

SANDRIDGE ELEMENTARY SCHOOL
DISTRICT 172
2950 Glenwood Dyer Rd, Lynwood, IL 60411
CONTRACTED CUSTODIAL SERVICES
BID DUE: TUESDAY, APRIL 14, 2026 AT 11:00 A.M.

Mandatory pre-bid meeting and walkthrough:

SANDRIDGE ELEMENTARY SCHOOL
DISTRICT 172
2950 Glenwood Dyer Rd, Lynwood, IL 60411

**WEDNESDAY, MARCH 25, 2026
10:00 A.M.**

EXHIBIT A

BID SCHEDULE

3/11/26	Bid notification made, bid packets released.
3/25/26 11:00 AM	Mandatory Pre-bid meeting
4/1/26 10:00 AM	Deadline for written vendor inquiries.
4/7/26 10:00 AM	Anticipated deadline for District addendum issuance (if needed).
4/14/26 11:00 AM	Sandridge School District 172 - 2950 Glenwood Dyer Rd, Lynwood, Illinois 60411
4/16/26 7:00 PM	Contract approved at Board of Education Meeting, 2950 Glenwood Dyer Rd, Lynwood, Illinois 60411

****District reserves the right to delay the bid opening as required and arising from additional questions or clarifications brought forward at the pre-bid meeting.***

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SECTION I

INFORMATION FOR BIDDERS

1. Notice is hereby given that sealed bids for contracted custodial services proposals for Sandridge Elementary School District #172, Lynwood, Illinois shall be received at the office of the Director of Business on or before 11:00 AM on Tuesday, April 14, 2026. BIDS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. The School District cannot assume the responsibility for delayed postal deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the School District **before the specified deadline. Bids received after the time specified in the Invitation to Bid will not be considered.**
 2. **CONTRACT TERM:** Contract will be for three (3) years, commencing on July 1, 2026, and expiring on June 30, 2029. However, upon mutual agreement, this contract may be extended for up to two (2) one-year terms (July 1, 2029-June 30, 2030, and July 1, 2030-June 30, 2031).
 3. It is the intent that these specifications promote adequate competition. Bidders are required to quote the services as specified.
 4. **EXAMINATION OF SPECIFICATIONS:** Each bidder shall acquaint him/herself with the conditions as they exist so that he may be completely familiar with the conditions pertinent to the fulfillment of the work required under this contract. Bidders shall also thoroughly examine all contract documents. The failure of any bidder to exercise his privileges of the foregoing will in no way relieve the bidder from any obligation with respect to his bid.
 5. **ADDENDA:** Where additional communication is found to be needed, a written addendum will be issued by the District to all interested parties.
 6. **QUALIFICATIONS OF BIDDER:**
Sandridge Elementary School District 172 may take such investigations as deemed necessary to determine the ability of the bidder to perform the work.

The bidder shall furnish all materials and labor required to complete the services to owner's satisfaction.
 7. The Board of Education of Sandridge Elementary School District 172 reserves the right to reject any or all bids, and to waive any informalities, or irregularities in bidding, and to award the contract in the best interest of the district. Any such decision shall be considered final. It is the intent of the School District to award a contract to the lowest responsible, responsive bidder meeting specifications which is in the best interest of the School District as determined by the Board of Education. While the financial responsibility of the bidder is a significant concern, the board is equally concerned with the proven ability of the bidder to satisfactorily perform its contract so that the service will be provided, or the project will be completed in accordance with proposed contract documents.
 8. **COMMUNICATIONS:**
All communications, requests, questions, and so forth, shall be addressed to Clyde Hayes, the Director of Buildings and Grounds at (773) 354-4168 or clhayes@sandridgesd172.net.
 9. **QUOTATIONS AND BIDS:**
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The contractor/ vendor certifies that the contractor is not barred from bidding on the contract as a result of conviction for either bid rigging or bid rotating under Article 33E of the Criminal Code of 1962.

10. EQUAL EMPLOYMENT OPPORTUNITY AGREEMENT:

During the performance of this contract, the contractor agrees to the following:

A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. The contractor will take affirmative action to insure the applicants are employed, and that employees are treated during employment without regard to their race, creed, color, national origin, religion, sex, ancestry, age, citizenship status, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contractor setting for the provisions of the nondiscrimination clause.

Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*, as amended from time to time, and that the contractor and its subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment, which shall prohibit discrimination against any employee or applicant for employment on any of the grounds set forth above. Contractors and all subcontractors shall comply with all requirements of the Act and of the rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act.

B. The contractor will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service, or any other form of discrimination prohibited from time to time under the Illinois Human Rights Act.

C. The contractor will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this contract so that such provisions will be binding upon each sub- contractor, provided that the foregoing provisions shall not apply to contracts or sub- contractors for standard commercial supplies or raw materials.

D. In case of conflicting provisions, the conditions contained in this document shall prevail over the standard general conditions; special conditions, if any, shall prevail over these general conditions; and drawings and specifications shall prevail over general and special conditions.

11. SEXUAL HARASSMENT POLICY:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information: The illegality of sexual harassment;

- (1) The definition of sexual harassment under state law;
- (2) A description of sexual harassment, utilizing examples;
- (3) The contractor/ subcontractor's internal complaint process, including penalties;
- (4) The legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (5) Directions on how to contact the Department and the Commission; and
- (6) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the owner or the architect on request.

12. EMPLOYMENT AND PREVAILING WAGE RATES

It is hereby stipulated that the Contractor shall pay, and that all laborers, workers and mechanics performing work under this Contract shall be paid, not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this contract to all laborers, workers, and mechanics performing work under this Contract, and that Contractor and all subcontractors shall in all other respects comply with the Prevailing Wage Act in carrying out work under this Contract. All bonds provided by the Contractor under the terms of Section 11.4.1 of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 et seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract and Contractor shall have the sole responsibility and duty to insure that the revised prevailing rate of hourly wages is paid by Contractor and all subcontractors to each worker to whom a revised rate is applicable; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum and shall not defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Contractor's or any subcontractor's failure to comply with the Prevailing Wage Act.

13. INSURANCE

The successful bidder shall also provide owner with a certificate of insurance for the amount specified as follows, and such certificate or certificates shall be delivered to the owner prior to the date for commencement of the work as set forth in the contract:

CONTRACTOR'S INSURANCE

The contractor shall keep in force at all times during the performance of this contract insurance herein. Contractor shall not commence work under the contract until all the required insurance has been obtained, approved and until the owner has been furnished with certificates of insurance in duplicate stating that such policies will not be canceled, transferred, non-renewed, modified or terminated without thirty (30) days prior written notice to the owner. All insurance shall be in the form and substance and issued by companies satisfactory to the owner and shall be of the following kinds and with at least the following limits of coverage.

- Commercial General Liability Coverage
- \$1,000,000 Per Occurrence
- \$5,000 Medical Expenses
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees should be named as an additional insured on a primary & non-contributory basis
- Sexual Misconduct

Commercial Automobile Liability Coverage

- \$1,000,000 Combined Single Limit
- The District and its Board of Education, both individually and collectively, and all agents, representatives, volunteers and employees should be named as an additional insured

Workers Compensation Coverage

- Statutory limits
- Employers Liability Limits of \$1,000,000/\$1,000,000/\$1,000,000

Umbrella or Excess Liability

- \$5,000,000 Per Occurrence
- \$5,000,000 General Aggregate

Above coverages shall be from a company authorized to do business in Illinois and with at least an “A VII” rating from A.M. Best Company

The contractor shall have the following obligations with regard to insurance coverage for the work under this Contract.

A. All insurance required of the Contractor shall state that it is Primary Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

B. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming Sandridge Elementary School District 172 as additional insured.

C. Under no circumstances shall Sandridge Elementary School District 172 be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

1. Allowing work by Contractor to start before receipt of certificates of insurance
2. Failure to examine, or to demand correction of any deficiency, of any certificate of insurance received

D. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by Sandridge Elementary School District 172 in excess of policy limits or not covered by the policies purchased. The Contractor shall notify Sandridge Elementary School District 172, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

14. HOLD HARMLESS AND INDEMNIFICATION

The contractor shall assume all liability for, and shall protect, defend, indemnify and hold harmless, the owner, their officers, employees, servants and agents, from and against all claims, actions, suites, judgments, costs, losses, expenses and liabilities of whatsoever kind or nature including legal fees incurred by owner arising out of:

- a. Any infringement (actual or claimed) of any patents, copyrights, or trade names by reason of any work performed or to be performed by the contractor under this contract or by reason of anything to be supplied by the contractor pursuant to this contract.
- b. Bodily injury, including death, to any person or persons (including contractor's officers, employees, agents and servants) or damage to or destruction of any property, including the loss of use thereof:
- c. Caused in whole or in part by any act, error or omissions by the contractor or any sub-contractor or anyone directly or indirectly employed by any of them regardless of whether or not it is caused in part by a party to be indemnified hereunder.
- d. Arising directly or indirectly out of the presence of any person on or about any part of the project site or the streets, sidewalks and property adjacent thereto.
- e. Arising directly or indirectly out of the use, misuse or failure of any machinery or equipment used directly or indirectly in the performance of this contract.
- f. Mechanics lien claims by subcontractors hired by contractor to do work on the project contracted for between owner and contractor, where owner has made payments for the work done and said subcontractor is listed in the general contractor's affidavit.

15. Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After the submission of the proposal, no complaint or claim that there was any misunderstanding in regard to the items listed for bidding will be entertained from either party.

16. Bidders shall not include taxes in their quotations, which school districts are not subject to; namely, Retailers Occupation Tax (both State and Local), Sales Tax of any kind, Service Use Tax, and any other such applicable tax.

17. Each bid must be accompanied by a Certificate Regarding Sexual Harassment Policy certifying that the bidder has a written sexual harassment policy as required by section 2- 105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The form of the Certificate Regarding Sexual Harassment Policy is included within the bid documents. No bid shall be considered responsive unless accompanied by a Certificate Regarding Sexual Harassment Policy. Each bid must be accompanied by a Certificate of Eligibility to Bid certifying that the bidder is not barred from bidding on public contracts due to a conviction for the violation of section 33E-3 (Bid Rigging) or section 33E-4 (Bid Rotating) or the Illinois Criminal Code or 1961 (720 ILCS 5 / 33E-3, 5 / 33E-4). The form for Certificate of Eligibility to Bid is included within the bid documents. No bid shall be considered responsive unless accompanied by the signed Certificate of Eligibility to Bid.

18. Each bid from a contractor with 25 or more employees must be accompanied by a Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the bidder shall provide a drug-free workplace for employees engaged in the performance of work under the contract and that the bidder

is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act (30 ILCS 1 et seq.). Each bid from an individual must be accompanied by the Certificate of Compliance with the Illinois Drug-Free Workplace Act certifying that the contractor shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract and that the contractor is not barred from bidding on public contracts due to a violation of the Illinois Drug-Free Workplace Act. The forms of the Certificate of Compliance with the Illinois Drug-Free Workplace Act are included within the bid documents. No bid shall be considered responsive unless accompanied by a signed certificate where applicable. The contract award shall be subject to suspension of payments or termination, or both, if it is determined that the bidder has made false certification or that the bidder has violated the certification by failing to carry out the requirements of the Illinois Drug-Free Workplace Act.

19. The successful bidder must enter into the agreement in the form included in the Bid Document.

20. The successful bidder, as mandated by the Prevailing Wage Act, must submit with all invoices and or pay requests a monthly certified payroll to District 172, accompanied by a certification that the records are true and accurate, the hourly rate paid to each worker is no less than the applicable prevailing wage, and that the contractor is aware that knowingly filing a false certified payroll is a Class B misdemeanor. Also, in accordance with the Prevailing Wage Act any contractor or sub-contractor, or agent or representative thereof, doing public work who neglects to keep, or cause to be kept, an accurate record of the names, occupation and actual wages paid to each laborer, worker, and mechanic employed by him, in connection with the public work, or who refuses to allow access to same at any reasonable hour to any person authorized to inspect same under this act is guilty of a Class A misdemeanor, which has a penalty of imprisonment for up to one year.

SECTION II PROPOSAL SPECIFICATIONS

All foregoing provisions shall be considered part of the contract document and are hereby made a part of and applicable to all work under these specifications. The contractors must furnish materials, equipment, tools, systems, etc., and are cautioned to consult these documents for provisions or stipulations applicable to their work.

BID REQUIREMENTS

SCOPE OF WORK

1. The District has the right to inspect services for conformity to specifications. If the Contractor and its employees at any time fail to comply with the terms of this contract, or do not fully perform and strictly adhere to any of the terms hereof required to be performed, the District may terminate this contract as provided herein.
 - A. In the event the District determines the Contractor has failed to comply with, fully perform, or strictly adhere to the contract, at its discretion the District will send written notice to the Contractor indicating intent to declare the Contractor in default. In such notice, the District will state how the Contractor has failed to comply with the terms of the contract and will state a date upon which the contract will terminate unless the Contractor cures the defect to the satisfaction of the District.
 - B. If prior to the termination date stated in the notice the District notifies the Contractor the defect has been cured, the contract will not terminate, but will be deemed to have remained in effect as the date such notice was given. If the District does not notify the Contractor the defect has been cured, the contract is terminated without further action by the District, on the date of termination stated in the notice.
 - C. The termination date stated in the notice of intent to declare the Contractor in default, as provided in "A." above, may not be sooner than thirty (30) calendar days following the date of such notice, unless there is complete Contractor failure to provide the services required by the agreement. In that event, the date of termination may be five (5) calendar days following the date of such notice.
 - D. The right of the District to terminate this contract as provided in this section is cumulative with all other rights of the District contained herein.
2. The agreement will be construed according to the laws of the State of Illinois. The agreement will be divisible to any provisions that contravene any law.
3. Beyond the original agreement, Contractor services for additional facilities may be purchased by the district-wide per square foot average for equivalent services of the given year. In each instance, the Contractor will prepare a proposal for District consideration, as soon as possible.
4. The agreement constitutes the entire contract between the parties. Any understanding not contained in the agreement, is not binding upon either party.

5. No waiver, alteration, or modification of any provision will be binding on the parties, unless reduced to writing and signed by each party's authorized agent.
6. Bids are final and irrevocable. No proposal will be amended or corrected due to error or miscalculation.
7. A Contractor's bid may not impose conditions on the District in addition to those expressly stated by the District in the bid specifications. The District's award of a contract under this bid shall not constitute the District's agreement to any bidder's clarifications or assumptions, and no bidder's clarifications or assumptions shall be included in the agreement.
8. Approximate facility square footage and acreage for the District's buildings is as follows:

Sandridge School District 172 - 2950 Glenwood Dyer Rd, Lynwood, Illinois 60411
(72,000 square feet)

Costs to the Contractor

1. The Contractor will pay all direct operating costs connected to all services included in the bid specifications. Direct operating costs include, but may not be limited to:
 - A. salaries and benefits of all Contractor personnel;
 - B. training materials as described in the bid specifications; and
 - C. all taxes and fees currently imposed by federal, State or local authorities in connection with all services provided; including but not necessarily limited to: payroll tax and insurance, State unemployment tax, and federal unemployment tax.
2. The Contractor will provide the following paid holidays: July 4th, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, M. L. King Day, and Memorial Day.
4. In order to maintain the high quality of service as required by this bid, the Contractor will provide a pool of Temporary Workers who are on-call employees to fill in when full time employees call in sick, are on vacation or when a full-time position is in the process of being filled. If the Contractor does not supply Temporary Workers, they are responsible for payment of any overtime required to meet the cleaning requirements as described later in these specifications. The Contractor is solely responsible for this cost. This cost is to be included in the Line #8 on the Pricing Proposal, Exhibit C). Any additional billing to the District for Temporary Workers will not be allowed.
5. The Contractor will provide, inventory and deploy **ALL** consumable supplies required for custodial services described in the bid specifications. Supplies will include, but may not be limited to deodorants, plastic container liners and cleaning chemicals. Approximate quantities and minimum specifications for certain consumables follow and are based off of the July 1, 2024 – June 30, 2025, timeframe.
6. The Contractor will provide uniforms such that employees are neatly, comfortably, and safely dressed under various weather conditions. Contractor's uniform program will be subject to

District approval prior to commencement of services. Individual employees are responsible for care; however, when they become worn or are in disrepair the Contractor will replace them. Each full-time employee is to have 5 pants and 5 shirts.

7. The Contractor will implement a laundry program for micro-fiber, towels, rags, etc.
8. The Contractor will provide **ALL** consumable and non-consumable equipment and tools necessary for proposed custodial services. This includes but is not limited to chemicals, custodial carts and supplies. Minimum cleaning equipment is listed below, *substitutes may be made with approval of the District.* **All equipment must be in good working order at all times during the contract:**

Costs to the District

1. Storage facilities from which the Contractor will conduct services. The provision of said space will include utilities: natural gas, water, sewer and electricity.
2. Disposal of all materials, supplies, trash and recyclable materials.
3. If school is closed for snow or other emergencies, the Contractor is required to work. If an employee(s) does not work, the Contractor will reduce the next monthly invoice accordingly.
4. A key check-out/monitoring system will be established with the District prior to commencement of any services.
5. Any data (including but not limited to assets, preventative maintenance and/or corrective work orders, hours worked, expenditures, etc.) developed by the Contractor in providing bid services becomes property of the District.

Management Support Services to Be Performed

1. The Contractor will provide staff, supervision and technical direction necessary to effectively manage the custodial programs of the District. In the discharge of its responsibilities, the Contractor will be guided by the highest professional and technical standards in order to accomplish the following services.
 - A. Professional Management
 - 1) The corporate resources of the Contractor will be applied to serve the custodial management of the District. Counsel will be made available to the District in recommendations and appraisal of functions and services associated with custodial services. Interdepartmental coordination and cooperation will be a priority.
 - B. Personnel Selection

- 1) The District recognizes the most important element of a successful custodial program is people. The Contractor will recruit, select and assign production employees for custodial, maintenance and grounds services at all District facilities.
 - 2) Initially, the Contractor will employ either the number of persons it recommends in the proposal, or a modified number required by the District and agreed to by the Contractor.
 - 3) Bid will be based on pay rates and benefit levels not less than those given in the specifications.
- 2.. After the initial agreement, any revision to the personnel structure in response to changing levels of custodial grounds and maintenance requirements will be made in the form of a written amendment, approved and signed by the Contractor and the District. The contract amount will be increased or decreased to reflect the proportionate increase or decrease in costs related to the service level change.
- 3.. The Contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor shall make every employee who will be sent to any school building or school property available to the District for the purpose of submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. Additionally, at least quarterly, the Contractor shall check if an employee or agent is listed on the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. In addition, the Contractor shall provide, at its costs, evidence to the District that its employees are physically fit to perform the duties required to complete the work, as specified, and are free from communicable diseases in compliance with Section 24-5 of the Illinois School Code, 105 ILCS 5/24-5.
4. The Contractor will perform drug screening as necessary to insure employees' function in a school environment without posing a threat to students or district staff.
5. The District reserves the right to require the Contractor to remove any Contractor management or production employee deemed incompetent or detrimental by the District. The Contractor agrees to save, hold harmless, and indemnify the District from any possible claim by the employee so removed, relating to employment rights from the agreement between the Contractor and the District.
6. Contractor employees will perform duties while in the special school environment involving students, parents or community members. Therefore, it is mandatory that every possible precaution be taken to assure Contractor employees are of high moral character.
7. Contractor employees must work cooperatively with District employees, to ensure the best possible education environment for District students.
8. Contractor and the District recognize the personnel structure is subject to revision as necessary to comply with federal, state and municipal laws, rules and regulations that are now or may in the

future become applicable to the District and its personnel engaged in custodial services.

9. Personnel Direction and Development

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

- A. The Contractor will encourage employee self-development by establishing clearly defined objectives and uniformity of efforts.
- B. The Contractor will provide employee orientation in support of the District.
- C. The successful Contractor will provide a current, written organizational structure as approved by the District, for coordination within Contractor's departments and with departments of the District, prior to commencement of services.
- D. The successful Contractor will provide, and have been approved by the District; job descriptions, organizational diagrams, lines of communication and standing orders, to contribute to employee understanding and teamwork; prior to commencement of services.

11. Training

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

- A. The Contractor will provide each employee with individual attention necessary for personal and occupational growth.
- B. The program must include:
 - 1) initial determination of employee qualifications and experience;
 - 2) standardized, basic training before reporting to a facility, including but not limited to safety, proper cleaning procedures, cost effective use of chemicals and other supplies; and indoctrination to District standards and expectations;
 - 3) on-the-job training by supervisory personnel;
 - 4) ongoing or refresher training for experienced employees;
 - 5) formats suited to individual learning styles and/or special topics, including but not limited to one to one; small and large group, multi-media materials, in-house speakers, contractor's corporate specialists, site specific, job specific, and OSHA or other regulatory requirements; and
 - 6) educational counseling as needed.

12. Design and Implementation of Standard Operational Procedures

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to**

comply with the requirements of this section***

- A. The Contractor will provide standard operational procedures to coordinate efforts, skills and other designated resources through the establishment of clearly defined objectives. Primary objectives will include establishment of a clean and safe environment, and the ability to provide the designated levels of custodial services.
- B. The Contractor will provide management systems including clearly defined routines, record requirements, tests and inspections, operating instructions and administrative procedures essential to the designated custodial services.
- C. The Contractor will develop and maintain a departmental and/or other specialized manual(s) containing instruction about individual job functions and/or methods used to accomplish tasks.
- D. The Contractor will provide research necessary to design and implement respective plant operations levels and programs.
- E. The Contractor will supervise the numbers and skills of employees as shown in the proposed custodial organization.
- F. The Contractor's supervisor staff shall monitor the work order system, assign tasks to the custodial team and verify task completion within the work order system.

13. Financial and Material Management

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

- A. The Contractor will fulfill custodial management responsibilities with strong, continued attention to fiscal responsibilities. The Contractor's financial and materials management objectives will include but are not limited to:
 - 1) increasing effectiveness at less cost through improved management and engineering practices;
 - 2) creating and communicating written instructions necessary for fiscal management of custodial equipment and supplies; and
 - 3) complying with established District fiscal control systems and directives.
- B. Prepare custodial financial and statistical data to assist the District in its budget preparation.
- C. Provide consultation regarding possible purchase of mechanical and electrical equipment as contemplated by the District.
- D. Comply with District directives necessary to properly receive, inspect, account for, store, inventory, secure and issue custodial supplies and equipment.

Custodial Services to Be Performed

1. Custodial Operations are to comply with the 2009 guidelines of the Green Cleaning Schools Act 105 ILCS 140. Contractors are to select supplies and equipment that follow these guidelines. Current examples include but are not limited to the following:
 - A. towels and other cloth cleaning pads have been replaced with microfiber equivalents;
 - B. automatic floor machines that use water instead of chemicals to clean hard surface floors.
 - C. vacuums meeting CRI green standards and using hospital grade filters; and
2. Work schedules will be written, and custodial employees will be instructed, to promote flexibility in cleaning practices. As needed, schedules and responsibilities must be shifted to accommodate daily, changing needs of building administration.
3. Daily, police all District grounds areas for litter, specifically leading up to and at entrances, all mulch/gravel beds and playground areas.
4. Snow and ice removal will take priority over cleaning responsibilities, including custodians on all shifts.
 - A. Snow, ice removal and salting will be limited to sidewalk areas immediately adjacent to the buildings or as directed by the principal or Buildings and Grounds Director .
 - B. Removal of snow and ice from parking lots and main drives will be the responsibility of others.
 - C. If necessary, the cleaning standard for these days will be no greater than trash removal from classrooms, offices and kitchen areas; cleaning, sanitizing and re-stocking of washrooms; wet-mopping kitchen floors; and spot-mopping or vacuuming hallways.
5. Spot clean all horizontal surfaces as needed to ensure a clean appearance.
6. Handle light maintenance, i.e. loose screws, replace gliders on desks, fix or replace pencil sharpeners, replace light bulbs, help set up risers, bleachers or chairs and tables for activities that must be addressed.
7. Classrooms and Offices (Minimal Requirements)
 - A. Daily:
 - 1) Clean hard surface and carpeted traffic areas using a chemically treated dust mop or vacuuming with a hospital-grade filter.
 - 2) Spot clean spills on hard surfaces and carpeted floors.
 - 3) Spot clean walls, doors and electric switch plates. Clean interior of glass doors and glass partitions. Remove graffiti.
 - 4) Adjust shades or blinds to a uniform height.

- 5) Empty and clean wastepaper baskets. Wet wipe with an odor controlling or sanitizing solution as needed. Reline wastebaskets as needed.

B. Weekly: (Minimal Requirements)

- 1) Wet clean hard surface floors with an appropriate floor chemical designed to extend the life of the finish. Provide a schedule to building administration showing rooms and areas to be done each night, as a basis for measurement.
- 2) Vacuum or dust mop non-traffic areas moving student desks, but not file cabinets and teacher desks. (Annually, clean desks on a project basis.)
- 3) Wet wipe or dust office and classroom desks, if cleared of personal or work items.
- 4) High dust horizontal surfaces.
- 5) Cleaning of computers, monitors, and keyboards will be done by others.
- 6) Wet-clean chalk boards/trays and marker boards with an appropriate cleaner, if not marked "Save".
- 7) Empty pencil sharpeners.

8. Laboratories/Biology, Chemistry, Earth Science, Physics, Computer Labs

- A. Perform cleaning described in 6., A. and B. above.
- B. Portable equipment, glassware, chemical hoods, sinks, shelves, computers, monitors and keyboards will be cleaned by others.

9. Art Rooms

- A. Perform cleaning in 6., A. and B. above.
- B. Floors in ceramic art rooms are to be wet mopped daily. Other hard surfaces are also to be wet cleaned daily.
- C. Kilns and ovens will be cleaned by others.

10. Library

- A. Perform cleaning in 6., A. and B. above.
- B. Daily, vacuum all carpeted areas.
- C. Weekly, clean shelves where books are not present, and tables/desks/countertops that have been cleared of personal or work items.

11. Stages and Music Rooms

- A. Perform cleaning in 6., A. and B. above.

- B. Weekly and after major events, vacuum theater seating-area carpeting and spot-clean as needed.
 - C. Weekly, dust theater seats.
 - D. Cleaning portable equipment by others.
- .
- 12. Industrial Arts – No such space exists in District
 - 13. Custodial and Maintenance Closets: Daily, clean and maintained.
 - 14. All-Building Metal Work: Daily, clean, polish and maintain all bright metal work.
 - 15. Drinking Fountains: Daily, wet clean and disinfect with a germicidal solution.
 - 16. Public Telephones: None exist in District
 - 17. Stairways
 - A. Daily, dust mop and spot wet mop.
 - B. Weekly, complete wet mop.
 - 18. Corridors
 - A. Daily, dry mop hard surface floors with a microfiber mop and spot mop with microfiber.
 - B. Daily, vacuum all carpeted corridors. Remove spots as necessary.
 - C. Weekly, wet mop hard surface floors with microfiber mop or automatic floor machines.
 - D. Weekly, burnish hard surface floors.
 - 19. Public Entrances
 - A. Daily, sweep exterior steps and sidewalk within (20) feet of entrance.
 - B. Daily, spot clean glass surfaces on doors and walls.
 - C. Use microfiber to clean entrance floor area as needed, including vacuuming walk off mats.
 - 20. Elementary School Carpeted Gymnasiums: None exist in District
 - 21. Kitchen and Kitchen Storerooms
 - A. Daily, remove trash and re-line trash cans.
 - B. Daily, use microfiber to dust mop and fully wet mop floors.

- C. Annually, project clean walls, vents and hoods.
- D. Other cleaning, including food preparation equipment and the associated chemicals, will be provided by the food service vendor.

22. Cafeterias

- A. Daily, use microfiber to dust mop and wet clean floors.
- B. Daily, use microfiber to wet wipe all tables and chairs.
- C. Annually, project clean walls and vents.
- D. Sanitize meal surfaces between lunch periods.

23. Staff Lounges

- A. Daily, vacuum all carpet.
- B. Daily, wet wipe tables with a sanitizing chemical.
- C. Daily, remove trash, re-line cans and sanitize as needed.
- D. Weekly, high dust all horizontal surfaces.
- E. Cleaning microwave ovens, conventional ovens, toasters and refrigerators will be project cleaned annually during the summer.

24. Restrooms

- A. Daily, completely clean and disinfect washrooms, including:
 - 1) Wet-wipe fixtures, shelves and ledges with a sanitizing solution.
 - 2) Clean and disinfect the inside and outside of urinals and toilet bowls.
 - 3) Disinfect stall walls and walls surrounding urinals.
 - 4) Spot-clean and disinfect walls and light switches as needed.
 - 5) Clean and disinfect sinks.
 - 6) Empty trash, re-line and disinfect cans as needed.
 - 7) Replenish dispensed items such as toilet tissue, soap, paper towels and hygiene-related materials.
 - 8) Wet clean and disinfect floors with a sanitizing solution.
 - 9) Clean and polish mirrors.

- B. Identify and correct deficiencies as needed.
 - C. Respond to the immediate need of cleaning and sanitizing as accidents occur.
25. Computer Server Equipment Closets/Rooms
- A. Once per week, use microfiber to dry mop hard surfaces or vacuum carpet. Use microfiber to spot wet mop hard surfaces as needed.
 - B. Computer equipment to be cleaned by others.
26. Locker Rooms and Showers
- A. Daily, perform steps A., 1. – 9. @ #24, “Restrooms”
 - B. Weekly, clean locker surfaces of stickers and graffiti.
 - C. Weekly, use microfiber to high dust all horizontal surfaces and use microfiber to wet clean locker surfaces as needed.
27. Athletic Conditioning Areas
- A. Weekly, use microfiber to dust mop and wet mop floors with a sanitizing solution.
 - B. Conditioning equipment to be cleaned and sanitized daily.
28. Gymnasium, Field House
- A. Daily, use microfiber to dry mop and spot wet mop floors.
 - B. Weekly during non-competition use, use microfiber to wet mop floors.
 - C. Prior to and after interscholastic events, use microfiber to dry mop floors; wet mop as needed.
 - D. After interscholastic events, clean bleachers and grandstand areas.
 - E. Annual screening and re-coating of wood floors is at Contractor expense.
 - F. Total sanding and refinishing as needed, is District capital expense.
29. Wrestling, Gymnastic and Dance Rooms
- A. Daily, use microfiber to dry mop floors.
 - B. Weekly, lay mats out flat and use microfiber to wet mop with a sanitizing chemical.
 - C. Prior to and after interscholastic events, use microfiber to dry mop floors; wet mop as needed.

- D. More frequent mat sanitizing and sanitizing mats during athletic events will be by others.

Summer Custodial Services to Be Performed

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

1. Develop and coordinate a summer custodial program that emphasizes special project or group tasks. As needed, this may include shift changes and/or seasonal employees.
2. Provide cleaning and security as described for the school year, at schools housing summer school programs. Stagger custodial schedules to open as needed and clean after classes are complete.
3. At the completion of summer school, coordinate support to summer school buildings to catch up with custodial tasks prior to the start of school. This will be done using regular time, drawing personnel from all buildings. If overtime is needed at District expense, due to an extraordinary circumstance(s), a plan will be presented to the District for consideration.

General Technical, Quality Control and Additional Support Services

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

The District believes that a critical component of partnering with an experienced, professional operations and maintenance Contractor is the expertise it may bring to the myriad of unknown needs that will present themselves during the course of the next five years. The following represent, by way of example only, support expectations in addition to all other specifications that the District requires of the Contractor undertaking the contract.

1. Perform research in determination of District custodial and maintenance management needs, resources, utilization, programs, procedures and systems.
2. Implement technical support programs for system implementation, training, control inspection and consultant services relating to District custodial and maintenance management.
3. Consult and make recommendations concerning the plant operations and maintenance aspects of architectural and engineering proposals. It is understood Contractor personnel will make recommendations concerning applicable codes including Life Safety and National Electric Codes, but official interpretation will be the responsibility of the District.
4. Maintain preventive maintenance schedules with performance notation, for management control, inspection and review by the Buildings and Grounds Director.
5. Monthly, hold review meetings with the Buildings and Grounds Director. A summary of custodial, accomplishments and objectives will be prepared and presented for comments, additions and concurrence by the District.

6. Monthly, hold progress update meetings with the Buildings and Grounds Director and appropriate on-site Contractor management staff. (K-8 Custodial Manager and others as needed) The purpose is to review weekly progress, problems and issues concerning this Contract.
7. Annually, prepare a report to be submitted to District administration, summarizing department activity for the fiscal year. The report will include financial information, staff development activity, project dates and other accomplishments by the Contractor during the year.
8. Production worker responsibilities in “**Custodial**” and “**Summer Custodial/Maintenance**” will be by Contractor full-time employees, during regular work hours in the 2,080-hour year.
9. The District after consideration and at its discretion, has requested the Contractor to perform the duties, in the frequencies as set forth in these specifications. To the best of the Contractor’s knowledge, the duties and frequencies are in compliance with applicable standards of regulations presently in force unless the Contractor has otherwise advised the District. If in the future the Contractor is not in compliance with a standard or regulation, the Contractor will notify the District of its noncompliance, but will not change the duties or frequencies unless directed to do so by the District. The District retains the responsibility for any liability arising from noncompliance and agrees to indemnify and hold Contractor harmless from any liability imposed on the Contractor due to the failure of the District to comply with applicable standards or regulations. Similarly, the Contractor retains responsibility for its actions and agrees to indemnify and hold the District harmless from liability imposed on the District due to its failure to comply with applicable standards and regulations.
10. The Contractor will advise the District regarding obligations to comply with federal, State or local building, construction and safety code requirements when known to the Contractor. Advice in such matters is understood to be supplementary to architects and engineers of the District; therefore, the District agrees to indemnify and hold the Contractor harmless from liability imposed on the Contractor due to noncompliance or violation of such requirements by the District.
11. The Contractor agrees that all Contractor employees will be properly trained and comply fully with federal, State and local regulations regarding Right to Know, asbestos awareness training, blood borne pathogens, confined spaces, lock out/tag out requirements and all OSHA and other safety related mandates.

Application for Payment

1. The Contractor will submit an itemized invoice for services on a monthly basis. Invoice shall contain sufficient detail to verify contractor staff work hours against invoice total. Invoice shall be sent to the District Office, Accounts Payable via United States Postal Service; electronic invoices will not be accepted. Payment will be made after necessary review and administrative approval and in accordance with the Illinois Government Prompt Payment Act (50 ILCS 505).
2. The Contractor pays local, county, state, or federal; sales, excise, use or other taxes.
3. The District will not be responsible for payment for extra work performed unless the Contractor has first obtained written authorization from the Director of Business and Director of Building and Grounds.

Proposal elements and evaluation

1. Any dollar amounts, or percentages cannot be qualified by any factor, condition, attachment or summary.
2. All certifications/information requests must be properly signed and otherwise fully executed.
3. The Board of Education reserves the right to reject any and all base and/or alternate proposals or portions thereof and/or waive any informality, irregularity, or defect in any proposals and to accept that proposal which in its opinion is in the best interests of the District.
4. Fully complete the following proposal elements.
 - a. Signed Pricing Proposal (Exhibit C)
 - b. Contractor's Information Sheet (Exhibit D)
 - c. Signed Reference Form (Exhibit E)
 - d. Signed Certifications by Contractor (Exhibit F)
 - e. Documentation of ability to comply with specifications, including, but not limited to those within sections of this document that contain the below header.
The quality and detail of this documentation shall be a significant factor in determination of responsible bidder.

*****Contractor shall in their bid submission provide adequate documentation to illustrate ability to comply with the requirements of this section*****

The bidder shall, before submitting a bid, carefully examine the specifications, maps, and contract documents. The bidder shall inspect, in detail, the site of the proposed work and become familiar with all local conditions affecting the contract. The full inspection will be conducted within a MANDATORY PRE-BID walkthrough on February 25, 2026 at 8:00 am. The awarded bidder will be responsible for all errors in the proposal resulting from failure or neglect to comply with these instructions. The Board will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

1. QUALITY ASSURANCE

The successful bidder shall have a minimum of five (5) years successful experience in contracting school custodian services. In order to qualify to bid on this project, the bidder shall show evidence of the following:

- Experience record showing the bidder's training and experience in similar work with a school district;
- List and brief description of similar school district work satisfactorily completed with location, date of contracts, names and addresses of owners;
- List of equipment available to do the work.

The actual work shall be done by qualified and experienced workers under the supervision of any experienced supervisor who has been doing this type of work for five (5) years.

2. MATERIALS

Purchase certified environmentally preferable products in the following categories: General-purpose cleaners, floor cleaners, finishes, strippers, bathroom cleaners, glass cleaners and carpet cleaners. Establish criteria for new powered cleaning equipment. Enter any materials needed if any in this section.

3. STORAGE

The contractor will be able to store cleaning equipment and supplies in our storage closets.

DAILY CLEANING

Cleanup: At the end of each workday, empty cans, rubbish, and other discarded materials from the school, classrooms, offices and other areas. **Please see the attached cleaning procedures document.**

SUMMER CLEANING

Please see the attached cleaning procedures document.

Please see the attached routine cleaning procedure document.

CLEANING SUPPLIES

District 172 will provide limited cleaning supplies. Mostly hand soap, sanitizers and paper products.

COMPLIANCE WITH REGULATIONS

The Contractor shall comply with all applicable local, state, and federal laws and regulations. The Contractor shall have Material Safety Data Sheets (MSDS) for all products utilized in the course of this project. Contractor's workers shall be trained in utilizations of MSDS and have the MSDS available in the event of an emergency.

Non-Assignment

The vendor shall not assign or sell any rights to this contract to another party or parties without prior to written approval from the District. Such action without approval shall invalidate this contract.

Breach of Contract

If the Company shall materially violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, rules and regulations referred to above, the contract shall, at the option of the School Board, be void and the said District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Company. The partial or total failure of the Company to perform its services because of extreme weather conditions, impassable roads or acts of God shall not be judged a breach of the proposed contract. However, the Company shall not be paid for any lack of total performance.

If, in the opinion of the Districts, minor contract violations and/or non-performance problems occur, the Districts shall be entitled to damages, costs and fees including, but not limited to reasonable attorney fees incurred in enforcing or correcting such breach. The Contractor will remedy any such violations or non-performance problems within 48 hours of notice of such from the Districts, except that violation which affects the safety of students will be remedied immediately. Contractor may be provided, but is not guaranteed, an opportunity to cure any material defects in servicing the contract prior to the District's termination of the contract for material breach.

SPECIAL INSTRUCTIONS

1. SCHEDULE OF WORK

All work is scheduled to begin after school ends at 2:00 pm and must be completed no later than 10:00 pm **Monday -Friday. If a holiday falls on a weekday, all work must be completed on the next school day. All work schedules must be approved by Clyde Hayes. The contractor** shall inform the Buildings and Grounds department at least 24 hours prior to the commencement of any work and all deviations or changes from the approved schedule.

2. MANDATORY PRE-BID MEETING AND WALKTHROUGH

All interested vendors shall contact Clyde Hayes, Director of Building and Grounds clhayes@sandridgesd172.net to participate in the mandatory meeting and walkthrough. It will be held on Wednesday, March 25, 2026 at 10:00 am. All interested vendors will meet at Sandridge Elementary School District 172, 2950 Glenwood Dyer Road, Lynwood, Illinois.

3. NOTES

NO SMOKING, VAPING, OR USE OF ANY TOBACCO PRODUCTS IS ALLOWED IN OR ON SCHOOL PROPERTIES.

4. AREAS TO BE CLEANED

Maps are part of this specification and will be available with bid documents. There will be only one contractor selected for all work scheduled to be completed.

The undersigned, having carefully examined the Contract Documents, all data having been made available, having visited the site of the work and having become fully informed as to all existent conditions and limitations, including the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the work to be performed, hereby propose to perform everything required to be performed, and to provide all the labor, materials, necessary tools, expendable equipment, all applicable costs, and provide all utility and transportation services necessary to perform and complete in a workmanlike manner the entire work in accordance with the contract documents contained herein.

5. REJECTION AND WITHDRAWAL OF BID

In submitting this bid, it is understood the right is reserved by the owner to reject any and all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

All questions regarding this bid shall be directed to Clyde Hayes, the Director of Buildings and Grounds at (773) 354-4168 or clhayes@sandridgesd172.net

SANDRIDGE ELEMENTARY SCHOOL DISTRICT
172
2950 Glenwood Dyer Rd, Lynwood, IL 60411

BID PROPOSAL FORM

BIDDERS NAME

BIDDERS ADDRESS

BIDDERS TELEPHONE NUMBER AND EMAIL ADDRESS

Note: See attached maps for specifics.

CONTRACTED CUSTODIAN SERVICES
FIRST YEAR

\$ _____

CONTRACTED CUSTODIAN SERVICES
SECOND YEAR

\$ _____

WE, THE UNDERSIGNED, SUBMIT THE ABOVE PRICE QUOTATIONS AS FIRM BIDS TO THE BUSINESS OFFICE OF SANDRIDGE ELEMENTARY SCHOOL DISTRICT 172 WITH THE UNDERSTANDING THAT SAID BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS.

BIDDER (Individual Completing Bid)

BY: (Signature)

TITLE

SECTION III CERTIFICATIONS

The undersigned hereby certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either the bid -rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that the Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies that having submitted in bid proposal to Sandridge Elementary School District 172 that same bidder has a written sexual harassment policy in place and is in compliance with P.A. 87-1275.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned, which has 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 the Bidder 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.

Name of Bidder (Please Print)

Submitted by (Signature)

The undersigned hereby certifies he has read, understands, and agrees that acceptance by Sandridge Elementary School District 172 the Bidder's offer by issuance of a Purchase Order will create a binding contract.

Name of Bidder (Please Print)

Submitted by (Signature)

Title_____

Custodial Service Agreement

THIS AGREEMENT made this by and between the BOARD OF EDUCATION OF SANDRIDGE SCHOOL DISTRICT 172, State of Illinois (the "District") and _____, an _____ corporation, of _____, (the "Contractor").
(City, State)

WHEREAS, School is a public school engaged in education and Contractor is engaged in the business of providing contracted custodial services for the District;

NOW, THEREFORE, in consideration of the mutual conditions, terms, and covenants hereinafter set forth, it is hereby agreed by and between the parties heretofore as follows:

1. SCOPE. The terms and conditions of this Agreement shall be as provided in the Specifications which are attached hereto and incorporated herein and made a part of this Agreement. The Contractor shall, during the period of this Agreement as hereinafter set forth, provide and maintain the required number of crossing guards under the provisions of this Agreement.

2. DURATION OF CONTRACT. The term of this Agreement will be three (3) school years, beginning on July 1, 2026, unless earlier terminated. The District reserves the right to negotiate up to two additional one (1) year terms with the Contractor at the conclusion of the third contract year.

3. PERSONNEL. It shall be a primary obligation of the Contractor to operate its affairs so that the School is assured of this continuous and reliable service. It is recognized that for the protection of the children, crossing guards and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School places upon the Contractor and the Contractor agrees to accept the full responsibility of assuring such qualities in personnel. The Contractor agrees that it will not allow any person perform services under this contract whose moral character is not of the highest level, or whose conduct might in any way expose any child to an impropriety of word or conduct whatsoever, nor shall Contractor allow any person to operate under this contract who is not at the time in a condition of mental, physical, and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, subject to paragraph 4 below.

4. CUSTODIAL STAFF.

Upon receipt of the written request of the District Superintendent or his designee, the Contractor shall remove from the District's contract, any employee or person used in performing this Agreement who in the sole discretion of the District is deemed unfit or unsuitable for the performance of services of the district; provided however, that if Contractor reasonably believes that the request of the District to remove the Contractor's employee is based on considerations of race, religion, gender, national origin or other improper grounds, Contractor shall notify the District and request a meeting to discuss the issues.

5. LAWS AND REGULATIONS. During the entire term of this Agreement, the Contractor shall comply in every respect with all the laws, rules, and regulations of the State of Illinois affecting or regulating crossing guard services, including, but not limited to, regulations promulgated by the Illinois Office of Education. Additionally, the Contractor will comply with Illinois Fair Employment Practices Act and the Illinois Prevailing Wage Act.

6. INDEMNIFICATION.
Contractor agrees to indemnify, defend and hold the School harmless against any and all claims, damages, liabilities, costs, expenses or fees, including attorney fees, that the School incurs arising out of or occurring in connection with Contractor's performance or lack of performance pursuant to this Agreement.

7. FORCE MAJEURE.
If by reason of any acts of God, fires, strikes, present or future laws, ordinances or government orders, the Contractor shall be prevented from carrying out the terms and conditions of this contract, this Agreement shall not terminate, but the School shall have the right to utilize the contracted equipment, including spares and School personnel in the continued transportation of students to and from school, or hire the same done; in which case the operating expenses incurred by the School shall be deducted from the payments owed to the Contractor. Superintendent of Schools shall have authority to determine if school will be in session in case of unusual situations.

8. CONTRACTOR NOT AN AGENT. In the interpretation of this Agreement and the relations between the Contractor and the School, the same shall be construed as being an independent agreement with the Contractor for furnishing of crossing guards only, and the Contractor shall not be held or deemed in any way to be an agent, employee, or official of the school.

9. OPERATING EXPENSE. The Contractor shall provide and compensate its personnel and

pay all expenses pertaining associated with the provision of said services as outlined in the bid specifications.

10. SCHEDULE OF RATES. The rates to be paid by School to Contractor shall be as provided in the attached proposal.

11. PAYMENT District shall remit payment in accordance with the Illinois Local Government Prompt Pay Act. In addition to detailed monthly invoices, the Contractor shall also submit such other reports as may from time to time be requested by the School. Such reports shall be on such forms as may be furnished or prescribed by School. Records sufficient to confirm the accuracy of all such reports shall be kept by the Contractor and made available for inspection by School at all reasonable times for one year after the submission of each report.

12. FREEDOM OF INFORMATION ACT. Contractor agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. If additional time is necessary to compile records in response to a request, the Contractor shall notify the School District and, if possible, the School District shall request an extension of time so as to comply with the Act. Contractor shall provide all records and documents to District upon request, provided Contractor is required to make such records available to District under the terms of this agreement. The district agrees that the Contractor is not bound by any Freedom of Information Act claim made upon school. The Contractor agrees to make its best efforts to assist the District in complying with any Freedom of Information Act request made in relation to the services provided under this contract.

13. ASSIGNMENT OF CONTRACT. No contract shall be assigned or any part of the same subcontracted without the written consent of the Board, but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

14. BACKGROUND CHECK. ALL OF THE CONTRACTOR PERSONNEL WHO WILL BE PROVIDING SERVICES UNDER THIS CONTRACT HAVE OR WILL HAVE BEFORE ANY SERVICES ARE PROVIDED:

(1) SUBMITTED THEIR FINGERPRINTS TO THE DEPARTMENT OF STATE POLICE IN THE FORM AND MANNER PRESCRIBED BY THE DEPARTMENT OF STATE POLICE. THESE FINGERPRINTS SHALL BE CHECKED AGAINST THE FINGERPRINT

RECORDS NOW AND HEREAFTER FILED IN THE DEPARTMENT OF STATE POLICE
AND FEDERAL BUREAU OF INVESTIGATION CRIMINAL HISTORY RECORDS
DATABASES.

15. CANCELLATION. In the event that the Contractor at any time fails to comply with and fully perform and strictly adhere to any covenant contained herein to be performed by the Contractor, its agents or employees, the School shall give 48 hours notice in writing to the Contractor of such failure and in the event the Contractor does not remedy such failure within 48 hours from the receipt of such notice by it (except if such failure be impossible to remedy within 48 hours only because of weather conditions making roads impassable or other acts of God or strikes), then at the option of the District, this contract may be terminated by delivery to the Contractor of written notice of such election to terminate, but the Contractor shall remain liable for any cost to the School for contract services to the end of the current school year as hereinafter provided. Failure to exercise the School District's rights within 48 hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor shall cease.

Upon a default or breach by the Contractor, the Contractor shall be responsible for all costs and expenses incurred by the District as a result of such default, including, but not limited to, attorney's fees.

16. TERMINATION FOR CONVENIENCE. The School shall give 30 day's-notice in writing in order to terminate the contract for convenience without cause and the Contractor shall receive payment for all work completed but shall not be entitled to lost profit or overhead.

IN WITNESS WHEREOF, Said Contractor has set his hand and the School has caused this presence to be executed by its proper officers on the date first written above.

Sandridge School District 172

Contractor

By_____

By_____

Printed Name

Printed Name

Title

Title