. The contract terms will be starting July 1, 2025, to June 30, 2026, with years 2 and 3 of the contract increases of 3% or the rate of CPI, whichever is less.
- 7. Estimated Quantities

Product	Estimated Quantities for 2025-2026
1% White Milk	13,000
Non-Fat /1% Chocolate Milk	62,000
Non-Fat /1% Strawberry Milk*	5,000
Lactose*	500

*- These are just available options to provide students as alternatives or dietary restrictions.

- 8. Orders will be placed two (2) days prior to delivery. When appropriate, more lead time will be given.
- 9. During the school year, deliveries shall be made 1-2 times a week and delivered to the addresses above. Any variation must be coordinated with the Office of Business Services.
- 10. Reference the 2025-2026 School Calendar for student attendance days. The District reserves the right to amend/change the student attendance days with no additional charges assessed by the District for adding or deleting days of student attendance.
- 11. The Vendor is responsible for contacting the Office of Business Services prior to the estimated date(s) scheduled for the school year. Contact must be made with:

Pam Pondel, HR and Business Services
 ppondel@d105.net
 La Grange School District 105
 701 S Seventh Ave
 La Grange, IL 60417
 708-482-2700

Contact is defined as speaking directly with Pam Pondel by telephone, via email with a response from Pamela Pondel, or in person. Leaving a voice message and not receiving a response from Pam Pondel or sending an email and not receiving a response from Pam Pondel does not constitute/fulfill contact nor meet the definition of contact.

In essence, it is the sole responsibility of the Vendor to contact the Office of Business Services prior to the date(s) of the delivery schedule and if there are any adjustments that will affect service.

- 12. The Vendor shall perform all the services described in Exhibit B and make any arrangements that may not be described, but that are necessary to perform these services. The Vendor will

provide all services throughout the term of the Contract. In addition, the Vendor will require all employees to follow all applicable Board policies and administrative procedures concerning the appropriate behavior of persons in and around schools and other School District facilities.

13. The Vendor will be responsible for reporting and paying for any damages to any of the School District's facilities, furnishings, equipment, and/or contents caused by the Vendor's employees. The Vendor will report, in writing, any damage that occurs.

The Vendor is responsible for the conduct of its personnel. The Vendor will cooperate fully with the School District and with any law enforcement authority in the investigation of any unlawful activity suspected of the Vendor's employees while working for the School District.

If personnel employed by the Vendor are found to have committed theft or other unlawful activities at any of the School District facilities, the Vendor will be responsible to the School District for restitution which will include, but not be limited to, all actual losses, damages, cost of investigation and costs of prosecution.

LA GRANGE SCHOOL DISTRICT 105
701 S. 7TH AVE.
LA GRANGE, ILLINOIS 60525

Exhibit B

BID FORM INSTRUCTIONS

The Bidders shall submit the following items with their Bid. Failure to do so may cause rejection of the Bid.

The following items must be included with the bid form as well as any other information the Bidder wishes to submit which he feels will illustrate his ability to perform successfully on these projects:

1. References: No less than four (4) projects of similar scope and size within the last three (3) years.
2. Provide information: on types of equipment and quantities required for these projects.
3. Provide information: a copy of your current insurance certificate.
4. Submit certifications: by the Bidder that they are (attached following the bid form):
 - a. not barred from bidding on this contract as a result of a violation of either bidding rigging or bid-rotating provision of Article 33E, Chapter 38 of Public Act 85-1295 (IL Revised Statutes) of the Criminal Code of 1961, as amended,
 - b. the Bidder is in compliance with the Equal Employment Opportunity Clause and Illinois Fair Employment Act as started in the Instruction to Bidders,
 - c. the Bidder is compliant with The Illinois Human Rights ACT (HRA) Illinois Revised Statutes, Ch. 68, Par. 1-101 et. Seq. and has a written sexual harassment policy in place and is in compliance with P.A. 87-1257, and
 - d. Individual Drug Free Workplace Act 30 ILCS 580/1 et. Seq. Including “that the individual directly responsible for the performance for the performance of the contract certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract”,
 - e. The Contractors Drug Free Workplace Act 30 ILCS 580/1 et. Seq. Including “that the contractors as a corporation, partnerships, or other entities with twenty-five or more employees will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract”,
 - f. The Bidder agrees he has read, understands, and agrees that acceptance by the School District of the Bidder’s offer by issuance of a Purchase Order or Contract (specifications and bidding conditions contained therein) will create a binding contract.

BID FORM

PROJECT: 2025-2026 MILK PROCUREMENT

DATE ISSUED: February 27, 2025

SEND TO:

3 Copies of Bid to:
La Grange School District 105
701 S. 7th Ave.
La Grange, Illinois 60525
Mr. Steven J. Smidl
Director of Business Services/CSBO

FROM: Bidder's Name: _____
Address: _____
Telephone #: _____
Fax #: _____

DUE DATE: On or before March 27, 2025 by 9:00 AM

The undersigned, having visited the site of the work, attended all pre-bid meetings and having familiarized himself with local conditions, all applicable federal, state and local laws and regulations, standards and ordinances affecting the cost of his work and with all requirements of the proposed specifications as prepared and the Contract documents, and any duly issued Addenda to said Contract documents, as acknowledged herein, hereby proposes and agrees to furnish all things as required by said Contract documents and Addenda thereto for the total, not-to exceed price stated below.

ALL DATA MUST BE PROVIDED ON THE FORMS PROVIDED AND IN THE REQUESTED TERMS TO BE GIVEN CONSIDERATION WHEN BIDS ARE AWARDED.

BID SCHEDULE

BASE BID

The District is exempt from paying Illinois Use Tax and sales to the Board and are exempt from Illinois Retailer's Occupation Tax.

The District is exempt from paying Federal Excise Taxes.

La Grange School District 105 is tobacco-free in all buildings and on its grounds. No employees of the successful bidder or any subcontractors may violate this provision.

All pricing shall be on an F.O.B. destination basis with the cost of packing, transportation, and delivery included in the price. Shipments shall become the property of the consignee after delivery and acceptance.

Delivery tickets must accompany each shipment, if applicable. The purchase order number and vendor name must appear on each delivery ticket and invoice.

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.

One (1) Delivery Ticket/Packing slip must accompany each shipment for each school building.

Refrigeration coolers will be provided by the bidder for our elementary buildings with respective size to utilization of usage.

The purchase order number and vendor name must appear on each delivery ticket/packing slip, on Fridays of each week the vendor must email the Office of Business Services an invoice with all the school's ticket/packing slip totals.

All deliveries will be unloaded off the back of the delivery truck by the vendor, no dock is available.

Truck driver is responsible for bringing all products into each school/facility and placing it in the appropriate cooler/refrigeration device that has been supplied by bidder or the District.

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.

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.

ADDENDUM RECEIPT

Receipt of the following Addendum to the Bidding Requirements and Contract documents are acknowledged:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

BID GUARANTEE

The undersigned agrees that the Board of Education shall have the right to retain this bid for a period of ninety (90) days from the date of receiving this bid and guarantees the amounts set forth herein to be firm for the same ninety (90) day period.

BID ACCEPTANCE

If written Notice of Award of Contract delivered to the undersigned, the undersigned agrees that he will execute the Contract per the Bid Documents.

It is understood and agreed that the Board of Education reserves the right to award the Contract based solely on the Board of Education’s best interests, to reject any or all bids, to waive any informalities and irregularities in bidding procedures, and to hold all bids for the guarantee period.

Signed and sealed this _____ day of _____, 20__

Business Name

Business Address

Area Code Telephone Number

Printed Name Signature Date

(SEAL)

ATTEST (if a Corporation)

Title

BIDDING REQUIREMENTS

Section A5 – Sexual Harassment Certification

Public Act 87-1257 (Illinois Revised Statutes, 1987, ch.68, Par. 1-101 et. seq.) required that all Public Contracts have adopted written sexual harassment policies.

The following certification must be signed and submitted with Bidder’s bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid on a contract for
(Name of contractor)

_____ Work at _____ hereby certifies that said contractor is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act as stated under Compliance with Legislation in Instructions to Bidders and is not barred from bidding on the aforementioned contract as a result of a violation of Chapter 68 of the Illinois Revised Statutes., Par. I-101 Illinois Revised Statutes.

Firm Name: _____

By: _____
Authorized Agent of Contractor

Title

Subscribed and sworn to
Before me this _____ day
Of _____, 20 ____

Notary Public

BIDDING REQUIREMENTS
Certificate of Compliance with Illinois
Contractors Drug-Free Workplace Act

Pursuant to 30 ILCS 580/1 et. seq. (the “Drug Free Workplace Act”) the undersigned Contractor hereby certified to the Board of Education La Grange School District 105 that it will provide a drug-free workplace by:

- A. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor’s workplace.
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3. Notifying the employee that, as a condition of employment on such contract, the employee will;
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The contractor’s policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- C. Making it a requirement to give a copy of the statement required by subsection “A” to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- D. Notifying the contracting or granting agency within ten (10) days after receiving notice under part “b.” of paragraph “3” of subsection “A” from an employee or otherwise receiving actual notice of such conviction.

- E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- F. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.
- H. Failure to abide by the Contractor's Drug Free Workplace Certification shall subject the contractor to the penalties set forth in sections 6.7 and 8 of the Drug Free Workplace Act.

NOTICE: This Contractor's Drug Free Workplace Certification is to be completed by any corporations, partnerships or other entities with twenty-five or more employees at the time of the contract, or a department, division, or unit thereof, directly responsible for the performance of a contract of \$5,000 or more the School District.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

(Title)

Subscribed and sworn to before me

This ____ day of _____, 20____

Notary Public

BIDDING REQUIREMENTS

Certificate of Compliance with Illinois Human Rights Act

All successful Bidder must comply with the provisions of the Illinois Human Rights Act (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 included 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 Bidder's internal compliant process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of 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

BIDDING REQUIREMENTS

Bidder Eligibility Certification

Public Act 85-1295 (Illinois Revised Statutes, 1987, Chapter 38, Article 33E) requires that all the contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

Following certification must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

_____, as part of its bid on a contract
(Name of Contractor)

for the _____ Work at _____ La Grange School District 105 hereby certifies that the said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article of chapter 38 of the Illinois Revised Statues.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 2025 _____

Notary Public