



## **REQUEST FOR BID**

**RFB NO. B26-1125-03**

**For**

**Forklift Purchase**

**at the**

**JALC Carterville Campus**

Issued:

Monday, November 6, 2025

Submission Deadline:

Thursday, November 20, 2025

2:30 P.M., CST

John A. Logan College  
Purchasing Office, E106  
700 Logan College Drive  
Carterville, IL 62918

618-985-2828 x8260

[purchasing@jalc.edu](mailto:purchasing@jalc.edu)

## REQUEST FOR BID

**John A. Logan College**  
**RFB NO. B26-1125-03 – Forklift Purchase**  
*for*  
**JALC Carterville Campus**

### Overview

John A. Logan College (“The College”) is seeking bids for the purchase of one EKKO Forklift. Specifications to be listed below. The Delivery of the truck ordered must be by June 30, 2025. All times listed in this document are in the Central Time Zone.

### Location

**John A. Logan College – Carterville campus**, 700 Logan College Drive, Carterville, IL 62918.

### Product Specifications

|                        |                               |                                                   |                        |
|------------------------|-------------------------------|---------------------------------------------------|------------------------|
| <b>Make:</b>           | EKKO                          | <b>Overall length with forks:</b>                 | 157in                  |
| <b>Model:</b>          | EK40TLP                       | <b>Min ground clearance:<br/>(at the mast)</b>    | 4.7in                  |
| <b>Operation:</b>      | Propane                       | <b>Max Traveling Speed:<br/>(Loaded/Unloaded)</b> | 10.3mph / 11.2mph      |
| <b>Load Capacity:</b>  | 8500 LBS                      | <b>Mast Overall Height:</b>                       | 86.2in                 |
| <b>Lift Height:</b>    | 185in                         | <b>Free Lifting Height:</b>                       | 37.9in                 |
| <b>Wheelbase:</b>      | 70.8in                        | <b>Overall Height w/Forks<br/>Lifted:</b>         | 234in                  |
| <b>Service Weight:</b> | 11,519 LBS                    | <b>Fork Size:</b>                                 | 42.1in x 5.9in x 1.9in |
| <b>Tire Material:</b>  | Solid Pneumatic Tire          | <b>Battery:</b>                                   | 12/60 V/Ah             |
| <b>Wheel:</b>          | 250-15-16PR /<br>6.50-10-10PR | <b>Engine Mode:</b>                               | PSI 2.4                |
| <b>Service Brake:</b>  | Hydraulic Floor Pedal         | <b>Engine Rated Power:</b>                        | LPG: 63/2700<br>HP/rpm |
| <b>Overall Width:</b>  | 52.9in                        |                                                   |                        |

#### General:

- Contractor will provide a warranty statement that includes a coverage period of no less than one (1) year, as well as the details and guidelines thereto with the submitted proposal.
- Products must be delivered prior to June 30, 2026, to Central Receiving. Address and delivery hours as shown on the PO to be issued.
- Bids must include delivery costs.
- After award, all questions or changes to be coordinated through the JALC Purchasing Office.

The College is eligible to participate in most State awarded contracts that allow community college participation, such as IPHEC, and is a member of several cooperative purchasing groups which may offer favorable contract pricing to its members. If the respondent to this request for bid works with the following cooperative purchasing groups/agencies, please identify that in your bid response and include the associated contract pricing.

The College's Cooperative Purchasing Group Memberships:

- Sourcewell – Member ID 4647
- E&I Cooperative – Member ID 002344
- NPPGov – Member ID M-5829692
- Omnia Partners – Member ID 4052604
- TIPS USA - Member ID 00000238167
- Purchasing Cooperative of America
- GSA Advantage

## Blackout Period

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing during the receipt of questions period and prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. 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 bidder's response.

## Pre-bid Meeting/Examination of Facilities

There will not be a pre-bid meeting.

## Questions and Clarification – Receipt of Questions Period

It is recommended that respondents carefully read the Request for Bid document completely. Questions may be submitted for clarification or interpretation at any time through the end of the receipt of questions period. All communications shall be in writing during this period and emailed to [Shannon.Newman@jalc.edu](mailto:Shannon.Newman@jalc.edu). All questions and answers will be distributed to all prospective bidders in an addendum sent via email. Any oral communication concerning this Bid is not binding amongst any party or respondent to this Bid and shall in no way modify the RFB or the obligation of the College.

The Receipt of Questions period will close at:

**12:00 P.M. (noon) on Tuesday, November 18, 2025.**

## Submission of Bids & Bid Opening

Pursuant to the provisions of Section 805/3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed bids subject to the conditions and requirements made a part hereof will be received by John A. Logan College until **2:00 P.M. on Thursday, November 20, 2025**. Bids will be opened and read aloud at **that time** in the Administration Building Conference Room – A4.

Late submittals will NOT be accepted. It is the sole responsibility of the contractor to ensure timely delivery of their bid. John A. Logan College will not be held responsible for failure of service on behalf of the U.S. Postal Service, courier companies, electronic delivery or any other form of delivery service chosen by the vendor. Bids received after the stated date and time will not be accepted and will be returned unopened. The sealed bids will be publicly opened immediately after the submission deadline. Any information received after this deadline will be disregarded.

Respondents may submit complete proposals with all required forms in one of two ways:

- 1) Via delivery courier of your choice or hand delivered in a sealed envelope marked:

**“Forklift Bid – B26-1125-03”**

- 2) Via Electronic Submission via the JALC Purchasing website following these instructions:

- Go to: <https://jalc.edu/purchasing>
- Click on the link: “[Upload Bids/Quotes](#)”
- Complete webform, attach all files, and submit.

Mail or hand deliver bid responses to:

Shannon Newman, Director of Purchasing & Auxiliary Services  
John A. Logan College, 700 Logan College Drive, Room E106, Carterville, IL. 62918.

\*Bids submitted between 1:45 – 2:30 P.M. on Thursday, November 20, 2025, may be brought directly to Room A4 in the Administration Building for the bid opening.

## Evaluation & Award of Bids

**The Board of Trustees reserves the right to award the bid as deemed in the best interest of the College or reject all bids.**

For the purposes of determining the low bid, pricing will be determined by the bid amount submitted by the Vendor.

Permission to award this purchase will be approved or denied at the monthly **JALC Board Meeting** held on **Tuesday, November 25, 2025**. Contractors will be officially notified in the days following that meeting. The awarded contractor will be issued a Purchase Order by the College.

The College also requests a list of references to determine most responsible and responsive bidder.

## Alternate Offers

Bidders shall submit only one offer. Alternate offers will not be considered. Bidders offering more than one offer will have their bid determined non-responsive.

## Signature on Bids

John A. Logan College District 530 requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

## Bid Changes and Changes After Opening

No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.

Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such an addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Except in unusual cases, an addendum will be issued to reach the bidders at least five (5) days prior to the date established for receipt of bids.

Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instruction. All inquiries shall be directed to the Director of Purchasing & Auxiliary Services. After bids are received, no allowance will be made for oversight by the bidder.

## Acknowledgement of Addenda

The signature of a company official on the original document shall be construed as acknowledgement of receipt of all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

***Failure to acknowledge receipt of addenda on proposal submitted may result in disqualification of proposal.***

## Postponement of Openings

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mail, or in the communication system for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first workday on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

## Disclosure

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

## Background Check

Prior to entering into an agreement, and at the College's request, the awarded Contractor will provide the College permission to complete a background check.

## Vendor Contact Information

The Contractor shall maintain a suitable means of contact, for the College, at all times.

## Tax Exemption

John A. Logan College is exempt from Federal, State, and Municipal taxes.

## Payment

The awarded Contractor shall submit invoices for products delivered or services rendered to the College. Invoices must reference the Purchase Order number as shown on the PO issued to the Contractor at the time of award. Payment terms, and the terms of this contract are NET 30 days after receipt of invoice.

## Contract Period

The contract period shall commence on the date of the PO issued by the College and product shall be delivered by a date agreed to by the contractor and the College; prior to June 30 of the current fiscal year.

## Contract Termination

This agreement may be terminated by either party with, or without, cause with 90 days written notice. At any time, the College may terminate the agreement immediately if quality of work does not meet expected standards, funding is discontinued, reduction in course content or enrollment, or change in scope of College programs and/or policies.

## Laws and Ordinances

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulations, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

## Protection of Work and Property

The Contractor shall be responsible for all damages to persons or property that occur as a result of his/her fault or negligence in connection with the execution of this contract and shall be responsible for the proper care and protection of College property and all materials provided. All work shall be performed solely at the Contractor's risk. Contractor shall take all necessary precautions for safety of all personnel on the work site and shall comply with all applicable safety laws and codes to prevent accidents or injury to people on or about the premises where work is being performed.

## Disadvantaged Business Enterprise

### GOALS FOR MINORITY/FEMALE/PERSONS WITH DISABILITIES BUSINESS PARTICIPATION

John A. Logan 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 certified with the State of Illinois' Commission on Equity and Inclusion in the procurement process.

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/1) is a law requiring state agencies and public institutions of higher education to set aspirational goals to increase the participation of businesses owned by minorities, females, and persons with disabilities in contracts that these public bodies award.

If the bidder is a certified BEP firm with the CEI, please include a copy of the certification with bid submission. BEP certified firms and firms utilizing subcontractors or suppliers for the project shall identify those firms. If there is no minority-owned or female-owned participation in the bid submission, Bidder must include a statement acknowledging such.

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Commission on Equity & Inclusion's (CEI) website for the Business Enterprise Program (BEP) to obtain complete requirements and additional details.

## Indemnification

Vendor agrees to indemnify, defend and hold harmless John A. Logan College, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Vendor/any services of any kind or nature furnished by the Vendor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Vendor on the materials, goods or equipment delivered.

# **APPENDIX A**

## **Required Bid Forms**

- 1) Bid Form
- 2) Bidder's References Form
- 3) Bidder's Certification Form

Any proposal submitted without the required bid forms will be deemed unresponsive.



**John A. Logan College**  
**RFB NO. B26-1125-03 – EKKO EK40TLP Forklift**

***All vendors are responsible for knowing and complying with all applicable federal, state, and local laws and regulations whether they are contained in this document or not.***

*Contractor may also attach a more detailed quote or proposal on company form if desired.*

System for Award Management (SAM)  
Cage Code or Unique Entity ID

If yes, please include a copy of certification from the Illinois Commission on Equity & Inclusion with this bid.

## REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid document. List as references is the three nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

|                            |  |              |  |
|----------------------------|--|--------------|--|
| <b>Name of Entity/Firm</b> |  |              |  |
| <b>Address</b>             |  |              |  |
| <b>City/State/Zip Code</b> |  |              |  |
| <b>Contact Person</b>      |  | <b>Title</b> |  |
| <b>Phone Number</b>        |  | <b>Ext#</b>  |  |

|                            |  |              |  |
|----------------------------|--|--------------|--|
| <b>Name of Entity/Firm</b> |  |              |  |
| <b>Address</b>             |  |              |  |
| <b>City/State/Zip Code</b> |  |              |  |
| <b>Contact Person</b>      |  | <b>Title</b> |  |
| <b>Phone Number</b>        |  | <b>Ext#</b>  |  |

|                            |  |              |  |
|----------------------------|--|--------------|--|
| <b>Name of Entity/Firm</b> |  |              |  |
| <b>Address</b>             |  |              |  |
| <b>City/State/Zip Code</b> |  |              |  |
| <b>Contact Person</b>      |  | <b>Title</b> |  |
| <b>Phone Number</b>        |  | <b>Ext#</b>  |  |

Bidder Signature: \_\_\_\_\_

## JOHN A. LOGAN COLLEGE

### BIDDER'S CERTIFICATION

TO WHOM IT MAY CONCERN:

I, \_\_\_\_\_, being a bidder for sales of goods or services to John A. Logan College hereby certify:

- a. I am not barred from bidding on this contract as a result of violation of 720 Illinois Compiled Statutes, Section 33E-3, within the preceding five years of the submission of this bid.
- b. I am not barred from bidding on this contract as a result of violation of 720 Illinois Compiled Statutes, Section 33E-4, prior to the bidding of this contract.
- c. That as of the date of this certification, I am not aware of any action by any person who is an official of, or employed by John A. Logan College, which would constitute a violation of any of the terms of 720 Illinois Compiled Statutes, Section 33E.

This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery. I understand that the bid submission requires that I provide this certification, and that John A. Logan College will rely upon this certification, and that the above certification is true and accurate to the best of my knowledge.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## JALC GENERAL TERMS AND CONDITIONS

1. Sealed proposals will be received at the Office of the Vice President for Business Services and College Facilities until the hour and date specified and then opened, read, and tabulated. No proposal will be considered if received after the date and hour specified.
2. No proposal will be considered unless submitted on the specification and proposal sheets, attached and made a part thereof. Bidders are required to properly sign proposal forms submitted.
3. Contracts for items on which proposals as accepted will be awarded to the lowest responsible bidder complying with all of the terms and conditions of the specifications. In determining the "lowest responsible bidder", in addition to price, the College may consider other relevant factors including, but not necessarily limited to: a) the ability, capacity and skill of the bidder to perform the contract or provide the service required; b) whether the bidder can perform the contract to provide the service promptly or within the time specified; c) the character, integrity, reputation, judgment, experience and efficiency of the bidder; d) the quality of performance of previous contracts or services (including previous contracts and/or services performed or provided to other public bodies); e) the previous and existing compliance by the bidder with laws and ordinances relating to the contract or services; and f) the sufficiency of the financial resources and the ability of the bidder to perform the contract to provide the services. The Board of Trustees reserves the right to make such selection that, in its judgment, is best suited and most acceptable for the purpose intended.
4. The bidder should be prepared for the College to accept their bid as submitted. However, if you are chosen for the award, you may be required to enter into contract negotiations if we believe it is necessary or desirable. If agreement cannot be reached to the College's satisfaction, we may reject your offer or revoke the award and may begin negotiations with another vendor. Note that any proposed changes and the final contract must be approved or signed by the appropriately authorized College officials.
5. The Community College District #530 reserves the right to reject all offers; to reject individual offers for failure to meet any requirements; to award by item, part or portion of any item, group of items, or total; and to waive minor defects. The College may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the College's benefit and only is to provide the College with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions shall be made solely at our discretion and made to favor the College.
6. All proposals shall be deemed final, conclusive, and irrevocable and shall not be subject to correction or amendment for any error or miscalculation or for any other reason.
7. The College will honor all requests for information regarding bids unless such information is designated as a "trade secret" by the person or company submitting the bid. If challenged, the College will, after giving notice, release such "trade secrets" to the requesting party unless the bidder agrees in writing to indemnify and hold harmless the College from any legal action that may be brought against the College as a result of withholding such information.
8. The quality of goods, products, materials, equipment, workmanship, and services shall be as per specifications and/or per sample and must be to the satisfaction of the Board of Trustees.

The Board of Trustees shall have full power and authority to reject any materials furnished that, in its opinion, are not in strict conformity with the requirements of the specifications, or equal in every respect to the exact item described therein or to the sample submitted.

Unless otherwise provided in the specifications, all goods, products, materials, and equipment furnished pursuant to the proposal shall be FACTORY NEW, and any deviation therefrom will constitute just cause for rejection.

9. In all cases where goods, products, materials, or items of equipment are designated by a particular manufacturer, brand name, or number, and the bidder desires to quote a substitute that he considers to be equally serviceable, he may do so by submitting a proposal on such substitute of equal merit; in such event, however, his proposal must so state the manufacturer's name, trade name, or number of the substitute. When no sample is submitted or the manufacturer's name, trade name, or number designated has not been changed by the bidder, it shall be agreed and understood that said bidder will furnish the exact item described in the specifications. A sample of the product quoted may be requested by the Board of Trustees. Specifications of the product must accompany bid proposal forms.

The approval of the Board of Trustees of the selection of a substitute bid item shall be required.

10. The Board of Trustees reserves the right to increase or decrease by ten percent (10%) the quantity of any item on the specifications on which proposals are accepted.
11. Unless otherwise stated in specifications, it shall be agreed and understood that the bidder will deliver all items in the specifications on which proposals are accepted to Central Receiving, John A. Logan College, Carterville, Illinois, free of all freight, drayage, express, or other excess charges. Bidders are cautioned not to include Illinois Retailers' Occupational Tax, Federal Excise Tax or Transportation Tax when submitting proposals as such taxes are not applicable to purchases by the Board of Community College District #530.
12. No increase in price shall be permitted during the term of the contract.
13. The proposal pursuant hereto shall be and shall remain in full force and effect for a period of sixty (60) days after the date of opening bids.
14. Supplier will deliver materials in accordance with instructions given on purchase orders issued.
15. These terms and conditions are applicable to, incorporated in, and made a part of all proposals submitted pursuant to invitations to bid issued by the Board of Trustees, and applicable to, incorporated in, and made a part of all purchase contracts.
16. John A. Logan College intends to fully comply with all Illinois Statutes affecting purchases, including Illinois Compiled Statutes, Chapter 720, Section 5/33E et seq. To that end, a certificate will be required of bidders submitting proposals to the College stating that they are not barred from bidding on contracts as a result of violations of Illinois Statutes and that they are not aware of any violations by College officials or employees.
17. The bidder agrees to conform with all applicable State and Federal Statutes, including those listed in attached Compliance Requirements with Illinois Statutes.

## JOHN A. LOGAN COLLEGE

### COMPLIANCE REQUIREMENTS WITH ILLINOIS AND FEDERAL STATUTES

In the performance of all contracts with John A. Logan College, contractors must conform to all applicable Illinois and statutory requirements, as well as any rules or regulations promulgated thereunder as it relates to labor, including but not necessarily limited to the following:

A. Rules and Regulations Prescribed Through the Illinois Human Rights Act.

In the event of the contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, disability, including physical or mental disabilities unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disabilities unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to

ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the subcontractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuse to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

B. An Act Regulating the Wages of Laborers, Mechanics and Other Workers Employed in Public Works.

The Illinois Compiled Statutes, Chapter 820, Section 130-1 et seq. (Prevailing Wage Act), provides, in part, that the contractor, subcontractor, etc., shall pay to all laborers, workers and mechanics engaged in the construction of public works, under this contract, not less than the prevailing rate of wages for work of a similar character in the locality of this project.

C. An Act Prohibiting Unwelcome Sexual Advances. Requests for Sexual Favors, and Other Verbal or Physical Conduct of a Sexual Nature Explicitly or Implicitly as a Term or Condition of an Individual's Employment

Title VII, Section 703 of the Civil Rights Act of 1964 and the 1972 Amendment, in part, states that an employer is responsible for its acts and those of its supervisors and employees with respect to sexual harassment, and employers should take all steps necessary to prevent sexual harassment from occurring; e.g., expressing strong disapproval by adopting a policy stating that the contractor does not tolerate it from its employees in any form, and persons who commit the same shall be subject to corrective action, including disciplinary measures up to and including dismissal.

NOTE: All contractors are responsible for knowing and complying with all applicable federal or state laws whether they are contained in this document or not.