



REQUEST FOR BID

Annual Program Bussing Service

February 10th, 2023

The City of Lake Forest
Parks & Recreation Department
400 Hastings Road
Lake Forest, IL 60045
(847) 234-6700



INVITATION TO BID

Sealed bids will be received for the City Council of The City of Lake Forest in the office of The Lake Forest Recreation Department, 400 Hastings Road, Lake Forest, Illinois, 60045, **until February 24th, 2023, 1:00 p.m.** for:

One (1) Year City of Lake Forest Program Bus Service Contract as described in the Bid Document. The bus service is for multiple summer camp programs, day trips and other general programming needs sponsored by; The Lake Forest Parks & Recreation Department, 400 Hastings Road, Lake Forest, IL.

NOTE: *The bid opening will occur on February 24th, 2023, at 1:00 p.m. in the Lake Forest Recreation Department Conference Room at 400 Hastings Road, Lake Forest, Illinois. All proposals will be publicly read at this time and location.*

The City of Lake Forest reserves the right to reject any or all proposals, or to accept the proposal, or any item of any proposal, deemed by the City Council to be the most favorable to the interests of the municipality. Each proposal shall be **sealed and plainly marked with "City of Lake Forest Program Bus Service"**.

Bid documents and specifications are available for pickup at The Lake Forest Recreation Department Main Office, 400 Hastings Road, Lake Forest, IL. Documents are also available for download on the City's website.

www.cityoflakeforest.com/doing_business/bid_opportunities.php.

For Publication: February 13th, 2023

City of Lake Forest Program Bus Service Bid 2023

BIDDING REQUIREMENTS AND INSTRUCTIONS

The following requirements and instructions relate to the proper form and method for submitting the Bid Proposal, the accompanying surety, the provisions for the letting of Contract and to such matters.

Agreement Terms

The City of Lake Forest intends to award a one (1) year contract to the winning bidder. The contract terms will be set on the first day of fiscal year 2024, May 1st of 2023, through the end of our fiscal year 2025, April 30th of 2024. If at any time during the contract, The City of Lake Forest is not satisfied with the quality of services provided the contract can be terminated and re-bid. The City of Lake Forest reserves the right to amend the number of busses and number of trips necessary from year to year based on enrollment.

Preparation of the Proposal

Each bidder shall submit his proposal on the special form which is supplied by The City of Lake Forest Parks & Recreation Department and attached to these specifications. The proposal must be received by the date and hour set aside for their opening. All proposals must be signed, in ink, by the proper officer of the firm bidding. All bidders must supply three references from organizations that have used their service within the prior three years. References must contain the name of the organization; name and title of the contact person, organization address and phone number, dates organizations used service and approximate contract amount.

Rejection of Proposals

It is the intention to award the contract to the lowest responsible bidder best meeting the requirements of The City of Lake Forest Parks & Recreation Department. The City of Lake Forest Parks & Recreation Department hereby serves the right to reject any or all proposals or to accept any proposal that in its judgment will be in the best interest of the public.

Exemption from Taxes

Contractors and vendors supplying equipment and materials to The City of Lake Forest Parks & Recreation Department shall not charge the Federal Excise Tax or State of Illinois Retailers Occupational Tax, since The City of Lake Forest Parks & Recreation Department is exempt from these taxes.

Holding of Bids

The City of Lake Forest Parks & Recreation Department reserves the right to hold all bids for a period of thirty (30) days after the date of receiving said bids named in the advertisement, and the bidder shall not withdraw his bid during said thirty-day period.

Acceptance of Proposals

The City of Lake Forest Parks & Recreation Department hereby reserves the right to accept portions of proposals based on low bid for the various items on the proposal form.

Special Conditions: Summer Camps

1. All buses provided must be a 72-passenger capacity bus.
2. It is the responsibility of the Bus Service Provider to create and update all camp bus routes for both camp sessions, when applicable.
3. Participant addresses for camp bus stops will be provided to the selected Bus Service Provider by the end of the day May 29th, 2023. From then until the end of the first week of camp, any additions or changes will be done by phone call or email, and changes will be expected daily or weekly. The information included on the routes will be campers name, address, grade, camp name and days of the week attended. The number of busses necessary may change with camp enrollment.
4. The midday swim shuttle schedule is listed in this packet (page 6). The number of busses need for a camp or times of service may change based on enrollment.
5. Field Trip times listed in this packet are approximate. The selected Bus Service Provider will receive from the Recreation Department a "Field Trip Destination List" by the 1st Monday in June with a detailed listing of destinations and confirmed times. Trip destinations and number of busses may change with enrollment.
6. Payment of tolls is the responsibility of the bidder and all prices quoted herein must be inclusive to this potential cost. The Recreation Department will be responsible for all parking fees associated with excursions.
7. The City of Lake Forest and its Recreation Department will not be responsible for any fluctuation in fuel prices after bid is submitted and for the duration of this contract.
8. Bus Service Provider must provide busses to the Recreation Department that are equipped in accordance with and meets applicable minimum Federal and State safety standards (whichever is most strict).
9. Busses must be equipped with a working cellular phone or two-way radio and numbers must be supplied to The City of Lake Forest Parks & Recreation Department if requested.

Insurance Provisions

As an outside contractor of transportation services, the Bidder awarded the contract will be required to provide to The City of Lake Forest Parks & Recreation Department with proof of insurance by May 1, 2023. The certificate of insurance will include the following information:

- Insurance coverage dates.
- Contractor particulars (address, phone, contact, signature).
- Description of services to be provided.
- Limits of coverage to meet our requirements as provided in the enclosed attachment XII A titled "Insurance, Liability, Indemnity and Certification".

The Bidder awarded the contract will also be required by the 1st Monday in June, of the current year, to provide The City of Lake Forest Parks & Recreation Department with written proof that each driver providing services under the contract has a valid, unencumbered Commercial Driver's License. The Bus Service Provider shall also be required to warrant that it shall use only drivers, who are competent, properly licensed and fit for the provision of transportation service for the children and shall immediately remove from service any driver who ceases to be so qualified.

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DAY CAMP ROUTE BUSSING DESCRIPTION

The winning bidder will provide morning and afternoon bus transportation for all McCormick and All Stars & Beyond Day Camp participants who reside within The Lake Forest City limits, and for non-residents who board on stops within The City of Lake Forest limits. The winning bidder will be responsible for developing and configuring the bus routes for the camps as well as adding any children to bus stops who sign up late. The City will provide one counselor from each camp on each route bus for additional supervision. All camp routes will begin and finish behind Deerpath Middle School (155 W. Deerpath Rd.). The drivers will pick up their counselor behind Deerpath Middle School prior to the morning route and then return their counselor to the same location at the completion of the afternoon route. After routes complete and drop off All Stars & Beyond campers to DPM, busses will take the remaining McCormick campers to their McCormick camp site.

All Stars & Beyond and McCormick Day Camps are scheduled for seven weeks. The All Stars & Beyond Camp will also feature a 1-week extended option for campers. The two camps may require up to 6 total combined routes throughout Lake Forest. The Lake Forest Recreation Department reserves the right to adjust the number of route busses due to camp enrollment. The winning bidder will be transporting campers from kindergarten age through sixth grade. Campers will come Monday through Friday, some in combinations of M-W-F, T-TH-F or T-W-TH. Campers will go to one of two camps offered. The routes are set up so that they stop at both camp sites in the morning.

The routes will begin at approximately 8:00 a.m. with the children arriving at their camps no earlier than 8:50 a.m. and no later than 9:00 a.m. The afternoon routes will all depart from Deerpath Middle School at 3:00 p.m. for both camps to commence for the routes home.

City of Lake Forest Program Bus Service Bid 2023

DAY CAMP SWIM SHUTTLE DESCRIPTION

The winning bidder will provide mid-day swim shuttles for All Stars & Beyond Day Camp, McCormick Day camp and Twigs Camp. The listed times and number of requested busses below are subject to change but, a concrete schedule with the requested number of busses needed for each camp will be set by June 5th, 2023. The schedule below offers a rough framework.

Monday

12:30 p.m. **2 busses** load All Stars & Beyond at DPM to go to LFHS pool.
1:00 p.m. **2 busses** load McCormick Camp to go to LFHS pool.
2:00 p.m. **2 busses** load All Stars & Beyond at LFHS to return to DPM.
2:30 p.m. **2 busses** load McCormick at LFHS to return to DPM.

Tuesday

12:00 noon **1 bus** loads at Twigs (Senior Center, Dickinson Hall lot) to go to LF beach.
12:30 p.m. **2 busses** load All Stars & Beyond at DPM to go to LFHS pool.
1:00 p.m. **2 busses** load McCormick Camp to go to LFHS pool.
2:00 p.m. **2 busses** load All Stars & Beyond at LFHS to return to DPM.
2:00 p.m. **1 bus** loads at LF Beach to go to Twigs (Senior Center, Dickinson Hall lot).
2:30 p.m. **2 busses** load McCormick at LFHS to return to DPM.

Wednesday

No All Stars & Beyond Swim Shuttles – Field Trip Day
1:00 p.m. **2 busses** load McCormick Camp to go to LF beach.
2:30 p.m. **2 busses** load McCormick at LF beach to return to DPM.

Thursday

12:00 noon **1 bus** loads at Twigs (Senior Center, Dickinson Hall lot) to go to LF beach.
12:30 p.m. **2 busses** load All Stars & Beyond at DPM to go to LF beach.
1:00 p.m. **2 busses** load McCormick Camp to go to LF beach.
2:00 p.m. **2 busses** load All Stars & Beyond at LF beach to return to DPM.
2:00 p.m. **1 bus** loads at LF Beach to go to Twigs (Senior Center, Dickinson Hall lot).
2:30 p.m. **2 busses** load McCormick at LF beach to return to DPM.

Friday

No McCormick Swim Shuttles – Field Trip Day
12:30 p.m. **2 busses** load All Stars & Beyond to go to LF beach.
2:30 p.m. **2 busses** load All Stars & Beyond at LF beach to return to DPM.

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DAY CAMP FIELD TRIP BUSSING DESCRIPTION

The winning bidder will provide transportation for weekly camp field trips for, All Stars & Beyond Day Camp, McCormick Day Camp and Twigs Camp.

All Stars & Beyond and McCormick Day camp take weekly field trips during each camp session for a total of 7 trips each during the camp season. All Stars & Beyond Day Camp has field trips on Wednesday's and McCormick Day Camp has their field trip day on Friday's. Field trip departure from each camp site will be between 9:15 a.m. & 9:30 a.m. dependent upon location. The number of busses needed for field trips will be named as registration dictates. There are no trips on August 2nd.

The Twigs Camp will have 2 or 3 field trips throughout the summer session. Twigs will need 1 bus, departing from Stirling Hall at 10:00 a.m. and will depart from their trip location at 2:00 p.m. Locations and dates will be determined later.

Field Trip Destinations may include (but, not limited to).

Green Meadows Farm
33603 High Dr.
East Troy, WI 53120

America's Action Territory
12345 75th St.
Kenosha, WI 53142

Barefoot Bay Aquatic Center
1401 N. Midlothian Rd.
Mundelein, IL 60060

Family Aquatic Center
333 W. Dundee Rd.
Wheeling, IL 60090

Mystic Waters Aquatic Center
2025 Miner St.
Des Plaines, IL 60016

Highland Park Aquapark
1220 Fredrickson Pl.
Highland Park, IL 60035

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CAMP SITES / CITY LOCATIONS & ADDRESSES

Below lists the locations of various City of Lake Forest sites in relation to camp sites, destinations and/or local swim shuttle destinations.

Deerpath Middle School
155 W. Deerpath Rd.
Lake Forest, IL 60045

McCormick Nature Preserve
No Physical Address
Entrance located off Sheridan Rd., north of Old Elm / south of McCormick Dr.

Lake Forest High School
1285 N. McKinley Rd.
Lake Forest, IL 60045

Forest Park Beach
801 N. Lake Rd.
Lake Forest, IL 60045

Northcroft Park
1365 S. Ridge Rd.
Lake Forest, IL 60045

Stirling Hall
60 E. Old Mill Rd.
Lake Forest, IL 60045

Lake Forest Recreation Department
400 Hastings Rd.
Lake Forest, IL 60045

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ANNUAL RECREATIONAL PROGRAM BUSSING DESCRIPTION

The winning bidder will also provide bus service to The Lake Forest Recreation Department for miscellaneous scheduled trips throughout the calendar year as necessary in relation to other Recreation Department special events and/or program needs. These program areas may include but not limited to, Dance, Athletics, Special Events and Forest Park Beach related activities.

Dance Section

Annually, in December, Lake Forest Dance Academy sponsors and conducts a Holiday Tour to feature their performers to 4 local retirement homes. One 72 passenger bus is needed for approximately 6 hours, departing from, and returning to, the Recreation Department in Lake Forest. Locations may include (but, are not limited to); Green Oaks Senior Living (Libertyville, IL), Sheridan at Green Oaks (Lake Bluff, IL), The Moore House (Lake Forest, IL) and Brookdale Hawthorne Lakes (Vernon Hills, IL).

Athletics Section

Annually, October through February, the Athletics Section conducts a High School Squash program, featuring league matches against other schools. One 72 passenger bus is needed for approximately 6-8 hours each day of service. Days and times will be distributed once the schedules are finalized each year. Locations may include Beacon Academy (Evanston, IL) and University of Chicago Laboratory School (Chicago, IL).

Special Events Section

Annually, in October, The Lake Forest Recreation Department conducts a Haunted Trail Event at Northcroft Park. For approximately 2 hours, one 72 passenger bus is needed to conduct shuttle service to Northcroft Park from Stirling Hall.

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COST SUMMARY SHEET – DAY CAMP ROUTES / SWIM SHUTTLES & FIELD TRIPS

Attention bidders: please fill in this sheet with totals for **2023-2024** and submit with your bid. Actual number of busses may change due to enrollment and scheduling. Refer to page 6 for Swim Shuttle details. Field trips are approximately **5 hours** of needed service. **For route bussing, please provide a total cost only.** All other services should be listed at a per hour rate.

Service Type	Charges
I. Route Bussing: June 19 – August 4 (4 - 6 busses) (32 days) (No camp 7/4, 8/2)	\$ _____ Total
II. Route Bussing: August 7 – August 11 (2 - 6 busses) (5 days)	\$ _____ Total
III. Swim Shuttles: June 19 – August 4 (Up to 3 busses) (32 days) (No camp 7/4, 8/2)	\$ _____ Hourly Rate
IV. Swim Shuttles: August 7 – August 11 (1 - 2 busses) (4 days) (No camp 8/9)	\$ _____ Hourly Rate
V. Field Trip Busses: June 19 – August 11 <i>All Stars & Beyond Day Camp</i> (7 weeks + 1 wk. extension, no camp 7/4, 8/2) (2 busses per trip) (Wednesdays: 6/21, 6/28, 7/5, 7/12, 7/19, 7/26, 8/9)	
7 trips x 2 busses/trip	\$ _____ Hourly Rate
VI. Field Trip Busses: June 19 – August 4 <i>McCormick Day Camp</i> (7 weeks, no camp 7/4, 8/2) (2 busses per trip) (Fridays 6/23, 6/30, 7/7, 7/14, 7/21, 7/28, 8/4)	
7 trips x 2 busses/trip	\$ _____ Hourly Rate
VII. Field Trip Busses: June 19 – August 4 <i>Twigs Camp</i> (7 weeks, no camp 7/4, 8/2) (1 bus per trip) (Days & Dates TBD)	
3 trips x 1 busses/trip	\$ _____ Hourly Rate
Day Camp Services TOTAL (ITEMS I - VII)	\$ _____

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COST SUMMARY SHEET – ANNUAL RECREATIONAL PROGRAMS

Attention bidders: please fill in this sheet with totals for **2023 - 2024** and submit with your bid. Actual number of busses and locations may change due to enrollment and scheduling. Refer to page 9 for more information.

<u>Service Type</u>	<u>Charges</u>
I. Dance Holiday Tour Shuttle: (December, Day TBD) (1 bus) (6 hours)	\$ _____ Hourly Rate
II. Squash Team Trips: (October - February) (Dates TBD) (1 bus) (6 hours)	\$ _____ Hourly Rate
III. Haunted Trail Shuttle: (October, Day TBD) (1 bus) (2 hours)	\$ _____ Hourly Rate
Recreation Program TOTAL (ITEMS I - III)	\$ _____

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REFERENCE QUALIFICATIONS

The following statements as to experience of the Bidder are submitted with the proposal, as a part thereof, and the Bidder warrants that all these statements are true and correct.

BIDDER'S INFORMATION

- A. Bidder's organization has been in business under its present business name for _____ years, from _____ to _____.

- B. Services similar in character to that required in the proposed Contract which Bidder's organization has provided in the past three years. Three references are required.

<i>Reference Information</i>			
	#1	#2	#3
Organization			
Contact Name			
Address			
City			
Phone Number	()	()	()
Dates of Service			
Approximate Contract Amount	\$	\$	\$

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AUTHORIZATION OF BID

We propose to furnish, in accordance with your specifications, those items indicated. We understand that bids may be accepted all, or only in part.

SUBMITTED BY

Firm: _____

By: _____
(Printed Name) (Authorized Signature)

Title: _____

Address: _____ City _____ Zip _____

Phone: (____) _____ (____) _____

Date: _____ Tax ID No. _____

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INSURANCE, LIABILITY, INDEMNITY and CERTIFICATION

Contractor shall be required to procure and maintain for the duration of any contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work there under by the Contractor, its agents, representatives, employees, or Subcontractors.

- I. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - a. Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with The City named as additional insured; and
 - b. Owners and Contractors Protective Liability (OCP) policy (if required) with The City as insured; and
 - c. Insurance Service Office Business Auto Liability coverage form number CA 0001 (Ed. 10/90 or newer), Symbol 01 "Any Auto."
 - d. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

- II. Minimum Limits of Insurance
 - a. See Attachment H, insurance requirements taken from the newly adopted City of Lake Forest Purchasing Directives.

- III. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by The City. At the option of The City, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The City, its officials, agents, employees, and volunteers; or (ii) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

- IV. Other Insurance Provisions. The policies are to contain, or shall be endorsed to contain, the following provisions:
 - a. General Liability and Automobile Liability Coverages
 - i. The City, its officials, agents, employees, and volunteers are covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. This coverage shall contain no special limitations on the scope of protection afforded to The City, its officials, agents, employees, and volunteers.

- ii. The Contractor's insurance coverage is primary as respects The City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by The City, its officials, agents, employees, and volunteers shall be more than Contractor's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to The City, its officials, agents, employees, and volunteers.
 - iv. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against The City, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).
 - i. [* Special Note: If the City borrows or is in the day-to-day control of a Contractor's employee, the actual employer or Contractor is required to name The City as an Alternative Employer under their Workers' Compensation and Employer's Liability coverage. This will ensure that the Workers' Compensation coverage applies under the Contractor's coverage, rather than The City's.]
- c. Professional Liability
 - i. See Attachment H, insurance requirements taken from the newly adopted City of Lake Forest Purchasing Directives.
 - ii. Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing professional services, including but not limited to preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications; and providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.
 - 1. [Note: Since Professional Liability Coverage documents are not standardized, it may be advisable to obtain a copy of the manuscript coverage document for review to determine the scope of coverage being provided.]

- d. All Coverages. Each insurance policy required by this Section 3.6 shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to The City.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- f. Verification of Coverage. Contractor shall be required to furnish The City with certificates of insurance naming The City, its officials, agents, employees and volunteers as additional insurers, and with original endorsements affecting coverage required by this Section 3.6. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by The City and must be received and approved by The City before any work commences. The City shall reserve the right to request full-certified copies of the insurance policies and endorsements.
- g. Subcontractors. Contractor shall include all Subcontractors as insurers under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.
- h. Assumption of Liability: The Contractor shall assume liability for all injury to or death of any person or persons including employees of the Contractor, any Subcontractor, any supplier, or any other person and shall also assume liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to its contract with The City.
- i. Indemnity/Hold Harmless. To the fullest extent permitted by law, the Contractor shall be required to defend, indemnify and hold harmless The City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against The City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of the work by the Contractor, its employees, or Subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of The City, its agents or employees. The Contractor shall also be required, at its own expense, to appear, defend and pay all charges of attorneys and all costs and other expenses arising there for or incurred in connection therewith, and, if any judgment shall be rendered against The City, its officials, agents and employees, in any such action, the Contractor shall be required, at its own expense, to satisfy and discharge the same.

Contractor shall acknowledge that it expressly understands and agrees that any performance bond or insurance policies required by contract, or otherwise provided by the Contractor, shall in no way limit the Contractor's responsibility to indemnify, keep and save harmless and defend The City, its officials, agents, and employees as provided by contract.

Contractor shall also agree to be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or suppliers', performance of, or failure to perform, the work or any part thereof. Contractor shall be permitted to contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be held solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

- j. Bidder/Contractor Certifications: All formal Bid documents and contracts shall contain a Bidder's/Contractor's Certification, in which the Bidder/Contractor shall swear to and state the following:

Bidder/Contractor deposes, states, and certifies that Bidder/Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*; or (iii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

