



WILL COUNTY, ILLINOIS

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

P. (815) 740-4601
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Will County Office Building
302 N. Chicago Street
Joliet, IL 60432

October 23, 2023

Replacement Window Systems, Inc.
3900 West 159th Place
Markham, IL 60428

Attn: Mark O'Malley

Re: Bid #2023-90 CAC Remodel Bid Category #13 Glazing

Dear Mr. O'Malley,

I am pleased to inform you that your bid submitted on October 2, 2023, in the amount of **\$13,725.00** for the **2023-90 Child Advocacy Center Bid Category #13 Glazing**, is hereby accepted. A copy of your Bid Response is enclosed. The project is anticipated to start in October 2023.

Your performance bond in the amount of \$13,725.00 is now due. The amount of the performance bond represents the total cost of this project.

We look forward to an efficient and sound working relationship. If you have any questions, please contact Kevin Lynn, Purchasing Director, anytime at 815-740-4712 or via email at klynn@willcountyillinois.com.

Sincerely,

Jennifer Bertino-Tarrant
Will County Executive



10/23/23

Mr. David Tkac
Will County Director of Capital Programming
Will County Facilities Department
302 N. Chicago St.
Joliet, IL 60432

**Will County of Illinois
Child Advocacy Center
Subcontractor Recommendation for Contract Award**

Dear Dave,

Wight Construction has performed a scope review for **BG01 BP13 Glazing**. After reviewing the scope with the low bidder, we are recommending Replacement Window Systems, Inc. to be awarded BP13 Glazing for the sum of \$13,725.00 (Thirteen Thousand Seven Hundred Twenty five dollars 00/100) for this scope of work.

Respectfully submitted,

Wight & Company

Doug Eckert
Project Manager

cc: Matt Zolecki - mzolecki@wightco.com
Tom Dolan - tdolan@willcountyillinois.com
Nancy Ruettiger - nruettiger@willcountyillinois.com
Kevin Lynn - klynn@willcountyillinois.com

SECTION 004101 - BID FORM

BID DATE/TIME: **Monday, October 2, 2023., 02:00 PM (CDT)**
(as date/time stamped by the County of WILL Receptionist)

BID TO: County of WILL

RECEIVED BY: County of WILL
302 N. Chicago Street,
Joliet, Illinois 60432

BID FROM: Replacement Window Systems, Inc.
3900 West 159th Place
Markham, IL 60428

BID FOR: **Bid Group 01 - Bid Package 13 – Glazing**

It is required to have one original and one copy of your bid form.

THE UNDERSIGNED:

Acknowledges receipt of:

Plans and specifications for the work indicated above.

Addenda: No. 1 dated 9/12/2023
No. 2 dated 9/22/2023
No. 3 dated 9/27/2023
No. _____ dated _____

Having examined the project site and having familiarized himself with local conditions affecting the cost of the work and with all requirements of the bidding documents including Instructions to Bidders, drawings, specifications and duly issued addenda as prepared by the architect, WIGHT & COMPANY, hereby agrees to perform all work and furnish all labor, material and equipment specifically required of him by the bidding documents and such additional work as may be included as related requirements in other divisions or sections of the specifications, exclusive of alternate bids.

Agrees:

To furnish the described material and/or services for stated lump sum price.

To hold this bid open until **60** calendar days after bid opening date.

To accept the provisions of the General Provisions (Project Manual Division 0 – Bidding & Contracting Requirements Section 00201) and disposition of bid security.

To enter into and execute a contract with the Owner, if awarded on the basis of this bid, and in connection therewith to:

1. Furnish all bonds and insurance required by the bidding documents.
2. Accomplish the work in accordance with the contract.
3. Complete the work within the contract time herein specified.

Completion Time:

The undersigned agrees to begin construction immediately, or as directed by the Construction Manager, upon notice of contract award and to perform the following components of the work in accordance with the Construction Manager's Contract Document Schedule. This schedule is bound in the Project Manual.

SCOPE OF WORK:

The work in this agreement (without additional compensation) shall include, but shall not necessarily be limited to, all skilled labor, supervision, premium time, materials, tools, equipment, plant, supplies, samples, shop drawings, design/engineering drawings, layout, transportation, supervision, contributions, insurance, taxes (if applicable), compliance with all agencies (City / Village, County, State, Federal and/or any other jurisdictional agency, as may be required) and/or all services and facilities necessary and/or required for the performance of all Work shown, detailed, and/or implied by the following documents and as defined herein.

It is understood that this Trade Contractor shall perform the Work for a complete and operational system as indicated or implied in all Contract Documents. It is recognized and understood that the documents upon which the bid is based are at a conceptual phase and this Contractor who has certain skills and judgments based upon his knowledge of techniques, procedures, systems, general state of the art of his specialty is expected to include in the scope of work, all items required in order to carry out a complete and functional system whether or not shown or described in the contract documents. This contract will be awarded on the basis of such documents with the understanding that this contractor is to furnish and install all items required for the proper completion of this work without adjustment to this contract price. No extra payments shall be made of claims entertained as a result of such items, unless it can be clearly demonstrated to be added scope to the contract and beyond the original intent of the documents.

Contractor to provide all Trade Contract work referenced in:

1. Any sheet of this bid group package including (reference Division 0 – Bidding and Contract Requirements, Section 00200 – Notice to Bidders).
2. Specification 004100 Bid Packages Scope Document.

WORK BASE BID: For providing all work including all allowances as required for the completion of the construction of the base bid project as shown on the drawings and specifications and **NOT** including alternate bids and/or contractor's proposed alternates and substitutes.

BASE BID

TOTAL BASE BID AMOUNT – WILL COUNTY CHILD ADVOCACY CENTER:

Thirteen Thousand Seven Hundred Twenty- Dollars (\$ 13,725.00)
Five

Allowance:

This TRADE CONTRACTOR shall include an allowance of **\$5,000** in their base bid for any unforeseen conditions.

Award Basis:

The project will be awarded based upon the lowest responsible bidder. Owner and Construction Manager alternates may be considered to find the lowest responsible bidder if the result of combining the base bid and the selected alternate(s) is the lowest responsible bid and is to the benefit of the owner.

Alternate Bid:

Each of the following amounts for alternate construction includes the entire cost of such construction, except as otherwise noted. Acceptance of any or all of the alternates for inclusion in the contract is the sole prerogative of the owner.

All additional costs due to the alternates are included in the amount to be added to the base bid, so that no additional costs will be borne by the owner due to acceptance of alternates. This alternate price is not to be included in base bid price.

Proposed Voluntary Alternates: (Contractors Proposed Alternates)

Item Specified	Proposed Alternate	Change in Bid Price
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner Requested Unit Prices (as applicable to this Trade Contractor's scope of work) (additive or deductive).

None

LABOR RATES:

Provide the following hourly rates shall not including overhead & profit for (Labor rates effective April 3, 2023):

PLEASE FILL IN ALL TRADES THAT WILL BE ON SITE

		Straight Time	Premium Time	Double Time
	Laborer	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Foreman	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
	Journeyman	\$ <u>117</u> /Hr.	\$ <u>154</u> /Hr.	\$ <u>191</u> /Hr.
	Operator	\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
Equipment				
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.
		\$_____/Hr.	\$_____/Hr.	\$_____/Hr.

Owner Requested Scheduling Information:

Note: The work of this Trade Contractor is to be completed in accordance with the overall project schedule as identified elsewhere in this project manual and/or as subsequently directed by Construction Manager. This Trade Contractor shall be prepared to submit a proposed submittals list/schedule/material log at the Scope Review and no later than within five (5) calendar days of Notice To Proceed.

Bid Acceptance:

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within the time noted herein, after the date of opening of bids or at any time thereafter before this bid is withdrawn, the undersigned agrees that he will execute a construction contract in accordance with the bids as accepted.

The Owner reserves the right to award the contract to its best interests, review and accept any and all value engineering alternatives, negotiate with the lowest responsible bidder, to reject any or all bids, to waive any informalities in bidding and to hold all bids for the bid guarantee period.

The Owner reserves the right to award separate contracts for any of the items of work bid herein.

Bid Deposit:

The undersigned furnishes herewith, as required in the Instructions to Bidders, a bid deposit in the amount of ten percent (10%) of the amount bid in the form of Cashier's Check, or Certified Check, made payable to the Owner or Bid Bond, naming the Owner as obligee. (Bidder to check form of deposit furnished.)

It is understood and agreed that should the undersigned fail to enter into a contract with the Owner or furnish acceptable contract security within the time and in the manner herein provided, the bid deposit shall be retained by the Owner as liquidated damages and not as a forfeiture. As it is impossible to determine precisely an exact amount of damages the Owner will sustain, it is agreed that the bid deposit is a fair and equitable estimate of such damages.

REPRESENTATIONS AND CERTIFICATIONS:

The bidder makes the following representations and certifications as part of his bid on the project herein identified in the Bid Form. In the case of a joint venture bid, each party represents and certifies as to his own organization.

AVAILABILITY. The number and amount of contracts and awards pending which I am and/or will be obligated to perform, now and during the course of the project, will not interfere with or hinder the timely prosecution of my work.

SURETY. I have notified a Surety Company that I am submitting a bid for work to be performed on the project. The Surety Company has agreed to issue a performance and labor and material payment bond for my work, if my bid is accepted and the contract awarded to me.

INDEPENDENT PRICE DETERMINATION. The contract sum in this bid has been arrived at independently, without consultation, communication or agreement for the purpose of restricting completion.

PREVAILING WAGE. The contractor and each subcontractor shall pay not less than the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed and not less than general prevailing rate of hourly wages for legal holidays and overtime work in the performance of work under this contract, as established by the Illinois Department of Labor, pursuant to an act of the General Assembly of the State of Illinois approved June 26, 1941 as amended according to Section 820 ILCS 130/1.

Pursuant to Section 820 ILCS 130/5, the contractor and each subcontractor shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them, and also showing the actual hourly wages paid to each such individual, which record shall be open at all reasonable hours to inspection by the Owner, its officers and agents, and to agents of the Illinois Department of Labor.

The contractor and each subcontractor hereby agree, jointly and severally, to defend, indemnify and hold harmless the Owner and Construction Manager from any and all claims, demands, liens or suits of any kind or nature whatsoever (including suits for injunctive relief) by the Illinois Department of Labor under the Illinois Prevailing Wage Act, Section 820 ILCS 130/1., or by any

Will County
Child Advocacy Center

230186

laborer, worker or mechanic employed by the contractor or the subcontractor who alleges that he has been paid for his services in a sum less than prevailing wage rates required by Illinois law. The Owner agrees to notify the contractor or subcontractor of the pendency of any such claim, demand, lien or suit.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the Owner, the Architect, Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Document; acceptance or rejection of any bids; and award of the Contract.

Signature:

Respectfully submitted this 2nd day October, 2023.

Type of Firm (Bidder to indicate)

_____ Individual

_____ Partnership

X Corporation

_____ Joint Venture

_____ Other

(CORPORATE SEAL)

Replacement Window Systems, Inc.
(Firm Name)

3900 West 159th Place
(Address) Markham, IL 60428

(708) 333-5050 (708) 333-3530
(Telephone Number) (FAX)

mark@rswindows.com
(E-mail Address)

Mark W. Wey
(Bidder's Signature)

President
(Title)

Subscribed and sworn to me

this 2nd day of October, 2023.

Kathy A. Talbert-Mikutis



CERTIFICATE OF BIDDER ELIGIBILITY

720 ILCS 5/33E-11 REQUIRES THAT ALL 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.

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

Replacement Window Systems, Inc., as part of its bid for the Glazing work for Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 certified that said contractor is not barred from bidding on the aforementioned contract as a result of violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33-E4.

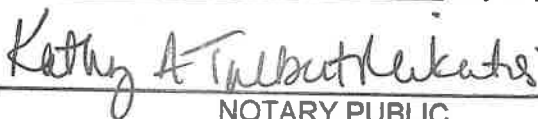
Firm: Replacement Window Systems, Inc.

By:  (Signature)

Mark O'Malley, President
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me


This 2nd day of October, 2023.


NOTARY PUBLIC

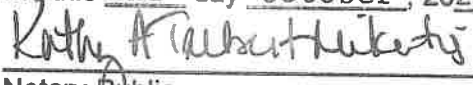


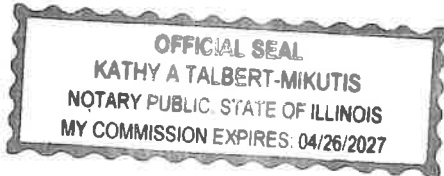
**CRIMINAL CODE CERTIFICATION
AS REQUIRED BY:
STATE OF ILLINOIS CRIMINAL CODE OF 2012, 720 ILCS 5/33E-11**

I, Mark O'Malley the individual whose signature appears below on this bid/contract for Replacement Window Systems, Inc. hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of 720 ILCS 5/33E-3 or 5/33E-4 of the Illinois Compiled Statutes, as amended.

By: 
Authorized Agent of Contractor (name and title)
Mark O'Malley, President

SUBSCRIBED AND SWORN to before
me this 2nd day October, 2023.


Notary Public



EQUAL EMPLOYMENT OPPORTUNITY

Section I. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section II. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this Agreement, the Contractor agrees:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, or physical or mental handicap unrelated to ability, military status or an unfavorable discharge from military service.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with the Act and Rules and Regulations, the Contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

E. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations.

G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Contractor

will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

ACKNOWLEDGED AND AGREED TO:

By: 
Authorized Agent of Contractor (name and title)
Mark O'Malley, President

DATE: October 2, 2023

TAX CERTIFICATION

I, Mark O'Malley, having been first duly sworn depose and state as follows:

I, Mark O'Malley, am the duly authorized agent for Replacement Window Systems, Inc., which has submitted a proposal to **Will County Child Advocacy Center** Glazing

and I hereby certify that Replacement Window Systems, Inc. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: *Mark O'Malley*
Authorized Agent of Contractor (name and title)
Mark O'Malley, President

SUBSCRIBED AND SWORN to before


me this 2nd day October, 2023.

Kathy A. Talbert-Mikutis
Notary Public

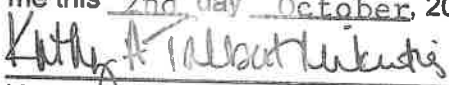


SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS

The Contractor certifies that it has in place a written program that meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) and will provide a copy thereof to Will County Child Advocacy Center 1206 Cedarwood Dr. Crest Hill, IL 60403 prior to commencement of work on the Project.

By: 
Authorized Agent of Contractor (name and title)
Mark O'Malley, President

SUBSCRIBED AND SWORN to before

me this 2nd day October, 2023

Notary Public



**CERTIFICATE REGARDING
EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS**

Replacement Window Systems, Inc. agrees if at the time the Agreement is executed, or if during the term of the Agreement, there is excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30- ILCS 570/0/01 et seq., as two consecutive months of unemployment exceeding 5%, then

Replacement Window Systems, Inc. agrees to employ Illinois laborers in accordance with the Employment of Illinois Workers on Public Works Act. An "Illinois laborer" is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

Firm: Replacement Window Systems, Inc.

By: 
(Signature)

Mark O'Malley, President
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This 2nd day of October, 2023.


NOTARY PUBLIC




PREVAILING WAGE AFFIDAVIT

AFFIDAVIT: "I (we) hereby certify and affirm that if awarded a contract with **Will County Child Advocacy Center** we will comply fully with the "Illinois Prevailing Wage Act (820 ILCS 130/0.1 et seq.)" We further understand that current prevailing wage standards are included in the Supplementary General Conditions.

The following affidavit must be signed and submitted with bidder's bid proposal. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Replacement Window Systems, Inc., as part of its bid for the Glazing work for **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

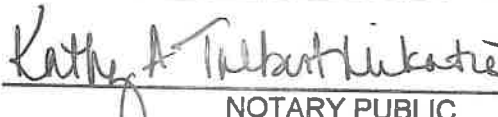
Firm: Replacement Window Systems, Inc.

By: 
(Signature)

Mark O'Malley, President
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This 2nd day of October, 2023.


NOTARY PUBLIC



NON-COLLUSION AFFIDAVIT

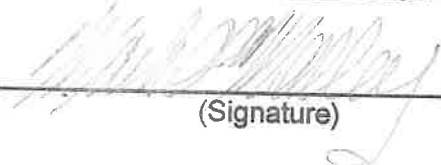
AFFIDAVIT: "I (we) hereby certify and affirm that my (our) proposal was prepared independently for this project and that it contains no fees or amounts other than that for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade."

The following affidavit must be signed and submitted with bidder's bid proposal.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE BIDDER.

Replacement Window Systems, Inc as a part of its bid for the

Glazing work for **Will County Child Advocacy Center 1206**
Cedarwood Dr. Crest Hill, IL 60403 certifies that said Contractor is not barred from bidding on
the aforementioned contract as a result of a violation of the above Non-Collusion Affidavit.


Firm: Replacement Window Systems, Inc.

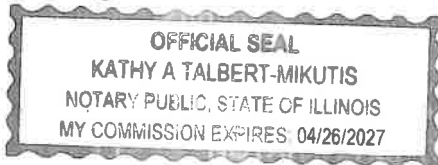
By: 
(Signature)

Mark O'Malley, President
(Printed Name & Title)

SUBSCRIBED AND SWORN TO before me

This 2nd day of October, 2023.


NOTARY PUBLIC



CRIMINAL BACKGROUND INVESTIGATIONS

Contractor hereby represents, warrants and certified that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/1 et seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et seq. and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses.

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

Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses shall be employed thereby in any position that involves or may involve contact with the students of the school district.

This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

Firm: Replacement Window Systems, Inc.

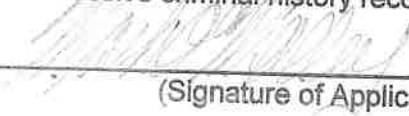
By: 
(Signature)

Mark O'Malley, President
(Printed Name & Title)

Date: October 2, 2023

CRIMINAL BACKGROUND INVESTIGATION

The undersigned hereby authorizes of **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, to request a criminal background investigation from the Illinois State Police, and to receive criminal history record information pursuant thereto.

By: 
(Signature of Applicant of Employee)

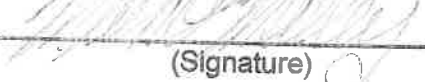
Mark O'Malley
(Printed or Typed Name of Applicant Employee)

Date: October 2, 2023

CERTIFICATE REGARDING BAN ON TOBACCO

Replacement Window Systems, Inc. (Vendor/Contractor), pursuant to **Will County Child Advocacy Center** 1206 Cedarwood Dr. Crest Hill, IL 60403, hereby certifies that (his, her, its) employees and any sub-contractors will abide by the ban on smoking in all buildings and on all grounds; and, that it will abide by a ban on the use of electronic cigarettes, e-cigarettes, similar devices, and tobacco products in all buildings and on all grounds.

Firm: Replacement Window Systems, Inc.

By: 
(Signature)

Mark O'Malley, President
(Printed Name & Title)

Date: October 2, 2023

END SECTION 004101

PRIME CONTRACTOR CERTIFICATION

The undersigned hereby certifies that REPLACEMENT WINDOW SYSTEMS, INC
Name of Bidder

is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Dan Quinn
Name of Bidder

P.M.
Title

Dan Quinn
Signature

9/29/23
Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

33E-3. Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

33E-4 Bid rotating. A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-84.