



326 Joliet Street, West Chicago, Illinois 60185

**Invitation to Bid for
Security Services for the
School Years 2025-26, 2026-27, 2027-28
Bid # 25-03**

**Mandatory Pre-Bid Meeting: Friday, March 14, 2025
Bid Opening: Friday, March 28, 2025**



Community High School District 94

326 Joliet Street • West Chicago, Illinois 60185

630-876-6200

www.d94.org

Dr. Kurt Johansen, Superintendent

Board of Education

Bob Brown, *President* • Rich Nagel, *Vice President* • Lynn Casey-Maher, *Secretary*
Jovanny Zuniga • Penny Munoz • Katherine Doremus • Gary Saake

March 7, 2025

Dear Vendor:

The Board of Education of Community High School District 94 (the "District") is soliciting sealed bids for Security Services for the school years **2025-26, 2026-27, and 2027-28**. The purpose of this transmittal is to invite you to submit a bid and provide you with the necessary instructions, specifications and reply forms.

Included are the "General Conditions & Instructions", six (6) "Affidavit/Certification Sheets", "Project Specifications", Vendor Questionnaire, a "Vendor Information Sheet" and bid Reply Sheets. Where required, each should be completed in detail, signed, notarized, and returned in a sealed envelope **clearly** marked, "**SEALED BID - SECURITY SERVICES BID # 25-03 - Attention: Dan Oberg**".

The Board reserves the right to reject any or all bids, to waive irregularities and to accept that bid which is considered to be in the best interests of this school district.

A mandatory pre-bid meeting will be held on Friday, March 14, 2025 at 9:30 A.M. CST. in the District Administrative Offices located at West Chicago Community High School, 326 Joliet Street, West Chicago, IL 60185. Please enter Entrance B on the West side of the building. The deadline for questions to the District is the end of the day March 21, 2025.

Bids are due on or before Friday, March 28, 2025 at 9:30 A.M. CST and will be opened and publicly read at that time. Bids should be sent to the Administration Offices of Community High School District 94, located at West Chicago Community High School, 326 Joliet Street, West Chicago, IL 60185, Entrance B on the West side of the building. Unsigned, late, incomplete, or non-conforming bids will not be considered. Bids submitted by any different means or in any different form shall not be considered.

If you have any questions regarding this bid, please contact me at (630) 876-6220.

Sincerely,

Dan Oberg

Director of Business Services
Community High School District 94

Attachments: General Conditions & Instructions
 Affidavit and Certification Sheets (6)
 Specifications and Bid Reply Sheets
 Vendor Questionnaire
 Vendor Information Sheet

GENERAL CONDITIONS AND INSTRUCTIONS

1. General

- A. The bid shall be submitted in a sealed envelope properly marked with the company name.
- B. The bid must be delivered to the specified address on or before the time specified. Submitting parties are strongly recommended to contact the District and confirm when its offices will be open to accept the delivery of bids.
- C. Your bid shall be made on this form.
- D. Unsigned, late, incomplete or non-conforming bids will not be considered. Bids submitted by any different means or in any different form shall not be considered.
- E. Community High School District 94 is not subject to Federal Excise Tax or Illinois Retailers Occupation Tax.
- F. If applicable, prices quoted shall include all charges for packing, transportation, and delivery to the school building or District Office as designated on the bid.
- G. Correspondence shall be addressed to the Director of Business Services.
- H. Bids are available for inspection in the Business Office after award of the contract.
- I. The party awarded a contract pursuant to this bid shall comply with all applicable laws governing issuance of contracts in the State of Illinois, including but not limited to the rules and regulations of the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, as amended, as well as local regulations and laws. Each submitting part shall be required to comply with all applicable provisions of the "Wages of Employees on Public Works Act" (Prevailing Wage Act, 820 ILCS 130/1 *et. seq.* (1993)), as amended. Prevailing Wage is not applicable to this bid.

If during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract for any trade or occupation, the Board of Education ("Board") will notify the contractor of the change in the prevailing rate of hourly wages. The contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by the contractor to each worker to whom a revised rate is applicable. Revisions of the prevailing wage as set forth above shall not result in an increase in the contract sum. The contractor shall protect, defend,

indemnify, and hold the Board harmless for any claims or demands made as a result of the contractor's failure to comply with this paragraph.

- J. Bid price to remain firm as specified elsewhere in this bid document.
- K. Each bid must be accompanied by a Certificate of Eligibility, certifying that the submitting party is not barred from bidding on public contracts due to a conviction for the violation of 720 ILCS 5/33E-3 (bid rigging) or 720 ILCS 5/33-E4 (bid rotating) of the *Illinois Criminal Code of 2012*, as amended, or a conviction or admission of guilt which is a matter of record for bribing or attempting to bribe an officer of the State of Illinois. The certificate of eligibility form is included within the bid documents.
- L. Each bid from a vendor with 25 or more employees must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* 30 ILCS 580/1 *et. seq.*, as amended, certifying that the submitting party shall provide a drug-free workplace for all employees engaged in the performance of work under the contract and that the submitting party is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. Each bid from an individual must be accompanied by a Certificate of Compliance with the *Illinois Drug-Free Workplace Act* certifying that (he, she, it) shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that (he, she, it) is not barred from bidding on public contracts due to a violation of the *Illinois Drug-Free Workplace Act*. The certificates of compliance with the *Illinois Drug-Free Workplace Act* forms are included within the bid documents.
- M. Each bid must be accompanied by a certificate regarding a sexual harassment policy certifying that the submitting party has a written sexual harassment policy that includes: information that sexual harassment is illegal; defines sexual harassment under Illinois law; describes sexual harassment using examples; has an internal complaint process including penalties; informs employees of their rights under the *Illinois Human Rights Act*, 775 ILCS 5/1-101 *et. seq.*, as amended, and the complaint process available through the Department of Human Rights and Illinois Human Rights Commission; and, states that anyone filing a complaint will be protected against retaliation. The certificate regarding the sexual harassment policy form is included with the bid documents.
- N. No bid will be considered responsive, complete and in conformance with bid specifications unless accompanied by all of the certificates specified in 1.K. through 1.M. above, as applicable, and all such certificates are properly completed and signed. The contract awarded shall be subject to suspension of payments and termination, or both, if it is determined that the submitting party has made a false certification, or that the submitting party has violated any of such certifications.

O. The party awarded a contract pursuant to this bid is referred to in these instructions, specifications, and materials as the "Contractor." The Contractor must maintain the following Insurance requirements:

1. During the term of this Agreement, the Contractor, at its sole cost and expense, and for the benefit of the District, shall carry and maintain the following insurance:

- a. Comprehensive general liability and property damage insurance, insuring against all liability of Contractor related to this Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate
- b. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
- c. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees; and
- d. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
- e. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and Seven Million Five Hundred Thousand Dollars (\$7,500,000) general aggregate.

2. All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service.

3. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name the District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the District.

4. Contractor shall provide the District with certificates of insurance and/or copies of policies reasonably acceptable to the District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the District to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the District by certified mail, return receipt requested.

5. The Contractor shall indemnify, hold harmless and defend the District, members of the Board of Education, officers, employees, student teachers, volunteers, and Agents against all suits, actions, legal proceedings, claims and demands and against all damages, losses, costs, expenses and attorney's fees in any matter caused by arising from, incidental to, connected with or growing out of the performance of this contract.

All insurance policies described herein shall insure this Hold Harmless Agreement. However, Contractor's obligation hereunder shall not be limited by the amount of any such insurance.

- P. Security in the form of a bond, certified check or cash in an amount equal to five (5%) percent of the base bid amount shall be submitted with the bid. Should a bond be submitted, the bond shall be payable to the Board of Education, Community High School District 94, West Chicago, IL 60185.

If the party awarded a contract pursuant to this bid refuses to proceed with said contract, or to provide the District with any other documents required under the bid specifications, the amount of the bid bond will be forfeited to the District as liquidated damages and not as a penalty. The District shall have the right to retain all bid bonds until the contract and any other documents required under the bid specifications, have been executed or all bids have been rejected. Thereafter, the bid bonds of all except the party awarded a contract hereunder will be returned promptly. The bid bond of the party awarded a contract will be returned promptly after the Board of Education and the party awarded a contract have executed the contract.

2. ERRORS AND OMISSIONS

All bids shall be submitted with each space properly completed. **The special attention of parties submitting bids is directed to the policy that no claim for relief because of errors or omissions in bidding will be considered and parties submitting bids will be held strictly to the bids as submitted.** All submitting parties must satisfy themselves as to the intent of these specifications. Should a submitting party find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meaning, the submitting party shall advise the Director of Business Services who will issue the necessary clarifications to all prospective parties by means of addenda. Submission of a bid shall constitute an acknowledgement and admission by the party responding to this bid that it is fully informed as to its contents, any amendments or revisions to the bid, all conditions hereof, as well as the nature, extent and character of services required.

3. WITHDRAWAL OF BIDS

All bids shall be deemed final, conclusive and irrevocable, for at least 60 days after the date of the bid opening. bids may be withdrawn in person, or by letter, facsimile transmission, and electronic mail or similar means, provided that the withdrawal is actually received by the party to whom bids are to be submitted prior to the time for the opening of bids. No bid shall be withdrawn after the scheduled closing time for the submission of bids without the consent of the Board.

4. INVESTIGATION OF SUBMITTING PARTIES

- A. The Business Office will make such investigation as is necessary to determine the ability of the submitting party to fulfill bid requirements. The submitting party shall furnish such information as may be requested and shall be prepared to show that completed installations of equipment, types of services, or supplies are substantially similar to that included in the bid.
- B. The Board of Education reserves the right to reject any bid if it is determined that the submitting party is not properly qualified to carry out the obligations of the contract.

5. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids, to waive irregularities, and to accept the bid which in, its sole and absolute discretion is considered to be in the best interests of the District. Any such decision shall be considered final.

6. EXCEPTIONS

Any exceptions to these conditions or deviations from written specifications must be in writing and attached to the bid form.

7. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of these bid forms shall be construed as acceptance of all provisions contained herein.

8. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, (whether or not Federal funds are involved) the party to whom the bid is awarded ("Contractor") agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or other protected status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or other protected status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or other protected status.

C. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract or with any applicable nondiscrimination laws, rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part.

9. EVALUATIONS

The Board of Education reserves the right to reject any and all bids, to waive any and all informalities, defects, technicalities or irregularities, and to award each item to different parties or all items to a single party unless otherwise noted in the bid, and to determine whether in the opinion of the Board of Education: (1) a substitution has been made and (2) a submitting party is not a responsible party and should be disregarded. The Board of Education reserves the right to award any base bid and alternate bid(s) to different parties. The Board of Education reserves the right to accept that bid which in its sole and absolute opinion is in the best interest of the District. It is the intent of the Board of Education to award a contract to the lowest responsible, responsive party meeting specifications which are in the best interest of the District as determined solely by the Board of Education. While the financial responsibility of the Contractor is a significant concern, the Board of Education is equally concerned with the proven ability of the Contractor to satisfactorily perform its contract so that the services covered by the bid will be provided in accordance with the bid and contract documents. The Contracts will be awarded by first considering the submitting party most able to provide safety and comfort for the pupils, stability of service, and any other factors set forth in the bid and contract documents regarding quality of service, and then price.

**SPECIFICATIONS AND REQUIREMENTS
TO PROVIDE
SECURITY SERVICES FOR
WEST CHICAGO COMMUNITY HIGH SCHOOL DISTRICT 94**

West Chicago Community High School is a diverse, comprehensive high school located in the suburb of Chicago. The school serves approximately 2,100 students from the communities of Carol Stream, Warrenville, West Chicago, Wheaton, and Winfield. Our student population includes various ethnicities such as Hispanic, Caucasian and Asian.

West Chicago High School has over 500,000 sq feet of space over three floors which include a Learning Resource Center, cafeteria, fieldhouse, two gyms and a commercial size pool.

The period of initial contract shall be three (3) consecutive annual (1) one-year contracts (July 1, 2025-June 30, 2028). The contract may be extended yearly beyond that period with Board approval, if appropriate per Illinois School Code. District may terminate with cause with thirty (30) days prior written notice and without cause with sixty (60) days prior written notice at any time throughout the contract period without penalty to the District.

All forms that are included in this packet or any other information are to be completed in their entirety. A bidder, who does not complete all forms, or instructions, may be disqualified from the bidding process. The Board of Education of Community High School District #94 reserves the right to accept or reject any or all bids and to waive technicalities outlined in this bid packet.

The scope of this contract will be to provide security services for the West Chicago High School located at: 326 Joliet Street, West Chicago, IL 60185

SPECIFIC REQUIREMENTS

Qualifications should be as thorough and detailed as possible so the District may properly evaluate the Vendor's capabilities to provide the required services. Each Bidder shall provide the following as part of its Bid:

1. The return of a complete Request for Bid, fully responsive as requested.
2. Evidence of experience in providing security services of the size and scope as described herein; including but not limited to experience in providing quality management personnel, staff training and development programs.
3. Evidence that firm is capable of utilizing technology to manage day to day operations. Specifically, front desk visitor management and hallway monitoring technology systems; radio communications; security camera monitoring; etc.
4. Evidence that firm utilizes training programs that focus staff on non-violent interventions with students.
5. Information about Company organization and background including financial results for at least the past three (3) years.
6. Demonstrate the experience of the company in providing quality supportive management services, including, but not limited to, the following areas of emphasis:
 - a. Evidence of satisfactory performance and operation in other similar institutions.
 - b. Experience in providing highly trained and skilled personnel.
 - c. Motivation programs and other educational program support systems.
 - d. Training and in-service education.
 - e. Written standards, procedures, schedules and records.
7. Present any other pertinent information, which demonstrates the Vendor's capability to successfully provide these services.
8. All regular workers must be employees of the Contractor. No subcontracted workers.
9. Enclose a copy of the training policies and manuals that will be utilized for all employees, on-the-job supervisors and managers assigned to the building.
10. Enclose copies of the past three-years audited financial statements.

COMPANY QUALIFICATIONS

The successful bidder shall produce evidence of its ability to perform the contract and provide the service required. The successful bidder must supply the following information related to the qualifications on the forms provided by the School District, or in the case where no form is supplied by the School District, on separate sheets of paper with the information title and company name. If no information is required, the successful bidder agrees to comply with the requirement below.

1. General background of the company, years in business, corporate officers and resumes of key personnel that would be assigned to the District project both in the field and at the office.
2. Contractor's Personnel Rules.
3. List your security service management service in the area of schools for the past three years. This list shall include references, scope of project and any other appropriate support information.
4. Contractor's Training Program.
5. Financial Statement for the company.
6. No subcontractors will be acceptable. The successful vendor must directly employ personnel.
7. All security personnel must have a state license, a copy of which will be given to the District for its records.
8. In-house training of the staff to be performed by contractor's staff.
9. All Contract personnel must wear, at all times: (1) the approved uniform, (2) the approved identification badge. No Contract personnel will be permitted to enter or remain on District property unless both conditions are met.
10. The Contractor shall provide the District with a list of all supervisory personnel including the telephone numbers where each person may be reached at all times (cellular phones numbers where applicable).
11. The Contractor is responsible for the conduct of its personnel. The Contractor must provide written policies and procedures with its Bid regarding unlawful conduct by its personnel. The contractor shall fully cooperate with the District and with any Law Enforcement authorities in the investigation of suspected unlawful activities. In the event that personnel employed by the Contractor are found to have committed unlawful activities, the Contractor shall be responsible to the District for restitution which will include, but not necessarily limited to, all actual losses, damages, costs of investigation,

and costs of prosecution.

12. The Contractor shall notify the District immediately of conditions, which will limit hours or decrease the daily work crews, such as illness or injury. In addition, the Contractor shall notify the District in advance of any condition or situation, which will affect the performance of the work under this contract. In either case, the Contractor shall submit a plan, in writing, of how the affected work is to be rescheduled.
13. In the event of a strike, act of God, or other event resulting in the closing of the building(s), no payment(s) shall be made for that period of time when security monitoring services are not required/ performed.
14. Absenteeism is a significant factor that adversely affects the quality of the security services received by the District. Each Bidder is to submit and the successful Contractor is to maintain effective Recruitment and Retention plans. Adequate Staffing Levels are to be maintained by the contractor. The contractor is to maintain a pool of Trained/Qualified substitutes, available at short notice, to ensure that the District is adequately staffed in the event of illness or injury.
15. The District reserves the right to audit payroll records and/or time cards. In addition, the contractor must track actual working hours and make this data available to the District upon request. Contractor must advise their methods for staff labor hour reporting system.
16. The District reserves the right to request that the Contractor remove any employee from the District Contract for unsatisfactory performance, appearance, behavior or attitude. The District reserves the right to approve or disapprove the hiring and/or assignment of any staff.
17. The Contractor and its employees and agents shall strictly comply with all Federal, State and Municipal codes and regulations, and shall comply with all applicable local, county, State and federal laws, regulations and rules including without limitation those regulating the issuance of contracts, and employment. The Contractor and its employees shall abide by all Board of Education policies and District regulations. Additionally, the Contractor shall comply with all laws and regulations pertaining to equal opportunity and fair employment practices, including the Illinois Human Rights Act. The Contractor shall not discriminate against any worker, employee, or applicant, or any other member of the public because of race, religion, color, age, sex, handicap, marital status, national origin, or unsatisfactory military discharge, nor otherwise commit an unfair labor practice. In addition, the Contractor shall comply with all laws related to student records, including, without limitation the Illinois School Students Record Act, 105 ILCS 10/1 et seq.
18. The Contractor acknowledges that, as an independent contractor of the District, records in the possession of the Contractor related to the Security Services bid, contract and services may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq. The Contractor shall immediately provide the District with any such records requested by the District in order to timely respond to any FOIA request received by the District. The District will review all such records to determine whether FOIA exemptions apply before disclosing the records. If the Contractor refuses to provide a

record that is the subject of a FOIA request to the District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the District in any way, the Contractor shall reimburse the District for all costs, including attorneys' fees, incurred by the District related to the FOIA request and records at issue.

19. All District buildings and grounds are considered to be no smoking areas. It is the policy of the District to establish and maintain an Alcohol & Drug-Free Workplace. The Contractor shall have in-place an effective Substance Abuse Policy (Drug and Alcohol), which conforms to District policies and all applicable Federal, State, and Local rules and regulations.

20. The contractor must hold a current state license.

21. The contractor must carry liability insurance on all employees.

22. Security services shall be performed and accomplished during the following time periods by the contractor's personnel:

Monday through Friday – Normal School Hours

6:30 a.m. to 4:00 p.m. (typical range)

7:00 a.m. to 3:30 p.m. (majority of need)

10:00 a.m. to 6:00 p.m. (two staff members)

Will request additional hours for events (as needed for evening activities, athletics such as football and soccer games)

The security staff will be scheduled for 1440 hours per year (180 school days).

23. Community High School District 94 is closed on the following holidays and security services will not be required on these days:

Independence Day

Labor Day

Columbus Day

Thanksgiving Day

Friday after Thanksgiving Day Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Presidents' Day

Good Friday

Memorial Day

Spring Break

Winter Break

24. Contractor shall ensure the recruitment, supervision, and training of sufficient able personnel to carry out Contractor's obligation hereunder. If Contractor has no training policies or manuals, it shall submit a written statement to that effect.

25. The Contractor shall be available to participate in meetings with District administration.

Employee Background Checks

The Contractor shall maintain a file of "Child Abuse Clearances" and "Criminal Background Checks" for all current employees and a complete roster of current employees. The Contractor, at its sole expense, shall conduct background investigations of all of its employees, agents and others who will interact in proximity to the District's students, and, in accordance with Section 10-21.9 of the Illinois School Code (105 ILCS 5/ 10-21 .9), shall provide results of each background investigation to the District Superintendent, or designee, prior to the person beginning any work on District property, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. A Contractor employee may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The Contractor shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987. In the event the Contractor fails to comply with the provisions of this paragraph and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an employee of the Contractor, or caused by an employee of a subcontractor to the Contractor, then Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Board against any such claims.

Property Damage

In the event the District's property or any of the surrounding areas are destroyed or damaged as a result of Contractor's work under the Contract, Contractor shall, at Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

Hold Harmless

To the fullest extent allowed by law, Contractor agrees to reimburse defense costs, indemnify, and hold harmless the District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) Contractor's acts and/or errors and/or omissions in the performance of the services; (2) Contractor's breach of the agreement; or (3) Contractor's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by Contractor, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Changes of Specifications

During the period covered by this contractual agreement, it may become necessary to add to or delete from the specifications originally agreed upon between the contractor and Community High School District #94. Should such change(s) be deemed necessary and mutually agreed upon by both parties, a formal written amendment shall be drawn up which explicitly describes any deviation from the original specifications. Incorporated within the agreement shall be the dollar amount adjustment for said change(s). This dollar amount adjustment will be added to or deducted from the original contract price. Such amendment to the original contract will in no way invalidate or make void the terms of the original contract. An authorized official of each party must sign two copies of said amendment. One copy will be given each party after proper execution and then be considered a part of the original contract.

CONTRACTOR'S ESSENTIAL RESPONSIBILITIES

1. Active student supervision. Supervision occurs during arrival, passing periods/transitions, lunch periods and departure.
2. Campus/building supervision. This includes but is not limited to hallways, classrooms, washrooms, locker rooms, staff/student parking lots, assigned doors, athletic/physical education fields/areas, and all school related buildings and grounds.
3. Monitor/redirect student behavior. Reinforce school rules with students during the school day and (prescribed methods from school administration to) redirect students when behavior isn't in line with school rules. Monitors should verify that students are where they are assigned and/or have pass/permission to be in an unassigned area(s).
4. Monitor secured entrance vestibules. This includes but is not limited to utilization of the visitor sign-in system and procedures, check students ID and passes, report any safety or security concerns with building administration, etc.
5. Assist in the student tardy pass procedure. This includes supervising hallways, this may include using technology to issue passes and communicating with students.
6. Assisting in student arrival and verification of student ID/check in procedures.
7. Develop and maintain appropriate relationships with students, staff and general public in accordance with training expectations.
8. Intervene in disturbances and confrontations, deter and protect property, faculty and students from injury, theft and vandalism.
9. Assist public agencies in their performance of duties.
10. Assist bus services in loading and unloading of students.
11. Arrive on time each day dressed professionally in appropriate security uniform.
12. Maintain a standard of reliable and consistent attendance.
13. May perform other duties as assigned by supervisor and building Administration.

BID REPLY SHEET

Year 1 (2025-2026)

Position	FTE (A)	Rate/Hour (B)	Hours/Year (C)	Total (AxBxC)
Site Supervisor	1.0		1440	
Campus Safety Monitor	11.0		1440	
			Total	

Overtime and Extra-Curricular Activities Rate = \$_____ per hour

Year 2 (2026-2027)

Position	FTE (A)	Rate/Hour (B)	Hours/Year (C)	Total (AxBxC)
Site Supervisor	1.0		1440	
Campus Safety Monitor	11.0		1440	
			Total	

Overtime and Extra-Curricular Activities Rate = \$_____ per hour

Year 3 (2027-2028)

Position	FTE (A)	Rate/Hour (B)	Hours/Year (C)	Total (AxBxC)
Site Supervisor	1.0		1440	
Campus Safety Monitor	11.0		1440	
			Total	

Overtime and Extra-Curricular Activities Rate = \$_____ per hour

Bid Reply Continued

	Standard Hours Total Cost
Year 1 (2025-2026)	\$
Year 2 (2026-2027)	\$
Year 3 (2027-2028)	\$
GRAND TOTAL	\$

Bid Award

The bid will be awarded, if at all, to the contractor that the Board of Education determines, at its sole discretion, will serve the best interests of the District. The Board will use the criteria listed below, which criteria will not be exhaustive. If the contract is awarded, it will be awarded to the Lowest Responsible Bidder. This Bid does not necessarily contemplate an award based solely on price. In determining the Lowest Responsible Bidder, the following criteria, without limitation, will be considered by the Board, as applicable:

- Completeness and accuracy of responses to all bid document requests and a qualitative analysis of the responses.
- Price
- The District's assessment of the contractor's ability to responsibly fulfill the District's needs, including, but not limited to, evaluation of the following:
- References and customer feedback obtained by District 94 for current and previous clients (serviced within the last two years). Feedback from primary and/or secondary public schools is preferred. Longevity of the contract in the security services industry for primary and/or secondary public schools. Financial soundness and stability.
- Comprehensiveness and thoroughness of customer contract procedures, training program, understanding and approach and transition plan.

Annual Contract Price Adjustment

1. Bidders shall provide the cost for a three -year contract term period on the bid form for this contract.
2. Subsequent year contract cost shall be established from the bid price indicated for year three. Adjustment will be effective each July 1st.
3. Rates for extension years shall be adjusted at a rate mutually agreed to by District and Contractor.
4. Should the Contractor or the District find the adjustment unacceptable, the contract will not be renewed.

NON-COLLUSION AFFIDAVIT

State of Illinois)
) SS
DuPage County)

The undersigned vendor or agent, being duly sworn, on oath that (s)he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price proposed by anyone at such letting, nor to prevent any person from bidding nor to induce bid and without any agreement, understanding or combination with any other person in reference to such bidding.

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

Vendor or Agent

For _____
Firm or Corporation

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF NON-DISCRIMINATION

The undersigned Vendor certifies that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color sex, national origin, ancestry, age, marital status, or physical or mental handicap. Such action shall include, but not limited to, the following; employment, upgrading, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Vendor further certifies that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

The Vendor further certifies that it shall, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

VENDOR:

By: _____

Its Duly Authorized Representative

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF ELIGIBILITY

720 ILCS 5/33E-11 requires that all vendors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for rigging or bid rotation.

The following certification must be signed and submitted with vendor's bid. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTING PARTY.

_____, as part of its bid certifies that said vendor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

Name: _____

By: _____

Authorized Agent of Contractor

Title: _____

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires: _____

NOTARY PUBLIC

ILLINOIS DRUG-FREE WORKPLACE ACT CERTIFICATION

Business Name: _____ Date: _____, 20____

Business Address: _____

Telephone: _____ Fax: _____

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

_____ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3).

_____ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that the submitting party shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the submitting party is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

BY:

(Signature)

(Typed or Printed Name of Signer)

(Typed or Printed Title of Signer)

ATTEST:

(If a corporation)

(Typed or Printed Name of Signer)

(Typed or Printed Title of Signer)

(Date)

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires: _____

NOTARY PUBLIC

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____, does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act, (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes at the minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation.

By: _____
Authorized Agent

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires: _____

NOTARY PUBLIC

**CERTIFICATION REGARDING
CRIMINAL BACKGROUND INVESTIGATIONS**

Contractor agrees that it shall not employ any person who has 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 a 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 therein. 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.

_____ Date: _____
Name of Contractor

By: _____
(Signature) (Position with Company)

REFERENCES:

Each vendor must provide references on at least three (3) contracts for the Security Services held during the past three (3) years with school districts of comparable size; include name of contract holder, name of contact person and phone number, approximate number of students, and a brief description of the services provided.

1. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Number of Years _____
Brief description of services _____
2. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Number of Years _____
Brief description of services _____
3. Name _____
School District _____
Address _____
City, State, Zip _____
Phone/Fax _____
Email _____
Number of Years _____
Brief description of services _____

VENDOR QUESTIONNAIRE

Pursuant to 105 ILCS 5/10-20.40 all school districts in the State of Illinois are required to annually report the number and value of contracts awarded to “minority owned businesses, female owned businesses, and businesses owned by persons with disabilities, as defined in the Business Enterprise for Minorities, Females and Persons with Disabilities Act, and locally owned businesses” for contracts over \$25,000. In order to comply with this requirement, we request vendors to complete the following questionnaire and return with their bid responses.

Is Your Company a Locally Owned Business YES _____ NO _____ as it relates to this School District? For purposes of this questionnaire, “Locally Owned” means that the registered address or principal place of business of the company is located within the boundaries of the school district. For a corporation, LLC, LP, LLP, or LLLP, the registered address is the address for business on file with the Illinois Secretary of State. For all other business entities, the principal place of business is where the books and records of the business are kept and/or the management of the business works.

Guidance issued by the Illinois State Board of Education suggests that we inquire whether your company is certified as a minority, female, or disabled person owned business by a certifying agency (e.g., Chicago Transit Authority – Cook County – Illinois Department of Transportation – Metropolitan Transit Authority Metropolitan Water Reclamation District – U.S. Small Business Administration – State of Illinois) or that it would be eligible for certification if an application were made. The Guidance includes the definitions set forth below.

Definition of Ownership: “Minority owned business, female owned business, and business owned by a person with a disability” means a business concern which is at least 51% owned by one or more minority persons, females, or persons with a disability; or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons, females, or persons with a disability; and the management and daily business operations of which are controlled by one or more of the minority females, or persons with a disability who own it. (30 ILCS 575/2)

Is Your Company a Minority Owned Business? YES _____ NO _____ “Minority person” shall mean a person who is a citizen or lawful permanent resident of the United States and who is: (a) African American – a person having origins in any of the black racial groups in Africa; or (b) Hispanic - a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race; or (c) Asian American - a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); or (d) Native American or Alaskan Native – a person having origins in any of the original peoples of North America. (30 ILCS 575/2)

Is Your Company a Female Owned Business? YES _____ NO _____ “Female” shall mean a person who is a citizen or lawful permanent resident of the United States and who is of the female gender. (30 ILCS 575/2)

Security Services

Is Your Company a Business Owned By Persons with Disabilities? YES _____ NO _____ "Person with a disability" means a person who is a citizen or lawful resident of the United States and is a person qualifying as being disabled, where "Disabled" means a severe physical or mental disability that: (a) results from: amputation, arthritis, autism, blindness, burn injury, cancer, cerebral palsy, cystic fibrosis, deafness, head injury, heart disease, hemiplegia, hemophilia, respiratory or pulmonary dysfunction, mental retardation, mental illness, multiple sclerosis, muscular dystrophy, musculoskeletal disorders, neurological disorders, including stroke and epilepsy, paraplegia, quadriplegia and other spinal cord conditions, sickle cell anemia, specific learning disabilities, or end stage renal failure disease; and (b) substantially limits one or more of the person's major life activities. Another disability or combination of disabilities may also be considered as a severe disability for the purposes of item (a) if it is determined by an evaluation of rehabilitation potential to cause a comparable degree of substantial functional limitation similar to the specific list of disabilities listed in this definition. (30 ILCS 575/2).

COMPANY NAME _____

SIGNATURE _____

PRINT NAME _____

TITLE _____

ADDRESS OF COMPANY _____

CITY _____ STATE _____ ZIP CODE _____

EMAIL ADDRESS _____

DATE _____

VENDOR INFORMATION SHEET

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Return Bid in Sealed Envelope Marked:

Security Services Bid # 25-03

Addressed to: Mr. Dan Oberg, Director of Business Services
Community High School District 94
326 Joliet Street
West Chicago, Illinois 60185

All Bids Due: 9:30 A.M. CST – Friday, March 28, 2025

Submittal Checklist

Remember to submit the following items with your bid.

- Page 16-17 Bid Reply Sheet
- Page 18 Non-Collusion Affidavit signed and notarized
- Page 19 Certificate of Non-Discrimination
- Page 20 Certification of Eligibility signed
- Page 21 Illinois Drug Free Workplace Act Certification signed by representative and Attest
- Page 22 Certificate of Compliance with Illinois Human Rights Act
- Page 23 Certification of Criminal Background Investigations
- Page 24 References
- Pages 25-26 Vendor Questionnaire
- Page 27 Vendor Information Sheet completed
- Page 28 Courtesy No Bid Response Questionnaire
- Page 29 W-9 - please complete the attached W-9

COURTESY *NO BID* RESPONSE QUESTIONNAIRE

If you are not submitting a price on this bid, District 94 would like your input as to why you are not bidding. Please indicate your reason and return by Bid Due Date to:

Community High School District 94
326 JOLIET STREET
West Chicago, IL
60185

Please mark the outside of the envelope “No Bid”. Thank you.

☐ Previous commitments, too busy.

☐ Too small a job/order.

☐ Too large a job/order.

☐ Our firm not suited for this type of work.

☐ Do not like to submit bids.

☐ Could not schedule site examination.

☐ Do not want to be bonded for this job.

☐ Other

Firm Name

By

Title

Address

City, State, & Zip Code

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.