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# NORTH SHORE

SCHOOL DISTRICT 112

Date: May 14, 2024

To: Dr. Michael Lubelfeld, Superintendent of Schools  
Members of the Board of Education

From: Jeremy Davis, Assistant Superintendent for Finance and Operations

Subject: Approval of the Custodial Services Bid

Policy Alignment: Policy 4:60 Purchases and Contracts

Disposition: Approval

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#### Executive Summary:

The District is currently under contract with ABM for our custodial services, which will expire on June 30, 2024. An *Invitation to Bid* notice was advertised in the Daily Herald on April 4, 2024, and a Request for Bid: Proposal and Specifications for Custodial Services was released. A pre-bid meeting and a walk-through were held on April 10, 2024, at Edgewood Middle School and then Braeside Elementary School, where twelve (12) interested vendors attended. The pre-bid meeting was mandatory, and vendors had to be at the meeting to submit a bid on Monday, April 15, 2024.

Nine vendors submitted bids, and the apparent low bidder is our current vendor, ABM. (One bid was lower than ABM, but that company stated that they misunderstood the bid specifications and asked to be withdrawn from consideration.) In addition to ABM, other bidders were Alpha Building Maintenance, City Wide Building Maintenance, Emeric, GSF, HES Facilities, MMC, RNA, and Smith Maintenance Company.

The winning bid approximates an increase of 7.9% in custodial costs for NSSD 112. While that is a substantial increase, consider that seven other contractors bid on this project, which would have cost the district more money than ABM. Receiving that many bids, the administration feels good about the value of this contract. We also increased custodial minimum wages in this contract by 3.4% to help custodial wages keep pace with inflation.

The administration recommends that the Board approve ABM as its lowest responsible bidder for the Proposal and Specifications for Custodial Services Bid.

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#### Recommendation:

Roll call vote to approve the contract with ABM Industry Groups, LLC, to provide custodial services, effective July 1, 2024, through June 30, 2025, as presented.

## **EXHIBIT D: CUSTODIAL SERVICES AGREEMENT**

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### **NORTH SHORE SCHOOL DISTRICT 112 HIGHLAND PARK, ILLINOIS 60035**

#### **CUSTODIAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this   14   day of   May  , 2024, by and between the Board of Education of North Shore School District No. 112, Lake County, Illinois (“Board”), and   ABM Industry Groups, LLC   (“Contractor”) (collectively, the “Parties”, individually, the “Party”).

#### **WITNESSETH**

**WHEREAS**, the Board has requested public bids for the provision of custodial services (“Services”); and

**WHEREAS**, the Contractor has submitted a proposal for the provision of Services; and

**WHEREAS**, the Board has awarded this Agreement to the Contractor to provide Services in accordance with the specifications set forth in the Bid Documents as defined by the Bid Conditions.

**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. BID SPECIFICATIONS.** The Contractor shall provide Services to the Board in accordance with the Bid Documents, which is attached hereto as Exhibit A and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein, and its own bid(collectively, the “Contract Documents”), which shall constitute the full and entire Agreement for the services contemplated hereunder.
- 2. EQUIPMENT AND SUPPLIES.** The Contractor represents and affirms that it is required to purchase and provide all required equipment and supplies as set forth in the Contract Documents. Failure to comply with the equipment and supplies obligations as set forth in the Contract Documents, including, but not limited to, the use of New Equipment, as defined in the Contract Documents, shall constitute a breach of the Agreement.
- 3. TERM OF AGREEMENT.** The Agreement shall be effective from July 1, 2024, and shall continue in force and effect through June 30, 2025.
- 4. COMPENSATION.** In consideration for the Services provided in the Bid Documents, the Board shall pay to the Contractor all sums due and owing and calculated in accordance with the rates set forth on the Contractor’s bid proposal form, as may be modified pursuant to the terms of the Bid Documents.
- 5. INDEMNIFICATION.** The Contractor shall protect, defend, hold harmless and indemnify the Board and the District, its Board Members, officers, agents, volunteers, and employees from and against any and all claims, actions, liabilities, losses and expenses, including court cost and attorney’s fees, allegedly or actually arising out of or incidental to the work, services or activities of the Contractor in connection with any aspect of the work performed (or failed to be performed) pursuant to this Agreement, or breach of this Agreement. This indemnification shall include, but shall not be limited to, coverage for actions related to injury or death to persons, damage to or

loss of property of the District or third parties, or imposition of fines or penalties on the District by a governmental agency.

6. **ASSIGNMENT.** The Services contemplated under this Agreement are deemed to be in the nature of personal services. The Contractor shall not assign this Agreement without the prior written consent of the Board. The Parties agree that assignment by the Contractor of any sums due and owing to the Contractor under this Agreement shall not constitute an assignment of the Agreement.
7. **CONFLICT OF TERMS.** In the event any term or provision of this Agreement conflicts with a term or provision of another, the term or provision of this Contract then the Bid Documents and any Addenda shall prevail over all other documents.
8. **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.
9. **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 each of them.
10. **SAVINGS CLAUSE.** 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. If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the Parties hereunder shall cease and neither shall have recourse against the other.
11. **COMPLIANCE WITH LAWS.** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the Services provided hereunder.
12. **PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL 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 Superintendent or the 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. The Contractor shall ascertain that its employees 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 the project of any persons, including, but not limited to, employees of the Contractor, who engage in conduct in violation of the law or a Board policy or in conduct otherwise disruptive to the education 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.
13. **ALCOHOL AND TOBACCO USE PROHIBITED.** In accordance with state and federal law and Board policy, the use of alcohol and any tobacco products on school property is prohibited.
14. **TERMINATION.** The Board reserves the right to terminate this Agreement with or without cause at any time during any contract period by giving the Contractor not less than ninety (90)

days prior written the notice. In the event that this Agreement is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of this Agreement.

- 15. **RIGHT TO EXCLUDE.** The Board retains the sole right to exclude any employee of the Contractor for any reason at any time from school property.
- 16. **ILLINOIS USE TAX.** As required by the Illinois *School Code* (105 ILCS 5/10-20.21), a condition of this Agreement is that the Contractor and its affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act* regardless of whether the Contractor or its affiliate is a “retailer maintaining a place of business within this State” as defined in Section 2 of the *Use Tax Act*.
- 17. **STATUS OF CONTRACTOR.** Employees of the Contractor shall not be deemed to be employees of Board, but shall remain employees of the Contractor.

**IN WITNESS WHEREOF**, the parties have signed this Agreement on date(s) written below.

**CONTRACTOR:**

ABM Industry Groups, LLC

BY:   
Its: Regional Vice President

Date: 4/16/24

ATTEST:  
  
Its: Secretary

**BOARD OF EDUCATION OF  
NORTH SHORE SCHOOL DISTRICT NO. 112  
LAKE COUNTY, ILLINOIS:**

BY: \_\_\_\_\_  
Its: President

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

ATTEST:  
\_\_\_\_\_  
Its: Secretary

Contractor	References	Financial Info.	Insurance Certificates	Copy of Building Inspection Forms	Customer Contact Procedures	Equipment and materials to be used	Training Programs	Operations Diagram	Litigation Summary	Executed Contract	Required Certifications (1. Contractor Info., 2. Sexual Harassment, 3. Drug-Free, 4. Eligibility to Bid, 5. Proof of Insurability, 6. Anti-Collusion)	Bid Proposal Form (Insert Total Here)	Section 1 Labor	Section II Supplies	Section III Overhead	Section IV Profit
ABM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$1,987,839.44	\$1,512,588.80	\$121,177.92	\$302,850.78	\$51,221.94
Apache Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
Chit.town Cleaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
Citi Wide Jani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
City Wide Building Maint.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$1,729,222.52	\$1,247,944.58	\$205,514.32	\$201,244.51	\$74,519.11
Deep Kleen & Maint.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
Emeric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,018,841.00	\$1,512,591.00	\$153,000.00	\$169,750.00	\$183,500.00
GDR Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
GSF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,076,653.17	\$1,547,714.38	\$205,692.52	\$281,643.60	\$41,602.67
Harvard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
HES Facilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,152,205.04	\$1,540,890.88	\$158,661.27	\$289,395.85	\$163,257.04
MMC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,307,580.00	\$1,521,300.00	\$166,800.00	\$501,480.00	\$118,000.00
RNA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,381,882.00	\$1,513,521.00	\$258,002.00	\$329,238.00	\$281,121.00
Smith Maint. Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,003,676.30	\$1,392,872.00	\$301,543.28	\$195,845.38	\$113,415.64
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$0.00				
Alpha Building Maintenanc	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$2,056,333.00	\$1,552,890.00	\$175,393.00	\$209,276.00	\$118,774.00