

BIG HOLLOW SCHOOL DISTRICT # 38
26051 W. NIPPERSINK RD, INGLESIDE IL 60041
TELEPHONE (847) 740-1490

Robert B. Gold, Superintendent

INVITATION TO BID

The BIG HOLLOW SCHOOL DISTRICT NUMBER 38 does hereby invite sealed bids for:

CUSTODIAL SERVICES

7/1/20 – 6/30/23

(option to renew each July 1st)

Bids received until **Tuesday, January 7, 2020 at 10:00 a.m.** by mail or delivered by hand to the Business Office of Big Hollow School District Number 38, 26051 W. Nippersink Rd., Ingleside, Illinois. Bid opening will be held in the Business Offices, Big Hollow School District No. 38. Envelopes must be marked **CUSTODIAL SERVICES BID attention Robert Gold.**

Those desiring to bid may obtain copies of the specifications and other bidding information from the Business Office, Big Hollow School District Number 38, 26051 W. Nippersink Road, Ingleside, Illinois, Monday through Friday, between 9:00 a.m. and 3:00 p.m.

PREBID MEETING: A prebid meeting will be held **Thursday, December 6th at 1:00 p.m.** at the Big Hollow Middle School Building located at 26051 W. Nippersink Road, Ingleside, IL 60041. If, as a result of the prebid conference, it is necessary to modify these instructions or the specifications, an addendum shall be issued and made available to the public and all parties to the prebid conference.

The District will award the contract to the lowest responsible bidder who is responsive to the bid specifications and is in the best interest of the District. The District reserves the right to reject any and all bids, accept bids in whole or in part, or to award all or part of the contract to one or more bidders without disclosure of a reason.

Big Hollow School District #38
INVITATION TO BID
CUSTODIAL SERVICES-SPECIFICATIONS

1. The Contractor shall furnish all labor, cleaning supplies and cleaning equipment necessary for the accomplishment of all work. All cleaning supplies and equipment shall be included in the bid price. District requires vacuum cleaners to be bag less or have paper bags with HEPA filters. A listing of materials to be used in the performance of the contract must be submitted to the District with the bid. MSDS sheets are to be provided for all products.
2. The Contractor shall provide qualified personnel to perform operative custodial functions. All employees hired by the Contractor subsequent to the award of the contract shall first be approved by the District prior to starting work and will be subject to criminal background checks at the expense of the contractor. Contractor will provide copies of the criminal background checks to the District.
3. The District shall reserve the right to require the Contractor to remove from any site any employee of the Contractor who the District deems incompetent or detrimental to the best interests of the District.
4. The Contractor shall be responsible for instructing employees in safety measures and District policy and practice, to insure compliance with generally accepted safety practices.
5. The Contractor shall require and monitor proper wearing of clothing and other protective wear, including protective eyewear and gloves, where applicable, by all employees.
6. Daily and continuous supervision by competent and experienced people shall be provided by the Contractor. All supervisors and lead custodians must be able to communicate (written and verbal) at a 6th grade level in English. Include an explanation of supervisory procedures.
7. The Contractor will provide support for school-related events, i.e., athletic events, plays, concerts, banquets, etc. This will include pre and post event set up and cleanup.
8. The Contractor must store all cleaning and other solutions in a locked storage unit. All cleaning and other solutions must be clearly and correctly marked with contents.
9. The Contractor shall establish and implement a green cleaning policy and exclusively purchase and use environmentally-sensitive cleaning products pursuant to the *Green Cleaning Schools Act*, 105 ILCS 140/1 and the Illinois Green Government Coordinating Council guidelines.
10. Contractors are required to submit a list of all school districts or businesses currently under contract. This list will include the name of the district or business, address, phone number, person to be contacted and scope of operation at that location.

11. Contractors are required to submit references for quality of services in the last five (5) years and a list of any penalties or bonuses/rewards applied to contracts in the last ten (10) years. A list of any contracts that ended before their term also must be provided.
12. The Contractor must provide a statement concerning the depth, extent, scope and availability of support personnel, including the amount of personnel representation, visitation and coverage by supervisors and staff personnel.
13. The Contractor must provide the name, address, and phone number of the manager in charge of the contract. The manager shall have complete authority with respect to all matters relating to the performance of this contract. This shall include matters relating to personnel and the changes and substitutions thereof; however, the District reserves the right to request and expect a change in management staff if there appears to be sufficient cause for such an action.
14. Contractor shall provide a complete list of names and addresses for all employees assigned to work in the buildings on a semi-annual basis.
15. Monthly supervisory reports are to be provided. Initial weekly meetings between a representative of the District, the on-site manager and at least one supervisory support person shall be held. These meetings will continue until such time as the District deems a modified schedule is necessary.

SERVICE SCHEDULE

A. CLASSROOMS, OFFICES, LIBRARIES, LABS, STAGES, MUSIC ROOMS

	FREQUENCY
• Dry dust teacher and office desks	daily
• Dry dust ledges, sill, air vents	monthly
• Dry dust bookshelves	daily
• Dry dust all computer screens, keyboards, phones	2 x's/month
• Wet dust/sanitize computer screens, keyboards, phones	2 x's/month
• Empty waste containers-replace liner	daily
• Disinfect wipe student chairs, desks, tables	2 x's/week
• Realign student chairs, desks, tables	daily
• Empty pencil sharpener	daily
• Dust and spot mop floors	daily
• Remove cobwebs/dust from ceilings & light fixtures	3 x's/year
• Dust and clean doors, door frames, light switches	3 x's/year
• Damp mop floors with clean soapy water	daily
• Strip and re-finish tile floors (3-6 coats)	2 x's/year
• Rebuff tile floors	1 x/year
• Vacuum and spot clean carpeted floors	daily
• Shampoo carpeted floors	2 x's/year
• Dry dust Venetian blinds	3 x's/year
• Disinfect-wipe sinks	daily
• Disinfect-wipe science lab tables	daily

- Window cleaning – interior weekly
- Window cleaning – exterior 1 x/year

B. RESTROOMS AND LOCKER ROOMS

- | | FREQUENCY |
|---|-----------|
| • Clean and sanitize – Toilet bowls and urinals | daily |
| • Clean and sanitize – Sinks and fixtures | daily |
| • Clean – mirrors | daily |
| • Refill & wipe down – Hand soap, towels, tissue containers | daily |
| • Refill & wipe down – Sanitary napkin dispensers | daily |
| • Damp mop and disinfect floor | daily |
| • Disinfect and wipe down stall doors and shower walls | daily |
| • Empty waste containers-replace liners | daily |

C. CORRIDORS, LOBBIES, VESTIBULES AND STAIRWAYS

- | | FREQUENCY |
|--|-------------|
| • Clean and sanitize drinking fountains | daily |
| • Empty waste containers- replace liners | daily |
| • Dust and spot clean sills and ledges | daily |
| • Dust and spot mop floors | daily |
| • Vacuum and spot clean carpeted floors | daily |
| • Strip and re-finish tile floors | 2 x 's/year |
| • Rebuff tile floors | 1 x/year |
| • Shampoo carpeted floors | 2 x 's/year |
| • Remove cobwebs/dust from ceilings & light fixtures | weekly |
| • Dust and spot mop stairways | daily |
| • Damp mop stairways | weekly |
| • Clean entry area vestibule windows/doors | daily |
| • Damp wash and sanitize outside lockers | 3 x 's/year |
| • Damp wash and sanitize inside of lockers | Summer |
| • Scrub and seal concrete floors | Summer |
| • Power scrub floors in winter months | daily |
| • Damp wash walls | 3 x 's/year |

D. NURSE'S OFFICE

- | | FREQUENCY |
|---|--------------|
| • Clean and sanitize drinking fountains and sinks | daily |
| • Empty waste containers/sanitize & replace liners | daily |
| • Dust and spot clean sills, ledges, bookcases, air vents | monthly |
| • Strip and re-finish tile floors (3-6 coats) | 2 x 's/year |
| • Damp mop floors with clean soapy water | daily |
| • Remove cobwebs/dust from ceilings & light fixtures | weekly |
| • Clean and disinfect beds | daily |
| • Dry dust all computer screens, keyboards | 2 x 's/month |

- Wet dust/sanitize phone daily
- Wet dust/sanitize computer screens, keyboards 2x's/monthly
- Dust and spot clean doors, door frames, light switches monthly

E. GYMNASIUMS

- | | FREQUENCY |
|---|------------|
| • Clean and sanitize drinking fountains and sinks | daily |
| • Empty waste containers-replace liners | daily |
| • Dust and spot clean sills, ledges, bookcases, air vents | monthly |
| • Dry dust and spot mop floors – ALL GYMS | daily |
| • Power scrub – ALL GYMS | weekly |
| • Wash climbing wall – ELEMENTARY GYM | 2 x's/year |
| • Remove cobwebs/dust from ceilings & light fixtures | weekly |
| • Dust and spot clean doors, door frames, light switches | 2 x's/year |
| • Vacuum auditorium draperies | 2 x's/year |
| • Spot clean Middle School bleachers | weekly |
| • Damp clean Middle School bleachers | 3 x's/year |
| • <i>Middle School gym is not to be stripped</i> | |

F. FACULTY DINING ROOM

- | | FREQUENCY |
|---|-------------|
| • Clean and sanitize drinking fountains and sinks | daily |
| • Empty waste containers-replace liners | daily |
| • Damp clean countertops | daily |
| • Sanitize all tables and chairs | daily |
| • Dust and spot mop floors | daily |
| • Vacuum and spot clean carpeted floors | daily |
| • Strip and re-finish tile floors (3-6 coats) | 2 x's/year |
| • Damp clean microwave oven inside and out | daily |
| • Remove cobwebs/dust from ceilings & light fixtures, air vents | monthly |
| • Empty, deep clean and sanitize refrigerators | Summer Only |
| • Dust and spot clean doors, door frames, light switches | monthly |
| • Wash front of all cabinets | 1 x/year |

G. CAFETERIA

- | | FREQUENCY |
|---|-------------|
| • Clean and sanitize drinking fountains and sinks | daily |
| • Dust and spot mop floors | daily |
| • Strip and re-finish tile floors (3-6 coats) | 2 x's/year |
| • Remove cobwebs/dust from ceilings & light fixtures, air vents | monthly |
| • Empty, deep clean and sanitize refrigerator | Summer Only |
| • Dust and spot clean doors, door frames, light switches | weekly |
| • Power scrub floors | daily |

H. KITCHEN/DISHROOMS

- All walls, stainless steel, and shelving will be washed
- Floors will be washed/scrubbed
- Dust and mop floors
- Clean hand sinks and bathrooms
- Storage room floor

FREQUENCY
Summer only
monthly
daily
daily
1 x/year

I. RECYCLING CONTAINERS

- Empty recycle container from classrooms & workrooms into 32 gallon recycle container
- Take 32 gallon Recycle container to container located in parking lot

FREQUENCY
Daily

weekly

J. CLOSING

- Lock interior and exterior doors and windows
- Set alarms for each building

FREQUENCY
daily
daily

K. OTHER

- Upon finishing cleaning-close and lock classroom doors

FREQUENCY
daily

QUALIFICATIONS

Following are the minimum requirements for a contractor to qualify for submitting a bid on the District Custodial Services:

1. Must be an established entity registered to do business in the State of Illinois.
2. Must employ experienced and trained personnel.
3. Must comply with the requirements of all applicable codes and regulating bodies at the national, state and local levels.
4. Must submit evidence demonstrating the ability to successfully perform custodial services.
5. Must submit an official audited financial statement, current bond certificate and insurance documentation.

6. Contractors will have been in business providing professional Custodial Services for a minimum of three years.
7. Contractor must demonstrate the financial ability, in their own right, necessary to support and administer the financial requirements incurred through the operation of custodial services of the school district.
8. Contractor must meet all conditions of the school employee Illinois Criminal Background Investigation requirements.

CONTRACT AWARD

The Contractor deemed successful by the Board of Education shall enter into a Contract which will embody all of the conditions, requirements and specifications in these bid documents. The District reserves the right to reject any or all submitted proposals.

CONTRACT MODIFICATION AND/OR TERMINATION

This Contract may not be assigned or transferred by the Contractor without written approval and consent of the Board of Education.

The Contractor agrees that any significant change in its management, directorship, or in the offices of President and Secretary (unless by mutual agreement of the parties hereto), may be considered a default in this Contract on the part of the Contractor and shall be cause for the Board of Education, as its sole option or election, to cancel this Contract.

The District reserves the right to call to the attention of the Contractor any incomplete or defective work and require corrective measures are taken within a reasonable amount of time. Failure to take corrective measures within a reasonable amount of time after notification or otherwise fail to meet the conditions outlined in this bid document shall be deemed a breach of contract.

In the event of an alleged breach of any of the provisions of this Contract at any time following the date which services commence hereunder, the offended party shall, by written notice, give to the offending party three (3) days commencing with the receipt of said notice, to correct the alleged breach. In the event said alleged breach is not so remedied to the satisfaction of the offended party within the three-day period, the offended party may at its discretion give written notice to the offending party that, at the end of an additional seven (7) day period commencing with the expiration of the above mentioned three (3) day period, the offended party shall consider this Contract canceled and that it intends to be released from all obligations thereunder.

The District shall have the right to terminate the Contract effective June 30, of any year of the Contract, for any reason, upon providing at least ninety (90) days prior written notice.

INSTRUCTIONS TO BIDDERS

1. General

- a. Bids shall be submitted in an envelope properly marked with the title of the bid and the date and time of opening.
- b. Bids must be sealed and delivered to the business office on or before the time scheduled for the opening.
- c. All bids shall be made using only the attached bid documents.
- d. Unsigned or late bids will not be considered, except where waived by the Board at its discretion.
- e. Big Hollow School District #38 is not subject to Federal Excise Tax or Illinois Retailers Occupational Tax.
- f. Prices quoted shall include all charges for packing, transportation and delivery to the School Building or District Office as designated in the Bid Documents.
- g. Correspondence shall be addressed to the Superintendent. Bids are available for inspection in the Business Office by appointment after the award of orders.
- h. Oral, telephonic, telegraphic or facsimile transmitted bids will not be accepted. The use of District transmission equipment by Bidders is prohibited.

2. Errors and Omissions

All proposals shall be submitted with each space properly completed. The special attention of Bidders is directed to the policy that no claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the proposals as submitted. Should bidders find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Superintendent who will issue the necessary clarifications to all prospective Bidders by means of addenda. It is the responsibility of the Bidder to determine whether the District has issued addenda. Lack of knowledge of addenda will not be grounds for a Bidder to withdraw a bid after the bid opening or to fail to enter into the contract after the award of the bid.

3. Firm Bid

All bids shall be deemed firm and irrevocable offers that remain valid from the date of receipt by the District until sixty (60) calendar days after the bid opening date. No correction, amendment, or modification, of any Bid will be allowed from the date of receipt by the District until sixty (60) calendar days after the bid opening date without the consent of the District.

4. Withdrawal/Modification of Bids

Once opened, no bid shall be subject to correction or amendment for any reason, including any error or miscalculation. No bid shall be withdrawn after receipt by the District date without consent of the District.

5. Investigation of Bidders

- a. The business office will make such investigation as is necessary to determine the ability of the Bidder to fulfill bid requirements. The Bidder shall furnish such information as may be requested and shall be prepared to show completed similar to those included in the bid.
- b. The Board of Education reserves the right to reject any bid if it is determined that the Bidder is not properly qualified to carry out the obligations of the Contract.

6. Reservation of Rights by the Institution

The Board of Education reserves the right to reject any or all bids, to waive irregularities and to accept the lowest responsible Bidder, considering conformity with specifications, terms of delivery, quality, and serviceability. All items shall be new unless otherwise specified.

7. Compliance with all Laws

- a. This Contract shall be governed and construed in accordance with the laws of the State of Illinois. If any provision hereof shall be held to contravene any applicable law, such provision shall be deemed reformed to the extent of conforming to said law, and in all other respects the terms hereof shall remain in full force and effect. The Contractor shall comply with all applicable laws, regulations and rules promulgated by the Federal, State, County, Municipal and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the Contract. Included within the scope of the laws, regulations and rules referred to in this Paragraph, but in no way to operate as a limitation, are all forms of traffic regulations, public utility and Interstate Commerce Commission regulations, Workers' Compensation Laws, the Social Security Act, Occupational Safety and Health Act, the Consumer Product Safety Act, and the Illinois School Code.
- b. It shall be mandatory that the Contractor will not discriminate against any employee or applicant for employment upon any grounds prohibited by the Human Rights Act (775 ILCS 5/1-101) and further that the Contractor will comply with all provisions of the Human Rights Act including, but not limited to, rules and regulations of the Illinois Human Rights Commission.
- c. 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 further agrees that this Paragraph will be incorporated by the Contractor in all contracts entered into with suppliers of materials and services, subcontractors and labor organizations, furnishing skilled, unskilled, or craft union skilled labor, or may perform any such labor or service in connection with this Contract.

- d. Further, by its Bid Form, the Contractor will certify that it has adopted and implemented a written sexual harassment policy in full compliance with Public Act 87-1257 and Section 2-105A (4) of the Illinois Human Rights Act, 775 ILCS 5/2-105A (4), and in case of the Contractor having 25 or more employees, a drug free workplace policy and practice in full compliance with Section 3 of the Illinois Drug Free Workplace Act, 30ILCS 580/3. As well, the Contractor will comply with the tobacco prohibition of the School Code.
- e. Finally, by its Bid Form, the Contractor will certify that it is not ineligible for award of this Contract by reason of debarment for a violation of any of the above-referenced laws and regulations and acknowledges that any breach of the foregoing provisions shall constitute a breach of this Contract.
- f. Failure of the Contractor to be in compliance with this Paragraph shall be cause for the District to terminate the Contract.

9. Independent Contractor Status

The Contractor is an independent contractor and in providing service hereunder, shall not be deemed to be the agent of the District. All persons performing work hereunder for the Contractor shall be employees or sub-contractors of the Contractor, not of the District, and all work performed by such persons shall be under the control and supervision of the Contractor, not the District. The Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of personnel directly employed by the Contractor.

10. Signature Constitutes Acceptance

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

11. Contracts

The successful bidder will be required to enter into the contract attached as Appendix F incorporating the terms and conditions of this bid.

12. Examination of Documents and Site

Before submitting a proposal for work on any project, each Bidder shall carefully examine the project site and/or blueprints and the Contract documents, fully inform itself of existing

b. Automobile Liability Insurance

\$1,000,000 combined single limit per occurrence for bodily injury and property damage and include coverage for all owned, non-owned and hired automobiles.

c. Commercial General Liability Insurance

The following limits must be provided:

- \$1,000,000 each occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Completed Operations Aggregate
- \$1,000,000 Personal Injury

This policy shall include the following coverage:

- a. Premises/Operations
- b. Independent Contractors
- c. Products/Completed Operations
- d. Contractual Liability -Blanket
- e. Broad Form Property Damage
- f. Personal Injury – Offenses A, B, C, - exclusion C deleted Contractual Liability Coverage, including the "Indemnification of School District and Architect" (hold harmless agreement), must be fully insured under this policy for the liability limits set forth above. In addition, Care, Custody, and Control and XCU exclusions shall be removed from all policies under this Contract and suitable coverage provided subject to the approval of the District. The Contractor is responsible for all claims arising out of sales and delivery of cleaning goods on the premises and injury and/or death caused by the vendor's delivery vehicles on and immediately adjacent to the premises.

d. Umbrella Liability Insurance

It is required that an umbrella policy be written for a minimum of \$2,000,000 for bodily injury and property damage. This umbrella policy shall be in excess of the limits of the primary policy outlined above. All such insurance shall not be modifiable or cancelable without thirty (30) days written notice being given to the District. All insurance shall indicate that it is primary and any material change shall cause notice to District 38 thirty (30) days prior to the change.

15. Total Price for All Items Bid

A total bid dollar amount, regardless of whether or not the Bidder is bidding all items, must be entered in the appropriate section of the Bid Form before signing and submitting the bid.

16. Hold Harmless and Indemnification

The Contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the Board of Education and its members individually, their officers, employees,

servants and agents, from and against all claims, actions, suits, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including reasonable legal fees incurred by owner arising out of:

- a. Any infringement (actual or claimed) of any patents, copyrights or trade names by reason of any work performed or to be performed by the Contractor under this Contract or by reason of anything to be supplied by the Contractor pursuant to this Contract.
- b. Bodily injury, including death, to any person or persons (including Contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof: Caused in whole or in part by an act, error or omissions by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder, arising directly or indirectly out of the presence of any person in or about any part of the project site or the streets, sidewalks and property adjacent hereto, or arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this Contract.

Contractor agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on District property, and waive any limitation of liability defense based on the *Workers' Compensation Act* against claims by District for indemnification or contribution; and further agree to indemnify and defend District and its Board members, agents and employees and volunteers (Indemnitees) from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for Contractor's own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and subcontractors.

If such provision is not contained within a subcontractor contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assume all subcontractor liability for such indemnification of or contribution to District.

17. Late Bids

Bids received after the time specified in the Invitation to Bid will not be considered, unless late submission is waived by the District at its discretion. The method of transmittal of the bid proposal is at the Bidder's risk of untimely receipt by the School District. The use of District equipment for transmission of bids is prohibited.

18. Contract and Bid Price

The successful bidder(s) will be required to enter into the Contract attached as Appendix F incorporating all of the terms and conditions outlined in these bid documents.

The Bidder shall provide all labor, materials, tools, minor equipment, supplies, incidentals, etc. necessary and required for completion of the work specified, and shall include the cost in the bid price. Costs for vehicles, and grass cutting equipment should be itemized in SECTION II on the pricing sheet.

19. Extra Work and Modification of Contract

The District, without invalidating the contract, may order extra work or make changes in the work and if deemed necessary, the contract sum will be adjusted accordingly. A contract addendum or change order will be issued and signed by the District and Contractor. All such work shall be executed under the conditions of the original contract. All such changes shall be agreed to and recorded in writing. In giving instructions, the District shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the proposed work. Before becoming effective, all change orders must be signed by all parties indicated.

The District reserves the right to contract any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he or she shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

The successful Bidder will be liable for the payment of Sales Taxes on the materials which it purchases for fulfilling this Contract except as noted below. The contractor and its affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property.

20. Bid Security

Bidder shall submit bid security with its bid to guarantee that if the bid is accepted, a contract will be entered into and the performance of the contract properly secured. Bid security shall be payable to the District in an amount of ten (10%) of the Bidder's bid price for the first year of service and in the form of a certified check or bid bond issues by a surety company.

The bid security of the three lowest-priced bidders will be retained until the successful Bidder has executed the contract agreement and furnished the required Insurance and Performance Bond, whereupon all retained bid securities will be returned. If the successful Bidder fails to execute a contract and furnish the required Insurance and Performance Bond within fifteen (15) days of the bid opening, then the bid security shall be forfeited. Other bidders bid security deposit will be returned within twenty (20) days of the bid opening.

21. Performance Bond

Bidder shall submit the cost of a Performance Bond for consideration by the district for each year of service in the amount of one hundred (100%) percent of the yearly contract sum as security for the faithful performance of this contract, and for payment of all persons performing labor and furnishing products in connection with this work.

If the district elects to accept a Performance Bond, submit Bonds using the American Institute of Architect's combined Form AIA Document A312. Forms reproduced by the surety companies are not acceptable.

In order to be acceptable by the District as a surety, the contractor's bonding company shall:

- a. Hold a "Certificate of Authority" acceptable to the US Treasury Department and be listed in that department's current publication of "Bond Qualifiers" with underwriting limitations not less than ten (10%) percent above the contract sum;
- b. Be a corporate surety company authorized to do business in the state in which the work is being performed under this contract and conditions of the bonds shall meet requirements of the statutes of that state and all other applicable provisions of state law; and
- c. Have an A.M. Best rating of a VII or higher.

22. Legal Requirements

- A. All bidders are required to complete certifications including, but not limited to, the following:
 1. Certification of Eligibility to Contract
 2. Certificate of Compliance with a Drug Free Work Place Act
 3. Certificate of Non-discrimination
 4. Certificate Regarding Sexual Harassment Policy

Appendix A
PRICING FOR CUSTODIAL SERVICES – ALL SCHOOLS

The undersigned, after carefully examining the requirements and specifications and having become familiar with local conditions, proposes to provide and furnish all the labor, materials, tools, equipment and items outlined in the Bid Specifications.

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Annual Contract Amount	_____	_____	_____
Option 1: (option 1 includes all areas)			
Annual Contract Amount	_____	_____	_____
Option 2: (option 2 includes all areas except: Offices, Libraries, Restrooms, Nurse’s Offices, Faculty Dinner Room and Kitchens/Dishrooms~see map)			

Special Request Costs:

Regular Time per hour:	_____	_____	_____
Overtime per hour:	_____	_____	_____

BID SECURITY: Enclose a bid security deposit in the form of a Bid Bond or a Certified check in an amount not less than 10% of the annual cost for the first year of the contract.

State dollar amount \$ _____

This may be forfeited if Contractor does not meet specifications

Firm Name: _____

By: _____
(Authorized Agent of Contractor) Signature

Print Name

Title

Date

Appendix B
CERTIFICATE OF ELIGIBILITY TO
CONTRACT

I, _____, pursuant to Section 5/10-20.21(b) of the School Code, hereby certify that neither I nor any of my partners, or officers or owners of _____
(NAME OF BUSINESS)

1. Have ever been convicted of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 *et seq.*, as amended;
2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of _____
(NAME OF BUSINESS) and its affiliates have and will continue to collect and remit Illinois Use Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 *et seq.* In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

Date: _____

Authorized Agent of Bidder

Subscribed and Sworn before me

This ___ day of ___, 20___

NOTARY PUBLIC

Appendix C
CERTIFICATE OF COMPLIANCE WITH A
DRUG FREE WORK PLACE ACT

I, _____, as an authorized agent, do hereby certify that
_____ (check appropriate box):
(NAME OF BUSINESS)

- Has 25 or more employees and, pursuant to Section 3 of the Illinois *Drug Free Workplace Act*, 30 ILCS 580/1 *et seq.*, 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*.
- I further certify that _____ is not ineligible for award of
(NAME OF BUSINESS)
contract by reason of debarment for a violation of the Illinois *Drug Free Workplace Act*.
- Has less than 25 employees and shall provide a drug free workplace for all employees engaged in the performance of work under the contract.
- In certifying to the above, I hereby acknowledge that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

Date: _____

Authorized Agent of Bidder

Subscribed and Sworn before me

this ___ day of __, 20__

NOTARY PUBLIC

Appendix D
CERTIFICATE OF NON-DISCRIMINATION

I, _____ as an authorized agent, do hereby certify that
_____ does not engage in discriminatory practices
(NAME OF BUSINESS)
regarding employment or delivery of or access to services and programming and that it
fully complies with the requirements of federal and State civil rights laws, including but
not limited to: the Illinois *Civil Rights Act of 2003*, P.A. 93-0425; *Illinois Human Rights
Act*, 775 ILCS 5/1-101 *et seq.*; the *Americans with Disabilities Act*, 42 U.S.C. 12101 *et seq.*,
and the *Rehabilitation Act of 1973*, as amended, 29 USC 701 *et seq.*, as well as the rules
and regulations promulgated thereunder.

In certifying to the above, I hereby acknowledge that the School Board may declare any
contract awarded pursuant to this bid void if this certification proves false.

Date: _____
_____ Authorized Agent of Bidder

Subscribed and Sworn before me

this ___ day of __, 20__

NOTARY PUBLIC

Appendix E
CERTIFICATE REGARDING
SEXUAL HARASSMENT POLICY

_____, does hereby certify pursuant to Section 2-105 of the
(NAME OF BUSINESS)

Illinois *Human Rights Act* (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment under State law;
- (iii) a description of sexual harassment, utilizing examples;
- (iv) an internal complaint process including penalties;
- (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission;
- (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and
- (vii) protection against retaliation.

Date: _____

Authorized Agent of Bidder

Subscribed and Sworn before me

this ___ day of __, 20__

NOTARY PUBLIC

Appendix F

AGREEMENT BETWEEN BOARD OF EDUCATION
OF BIG HOLLOW SCHOOL DISTRICT NO. 38
AND
[NAME OF CONTRACTOR]

THIS AGREEMENT is made as of the _____ day of _____, 20____, by and between the Board of Education of Big Hollow School District No. 38, Lake County, Illinois (hereinafter "Board" or "District") and [NAME OF CONTRACTOR AND TYPE OF LEGAL ENTITY] (hereinafter "Contractor").

WITNESSETH:

WHEREAS, District has selected Contractor to provide the services described herein; and

WHEREAS, Contractor desires to provide such services;

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the parties agree as follows:

1. DURATION OF CONTRACT

The Contract shall be effective from the beginning of the ___ school year, and shall continue in full force and effect through the end of the ___ school year.

The parties may mutually agree to extend the contract for the ___ school year and thereafter extend the contract for the ___ school year.

2. BID SPECIFICATIONS

Contractor shall provide services to the District in accordance with terms and conditions outlines in this bid package, including without limitation the Custodial Services Specifications, Instructions to Bidders, Appendices A through E, and this Agreement (hereinafter "Bid Documents"). The Bid Documents, addenda, Contractor's bid and this Agreement (collectively the "Contract Documents") shall constitute the full and entire agreement for the services contemplated hereunder.

3. DOCUMENT SUPREMACY

In the event any term or provision of one Bid Document conflicts with a term or provision of another, the term or provision of this Agreement shall prevail over all other documents. The terms and provisions of the bid specifications shall prevail over the bid sheet.

4. **PAYMENT**

In consideration for services provided under the Bid Specifications, the District shall pay to Contractor all sums due and owing and calculated in accordance with the Bid Specifications at the rates set forth on Contractor's bid proposal attached hereto as Exhibit B. Contractor shall submit monthly invoices pursuant to the Bid Specifications and the District shall pay said invoices within the applicable period identified in the *Illinois Local Government Prompt Payment Act*.

5. **TERM**

The Contract shall commence July 1, 2020, and terminate June 30, 2023, unless terminated earlier as provided in the Contract Documents. The District, in its sole discretion, may extend the term of the Agreement up to two (2) additional one (1) year terms. The parties may mutually agree to extend the Agreement on a year- to-year basis thereafter. The compensation to be paid by District to Contractor during the extension periods, if any, shall be in accordance with the Contract Documents. The District shall have the right to terminate the Contract effective June 30 of any year of the Contract, for any reason, by providing at least ninety (90) days prior written notice.

6. **PLACE OF CONTRACT**

This Agreement shall be deemed to be made and shall be construed in accordance with the laws of the State of Illinois.

7. **SAVINGS CLAUSE: INTENT**

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

Contractor shall not assign this Agreement without prior written consent of the District. This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than the Contractor and District. No other party other than the Contractor and District, or their successors or assigns, shall have any right or standing to enforce or pursue legal action to enforce this Agreement.

8. **NOTICES**

Notices pursuant to this Agreement shall be in writing and deposited in U.S. mail, postage prepaid, or by registered or certified mail, or facsimile, effective upon delivery. Notices to the District shall be addressed to:

Robert B. Gold
Superintendent
Big Hollow School District No.
38 26051 W. Nippersink Road
Ingleside, Illinois 60041

Telephone: (847) 740-1490 x 5402

Notices to the Contractor shall be addressed to:

District or Contractor may change its address of record for receipt of official notice by giving the other party written notice of such change and/or any necessary delivery instructions.

9. PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL PROPERTY

Contractor acknowledges that pursuant to Section 11-9.3 of the *Criminal Code* (720 ILCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without specific notification to and permission of the Superintendent or Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. Contractor shall ascertain that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify Contractor if they have been convicted of a sex offense restricting their presence on school property. Contractor will then provide appropriate and immediate notification to District.

10. ALCOHOL AND TOBACCO USE PROHIBITED

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first written above.

Contractor:

Board of Education of
Big Hollow School District
38
Lake County,
Illinois

Contractor

President

Dated: _____

Its: _____
Secretary

Dated: _____

