



JOLIET JUNIOR COLLEGE
—1901—

REQUEST FOR PROPOSAL
#R23013

CLAIMS ADMINISTRATION FOR SELF-
INSURED WORKERS' COMPENSATION



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Joliet Junior College Request for Proposal

RFP Opening 05/03/2023

Background

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 11,411 full time and part time students enrolled in Spring 2023 classes and about 1,377 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district.

JJC has approximately 12,000 students per year enrolled in credit courses.

Vision Statement

Joliet Junior College is the first choice for learning, working and cultivating pathways to prosperity.

Mission Statement

Joliet Junior College inspires learning, strengthens communities and transforms lives.

OVERVIEW

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from Providers for services relating to Third Party Administration ("TPA") for Self-Insured Worker's Compensation.



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The existing TPA is PMA Companies. Defense attorneys are Scopelitis, Garvin, Light, Hanson & Feary, P.C. handling pending claims filed at Illinois Worker Compensation Commission (“IWCC”). The employee insurance benefits and liability insurance broker/consultant is Gallagher. The current excess carrier is Safety National.

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.

I. RFP SCHEDULE

Date (2023)	Event
April 13, 2023	Vendors contacted via email / advertised
April 20, 2023	Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q and A section.
April 24, 2023	Responses to questions will be addressed through the ESM sourcing solutions tool under the Q and A section.
May 3, 2023 at 2:00 p.m. CST	Proposals must be submitted electronically through the ESM Solutions electronic sourcing
May 4 - 5	JJC Evaluation Team reviews proposal
May 8-12	Possible presentations by two top short-listed firms
June 15, 2023	Notification of Award
September 1, 2023	First year, prorated contract through June 30, 2024

II. INSTRUCTIONS TO VENDORS

ADVICE: The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be the Senior Director of Business and Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6640.

Questions concerning this RFP will be answered if sent through the ESM sourcing solutions tool, under the Q and A section for the solicitation on or before **4/20/23** before 2:00 p.m. CST.

All questions and answers will be published on the ESM sourcing tool in the Q&A section by end of business day on **4/24/23**.

SUBMISSION: the submission of a response shall be prima facie evidence that the



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supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step [supplier registration guide](#) is posted to the college's website for your reference. [General supplier guides](#) are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

General Supplier Guide (ESM Documents): <https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

Supplier Registration Guide (JJC Document):

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Senior Director of Business and Auxiliary Services or Joliet Junior College.

ADDENDA: The only method by which any requirement of this solicitation may be modified is by written addendum.

PROPOSAL DUE DATE: The proposal must be received through the ESM sourcing solution on or before **2:00 p.m. May 3, 2023.**

INSURANCE:

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees



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engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

TAXES:

JJC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

INDEMNIFICATION:

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts, falsification of information, or omissions of the supplier.

In the event the supplier breaches its Business Enterprise Program (BEP) obligation as described within the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) and pledged within the supplier's submitted utilization plan, the supplier is required to pay liquidated damages to Joliet Junior College equal to 20% of the award amount for college-funded projects. For projects involving state or federal funds, the supplier is required to pay liquidated damages to Joliet Junior College equal to the full amount of the award amount.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

TERM OF CONTRACT:

Any contract, which results from this RFP, shall be for a period of 3 year(s) from the date of the contract award. Assuming continued availability of funding; JJC may, at its sole option and with the consent of the supplier renew the contract for up to an additional 2(additional) 1-year terms. Please note that for the first year, the contract will be prorated, September 1, 2023 – June 30, 2024. The College operates on a July 1 – June 30 fiscal year.



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BLACKOUT PERIOD:

After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of specifications, clarification of proposal submission requirements or any information pertaining to preproposal conferences. Such vendors making such request shall email the Senior Director of Business and Auxiliary Services, at purchasing@jjc.edu. No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such response.

III. GENERAL TERMS AND CONDITIONS

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Senior Director of Business and Auxiliary Services.

Right to Cancel: JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

Dispute Resolution: JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

Proprietary Information: Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.



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Illinois Department of Human Rights Act

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Sexual Harassment Policy

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder/respondent who submits a bid, proposal, or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

Illinois Criminal Code of 1961

Responding vendors must not be barred from bidding on/responding to this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

Business Enterprise Program (BEP):

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, women-owned, and/or persons with a disability-owned businesses in the procurement process. This solicitation strives to meet the 30% aspirational goal established for businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act [30 ILCS 575] as outlined below. Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Commission on Equity & Inclusion (CEI), [Business Enterprise Program \(BEP\)](#) web site to obtain complete requirements and additional details. BEP certified firms and firms utilizing subcontractors for the project shall submit a [utilization plan](#) that meets or exceeds the college's goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

Negotiation: JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

Award: The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the



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contract award or any part thereof without written permission from JJC.

Retention of Documentation: All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

Opening of Proposals: Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.

IV. FORMAT FOR RESPONSE

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

All proposals must be submitted via email through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. See item II above for more information.

a) Title Page

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

b) Table of Contents

Clearly identify the materials by sections and page number(s).

c) Letter of Transmittal

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

d) Profile of the Vendor

Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process.

- a. Provide a list of the vendor's top five current and prior two-year clients indicating the type of services the organization has performed for each client.
- b. Submit independently audited financial statements (one copy only). Such information



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will be considered in strict confidence.

- c. Indicate any third-party firms involved with your program and state their role(s).
- d. Provide contact information (name, phone number, and email address of at least three (3) references for projects of similar size and scope.

e) Scope Section

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.

f) Responses to Addendum

g) Prices Responses

h) Invoicing Procedure

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

i) Proposed Contract

Please submit a draft contract for the services being offered.

j) Certification of Contract/ Bidder

V. EVALUATION

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include the following considerations through a weighted scoring system:

	DESCRIPTION	WEIGHT
1	The quality of equipment and services the firm proposes to provide and the extent to which they meet RFP criteria, including knowledge transfer to the client.	20%
2	The firm's overall experience, reputation, expertise, stability, and financial responsibility.	20%
3	The experience and qualifications of the staff assigned to service JJC's account and the firm's ability to provide service expediently and efficiently.	10%
4	Vendor's financial terms offered to JJC.	25%
5	Commitment to diversity*	20%
6	Any other relevant factor a business entity would consider in selecting a supplier.	5%

*Commitment to diversity considerations may include:



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- Business Enterprise Program (BEP) certification or utilization that meets or exceeds the college's 30% goal
- Assistance to BEP firms in obtaining lines of credit, insurance, equipment, supplies, or related services
- Percentage of prior year revenues for projects that incorporate the involvement of BEP firms
- Existence of a written supplier diversity plan or training/mentoring program for BEP firms
- Percentage of members serving the firm's governing board, senior executive, and managers who are women, minorities, or persons with a disability

VI. SCOPE OF WORK

1. In addition to the Claim Administrative Services described below, respondents should include the following information in their proposals:

- a. Describe the TPA's software capability for migrating and capturing claim data and images for each individual claim with no limit on the number of individual years to be captured. It would be desirable that the software program has the ability to provide a detailed dashboard of all medical and financial statistics that would assist in managing claims.
- b. Describe the TPA's claims management system and methodology for first report of claims to the TPA.
- c. Provide a sample check register used to authorize payments.
- d. Describe the methodology used to secure cyber risks.
- e. Explain how you safeguard and keep confidential the data and information provided by JJC to your firm.
- f. Provide your recommended preferred method of paying claims on JJC's behalf, i.e. monthly reimbursement against college's maintained escrow account.

CLAIMS ADMINISTRATION

- a. Review and process each claim and loss report submitted by the college in a timely manner.
- b. Conduct an investigation on each qualified claim or loss to the extent deemed necessary.
- c. Maintain an electronic file for each qualified claim or loss which shall be available for review by the college.

Maintenance of full and proper historical data on all losses.

- d. Adjust, settle or resist all qualified claims or losses:
 - i. Within the stated discretionary authority limit;
 - ii. With specific approval of the client, if outside the stated authority limit.
- e. On receipt of required information from college, perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements, state required



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reports and other documents need to finalize a claim.

- f. Establish and update claim reserves in consultation with the college and its carriers, as required.
- g. Process all loss and expense payments
- h. Notify college and carriers of all claims or losses which may exceed the college's retention, including specific reporting requirements of excess insurance carriers and, if requested, provide information on the status of those claims or losses.
- i. Assist college in obtaining reimbursements and all potential sources of recovery and subrogation of losses from its carriers.
- j. Coordinate investigations on litigated claims with attorneys representing the college and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be paid as allocated claim expense.
- k. Maintain an electronic database and provide the college with reports or access to electronic reports.
- l. Provide appropriate forms, as determined by the awarded vendor, needed to administer the College's program.
- m. Provide additional ad hoc information, analysis, reports and services on a time and expense basis.
- n. Provide a written monthly status report on all claims.
- o. Assist the college in selecting experts or specialists as the claims may require.
- p. Provide personnel need to perform the services agreed to herein. In those states where awarded vendor does not have an office, the college agrees that the awarded vendor may utilize an independent adjusting agency or subcontractors located in the state ("instate adjusters") at the awarded vendor's discretion. The college shall pay for all costs related to the use of in-state adjusters.
- q. Assist college, as the account manager for the college, in meeting its responsibilities as a Responsible Reporting Entity (RRE) pursuant to the Medicare Secondary Payer (MSP) liability insurance (including self-insurance), no fault insurance and workers' compensation reporting requirements mandated by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA) (P.L. 110-173) (MMSEA Section 111 reporting).

Obtain either from the college, claimant or through investigation, the necessary data required for MMSEA section 111 Reporting (MMSEA section 111 Data).



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Using the query process provided by Centers for Medicare and Medicaid Services (CMS) and the information obtained as part of its claim handling process, determine which of the college's claims are required to be reported as part of the MMSEA Section 111 Reporting process (Section 111 Claims).

Report all Section 111 claims to CMS in the CMS required format as required by CMS. The college agrees that in exchange for providing this reporting service, any MSAs will be placed with awarded vendor

Advise College of Compliance with Section 111

- r. Provide an annual SAS 70 Audit form.
- s. Comply with all statutory, contractual and regulatory requirements related to the services set forth herein.
- t. Advise JJC on updates or changes in Workers' Compensation Insurance Law.
- u. Recognize and report claims to Excess Insurance carrier.

2. STAFFING

- a. Provide a list of all technical, supervisory and managerial personnel who will be involved in the handling of claims and administration of the program, including a short bio that describes their experience and qualifications.
- b. What is the ratio of supervisory to technical personnel?
- c. What are the average caseloads for claim handlers?
- d. Does supervisory staff handle a caseload?
- e. What is the average experience level for supervisory and technical personnel?
- f. What is your turnover rate for supervisory and technical personnel during the past three years?
- g. Availability of bilingual claim handlers if necessary?
- h. When possible provide a 30-day notice of a change to our designated claim adjuster.



VII. QUANTITY

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

VIII. PROPOSED PRICING

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analyses. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor.

1. Provide the all-inclusive cost for TPA claims service and disclose any fees, commissions, hourly or per item rates or costs for services such as medical not review, case management, excess insurance placement, other ancillary services, etc.
2. Provide the list of panel attorneys that handle claims progress and/or settlement agreements and indicate the legal services hourly rates and fee schedules. Additionally, it has been the practice of the College to invite the defense attorney to meet with management and the Board of Trustees for periodic claim review and to obtain settlement authority on large claims, as needed. This can be done virtually or in-person.
3. Provide the list of Investigative firms used to perform physical surveillance and/or database checks and the hourly rates or fee schedules.

Claim administration minimum annual fee to include Medical Only claims, Indemnity claims and loss control visits. Provide additional cost for each Medical Only claim and each Indemnity claim.

Additional services to be included in claim administration minimum annual fee:

- Reporting
- Implementation management
- First report of injury files with respective state agency
- Customized claim handling instructions
- Circle of service – consultative program management stewardship reports
- Actuarial analysis
- Benchmarking analysis and reports
- Account Management
- PPO radius listing and mapping to locations
- Quality assurance program oversight
- Quarterly review of each examiner
- Annual maintenance (location updates, client file updates)
- Home Office consultant involvement in high dollar claims



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- RN review of medical bills
- Catastrophic loss response
- Structured settlements
- Litigation plan development
- Bank account management and reconciliations
- Large loss notice
- Annual audit
- Reserve advisories
- Pre-settlement advisories
- Access to claim system
- 1099 reports
- Claim fees charged as incurred, no up-front investment on claim fees
- Claim acknowledgments
- Closing Notices
- Settlement authority
- Account set-up
- Include 2 file reviews each year; this could be virtual or in-person and would include the defense attorney, and designated JJC representatives.

FEE SCHEDULE SERVICE PROVIDED	FEE BASIS Fiscal Year Year 1 of 3 Year Agreement	FEE BASIS Fiscal Year Year 2 of 3 Year Agreement	FEE BASIS Fiscal Year Year 3 of 3 Year Agreement	Year 1 Optional Fee Basis Fiscal Year	Year 2 Optional Fee Basis Fiscal Year
Annual Claim Administration Fee	\$	\$	\$	\$	\$
Loss Control Visits	\$	\$	\$	\$	\$
Cost per Medical Only claim	\$	\$	\$	\$	\$
Cost per Indemnity claim Claim	\$	\$	\$	\$	\$
Escrow Administration	\$	\$	\$	\$	\$
Supplemental on-line access	\$	\$	\$	\$	\$
CMS Reporting Service	\$	\$	\$	\$	\$
Managed Care Pharmacy Program	\$	\$	\$	\$	\$

**** Please attach pricing sheet for any additional fees such as Managed Care services and MSA-related costs.**



VII. SUPPLEMENTAL QUESTIONS

If the proposed product/service involves the usage, storage, or transmission of Joliet Junior College's stakeholder data, please respond to the following:

- a) Describe your organizations approach to the management of information security and to securely managing client information.
- b) Does your organization have an information security management policy?
- c) How do you safeguard client information at your organization?
- d) Does your organization have a comprehensive risk management structure for the management of client information?
- e) Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
- f) List the type of documented information security policies that your firm has in place.
- g) Has your organization implemented any ISO27001 (or similar) principles or requirements?
- h) Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?



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CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on or responding to this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE ATTACHED WITH YOUR PROPOSAL