

I. ADVERTISEMENT FOR BIDS

BOARD OF EDUCATION OF ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS FOR CUSTODIAL/CLEANING SERVICES

The Board of Education of Zion Elementary School District 6, Lake County, Illinois, is seeking bids for **CUSTODIAL/CLEANING SERVICES**.

Bid packages will be available at the Business Office located at the District Administration Offices, at 2800 29th Street, Zion, IL, 60099, starting on **May 14, 2024 at 8:00am**.

A mandatory Pre-Bid Meeting will be held on **May 22, 2024 at 2:00pm** at the District Administration Offices, at 2800 29th Street, Zion, IL, 60099. All interested bidders must attend this meeting to be considered for the work. A one-time opportunity to visit the school buildings will occur immediately following the pre-bid meeting. Questions or requests for interpretation must be submitted in writing to ssnyder@zion6.org, with a copy sent to jugarte@zion6.org, no later than **4:00pm on May 24, 2024**.

Bids must be submitted in a sealed envelope in accordance with the Bid Documents no later than **9:00am, on May 31, 2024** at the District Administration Offices, at 2800 29th Street, Zion, IL, 60099. Facsimile and electronic bids will not be accepted. Bidders are responsible for ensuring timely delivery of their bids; no late bids will be accepted. Bids will be opened and read aloud at the District Administration Offices, located at 2800 29th Street, Zion, IL, 60099, at **9:00 pm, on May 31, 2024**.

The contract shall be awarded to the lowest responsible, responsive bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board. The Board of Education reserves the right to set aside a Bid from a contractor who, in the District's opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit per the specifications. Any such decision shall be considered final.

Business Office
Zion Elementary School District 6
2800 29th Street
Zion, IL 60099

II. BID SUBMISSION FORM AND ATTACHED COST BREAKDOWN
BOARD OF EDUCATION OF
ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS

Bid Description: **CUSTODIAL/CLEANING SERVICES**

The provision of custodial services, and all labor, equipment and materials required therefore, for Zion Elementary School District 6, as described in the Bid Documents, for the period of July 1, 2024, to June 30, 2027, with the option to extend the Contract on a year to year basis thereafter, for a price mutually agreed by the Parties upon extension, subject to the terms stated in the Bid Documents.

Bid Submission Date: **May 31, 2024 at 9:00am**

Date and Time of Bid Opening: **May 31, 2024 at 9:00am**

Bid Deposit: **[10% of 1st Year Contract Price]**

Payment and Performance Bond: **[100% of 1st Year Contract Price]**

Base Bid Price (Annual Total) for 2024-2025: _____

Bid Price (Annual Total) for 2025-2026: _____

Bid Price (Annual Total) for 2026-2027: _____

COST BREAKDOWNS FOR EACH YEAR FOLLOW THIS PAGE

**BOARD OF EDUCATION OF
ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS**

**BID PROPOSAL FORM
COMBINED COSTS
CUSTODIAL HOUSEKEEPING, SEASONAL PROJECTS, SUPPLIES/EQUIPMENT
for period of July 1, 2024, to June 30, 2025**

PRICING INFORMATION

I. GENERAL HOUSEKEEPING (2,080 hours each)

Work Preformed	Minimum Total People	Minimum Total Hours	Bid Hourly Rate	Total Labor Cost Extended
Day Custodians	13	<i>27,040</i>		\$
Night Custodians	12	<i>24,960</i>		\$
Sub-total	25	<i>52,000</i>		

II. SUPERVISION

Work Preformed	Minimum Total People	Minimum Total Hours	Bid Hourly Rate	Total Labor Cost Extended
Day Supervisor/ Project Manager	1	<i>2,080</i>		\$
Night Supervisor	1	<i>2,080</i>		\$
Sub-total	2	<i>4,160</i>		\$
GRAND TOTAL				

TOTAL LABOR COSTS (I & II): _____

III. SUPPLIES AND EQUIPMENT EXPENSE

A.	Cleaning Supplies (<i>see</i> Appendix B, includes, but not	\$
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	limited to: mops, floor finish, toilet paper, can liners, paper towels, hand soap, etc.)	
B.	Equipment (<i>see</i> Appendix B, includes, but not limited to vacuums, buffers, etc.)	\$
C.	Equipment maintenance and repair	\$
D.	Vehicle expenses	\$
	SUB-TOTAL	\$

IV. MISCELLANEOUS EXPENSES

A.	Payroll Taxes, Worker’s Compensation, General Liability, State and Federal Unemployment, Social Security	\$
B.	Vacation and sick pay	\$
C.	Training Costs (ADA, bloodborne pathogens, asbestos training, Right to Know, immunizations)	\$
D.	Employee Group Insurance (mandatory fully-funded by contractor)	\$
E.	Other Benefits (non-mandatory), please explain:	\$
F.	Corporate Overhead and Administrative Fees	\$
	SUB-TOTAL	

TOTAL NON-LABOR COST (III & IV) \$ _____

GRAND TOTAL (I, II, III, & IV): \$ _____

V. ADDITIONAL BUILDING COVERAGE

A. Special Request Work

Regular Cost per Hour for “special request” work \$ _____

Overtime Cost per Hour for “special request” work \$ _____

B. Building Coverage Work

Regular Cost per Hour for “building coverage” work \$ _____

Overtime Cost per Hour for “building coverage” work \$ _____

**BID PROPOSAL FORM
COMBINED COSTS
CUSTODIAL HOUSEKEEPING, SEASONAL PROJECTS, SUPPLIES/EQUIPMENT
for period of July 1, 2025, to June 30, 2026**

PRICING INFORMATION

I. GENERAL HOUSEKEEPING (2,080 hours each)

Work Performed	Minimum Total People	Minimum Total Hours	Bid Hourly Rate	Total Labor Cost Extended
Day Custodians	13	<i>27,040</i>		\$
Night Custodians	12	<i>24,960</i>		\$
Sub-total	25	<i>52,000</i>		\$

II. SUPERVISION

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Night Supervisor	1	<i>2,080</i>		\$
Sub-total	2	<i>4,160</i>		\$
GRAND TOTAL				

TOTAL LABOR COSTS (I & II):

\$ _____

III. SUPPLIES AND EQUIPMENT EXPENSE

A.	Cleaning Supplies (<i>see</i> Appendix B, includes, but not limited to: mops, floor finish, toilet paper, can liners, paper towels, hand soap, etc.)	\$
B.	Equipment (<i>see</i> Appendix B, includes, but not limited to vacuums, buffers, etc.)	\$
C.	Equipment maintenance and repair	\$
D.	Vehicle expenses	\$
	SUB-TOTAL	\$

IV. MISCELLANEOUS EXPENSES

A.	Payroll Taxes, Worker’s Compensation, General Liability, State and Federal Unemployment, Social Security	\$
B.	Vacation and sick pay	\$
C.	Training Costs (ADA, bloodborne pathogens, asbestos training, Right to Know, immunizations)	\$
D.	Employee Group Insurance (mandatory fully-funded by contractor)	\$
E.	Other Benefits (non-mandatory), please explain:	\$
F.	Corporate Overhead and Administrative Fees	\$
	SUB-TOTAL	

TOTAL NON-LABOR COST (III & IV) \$ _____

GRAND TOTAL (I, II, III, & IV): \$ _____

V. ADDITIONAL BUILDING COVERAGE

- A. Special Request Work**
 - Regular Cost per Hour for “special request” work \$ _____
 - Overtime Cost per Hour for “special request” work \$ _____
- B. Building Coverage Work**
 - Regular Cost per Hour for “building coverage” work \$ _____
 - Overtime Cost per Hour for “building coverage” work \$ _____

**BID PROPOSAL FORM
 COMBINED COSTS
 CUSTODIAL HOUSEKEEPING, SEASONAL PROJECTS, SUPPLIES/EQUIPMENT
 for period of July 1, 2026, to June 30, 2027**

PRICING INFORMATION

I. GENERAL HOUSEKEEPING (2,080 hours each)

Work Performed	Minimum Total People	Minimum Total Hours	Bid Hourly Rate	Total Labor Cost Extended
Day Custodians	13	<i>27,040</i>		\$
Night Custodians	12	<i>24,960</i>		\$
Sub-total	25	<i>52,000</i>		\$

II. SUPERVISION

Work Performed	Minimum Total People	Minimum Total Hours	Bid Hourly Rate	Total Labor Cost Extended
Day Supervisor/ Project Manager	1	<i>2,080</i>		\$
Night Supervisor	1	<i>2,080</i>		\$
Sub-total	2	<i>4,160</i>		\$
GRAND TOTAL				

TOTAL LABOR COSTS (I & II):

\$ _____

III. SUPPLIES AND EQUIPMENT EXPENSE

A.	Cleaning Supplies (<i>see</i> Appendix B, includes, but not limited to: mops, floor finish, toilet paper, can liners, paper towels, hand soap, etc.)	\$
B.	Equipment (<i>see</i> Appendix B, includes, but not limited to vacuums, buffers, etc.)	\$
C.	Equipment maintenance and repair	\$
D.	Vehicle expenses	\$
	SUB-TOTAL	\$

IV. MISCELLANEOUS EXPENSES

A.	Payroll Taxes, Worker’s Compensation, General Liability, State and Federal Unemployment, Social Security	\$
B.	Vacation and sick pay	\$
C.	Training Costs (ADA, bloodborne pathogens, asbestos training, Right to Know, immunizations)	\$
D.	Employee Group Insurance (mandatory fully-funded by contractor)	\$
E.	Other Benefits (non-mandatory), please explain:	\$
F.	Corporate Overhead and Administrative Fees	\$
	SUB-TOTAL	

TOTAL NON-LABOR COST (III & IV) \$ _____

GRAND TOTAL (I, II, III, & IV): \$ _____

V. ADDITIONAL BUILDING COVERAGE

- A. Special Request Work**
 - Regular Cost per Hour for “special request” work \$ _____
 - Overtime Cost per Hour for “special request” work \$ _____
- B. Building Coverage Work**
 - Regular Cost per Hour for “building coverage” work \$ _____
 - Overtime Cost per Hour for “building coverage” work \$ _____

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

III. BID CONDITIONS

BOARD OF EDUCATION OF ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS

1. DEFINITIONS

- 1.1 “BOARD” or “SCHOOL DISTRICT”: The Board of Education of Zion Elementary School District 6, Lake County, Illinois.
- 1.2 “BID DOCUMENTS” include:
- I. Advertisement
 - II. Bid Submission Form and Attached Cost Breakdown
 - III. Bid Conditions
 - IV. Bid Specifications
 - V. Bid Certifications Forms
 - VI. Qualification Statement
 - VII. Custodial Services Contract
 - VIII. Appendix A- School Listing / Staff Sizing
 - IX. Appendix B – Supplies and Equipment
 - X. Courtesy “No Bid” Questionnaire
- 1.3 “SELLER” or “CONTRACTOR”: The successful bidder.

2. FORM OF BID

- 2.1 Bid Submission: The Advertisement for Bids, Bid Submission Form, the Qualification Statement, the Bid Deposit, the Payment and Performance Bond, if required, and the executed Contract must be submitted to the Administrative Office at 2800 29th Street, Zion, IL, 60099, no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed envelope addressed to Business Office and labeled CUSTODIAL/CLEANING SERVICES BID. The name, address, and phone number and a contact must be listed on the outside of the bid. The sealed bid must be submitted on the forms provided.
- 2.2 Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 Bid Deposit: The proposal shall be accompanied by cashier's check, certified check or a satisfactory bid bond in an amount equal to ten percent (10%) of the first year's bid amount unless otherwise specified. The bid deposit guarantees that if the contract is awarded, the bidder will execute the contract, furnish the performance bond, if

required, and furnish the services specified. The bid deposit may be retained as liquidated damages and the award withdrawn in case Bidder fails to meet these guarantees. Compliance with the provisions herewith will be determined in all cases by the District and their determination will be final. Any proposal submitted without being accompanied by any of the foregoing, when required, may be rejected. Any proposal accompanied by a bid deposit not properly executed in the opinion of the District may be rejected. Certified checks or bid bond of all unsuccessful bidders will be returned promptly after the awarding of the bid to the successful contractor. The certified check or bid bond of the successful bidder shall be returned after the filing of said performance bond, proper execution of said contract, and the furnishing of the required insurance certificates.

- 2.4 Performance Bond: The successful bidder will be required to furnish a performance bond and labor and material bond, in the amount of 100% of the first year's contract amount within ten (10) days after acceptance of the bid guaranteeing the faithful performance of the contract. The form of the surety bond shall be acceptable to Board. Failure to furnish such bonds will result in forfeiture of the bid security as liquidated damages. Such bond shall remain in full force until completion and final acceptance of the job by the Board. Anticipated contract award June 2024.
- 2.5 Delivered Price: The bid price must be a total price for all services and supplies provided under the Contract. The bid price must be firm for at least sixty (60) calendar days after the latest date for submission of bids.
- 2.6 Qualification: The bidder shall submit with the Bid Submission Form a fully completed and executed Qualification Statement on the form contained in the Bid Documents.
- 2.7 Contract: As a condition of all bids, the bidder shall enter into a written agreement as prepared by the Board of Education. Such agreement shall incorporate these specifications including but not limited to a provision which would permit the Board of Education to cancel this agreement upon 30 days' written notice. The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents. The term of this contract is from July 1, 2024, to June 30, 2027. One contract will be issued on a District-wide basis to include the eight locations stipulated.

If the District renews the contract, for subsequent years, the rate will be a price mutually agreed by the Parties upon extension, subject to the terms stated in the Bid Documents.

3. WITHDRAWAL OR MODIFICATION OF BID

- 3.1 Withdrawal or Modification of Bids: A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any withdrawn bids must be picked up by the submitter. Any withdrawn bids, not picked up by the required time, will be shredded the evening before the bid opening. Any modification to a bid may be made only by substitution of another bid prior to the date and time of the bid opening. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) day period shall forfeit the Bid Deposit.
- 3.2 Bid Complete Work: Bidders are required to bid on the total base bid work as listed in the specifications. Bids for less than the total work will not be considered.
- 3.3 Late Bids: Bids received after the time specified in the Bid Documents will not be considered.
- 3.4 Mandatory Pre-Bid Meeting: A **mandatory** pre-bid meeting will be held for all prospective contractors bidding the project on **May 22, 2024 at 2:00pm** at District Administration Offices, at 2800 29th Street, Zion, IL, 60099. Bidders who do not appear at the pre-bid meeting on that date and time will have their bids rejected and shredded the evening before the bid opening.

4. BIDDER REPRESENTATIONS

- 4.1 Complete Understanding: By submitting a bid, each bidder warrants and represents that he or she has read and understands the Bid Documents in their entirety.
- 4.2 Specifications: By submitting a bid, each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.3 Authorized Representative: By submitting a bid, each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
- 4.4 Bid Rigging and Bid Rotating: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The Contractor agrees that if this certification is false, the Board may declare the Contract void.

- 4.5 Drug Free Workplace Certification. By submitting a bid, Contractor certifies that it will provide a drug free workplace as required by the Illinois *Drug Free Workplace Act*. 30 ILCS 580/1 *et seq.*

5. AWARD

- 5.1 Award of Bids: Bids shall be awarded to the lowest responsible, responsive, bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board. The Board reserves the right to select the bid best suiting the needs of the District in accordance with law. Each Bidder understands that the award of the bid is in the sole discretion of the Board, and agrees to indemnify the Board from any costs and expenses, including legal fees, incurred by the Board in defending a legal challenge by the Bidder to the Board's contract award.
- 5.2 Bid Reservation: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding and/or rebid the service.
- 5.3 Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to Samantha Snyder, Business Office, a written request for an interpretation. Any questions or request for interpretation must be submitted via email to ssnyder@zion6.org, with a copy to Jugarte@zion6.org. Any interpretation of the Bid Documents will be made only by addendum duly issued by Samantha Snyder, Business Office. A copy of such addendum will be emailed or delivered to each person receiving a set of such Bid Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.

6. QUALITY OF GOODS AND WORK

- 6.1 General: Contractor shall supply all services, goods and equipment specified herein. Contractor shall supply all cleaning and custodial products to the District as needed to perform the Work and as stated herein, including but not limited to the cleaning supplies listed in the Bid Specifications and Appendix B. In addition, Contractor shall supply all equipment to the District as needed to perform the Work and as stated herein, including but not limited to the equipment listed in the Bid Specifications and Appendix B. The District reserves the right to demand an inventory of Contractor's supplies and/or equipment at any time and to demand itemized proof of Contractor's purchase, possession, use and maintenance of the supplies and/or equipment required hereunder.

- 6.2 Inspection: All material and workmanship shall be subject to inspection and test by the Board. The Board reserves the right to reject any goods which contain defects in material or workmanship or which fail to meet the Bid Specifications contained herein or the Contractor's warranties (express or implied). Rejected goods shall be removed at the expense of the Contractor, including transportation both ways, promptly after notification of such rejection. As to rejected goods, the Contractor shall bear all costs of inspection and all risk of loss.
- 6.3 Warranties: The Contractor makes the following warranties to the Board and users of the goods and services herein described: (a) it will, at the date of delivery, have good title to any and all goods supplied hereunder, and said goods will be free and clear of any and all liens and encumbrances; (b) any and all goods and services supplied hereunder will be of merchantable quality; (c) any and all goods and services supplied hereunder will be fit for the particular use intended, will be free from defects, whether patent or latent, in material or workmanship, and will be in full conformity with the specifications contained herein. The Contractor agrees that the foregoing warranties shall survive acceptance of the goods or services, and that said warranties shall be in addition to any warranties of additional scope given to the Board by the Contractor. The Contractor shall, at its sole cost and expense, promptly repair or replace to the Board's complete satisfaction all goods/services received for a period of one (1) year from date of acceptance, unless the Bid Specifications require a greater warranty period.

7. DELIVERIES/TIME

Time is of the essence. Deliveries contemplated in the performance of services shall be made to the Board's receiving area or designated installation site as appropriate or required under the terms of the Bid Documents. Services shall be provided at the location and times specified in the Bid Documents.

8. QUALIFICATIONS

Each bidder shall include a signed copy of the enclosed Qualification Statement, with all attachments requested therein. Qualifications should be as thorough and detailed as possible so the School District may properly evaluate the Contractor's capabilities to provide the required services.

9. MISCELLANEOUS

- 9.1 Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.

The successful bidder will be liable for the payment of Sales and Use Taxes on the materials, which it purchases for fulfilling this contract. It remains the responsibility of the bidder to procure, inventory, dispense, and budget for all cleaning supplies.

- 9.2 Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing. The Board will not waive its right to subrogation.
- 9.3 Default: If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
- 9.4 Compliance with Applicable Law: A contract will be awarded with the understanding that the successful bidder will 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 this Contract. Laws, regulations and rules referred to in this paragraph include, but are not limited to, all forms of traffic regulations, public utility and Intrastate Commerce Commission regulations, Worker's Compensation Laws, the *Social Security Act*, the *Occupational Safety and Health Act*, the *Consumer Product Safety Act*, the *Illinois School Code* and the *Illinois Motor Vehicle Code*.
- No bid shall be considered responsive unless accompanied by, among other requisite documents and information specified herein, a signed Certificate Regarding Sexual Harassment Policy, Certificate of Eligibility to Bid, a Certificate of Compliance with the Illinois Drug-Free Workplace Act, and Non-Collusion Affidavit. Such certificates are included with Appendix A. Bidders must use the forms provided, without modification or erasure.
- 9.5 Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 9.6 Independent Contractor: Bidder acknowledges that it is an independent contractor and not an employee of the Board and that the contractors' employees are, and shall remain at all times, employees of the bidder. Accordingly, neither the bidder nor its employees are entitled to any rights, benefits or privileges whatsoever to which the Board's employees are entitled.
- 9.7 Sub-Contractors: All capabilities and resources must be provided directly by the Contractor's organization as compared to a specified service, provided by a

subcontractor. All regular workers must be employees of the Contractor. No subcontracted workers will be allowed.

- 9.8 Insurance: The Contractor shall procure and maintain at its own cost and expense:
- a. comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate;
 - b. umbrella or excessive liability coverage in a minimum amount of \$10,000,000 per occurrence and in the aggregate;
 - c. worker's compensation coverage in the minimum statutory amounts; and
 - d. comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage.

Each of the Carrier's policies of insurance shall name the Board of Education of Zion Elementary School District 6, its individual Board members, officers, employees, and agents as additional insureds for any claims arising out of the performance or acts of the Carrier in accordance with the terms of the Agreement. With the exception of worker's compensation insurance, unless permitted under such policy, all insurance required of the Carrier shall be primary and non-contributory. The Carrier will provide the District with a current insurance certificate at all times which indicates proof of the existence of the policy, showing the name of insured and additional named insureds, and providing for a minimum sixty (60) day "Notice of Cancellation" clause.

The insurance company(ies) providing the coverage indicated above must have a "Best" insurance rating of "A" as a minimum.

- 9.9 Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder; and (2) any breach by the bidder of the Bid Documents.
- 9.10 Criminal Background Checks: The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. Each employee of the Contractor or subcontractor shall submit to a fingerprint-based criminal history records check conducted by the District prior to working on school

grounds. The Bidder shall ensure, at its own expense, that required fingerprint-based criminal history records checks are conducted on all their employees assigned to work on the District's property. The School District will fingerprint all new staff assigned to work in the District as disclosed by Bidder, per the Illinois *School Code*, 105 ILCS 5/10-21.9. All fingerprinting charges will be taken as a credit on the next invoice received. Such criminal background checks will be performed at Contractor's or subcontractor's expense and at no cost to the Board. In the event any employee of the Contractor or subcontractor has been convicted of any prohibited offense set forth in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80, said employee shall be promptly removed from the site and replaced by another individual. The Board reserves the right to direct the Contractor, at any time during the term of the Contract and any extensions thereof, to immediately obtain additional criminal background investigations of any of the Contractor's or subcontractor's employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80. In addition, Contractor shall provide a check of the Statewide Murderer and Violent Offender Against Youth Database, as authorized by the Murderer and Violent Offender Against Youth Community Notification Law, and the Statewide Sex Offender Database, for each employee. The checks of the Murderer and Violent Offender Against Youth Database and the Statewide Sex Offender Database must be conducted by the Contractor annually for each employee who will provide services to the School District.

- 9.11 Presence of Child Sex Offenders or Disruptive Persons On Board Property: The Contractor acknowledges that, pursuant to the *Illinois 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 the specific notification to and permission of the Board. 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. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from its grounds of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board's policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor. The contractor must provide quarterly documentation that none of its employees appear of the Sex Offender Database.
- 9.12 Physical Fitness to Perform Job Duties: All employees of the Contractor or subcontractors for whom a criminal history records check is required must also

provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.

- 9.13 Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

- 9.14 Time Clocks and Invoices: Contractors shall be responsible for providing appropriate time keeping protocols. All employees must have time keeping records associated with services provided for the District. Employee time documentation should be used for billing purposes and must be available for inspection by the Business Office as requested. The Contractor will provide detailed information related to each employee, specific hours worked, and building assignment with every monthly invoice.

The successful bidder shall submit invoices for all services monthly. All invoices must contain a detailed breakdown of each employee, hours worked, and location of services, on a monthly basis. If the breakdown is insufficiently detailed or contains any information that is inaccurate or inadequately documented or out of compliance with the Contract, in the School District’s sole and exclusive discretion, the School

District shall deduct appropriate sums from payment attributable to all related costs, plus a related proportion of corporate overhead and administrative fees. In addition, if Contractor's employees are paid less than the rate specified in Contractor's bid, the School District will be entitled to a credit for the difference.

9.15 Employee Character and Appearance

School District shall reserve the right to require successful contractor to remove from any site any employee of the contractor who shall be deemed incompetent or detrimental to the best interest of the School District. Since cleaning service employees may be performing their duties while students, parents, or activity groups are in the building(s), it is absolutely mandatory that all Contractor employees be of high moral character and properly attired at all times. See Section IV, sub-section 7 regarding Uniforms.

IV. BID SPECIFICATIONS

CUSTODIAL/CLEANING SERVICES

BOARD OF EDUCATION OF ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS

1. GENERAL SPECIFICATIONS

1.1 Manner of Performing Work:

All work to be performed hereunder shall be done in a prompt, regular, workmanlike, hygienic and safe manner so as to result in a clean, safe, healthful and attractive school environment that complies with all cleaning standards requirements of the State of Illinois and the reasonable requirements of the District's administration.

All heavy cleaning services shall be performed after school hours, except as needed in special or emergency situations.

1.2 Base Bid Personnel:

The following job classifications will be utilized at eight (8) Buildings (for specific numbers of persons per building, please see Appendix A):

1.2.1 **General Housekeeping Personnel**

- a. Day Custodians: Personnel to perform all the housekeeping functions as delineated in Sections 3.1.1 through Sections 3.1.3 of the Bid Specifications document
- b. Night Custodians: Personnel to perform all the housekeeping functions as delineated in Sections 3.2.1 through Sections 3.2.8 of the Bid Specifications document

1.2.2 **Day and Night Supervisors**

Personnel to be responsible for the training, supervision, and implementation of all cleaning programs throughout the District, as delineated in Sections 1.3, Sections 3.1.1 through Sections 3.2.8, and Section 3.3 of the Bid Specifications document,

Contractor must provide thirty-day (30) written notice for a change of any on-site Supervisor.

- ###### 1.2.3
- Contractor must provide an updated list of all employees and assigned locations within 24 hours of a change in assigned personnel. No newly hired staff may begin work until background check is completed. Any recommended adjustments in staffing (e.g. assignments, number of staff, hours, etc.) must be communicated to the Director of Buildings and Grounds

in writing, at least **48 hours** prior to implementation, and must receive District approval prior to implementation.

1.2.4 The staffing for both Day and Night Custodians shall be at least the minimum staffing level that is shown later in this document and on the Cost Breakdown included with Contractor's Bid. The cleanliness of facilities shall remain unchanged if employees are absent due to vacation or illness.

1.3 Supervision and Communication:

Person(s) to be responsible for the training, supervision and implementing of all cleaning programs at their respective assigned school(s) must be able to communicate with all workers and district staff. Supervisors include the day and night supervisors and all lead positions. The supervisor and lead positions must be able to communicate effectively (written and verbal) in English. Supervisors and lead position employees must also be able to effectively communicate in the language, if different, spoken by the Contractor's night custodians assigned to their areas.

Day and night supervisors are responsible for: a) maintaining a skilled labor force; b) efficiently supervising employee work, using best practices, skills, and judgement; c) maintaining safety; d) training methods, techniques, and procedures; and e) organizing the procurement of supplies and equipment.

1.4 Shift Change Transition:

At the beginning of each shift, the lead or supervisor may be required meet with the District Buildings and Grounds Supervisor to receive communications about specific building duties that need attention for each shift.

1.5 Floor Work:

Personnel responsible for all floor maintenance include waxing, buffing, scrubbing, and stripping of all resilient and hard surfaces throughout each school.

Gym floors will be reconditioned as agreed upon by the District and Contractor.

1.6 Seasonal Work:

Personnel who perform summer, winter and spring break cleaning are to follow the specifications listed under Section 4,

1.7 Building and Security Checks:

At the end of each shift, weekends, holidays, and days where no custodial personnel will otherwise present in any or all the District's buildings, one or more experienced custodian(s) shall conduct building security checks. Such checks shall be performed in each building and shall consist of: a) walking through major areas of the building(s) including mechanical areas and bathrooms; b) checking for any security and or maintenance problems (e.g. unlocked doors, broken windows, or plumbing

problems); c) reporting any such problems to appropriate district personnel; d) securing the building(s), including activation of the alarm system; and e) responding to afterhours security and fire alarms and reporting the events to the District Buildings and Grounds Supervisor.

1.8 Other Job Classifications:

The School District will not limit work classifications to those listed above. The Contractor may determine that other job classifications can best serve the School District and should feel free to make those recommendations.

2. **CALENDAR**

2.1 School Year:

Copies of the 2023-2024 and 2024-2025 school calendars are attached. The calendars are representative of a normal school attendance year. The School District annually adopts a similar school calendar. Should the School District calendar alter the performance of this Contract, the parties will meet to discuss the impact and any necessary changes to these specifications or the then-adopted agreement.

2.2 Work Performed During School District Breaks:

See Section 4, Seasonal Work, for specific seasonal projects.

2.2.1 Summer Break Projects: Summer project work will run from the last school attendance day until the first day of attendance in the following school year.

2.2.2 Winter Break Projects: Winter break project work will run during the winter break as specified in the school year calendar.

2.2.3 Spring Break Projects: Spring break project work will run during the winter break as specified in the school year calendar.

3. **JANITORIAL CLEANING SPECIFICATIONS**

3.1 Day Custodian:

3.1.1 Day Custodian Duties

The Day Custodian, working hours between 6:30am and 3:00pm, is responsible for completing the following duties on a daily basis, as well as duties assigned by the, Supervisor of Buildings and Grounds, Business Manager, Building Principals, and Superintendent of Schools, or as assigned by work order:

- a. Open building in preparation for daily business
- b. Spot-check the Night Custodian's work
- c. Maintain functionalities of the building to ensure:
 - proper environment for conducting business

- proper functioning of all equipment
- proper adherence to safety principals
- d. Provide services to principals and building staff, including:
 - Delivery and pick up of building interoffice mail when needed
 - Supply building related information
 - Communication to night custodial staff
 - Moving, storage and repair of furniture
- e. Maintain inventory of consumables, including, but not limited to: toilet paper, hand soap, and other items as appropriate. See Appendix B for supplies.
- f. Clean and service assigned areas including: kitchen; cafeteria; washrooms adjacent to cafeteria; and electrical, storage, and maintenance rooms.

3.1.2 Day Custodian Cleaning Procedures

- a. Sweep floors
- b. Wet mop floors where needed with disinfectant solution
- c. Remove trash
- d. Clean glass and mirrors
- e. Dust and spot clean walls and ledges
- f. Clean and sanitize washroom fixtures
- g. Replace consumables in dispensers

3.1.3 Periodic or Seasonal Duties

- a. Assist in receiving dock operations
- b. Assist maintenance staff, maintenance journey and evening custodian when needed
- c. Train subordinate staff
- d. Provide services for community organizations
- e. Direct and assist in summer cleaning operations
- f. Event setup
- g. Shovel snow and salt (sidewalks and entryways only)
- h. Garbage pick up
- i. Parking lot/Play lot clean up

3.2 Night Custodian:

The Night Custodian, working hours between 3:00pm and 11:30pm, is responsible for cleaning the following areas or components on the following schedule:

3.2.1 Classrooms, Offices, Stairwells, Hallways, and Gymnasiums

3.2.1.1 Daily Cleaning Tasks:

- a. Empty wastebaskets and return to room from which taken
- b. Transport to and deposit into compactor all waste materials such as cans, bottles, trays, waste paper and other materials when specifically, so

directed

- c. Transport and deposit recyclable materials to appropriate containers
- d. Dust and mop all hard surface floors
- e. Clean and sanitize drinking fountains
- f. Spot clean desktops in office areas
- g. Clean counter tops
- h. Spot clean reception lobby glass, including front doors
- i. Damp wipe all chalkboards and marker boards and clean trays
- j. Spot clean all internal glass in partitions, doors and windows
- k. Spot clean walls, heating units and lockers as needed
- l. Clean sinks in all laboratories
- m. Spot clean student desktops and remove graffiti
- n. Empty and clean pencil sharpeners; also, clean wall area around sharpeners as needed
- o. Dust tops of hallway lockers
- p. Remove dust and cobwebs from ceiling areas
- q. Spot clean all display cases
- r. Clean all entry doors glass, both sides
- s. Replace any non-working lamps and light bulbs
- t. Vacuum all carpets and mats
- u. Other duties as assigned

3.2.1.2 Weekly Cleaning Tasks:

- a. Clean and sanitize tables and desk tops
- b. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and railings
- c. Dust all furniture and equipment, including desks, chairs and tables in office area
- d. Dust all exposed filing cabinets, bookcases and shelves
- e. Low dust all horizontal surfaces to 7-foot heights, including sills, moldings, ledges, shelves, railings and frames
- f. Dust window ledges near corridors in all classrooms and stairwells.

3.2.1.3 Monthly Cleaning Tasks:

High dust above 7-foot height all horizontal surfaces – including shelves, moldings, ledges, AV screens, light fixtures

3.2.1.4 Semi-Annual Tasks:

- a. Clean all desktops – office area
- b. Dust window blinds
- c. Wash down all furniture

3.2.1.5 As-Needed Tasks:

- a. Pick up trash around buildings

- b. Lock up and secure buildings
- c. Activate building alarms
- d. Move furniture
- e. Set up and break down chairs, tables, etc. for any approved functions
- f. Wet mop floors
- g. Snow removal and salting of sidewalks and entryways as needed
- i. Garbage pick up
- j. Parking lot/Play lot clean up

3.2.2 Washrooms, Locker Rooms and Coaches' Locker Rooms

3.2.2.1 Daily Cleaning Tasks:

- a. Clean, sanitize and polish all vitreous fixtures – including toilet bowls, urinals and hand basins
- b. Clean and polish all chrome fittings
- c. Clean and sanitize toilet seats
- d. Clean and polish all glass and mirrors
- e. Empty all containers and disposal, insert liner as required
- f. Spot clean and sanitize exterior of all containers
- g. Empty and sanitize interior of sanitary container
- h. Spot clean metal partitions
- i. Remove spots, stains, and splashes from wall areas; remove graffiti
- j. Remove fingerprints from doors, frames, light switches, handles, etc
- k. Refill all dispensers to normal limits: tissue, towels, liners, and sanitary napkins. Supplies to be furnished by bidder.
- l. Strip and remove all soil and soap scum in shower areas
- m. Clean and sanitize all floor and wall areas
- n. Dust top of lockers
- o. Wipe clean and flush toilet bowls and urinals with appropriate cleaning supplies.

3.2.2.2 Monthly Cleaning Tasks:

- a. High dust above 7-foot height all horizontal surfaces, including shelves, ledges and moldings
- b. Wash all door kick-plates

3.2.3 Eating Areas: Student and Faculty Cafeterias and Lounges

3.2.3.1 Daily Cleaning Tasks:

- a. Clean and sanitize drinking fountains
- b. Empty, clean and sanitize all garbage cans
- c. Spot clean interior glass in partitions, doors and all other interior windows
- d. Damp wipe all tabletops and seats
- e. Spot clean walls

- f. Low dust all horizontal surfaces to 7-foot height, including sills, moldings, ledges, frames, ducts, heating outlets, etc.
- g. Scrub all floor surface areas

3.2.3.2 Weekly Cleaning Tasks:

High dust above 7-foot height all horizontal surfaces – including shelves, ledges and molding

3.2.3.3 Three Times Yearly Tasks:

- a. Deep scrub and refinish all floor surface areas (strip and refinish summer only)
- b. Wash down all walls
- c. Wash down all furniture

3.2.4 Kitchen Areas

3.2.4.1 Daily Cleaning Tasks:

- a. Empty all garbage cans
- b. Scrub and sanitize floors; heavy mopping necessary

3.2.4.2 Yearly Cleaning Tasks:

Wash all walls, ceilings and ceiling grills

3.2.5 Floors: Resilient, Ceramic, and Quarry Tile Surfaces

Daily Cleaning Tasks:

- a. Dust mop or sweep entire building, including gymnasium
- b. Damp mop classroom spillage
- c. Scrub hallways
- d. Sanitize locker room
- e. Sweep and wet mop stairwells and landings
- f. Sweep and damp mop all entryway vestibules
- g. Spray buff hallway floors as needed

3.2.6 Floors: Concrete Surfaces

3.2.6.1 Daily Cleaning Tasks:

- a. Sweep
- b. Wet mop spillage

3.2.6.2 Yearly Tasks:

Scrub and seal with cover sealer

3.2.7 Floors: Carpeting and Entryway Runners

Daily Cleaning Tasks:

- a. Vacuum entire carpeted areas
- b. Inspect for spots and stains. Remove if possible.

- c. Vacuum all entryway runners daily and shake our excess dirt as needed
- d. Hang up and dry out all wet runners

3.2.8 Furniture: Fabric or Plastic

3.2.8.1 Daily Cleaning Tasks:

Inspect for and remove spots and stains

3.2.8.2 Yearly Cleaning Tasks:

Brush or damp wipe clean

3.3 Supervisor Responsibilities:

3.3.1 General Responsibilities

- a. Ensure all schools are manned with Day and Night Custodians daily
- b. Order all cleaning supplies for the School District and ensure they are distributed to each school, to ensure proper cleaning
- c. Ensure that Contractor-provided equipment is in good working order and useable
- d. Respond to security and fire alarms in the evening and report the issues to the Buildings and Grounds Manager
- e. Ensure that all windows and doors are locked daily, prior to setting the security alarm
- f. Notify the Building and Grounds Manager of emergencies or problems at the buildings
- g. Train new personnel hired for all schools
- h. Train several night personnel in day functions, such as cafeteria duties, and minimum daily functions to substitute for any day custodian absence
- i. Manage process for finding and providing substitutes for day/night custodians
- j. Manage after-hour custodial or cleaning requests
- k. Maintain a professional and collaborative relationship with the building principals
- l. Oversee snow removal at buildings and assign employee to clean the stairs/walkway during a function at night
- m. Maintain a file of all time cards on site for the District to review upon request
- n. Obtain School District property (keys, ID badge, etc.) from any employee terminated or resigning, prior to the last shift worked
- o. Assist in cleaning, grounds work, and removing snow
- p. Work closely with the Buildings and Grounds Manager to meet contract specifications and address any deficiencies
- q. Meet with Buildings and Grounds Manager once a week to update the District on progress and review issues

- r. Make every effort to see that employees under his/her supervision at no time tamper with, remove or “borrow” the personal property of teachers or students, as well as property and equipment owned by the School District
- s. Ensure all cleaning supplies are appropriately stocked and all machinery is in good working order.

3.3.2 Daily Responsibilities

- a. Turn off all lights except those which must be left on for cleaning in each specific area
- b. Close and lock all windows
- c. Lock all doors
- d. Communicate with school principal, day custodian, or designated representative

3.3.3 Weekly Responsibilities

- a. Review contract performance
- b. Contact visits between Contractor’s Building Supervisor and Building Principal or authorized designee

3.3.4 Monthly Responsibilities

Formal review of contract performance between Contractor’s Branch Operations or Staff Manager and School District’s authorized designee.

- 3.4 Special Requests: Due to the vast number of activities in the various schools, and the actual physical size of each, the School District reserves the right to make special requests for a) cleaning large areas in a short period of time or b) cleaning a specifically designated area within the building. If such a special request is made, work will be at an extra-cost. Said requests, if any, shall be in written form and originate from the office of the Superintendent or authorized designee. Contractor’s billing for the same shall be submitted via separate invoice showing the number of man hours and the cost per hour. In **Section II** of the Bid Proposal, please supply the cost per hour to be billed District should such a special request be made, including but not limited to emergency clean-up.
- 3.5 Additional Building Coverage: From time to time the School District will schedule events during times, which are not covered in this contract. These events occur on school non-attendance days. Please provide an hourly rate for the Supervisor position and the custodial position in Section V of Cost Breakdown.
- 3.6 Deductions. If the Contractor fails to properly secure any building or respond to any emergency alarm, the cost of the District’s response shall be deducted from the monthly payment. The Contractor shall incur deductions due to any negligent damage

to the School District's or its employees' equipment or property at the minimum cost of the District's insurance deductible and a maximum cost of the actual amount of loss.

4. SEASONAL WORK

4.1 Summer Project Cleaning

- a. Strip, seal and wax all tile floors
- b. Shampoo all carpeting. Soil extraction will occur during summer project work and bonnet cleaning or shampoo will occur as needed
- c. Clean all baseboards
- d. Wash all chalk rails, chalkboards and marker boards
- e. Wash all ledges and windowsills
- f. Clean the ceramic tile in the shower rooms where applicable
- g. Sanitize and deodorize the washrooms completely
- h. Clean all windows inside and out
- i. Wash all lockers inside and out
- j. Wash all desktops and chairs
- k. Spot clean walls where dirt or marks appear
- l. Cleaning of light fixtures and light bulb replacement to be determined by priority list issued by the school
- m. Wood floor maintenance in gyms

4.2 Winter Project Cleaning

- a. Deep clean and/or strip and wax all corridors and classrooms with hard surface floors
- b. Deep clean and/or strip and wax cafeteria floors
- c. Clean walls, partitions, and floors in all washrooms and locker rooms
- d. Wash all chalk rails and boards in classrooms
- e. Clean all desktops – office areas
- f. Dust window blinds – office areas
- g. Wash down all furniture – office areas
- h. Graffiti removal on desks, washrooms, and lockers where needed
- i. Shampoo or soil extract all carpet surfaces

4.3 Spring Project Cleaning

- a. Clean walls, partitions, and floors in all washrooms and locker rooms
- b. Deep clean and/or strip and wax corridor floors where necessary or deep clean and buff
- c. Wash all chalk rails and boards in classrooms
- d. Graffiti removal on desks, washrooms, and lockers where needed
- e. Shampoo or soil extract carpet surfaces where necessary

5. TRAINING

Contractor shall ensure the recruitment, supervision and training of sufficient able personnel to carry out all of Contractor's obligations hereunder. If Contractor has no training policies or manuals, he shall submit a written statement to that effect. The parties recognize that work force stability is essential to perform promptly and adequately Contractor's obligations hereunder and that Contractor is responsible for minimizing employee turnover.

6. **SUPPLIES AND EQUIPMENT**

The Contractor will be responsible for providing all necessary cleaning supplies (Appendix B) which will include all items for both daily maintenance and periodic seasonal work. The Contractor will order all supplies as needed and have them shipped and billed to the Contractor.

The contractor shall provide all necessary equipment to perform quality-cleaning service. A list (Appendix B) of minimum equipment required, to successfully clean the School District within the time allotted, is included. All necessary equipment will be provided by the Contractor. The District retains the right to request an updated inventory of all equipment at any time.

7. **UNIFORMS**

It is the responsibility of the Contractor to provide company uniforms and photo ID's to all Contractor employees and require that they be worn. It is understood that a reasonable time will be allowed for attiring new employees. All uniforms shall be alike in some manner, e.g., color, to make all Contractor employees readily identifiable.

V. BID CERTIFICATION FORMS

This form must be signed and must accompany the Bid to Zion Elementary School District 6.

THE UNDERSIGNED CERTIFIES THE FOLLOWING:

CERTIFICATE OF ELIGIBILITY TO CONTRACT

That, pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, Contractor hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under section 33E-3 of the Illinois Criminal Code of 1961 as amended; that neither (he, she, it) nor any of (he, she its) partners, officers or owners has ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois, or has made an admission of guilt of such conduct which is a matter of record.

PREVAILING WAGE FORM

That it and any subcontractors of the vendor will, where applicable, comply with prevailing wage rates for Lake County, and, when required by law, shall provide its and its subcontractors' certified payrolls to the District.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

Contractor having 25 or more employees does hereby certify pursuant to section 3 of the Illinois *Drug-Free Workplace Act* (Ill. Rev. Stat., ch. 127, par. 132.313) that (he, she it) 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 certifies, that (he, she, it) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois *Drug-Free Workplace Act*.

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

Contractor does hereby certify pursuant to P.A. 87-1257, of the Illinois Human Rights Act, that (he, she it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (fi) 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 Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

In the event of the Bidder's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois *Human Rights Act* or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Bidder 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 cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Bidder agrees as follows:

- a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; and, further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- b) That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Bidder's obligations under the Illinois *Human Rights Act* and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with Bidder in its efforts to comply with such Act and Rules, Bidder will promptly so notify the Department and the Board and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e) That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the Board, and in all respects comply with the Illinois *Human Rights Act* and the Department's Rules.
- f) 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.
- g) 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, Bidder will be liable for compliance with applicable provisions of this clause by such

subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Bidder 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.

Signature _____

Printed Name and Title _____

Company _____

Address _____

City, State, Zip _____

Date _____ Phone _____ Fax _____

NON-COLLUSION AFFIDAVIT

State Of Illinois)
) SS
County Of Lake)

The undersigned Bidder, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor 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 to be bid by anyone at such letting, nor to prevent any person from bidding, not to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

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

Firm Name: _____

By: _____
(Authorized Agent of Bidder)

Title: _____

VI. QUALIFICATION STATEMENT

BID DESCRIPTION: CUSTODIAL/CLEANING SERVICES

BIDDER: _____

ADDRESS: _____

A. The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Project Bid Specifications, who would write the General Liability Insurance, in the event the Bidder is awarded the Contract.

1. Corporate Name:

Address:

2. Agent's Name:

Address:

Telephone Number:

B. The Bidder verifies that he or she has accounts at the following bank(s):

1. Name of Bank:

Address:

2. Name of Bank:

Address:

C. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: (i) current assets; (ii) net fixed assets; and (iii) current liabilities.

Where available, please also submit copies of Contractor's most recent annual audit including Income Statement and Balance Sheet; if Contractor is an individual proprietor or does not have an income statement or balance sheet, a copy of Contractor's Schedule C from Contractor's U.S. Income Tax Return showing financial results of contractor's business may be submitted in lieu thereof. Copies of reports for state and federal taxes and Workers Compensation, unemployment, and FICA.

Attach name(s) of Contractor's principal bank(s) with names of bank officers as references.

D. List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

E. List at least three (3) material suppliers with whom you are currently doing business and have been for at least one (1) year:

1. Name:

Address:

2. Name:

Address:

3. Name:

Address:

F. Provide evidence of experience in providing facilities management 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 and clean, safe and efficient facilities. List at least five (5) public school customers for whom the Contractor has provided custodial services and where production employees are on the Contractor's payroll. Include the date(s) when service was performed, the school name, address and the name and telephone number of the client contract administrator. At least one (1), but preferably three or more, of these references must be from organizations that are of similar size and scope to the School District.

:

1. Name of Project:

Address of Job:

Contact and Telephone No.:

2. Name of Project:

Address of Job:

Contact and Telephone No.:

3. Name of Project:

Address of Job:

Contact and Telephone No.:

4. Name of Project:

Address of Job:

Contact and Telephone No.:

5. Name of Project:

Address of Job:

Contact and Telephone No.:

G. How many years has your organization been in business:

H. Have you ever failed to complete any work awarded to you within the last three years?

If yes, note when, where, and why:

I. Are there any judgments, claims, liens, arbitration proceedings, or civil or criminal litigation pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

J. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending.

K. Submit a sworn statement regarding employee turnover for past five years.

L. Present any other pertinent information, which demonstrates the Contractor's capability to successfully provide these services.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Its: _____

City: _____

Telephone: _____

State: _____

Date: _____

VII. CUSTODIAL SERVICES CONTRACT

WHEREAS, Bidder as submitted a bid for provision of the Work; and

WHEREAS, District desires to enter into this Agreement with Bidder to provide the Work in accordance with the Bid Specifications.

NOW, THEREFORE, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Contract. This Agreement shall be effective from July 1, 2024, and shall continue in force and effect through June 30, 2027. The District may terminate this Agreement at any time upon 30 days' written notice to Bidder.
2. Contract Documents. The documents comprising the entirety of this Agreement are the Bid Documents as defined in the Bid Conditions, all addenda, Contractor's Bid (including all attachments), and this Agreement.
3. Document Supremacy. In the event of any inconsistency or conflict among any of the Contract Documents, the term or condition most favorable to the District shall prevail.
4. Compensation. Bidder shall provide all services as awarded by District and shall be compensated as provided in the Bid Documents and Contractor's Bid Submission Form and attached Cost Breakdown. The Contractor shall submit invoices for all services monthly. All invoices must contain a detailed breakdown of each employee, hours worked, and location of services, on a monthly basis. The contractor shall be paid within the time periods set forth in with the Illinois *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*, consistent with the terms and conditions of this proposal.
5. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

Should such change(s) be deemed necessary and mutually agreed upon by both parties, a formal written agreement shall be drawn up which explicitly describes any deviation(s) 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 amendments to the original contract will in no way invalidate or make void the terms of the original contract.

In the event a written document as outlined above becomes necessary, it shall be referred to as an amendment to the original contract and 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 deemed a part of the original contract.

7. Indemnification. Contractor shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the Contractor; and (2) any breach by the Contractor of the Agreement.

8. Insurance. The Contractor shall procure and maintain at its own cost and expense: a) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney’s fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$1,000,000 per occurrence and in the aggregate; b) umbrella or excessive liability coverage in a minimum amount of \$10,000,000 per occurrence and in the aggregate; c) worker’s compensation coverage in the minimum statutory amounts; and d) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. Each of the policies of insurance shall name the Board of Education of Zion Elementary School District No. 6, its individual Board members, officers, employees, and agents as additional insureds for any claims arising out of the performance or acts of the Carrier in accordance with the terms of the Agreement. With the exception of worker’s compensation insurance, unless permitted under such policy, all insurance required of the Contractor shall be primary and non-contributory. The District will not waive its right to subrogation.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have signed this Agreement on the ____ day of _____, 2024.

BOARD OF EDUCATION OF
ZION ELEMENTARY SCHOOL DISTRICT
6, LAKE COUNTY, ILLINOIS

BIDDER

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

VIII. APPENDIX A

**BOARD OF EDUCATION OF
ZION ELEMENTARY SCHOOL DISTRICT 6, LAKE COUNTY, ILLINOIS**

BASE BID SCHOOL LISTING / STAFF SIZING

Site	Square Footage	Occupancy Numbers	Day Custodians	Night Custodians	Acreage
Zion Central Middle School 1716 27th Street	85,00	545	4.0 (2- day, 8 hours) (1- kitchen, 8 hours) (1-mid shift, 8 hours)	2.0 (1-night, 8 hours) (2-night, 4 hours)	5.66
Beulah Park Elementary 1910 Gilboa Ave.	43,00	394	1.0 (1-day, 8 hours)	1.5 (1-night, 8 hours) (1-night, 4 hours)	6.89
East Elementary School 2913 Elim Ave.	24,000	173	1.0 (1-day, 8 hours)	1.0 (1-night, 8 hours)	2.75
Elmwood Elementary 3025 Ezra Ave.	26,000	366	1.0 (1-day, 8 hours)	1.0 (2-night, 4 hours)	2.86
Shiloh Park 2635 Gabriel Ave.	51,900	521	3.0 (2-day, 8 hours) (1-mid shift, 8 hours)	2.0 (2-night, 8 hours)	7.9
West Elementary 2412 Jethro Ave.	40,300	577	2.0 (2- day, 8 hours)	2.0 (2-night, 8 hours)	2.65
Lakeview Elementary 2200 Bethesda Blvd	28,000	245	1.0 (1-day, 8 hours)	1.5 (1-night, 8 hours) (1-night, 4 hours)	2.65
Administrative/ Technology/ Maintenance 2800 29th St.	11,000	34	0	1.0 (1-night, 8 hours covers other buildings as needed)	
Supervisor/ Project Manager			1.0 (1-day, 8 hours)	1.0 (1-night, 8 hours)	
Grand Total	309,200		14.0	13.0	38.19

IX. APPENDIX B

SUPPLIES AND EQUIPMENT

Phosphoric Bowl Cleaner	Razor Scrapers
Bowl Cleaner	Toy Brooms
Soft Scour Sponges	Counter Brushes
Bowl Swabs	Dust Mop Treatment
Pumice Sticks	Terry Toweling
Cleanser	Golden Dust Clothes
Disinfectant	Graffiti Remover
Deodorant	Lambs Wool Duster
Stainless Steel Cleaner	Gum Remover
Rotary Carpet Cleaner	Degreaser
Rubber Gloves	Sponges (large yellow)
Floor Finish	All Purpose Soap
Tile Sealer	Triggers Wax Stripper
Spray Bottles	Glass Cleaner
High Speed Buffing Pads	Dispensers
Red Buffing Pads	24oz Cotton Mops
Black Strip Pads	24oz Rayon Mops
Drum Pumps (<i>Plastic Siphon Types</i>)	Doodle Bug Holders
Hand Buckets	Solution Cleaner Dispensers
Doodle Bug Pads	Quick Release Mop Sticks
Extractor Shampoo	Dust Pans
Defoamer	Angle Brooms
Stain Remover	Push Brooms
Dust Mops	<i>Other supplies that may be required</i>
Hand sanitizer	

- Floor finish must have a minimum of 25% solid content
- Hand Soap must be in a sealed bag to avoid cross contamination
- Provide your current closed loop chemical mixing station information.
- Chemical Mixing Units must be equipped with back-flow prevention to avoid chemicals flowing back into the water system. Be prepared to talk about you closed loop cleaning system in a final interview
- Provide an outline of your floor care system that illustrates your company has moved away from harsh phosphate strippers
- Provide references, with contact information, three school districts that Contractor currently uses at least 90% chemical free stripping (orbital scrubbing using just water to remove floor finish) in and be prepared to talk about them at a final interview.
- All chemicals must have MSDS sheets readily accessible.

Other Equipment
Autoscrubbers
Single Disc Scrubbers
Propane Burnisher
Wet-Dry Vacuums
Mobile Bruts
Maid Carts
Buckets and Wringers
Upright Vacuums
Backpack Vacuums
Miscellaneous Equipment

X. COURTESY "NO BID" RESPONSE QUESTIONNAIRE

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

**Business Office
Zion Elementary School District 6
2800 29th Street
Zion, Illinois 60099**

- Previous commitments, too busy
- Too small a job
- Too large a job
- Our firm not suited for this type of work
- Do not like to bid jobs
- Could not schedule site examination
- Do not want to be bonded for this job
- Other _____
- _____

Firm Name

City, State and Zip Code

Authorized Signature

Title

Date