



Mundelein School District 75
470 North Lake Street
Mundelein, Illinois 60060-1825

Building bright futures together!

INVITATION FOR BID

EVENING CUSTODIAL SERVICES FOR MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75

INVITATION FOR BID | IFB# 20230517

Issue Date: **Friday, April 21, 2023**

Pre-Bid Meeting/Facility Tour: **Wednesday, May 10, 2023 at 3:00 p.m.**

Questions and Clarification of Specifications/Instructions Deadline: **Friday, May 12, 2023 at 3:30 p.m.**

Bid Submission Date: **No Later Than Wednesday, May 17, 2023 at 9:00 a.m.**

Bid Opening: **Wednesday, May 17, 2023 at 9:00 a.m.**

To obtain an electronic copy of the Bid document, please contact Joanne Logan, Accounts Payable Coordinator at (847) 949-2700 ext. 2008 (email jlogan@d75.org) and/or go to www.district75.org.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

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SECTION 1. BID ADVERTISEMENT

Mundelein Elementary School District 75, Lake County, Illinois are accepting sealed Bid proposals to provide Evening Custodial Services.

One (1) original and three (3) copies of the completed Bid Forms, along with all certifications and documentation requested, should be submitted in a sealed envelope clearly marked:

IFB# 20230517
Evening Custodial Services
T Rancak CSBO
470 North Lake Street
Mundelein, Illinois 60060-1825

All Bids must be received by ,May 17, 2023 at 9:00 a.m., at Mundelein Elementary School District 75 located on 470 North Lake Street | Mundelein, Illinois 60060-1825. All Bids will be publicly opened at the above stated location, date, and time. Bids received after the designated time and date of the Bid opening shall not be considered.

All prospective Evening Custodial Services Providers Must attend the Pre-Bid Meeting/Facility Tour, which is scheduled for Wednesday, May 10, 2023 at 3:00 p.m. at Mundelein Elementary School District 75, located on 470 North Lake Street | Mundelein, Illinois 60060-1825. Failure to attend the Pre-Bid Meeting/Facility Tour shall be grounds for the rejection of a Bid submission.

Mundelein Elementary School District 75 reserves the right to reject any and all Bids or parts thereof, to waive any irregularities or informalities in Bidding procedures and to award this contract in a manner best serving the interest of the owner. Any such decision shall be considered final.

A bid bond, certified check, or cashier's check in the amount equal to five percent (5%) of the base Bid shall accompany the Bid proposal. Performance, Labor and Material Payment Bonds, and a Certificate of Insurance will be required from the successful Evening Custodial Services Provider.

Bids shall be firm for a period of ninety (90) days following opening of Bid.

The successful bidder must comply with and acknowledges that this contract is subject to and is governed by the Illinois Prevailing Wage Act (820 ILCA 130/1-12) which requires the payment of prevailing wages to all laborers, workmen and mechanics working on public funded projects. If during the time period of work, these rates change, the Evening Custodial Services Provider shall be responsible for additional costs without any change to this contract amount. The proposed contract is subject to the requirements of the Equal Employment Practices Commission and the Illinois Human Rights Act (HRA) (Section 2-105, 775 ILCS 5//2-105).

To obtain an electronic copy of the Bid document, please contact Joanne Logan, Accounts Payable Coordinator at (847) 949-2700 ext. 2008 (email jlogan@d75.org) and/or go to www.district75.org.

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SECTION 2. INSTRUCTIONS TO BIDDERS

2.01 *District 75*

Hereinafter, District 75 shall refer to Mundelein Elementary School District 75.

2.02 *Evening Custodial Services Provider*

Hereinafter, Evening Custodial Services Provider shall refer to prospective bidders, and ultimately the vendor/contractor awarded the contract (executed in conjunction with this IFB and subsequent award).

2.03 *Notice of Bid*

The Board of Education of Mundelein Elementary School District 75, Lake County, Illinois is inviting responsive and responsible Evening Custodial Services Providers to submit a Bid to provide Evening Custodial Services.

The successful Evening Custodial Services Provider will provide Evening Custodial Services for Mundelein Elementary School District 75. A more complete description of the supplies and/or services sought is provided in the remainder of this Invitation for Bid (hereinafter referred to as IFB). If you are interested and able to meet the requirements, as set forth in this IFB, District 75 would appreciate and welcome a Bid submission.

This IFB will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited samples or descriptive literature however, are submitted at the bidder's risk, may not be examined or tested, will not be deemed to vary any of the provisions of the IFB, and may not be utilized by the Evening Custodial Services Provider to contest a decision or understanding with Mundelein Elementary School District 75.

All Bids are due as listed in the Bid advertisement.

Read the following instructions carefully before submitting any Bid. Failure to follow these instructions and the rules may result in the rejection of the Bid. Mundelein Elementary School District 75 reserves the right to reject any, and all Bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new Bids, or to request confirmation or clarification from any Evening Custodial Services Provider regarding a Bid.

2.04 *Pre-Bid Meeting/Facility Tour Information*

All prospective Evening Custodial Services Providers must attend the Pre-Bid Meeting/Facility Tour, which will be held on date and time listed in this IFB. If, as a result of the Pre-Bid Meeting/Facility Tour, it is necessary to modify the instructions or the specifications of the IFB, an amendment/addendum shall be subsequently issued and made available to signed-in Pre-Bid Meeting/Facility Tour attendees as well as, upon request, to any other interested parties. Failure to attend the Pre-Bid Meeting/Facility Tour shall be grounds for the rejection of a Bid submission.

During the Pre-Bid Meeting/Facility Tour, all prospective Evening Custodial Services Providers should raise any questions about the IFB solicitation or the procurement at that time. The Evening Custodial Services Providers may not rely on any verbal responses to questions at the Pre-Bid Meeting/Facility Tour. Material issues raised at the Pre-Bid Meeting/Facility Tour that result in changes to the IFB shall be answered solely through a solicitation amendment/addendum.

The Pre-Bid Meeting/Facility Tour is scheduled for Wednesday, May 10, 2023 at 3:00 p.m. at Mundelein Elementary School District 75, located on 470 North Lake Street | Mundelein, Illinois 60060-1825. A tour of the facilities may be conducted immediately after the completion of the Pre-Bid Meeting/Facility Tour.

It is the responsibility of the Evening Custodial Services Provider to field survey all facilities prior to Bidding. As such, before submitting a Bid, the Evening Custodial Services Provider should visit the

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site(s) and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful Evening Custodial Services Provider.

2.05 *Bid Submission*

Bids shall be submitted on the forms provided with these specifications (See SECTION 23: ATTACHMENTS, EXHIBITS, AND FORMS) along with any, and all, additionally requested documents within this Invitation for Bid.

One (1) original and three (3) copies of the Bids shall be submitted in a sealed envelope properly marked "SEALED BID" with the Evening Custodial Services Provider's complete name and address, Bid number, title of the Bid, date and time of opening, and delivered to T Rancak, CSBO on or before Wednesday, May 17, 2023 at 9:00 a.m. as follows:

SEALED BID
Evening Custodial Services Provider's Name
Evening Custodial Services Provider's Address
IFB# 20230517
Evening Custodial Services
Wednesday, May 17, 2023 at 9:00 a.m.
T Rancak CSBO
Mundelein Elementary School District 75
470 North Lake Street
Mundelein, Illinois 60060-1825

2.06 *Bid Submission Date*

All Bids must be received no later than on or before Wednesday, May 17, 2023 at 9:00 a.m., at Mundelein Elementary School District 75 located on 470 North Lake Street | Mundelein, Illinois 60060-1825. At which time the Bids will be publicly opened and contents announced.

2.07 *Questions and Clarification of Specifications/Instructions*

The Evening Custodial Services Providers are responsible for examining the IFB, and any amendments/addenda issued, to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the Evening Custodial Services Provider.

Should the Evening Custodial Services Provider find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the Evening Custodial Services Provider shall promptly notify:

T Rancak, CSBO
Mundelein Elementary School District 75
470 North Lake Street
Mundelein, Illinois 60060-1825
Phone: (847) 949-2700 ext. 2020
Email: trancak@d75.org

Any explanation and/or inquiry desired by an Evening Custodial Services Provider regarding the meaning or interpretation of a specification contained herein must be requested in writing. Inquiries received after Friday, May 12, 2023 at 3:30 p.m. will not be given consideration. The Evening Custodial Services Provider making such request will be solely responsible for its timely receipt by District 75.

2.08 *Amendments/Addenda*

If clarification of the specifications/instructions is required, District 75 will clarify the specifications/instructions in the form of an amendment/addendum issued to all prospective Evening

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Custodial Services Providers. If District 75 issues any changes to this IFB, acknowledgement of receipt of such changes must be made to District 75 in writing, signed by an individual authorized to legally bind the Evening Custodial Services Provider, and included in the Evening Custodial Services Provider's Bid package. If changes to the IFB are not acknowledged, District 75 retains the right to reject the Bids non-responsive. No amendments/addenda will be issued within seven (7) working days of the time and date set for the Bid opening. Should District 75 determine that clarification of the specifications/instructions is necessary within seven (7) working days of the time and date set for the Bid opening, the time and date set for the Bid opening will be delayed to allow issuing an amendment/addendum.

The only method by which any requirement of this solicitation may be modified is by written amendment/addendum. All written amendments/addenda to the IFB will be listed on District 75 website (www.district75.org). Upon request, amendments/addenda may also be emailed and/or faxed to Evening Custodial Services Providers. Oral answers will not be provided. District 75 is not responsible if a Evening Custodial Services Provider does not receive amendments/addenda in time to include the information with the Bid submission. Amendments/addenda shall be acknowledged by signature and included with the Bid submission.

District 75 assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written amendment/addendum to the solicitation.

2.09 *Legislative Changes*

The subject matter of this IFB and any amendments/addenda are subject to legislative changes either by the Federal or State government. If any such changes occur prior to the contract award, then all Evening Custodial Services Providers will have the opportunity to modify their Bids to reflect such changes. If any such changes occur after a contract award has been made, then District 75 (i) reserves the right to negotiate modifications to the contract (executed in conjunction with this IFB and subsequent award) reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful Evening Custodial Services Providers with the opportunity to modify their Bids to reflect such legislative changes.

2.10 *Minimum Bid Qualifications*

The Evening Custodial Services Provider shall have previous experience in providing Evening Custodial Services and possess the manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified by District 75.

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SECTION 3. GENERAL CONDITIONS

3.01 Bid Format

In order for District 75 to evaluate Bids fairly and completely, Bids must follow the format set forth herein and must provide all of the information requested. Each Bid must be typed or written in ink. No pencil Bids shall be allowed.

As a part of a complete Bid, all exhibits and forms enumerated in SECTION 23: ATTACHMENTS, EXHIBITS, AND FORMS, shall be provided with the Bid in fully executed, original form.

As a part of a complete Bid, all specifications along with other documents called for in this IFB must be contained in the Bid Response including all items identified in the following list. These items must be addressed as concisely as possible in order for a Bid to be considered complete. The following will be furnished by the Evening Custodial Services Provider on the Evening Custodial Services Provider's form. Failure to conform to the stated requirements may necessitate rejection of the Bid.

1. Cover Letter. The cover letter must confirm that the Evening Custodial Services Provider understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB and should the contract (executed in conjunction with this IFB and subsequent award) be awarded to the Evening Custodial Services Provider; the Evening Custodial Services Provider would be prepared to begin services upon contract approval from District 75. The cover letter must include the full contact information of the person(s) District 75 shall contact regarding the Bid. A Bid representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not sub-contractors will be used.
2. Experience & Operational Plan. The Evening Custodial Services Provider must describe their capabilities to provide the services requested in this Bid by providing the following:
 - a. A description of the Evening Custodial Services Provider's experience as required in this IFB.
 - b. Relevant samples/portfolio of related work, preferably in the education sector.
 - c. Staffing and operational plan for the contract (executed in conjunction with this IFB and subsequent award), including use of any sub-contractors and description of equipment to be used.
3. Biographies of the Account Team. The Evening Custodial Services Provider must include the biographies of the account team who will be assigned to the project.
4. Pricing. All pricing should be inclusive of all related fees, costs, etc. District 75 is not responsible for, nor will District 75 pay, for any costs associated with the Bid that are not included in the Bid submission.
5. Sub-Contracting Information. The Evening Custodial Services Provider must include all sub-contracting information required by this IFB with their Bid submittal.
6. Bid Security Bond. See SECTION 3.14: BID BOND REQUIREMENTS.
7. Equipment and Materials List – Enclose a complete listing of the supplies and equipment to be used in the contract (executed in conjunction with this IFB and subsequent award).
8. The Evening Custodial Services Provider's sworn statement certifying employee turnover rate for the past three (3) full years.
9. The Evening Custodial Services Provider's Organization Chart.
10. The Evening Custodial Services Provider's Operations Chart – Enclose a copy of a diagram/flow chart showing the number of custodians/supervisors, etc., and the number of hours that each will work per day/night shift.

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11. Training Program – Enclose a copy of the training policies and sample of manuals that will be utilized for all production employees, on-the-job supervisors and managers assigned to District 75 buildings.
12. The Evening Custodial Services Provider’s insurance carrier’s stating the Evening Custodial Services Provider’s present worker’s compensation mod rate.
13. The Evening Custodial Services Provider’s Statement of Qualifications. See SECTION 3.02: STATEMENT OF QUALIFICATIONS.
14. The Evening Custodial Services Provider’s Employee Turnover: Work force stability is essential to perform promptly and adequately the Evening Custodial Services Provider’s obligations hereunder and that the Evening Custodial Services Provider is responsible for minimizing employee turnover to the extent possible to affect that end. The Evening Custodial Services Provider shall submit with this Bid a sworn statement regarding employee turnover for the last three (3) full years of service. Partial years will not be accepted. As a part of a complete Bid, the Evening Custodial Services Provider shall also furnish a certificate from the Evening Custodial Services Provider’s insurance carrier, which states the Evening Custodial Services Provider’s present worker’s compensation mod rate.
15. Material Safety Data Sheets (MSDS) for chemicals intended for use as a part of the contract (executed in conjunction with this IFB and subsequent award). See SECTION: 4.27: MATERIAL SAFETY DATA SHEETS (MSDS).
16. Equipment specifications for all types equipment to be provided by the Evening Custodial Services Provider in fulfillment of the required services as a part of the contract (executed in conjunction with this IFB and subsequent award).
17. Evidence of completion IICRC-approved Carpet Cleaning Technician (CCT) course or equivalent by supervision for District 75’s project.
18. Outline of the Evening Custodial Services Provider’s quality control program reports and tools to be utilized in performance of the Evening Custodial Services the contract (executed in conjunction with this IFB and subsequent award) if awarded to the Evening Custodial Services Provider.
19. Copy of Building Inspection Forms Currently in Use - a daily building inspection report currently being utilized by the firm.
20. Customer Contact Procedure - Enclose copy of the procedure that will be used for weekly customer contact, and monthly formal customer reviews.
21. References: The Board is concerned with both the financial responsibilities of the Evening Custodial Services Provider and the proven ability to satisfactorily perform the contract (executed in conjunction with this IFB and subsequent award). Written responses must be provided within the Bid for the following areas of concern:
 - a. Please provide five (5) references from public school districts currently under contract with the firm. These school districts must have current contracts in place for providing Evening Custodial Services. The letters of recommendation MUST be provided by public school districts in the State of Illinois. Each reference must be with districts where you supply at least seventy-five percent (75%) of the Evening Custodial Services that are required in the contract (executed in conjunction with this IFB and subsequent award). No exceptions.
 - b. Indicate all contracts the firm has defaulted on or that have been canceled by a school district or other contracting party, or by the Evening Custodial Services Provider, in the past seven (7) years.
22. Financial Information including:
 - a. Dunn and Bradstreet Rating.
 - b. Bank References (Include Contact Name).

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The Evening Custodial Services Provider may be requested to submit the most recent annual audit including Income Statement and Balance Sheet or Schedule C from most recent U.S. Income Tax Return after the Bid opening. Additionally, the Evening Custodial Services Provider may be requested to submit copies of reports for state and federal taxes and Workers Compensation, unemployment, and FICA.

3.02 *Statement of Qualifications*

The Evening Custodial Services Provider shall provide a qualifications statement, which is as thorough and detailed as possible so District 75 may properly evaluate the Evening Custodial Services Provider's capabilities to provide the required services. Evening Custodial Services Provider are required to submit completely the following items:

1. The return of a complete IFB, fully responsive as requested.
2. Evidence of experience in providing Evening Custodial Services and management thereof of the size and scope as described herein; including but not limited to experience in providing quality personnel, staff training and development programs and clean, safe and efficient facilities.
3. Information about Company organization and background.
4. Demonstrate the experience of the company in providing quality supportive management services, including, but not limited to, the following areas of emphasis:
 - a. Evidence of satisfactory performance and operation in other similar institutions.
 - b. Experience in providing highly trained and skilled production personnel.
 - c. Motivation programs and other educational program support systems.
 - d. Training and in-service education.
 - e. Computerized Maintenance Management Systems.
 - f. Written standards, procedures, schedules and records.
5. Present any other pertinent information, which demonstrates the Evening Custodial Services Provider's capability to successfully provide these services.
6. Identify those capabilities and resources to be provided directly by the Evening Custodial Services Provider's organization as compared to a specified service, provided by a sub-contractor. All regular workers must be employees of the Evening Custodial Services Provider. No sub-contracted workers without express written consent of District 75.
7. Provide a list of customers for whom the company is currently providing Evening Custodial Services where employees on the Evening Custodial Services Provider's payroll are actually providing the cleaning and other services.

3.03 *Bid Submission Acknowledgments and Certifications*

All information required by the IFB must be supplied to constitute a proper and complete Bid. Nonconforming Bids may be rejected at the sole discretion of District 75.

The signing of the Bid forms shall be construed as acceptance of all provisions contained herein and the Evening Custodial Services Provider is informed of all conditions and specifications contained in the IFB.

The submission of a response shall be prima facie evidence that the Evening Custodial Services Provider has full knowledge of the scope and nature of the IFB. Faxed and email Bids ARE NOT acceptable. All exhibits in SECTION 23: ATTACHMENTS, EXHIBITS, AND FORMS, must be provided with the Bid in fully executed, original form.

3.04 *Bid Signatures*

The Bid submission forms must be signed in ink by an individual authorized to legally bind the Evening Custodial Services Provider submitting the Bid. The Evening Custodial Services Provider's

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signature on a Bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude District 75 from obtaining the best possible supply or service.

3.05 *Late Bids*

Bids submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate Evening Custodial Services Provider. Postmarks or dating of documents will be given no consideration in the case of late Bids.

3.06 *Right to Reject and/or Cancel*

District 75 reserves the right to reject any and/or all Bids or parts thereof, to waive any irregularities or informalities in the Bidding procedures when there are sound documented reasons to do so. As such, District 75 reserves the right to do any or all of the following:

- Cancel this IFB;
- Modify this IFB in writing as needed; and/or
- Reject any or all Bids received in response to this IFB.

District 75 reserves the right to accept any Bid, either in whole or in part, and to waive any irregularities or informalities in the Bidding procedures when there are sound documented reasons to do so. The contract (executed in conjunction with this IFB and subsequent award) will be awarded, if at all, to the responsive and responsible Evening Custodial Services Provider whose Bid is lowest and meets the specifications as determined by District 75.

Any such decision shall be considered final and not subject to recourse. Unless District 75 is advised to the contrary, it is understood that the submitted Bid documents have been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the Bid. Submit complete specifications for any substitute offered. In the event two (2) Bids have submitted equal values for items listed, the in-district Bid will be given preference, everything else being equal.

3.07 *Errors or Omissions*

No claim for relief because of errors or omissions in the Bid will be considered, and the Evening Custodial Services Providers will be held strictly to the Bids, as submitted. All Bids shall be submitted with each space properly completed. Should a Evening Custodial Services Provider find any discrepancies in, or omissions from any of the documents, or be in doubt as their meanings, the Evening Custodial Services Provider shall submit questions in writing. See SECTION 2.07: QUESTIONS AND CLARIFICATION OF SPECIFICATIONS/INSTRUCTIONS for more information.

3.08 *Deviations or Exceptions*

No deviations or exceptions from the IFB specifications and conditions will be accepted.

3.09 *Gifts and Gratuities*

Acceptance of gifts from Evening Custodial Services Provider's and the offering of gifts by Evening Custodial Services Provider's is prohibited. No employee of District 75 (purchasing products under provisions of this IFB and/or issued as a result of this IFB) shall accept, solicit, or receive, either directly or indirectly, from any person, firm or corporation any gift or gratuity.

3.10 *Right to Investigate*

As part of the IFB process, District 75 may make inquiries and investigations, including visiting sites or obtaining verbal or written references from the Evening Custodial Services Provider customers, to determine the ability of the Evening Custodial Services Provider to provide service and to fulfill the IFB terms.

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3.11 *Bid Validity Period*

All Bids shall remain valid and subject to acceptance for a period of ninety (90) days after the Bid opening date. Award of the contract (executed in conjunction with this IFB and subsequent award) shall be made to the lowest responsive, responsible Evening Custodial Services Providers as determined by District 75, based on the criteria and specifications outlined in the IFB and further set forth in the contract (executed in conjunction with this IFB and subsequent award).

3.12 *Bid Modifications After Opening*

No Bid may be modified, once opened without the prior written approval of District 75.

3.13 *Bid Withdrawal or Changes*

A written request for the withdrawal of a Bid or any part thereof may be granted if the request is received by District 75 prior to the specified time and date of the Bid opening. The Evening Custodial Services Provider may not withdraw, cancel, or modify their Bid after the specified time and date of the Bid opening, without prior written approval.

Any change may be made only by substitution of another sealed Bid if received by District 75 prior to the specified time and date of the Bid opening. The successful Evening Custodial Services Provider may not withdraw, cancel, or modify their Bid after the specified time and date of the Bid opening.

No Bid may be withdrawn for a period of ninety (90) days subsequent to the opening of the Bid without the prior written approval of District 75.

3.14 *Bid Bond Requirements*

Each Bid shall be accompanied by Bid security in the form of a Bid bond, bank draft, or certified check made payable to District 75 in an amount equal to five percent (5%) for the first year of the contract (executed in conjunction with this IFB and subsequent award) in an amount reflecting the value of the "Base Bid" for the first full year of services, issued by a properly licensed commercial surety having a "Best" rating of A- or better.

The Bid bond shall be given as a guarantee that the Evening Custodial Services Provider will supply the items in accordance with specifications and prices within the Bid submission.

The provision of security is one of the factors that will be used to determine the responsibility of the Evening Custodial Services Provider. Bid deposits of unsuccessful Evening Custodial Services Provider's will be returned immediately after the award of the contract (executed in conjunction with this IFB and subsequent award). Bid deposits will not be accepted after the scheduled Bid opening.

The successful Evening Custodial Services Provider's bond will be retained by District 75 until the contract (executed in conjunction with this IFB and subsequent award) is signed and services have commenced and been satisfactorily performed, to District 75's satisfaction, for a period of sixty (60) days.

3.15 *Performance and Payment Bond Requirements*

The successful Evening Custodial Services Provider will be required to submit a performance and payment bond based on twenty percent (20%) of the value of the "Base Bid" for the first full year of services.

The performance and payment bond must be issued by a properly licensed commercial surety having a "Best" rating of A- or better. Company must be licensed in the State of Illinois and shall show evidence of same. Bids that do not include a cost for a proper performance and payment bonds will NOT be considered.

The bond shall be signed and sealed by an authorized representative of the bonding company and an authorized office or representative of the Evening Custodial Services Provider, and a certificate of the authority of those signing the bond, if not officers, shall be attached thereto.

The bond shall guarantee the performance of the duties placed on the Evening Custodial Services Provider by the Prevailing Wage Act, if applicable, as well as all other duties undertaken by them

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pursuant to the contract (executed in conjunction with this IFB and subsequent award) with the Board, and shall indemnify the Board from any liability or loss resulting to the Board from any failure of the Evening Custodial Services Provider to fully perform each or all of said duties. The bond shall be deemed to cover all such duties.

3.16 *Additional Administrative, Contractual, or Legal Remedies*

District 75 must adhere to applicable Bidding practices established by State Law and good administrative practice. See SECTION 4: GENERAL CONTRACT TERMS for more information.

3.17 *Defaults or Arrears*

No Bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to District 75 upon any debt or contract, or is a defaulter, as surety or otherwise, upon any obligation to District 75, or has failed to perform faithfully any previous contract with District 75.

3.18 *Property of District 75*

All completed Bids and supporting documentation submitted shall be the property of District 75.

3.19 *IFB Confidentiality*

Until such time as the contract (executed in conjunction with this IFB and subsequent award) is awarded, no Evening Custodial Services Provider, prospective or otherwise, shall be provided access to any supporting Bid received by District 75. All supporting Bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by District 75 employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the contract (executed in conjunction with this IFB and subsequent award) has been awarded. Violation of this clause by any Evening Custodial Services Provider, prospective or otherwise, shall result in automatic disqualification of the Evening Custodial Services Provider from being awarded the contract (executed in conjunction with this IFB and subsequent award). Violation of this clause by District 75 may result in (1) temporary withholding of cash payments pending correction of the deficiency by District 75 or other more severe enforcement action; (2) disallowing of both, use of funds and matching credit for all or part of the cost of the activity or action not in compliance; (3) whole or partial suspension or termination of District 75's program; (4) withholding of further awards for the program; or (5) other remedies that may be legally available. Actions that result in the violation of law will be referred to the appropriate local, State or Federal authority having jurisdiction.

3.20 *IFB Preparation Costs*

The costs for developing and delivering responses to this IFB are entirely the responsibility of the Evening Custodial Services Provider. District 75 is not liable for any expense incurred by the Evening Custodial Services Provider in the preparation and presentation of their Bid or any other costs incurred by the Evening Custodial Services Provider prior to execution of a Purchase Order or Contract.

3.21 *Bid Award*

The successful Evening Custodial Services Provider will be notified within three (3) business days by email or telephone of their award of the contract (executed in conjunction with this IFB and subsequent award) following the District 75 Board of Education meeting. The Evening Custodial Services Provider may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from District 75. District 75 reserves the right to make moderate quantity alterations to conform to budget limitations.

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SECTION 4. GENERAL CONTRACT TERMS

These general terms and conditions will be observed in preparing the Bid to be submitted.

4.01 *Assignments and/or Sub-contracting*

No provision of the contract (executed in conjunction with this IFB and subsequent award) shall be assigned or sub-contracted without prior written consent of District 75.

4.02 *Solicitation/Contract Terms*

This solicitation/contract, exhibits, and attachments constitute the entire agreement between District 75 and Evening Custodial Services Provider and may not be changed, extended orally, or altered by course of conduct. No other contracts will be signed by District 75.

4.03 *Contract Warranties*

Each party to the contract (executed in conjunction with this IFB and subsequent award) represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under the contract (executed in conjunction with this IFB and subsequent award) and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the contract (executed in conjunction with this IFB and subsequent award), and (c) the contract (executed in conjunction with this IFB and subsequent award) constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.04 *Silence, Absence, or Omission of Specifications*

Any silence, absence, or omission of specifications concerning any point from this IFB and/or the contract (executed in conjunction with this IFB and subsequent award) shall be regarded as meaning that only the best commercial practices are to prevail, and all materials, workmanship, and services rendered shall be of a quality that would normally be specified by District 75.

4.05 *No Waivers*

No course of dealing or failure of District 75 to enforce strictly any term, right, or condition of the contract (executed in conjunction with this IFB and subsequent award) shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of the contract (executed in conjunction with this IFB and subsequent award) shall operate as a waiver of any other term, right, or condition.

4.06 *Payments on Claims*

Payments on any claim shall not prevent District 75 from making claim for adjustment on any item found not to have been in accordance with the provisions of the contract (executed in conjunction with this IFB and subsequent award).

4.07 *Exhibits, Attachments, and Clauses*

It is agreed between District 75 and Evening Custodial Services Provider that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of the contract (executed in conjunction with this IFB and subsequent award).

4.08 *Compliances – Civil Rights and Non-Discrimination*

The Evening Custodial Services Provider shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

The Evening Custodial Services Provider certifies with submission of a Bid, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of Federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93- 0425; Illinois Human

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Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under.

The Evening Custodial Services Provider acknowledges that the Board of Education may declare any contract (executed in conjunction with this IFB and subsequent award) void if the certification provided by the Evening Custodial Services Provider is found to be false.

4.09 *Compliances – Contracts in Excess of \$100,000*

If the contract (executed in conjunction with this IFB and subsequent award) is in excess of \$100,000, District 75 and Evening Custodial Services Provider shall comply with all applicable standards, orders, or regulations, including but not limited to:

- The Clean Air Act (42 U.S.C. § 7401 et seq.), the Clean Water Act (33 U.S.C. § 1311–1330, § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1.1 et seq.);
- Certificate Regarding Lobbying pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018); and
- Disclosure of Lobbying Activities pursuant to 31 U.S.C. 1352 (Appendix A: 7 C.F.R. Part 3018).

4.10 *Compliances – Other Applicable Standards, Orders, Acts, or Regulations*

The Evening Custodial Services Provider certifies compliance with:

- Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871);
- The Department of Labor regulations (29 C.F.R. Part 5); and
- Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and Department of Labor Regulation (41 C.F.R. Chapter 60).

4.11 *Department of Human Rights Regulations*

All Evening Custodial Services Providers must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act in effect during the term of the contract (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the Bid form. Evening Custodial Services Providers who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the Bid.

4.12 *Equal Employment Opportunity*

To the extent that the Evening Custodial Services Provider is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-Segregated Facilities. The Evening Custodial Services Provider hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-Segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

4.13 *Hold Harmless*

To the fullest extent permitted by law, the Evening Custodial Services Provider agrees to indemnify, defend, and hold harmless District 75 and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the Evening Custodial Services Provider, its sub-contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the Evening Custodial Services Provider or its sub-contractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of the contract

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(executed in conjunction with this IFB and subsequent award), including, without limitation, any representation or warranty provided by the Evening Custodial Services Provider herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the Evening Custodial Services Provider's employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

4.14 *Freedom of Information Act (FOIA)*

By submitting a Bid or otherwise responding in any way to this request for Bids, the bidder acknowledges the following:

- a. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
- b. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its Bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of Bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.
- c. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body 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.

[1] Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that the disclosure of the trade secret or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested. 5 ILCS 140/7(1)(g).

[2] See [Public Access Opinion 18-004](#).

In order for District 75 to respond timely and appropriately to the requirements of the Illinois Freedom of Information Act (FOIA) [5 ILCS 140], the Evening Custodial Services Provider must review all documents required to be provided under the contract (executed in conjunction with this IFB and subsequent award) and the exemptions for release under FOIA and, if exemptions are allowed, provide District 75 a redacted copy for release under FOIA, along with the original. The redacted copy shall be marked as "REDACTED", and the Evening Custodial Services Provider shall reference the specific grounds under FOIA or other law or rule supporting the specific redaction request to exempt certain information. Notwithstanding the foregoing, District 75 may not necessarily be allowed to release just the redacted versions. Redactions based on personal privacy and preliminary drafts, by law, must be sent to the State of Illinois Public Access Counselor before a denial to a FOIA request can be made. District 75 will abide by the decisions of the Public Access Counselor.

4.15 *Confidential and/or Proprietary Data and/or Information*

Each Party, including its agents and sub-contractors, to the contract (executed in conjunction with this IFB and subsequent award) may have or gain access to confidential and proprietary data or information of the other Party including, without limitation, other technical information (including functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how," and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records, and the like), all student data and information, and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). No Confidential Information collected, maintained, or used in the course of performance of the contract (executed in conjunction with this IFB and subsequent award) shall be disseminated except as authorized by law and with the

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written consent of the disclosing Party, either during the Term of the contract (executed in conjunction with this IFB and subsequent award) or thereafter. The recipient must return any and all Confidential Information used in the course of the performance of the contract (executed in conjunction with this IFB and subsequent award), in whatever form it is maintained, promptly upon termination of the contract (executed in conjunction with this IFB and subsequent award), or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction, if destruction is permitted by the disclosing Party. Confidential Information does not include data or information lawfully in the recipient's possession prior to its acquisition from the disclosing Party; received by the recipient from a third party who was free to disclose it; publicly known through no breach of confidentiality obligation by the recipient; or independently developed by the recipient without the use or benefit of the disclosing Party's Confidential Information.

4.16 *Student Records*

The Evening Custodial Services Provider will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.) regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by District 75. To protect the confidentiality of student education records, the Evening Custodial Services Provider will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under the contract (executed in conjunction with this IFB and subsequent award). Any student records in the Evening Custodial Services Provider's possession shall be returned to District 75 when no longer needed for the purposes for which they were provided, or at District 75's written request, they shall be permanently destroyed and the Evening Custodial Services Provider shall provide written confirmation to District 75 upon the destruction of student records.

4.17 *Purchase*

After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by District 75, which shall incorporate all terms and conditions of the Bid Documents.

4.18 *Taxes*

District 75 is exempt from all Federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, District 75 will not be responsible for payment of the taxes. The Evening Custodial Services Provider shall absorb the taxes entirely. Upon request, District 75's Tax Exemption Certificate will be furnished.

4.19 *Compliance*

The Evening Custodial Services Provider shall be in compliance with current and future Local, State, and Federal laws and regulations during the Bidding phase and the performance of the contract.

4.20 *Exceptions*

Any exceptions to these conditions or deviations from the specifications must be submitted in writing and attached to the Bid form.

4.21 *Investigation of Evening Custodial Services Providers*

The Evening Custodial Services Provider shall provide evidence of having owned and operated a Evening Custodial Services company in Illinois serving public school districts for at least the last five (5) years.

4.22 *Eligibility to Contract*

The Evening Custodial Services Provider, pursuant to Section 5/10-20.21(b) of the School Code, with submission of its Bid certifies that neither it, nor any of its partners, or officers or owners:

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- a. Have been convicted in the past five (5) years of the offense of Bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended;
- b. Have ever been convicted of the offense of Bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
- c. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
- d. Have made an admission of guilt of any of the above conduct, which is a matter of record.
- e. The Evening Custodial Services Provider acknowledges that the Board of Education may declare any contract (executed in conjunction with this IFB and subsequent award) void if this certification is false.

4.23 *Signature Constitutes Acceptance*

The signing of the Bid form shall be construed as acceptance of all the provisions contained herein.

4.24 *Examination of Site*

Before submitting a Bid, the Evening Custodial Services Provider should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful Evening Custodial Services Provider.

4.25 *Safety*

The Evening Custodial Services Provider is responsible for making sure that all conditions created by the Evening Custodial Services work are safe for building occupants and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the Evening Custodial Services Provider and provided for in the Bid price.

4.26 *Change in Scope*

The Evening Custodial Services Providers and sub-contractors must receive prior written approval from the designated District 75's Representative(s) before proceeding with any work which is a change in scope and/or additional cost to District 75 other than overtime for emergencies.

4.27 *Material Safety Data Sheets (MSDS)*

In compliance with the "Toxic Substance Disclosure to Employees Act" (P.A.83-240) the Evening Custodial Services Provider must:

- a. Submit Material Safety Data Sheets (MSDS) on all cleaning chemicals to be used in accordance with the OSHA and Illinois Department of Labor's Hazardous Communication Program Regulations prior to their use and commencement of work.
- b. the Evening Custodial Services Providers must maintain five (5) legible bound, inventoried and indexed set of these Material Safety Data Sheets (MSDS) on file at each District 75 facility at all times during the term of the contract (executed in conjunction with this IFB and subsequent award).
- c. Periodic District 75 checks may be performed; the Evening Custodial Services Provider must be able to furnish information on demand.
- d. The Evening Custodial Services Providers who are to perform work at District 75 facilities must make their employees aware of District 75's Hazardous Communication Program. At each building, District 75 has a copy of all Material Safety Data Sheets (MSDS) on products, which District 75 has purchased. The binder containing those Material Safety Data Sheets (MSDS) is in the health office of each building. If any the Evening Custodial Services Provider's employee would like a copy of District 75's Hazardous Communication Plan procedure or a particular Material Safety Data Sheets (MSDS) of a particular material District 75 has delivered to the site from a source other than the Evening Custodial Services Provider, please contact District 75 Operations and Maintenance Office to get a copy duplicated.

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4.28 *Materials*

All materials incorporated into the work shall be new and of high quality. The Evening Custodial Services Provider shall adhere to all manufacturer's recommendations. If requested by District 75 or otherwise set out in the contract documents (executed in conjunction with this IFB and subsequent award), the Evening Custodial Services Provider shall, before purchase of such material, submit to District 75 for District 75's review, and in a format acceptable to District 75, all product data and literature. All manufacturer's warranties shall be forwarded to District 75 prior to substantial completion of the work.

4.29 *Notice to Cure*

The work shall be performed to the satisfaction of the Board of Education. If, in the sole opinion of District 75, the Evening Custodial Services Provider is not satisfactorily performing the services in accordance with the requirements of the agreement, District 75 shall exercise the commencement of a fourteen (14) day cure period during which time the Evening Custodial Services Provider is required to cure the deficiency(s) and provide proof of cure satisfactory to District 75. District 75 reserves the right to simultaneously commence a sixty (60) day notice of termination. Both the exercise of the cure period as well as the termination provisions shall be in writing. On or before the end of the fourteen (14) days cure period, District 75 shall reasonably determine that either (1) the service deficiencies have been corrected, in which case the agreement will continue in full force and effect subsequent to the cure period, or (2) the service deficiencies have not been corrected, in which event District 75 may terminate the agreement in accordance with the sixty (60) day termination notice. In the event that District 75 does not act pursuant to either (1) or (2) above, the service deficiencies shall be deemed corrected and the agreement shall continue in full force and effect thereafter.

4.30 *Rates for Services Additional to Contract Scope*

For the years (beyond July 1, 2023 through June 30, 2024) of the contract (executed in conjunction with this IFB and subsequent award), any increase in price during the renewal term shall be less than both: (1) five percent (5%); and (2) the Consumer Price Index for All Urban Consumers CPI-U) for the prior calendar year issued by the Bureau of Labor Statistics of the United States Department of Labor for the prior calendar year.

4.31 *Right to Cancel the Contract*

As a condition of all Bids, the successful Evening Custodial Services Provider shall enter into a written agreement as prepared by the Board of Education which agreement shall incorporate these specifications including but not limited to a provision, which would permit the Board of Education or the Evening Custodial Services Provider to cancel this agreement upon one-hundred and twenty (120) days written notice.

4.32 *Contract*

Successful Evening Custodial Services Provider must execute a contract with District 75 in the form provided in the sample with this document. The contract (executed in conjunction with this IFB and subsequent award) incorporates all provisions of the instruction to the Evening Custodial Services Providers and general conditions.

4.33 *Proprietary Information*

By submitting a Bid or otherwise responding in any way to this request for Bids, the bidder acknowledges the following:

- a. This public body is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the bidder to this public body is subject to disclosure to third parties in accordance with FOIA.
- b. If the bidder intends for the public body to withhold the bidder's trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the bidder must include with its Bid submittal a written notification specifically identifying such information, along with a statement that disclosure of such information will

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cause competitive harm to the bidder, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the bidder at the time of Bid submittal will be presumed to be open to public inspection. The bidder may be required to substantiate the basis for its claims at a later time.

- c. Notwithstanding timely notice received from a bidder in accordance with Section 7(1)(g), the public body 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.

[1] Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that the disclosure of the trade secret or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested. 5 ILCS 140/7(1)(g).

[2] See [Public Access Opinion 18-004](#).

The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While District 75 will endeavor to maintain all submitted information deemed proprietary within District 75, District 75 will not be liable for the release of such information.

4.34 *Negotiation*

District 75 reserves the right to negotiate all elements, which comprise the Evening Custodial Services Provider's Bid to ensure the best possible consideration, be afforded to all concerned. District 75 further reserves the right to waive any and all minor irregularities in the Bid, waive any defect, and/or reject any and all Bids, and to seek new Bids when such an action would be deemed in the best interest of District 75.

4.35 *Retention of Documentation*

All Evening Custodial Services Provider's materials and supporting documentation, submitted in response to this IFB, becomes the permanent property of District 75.

4.36 *Indemnification*

The Evening Custodial Services Provider shall protect, indemnify and hold District 75 harmless against any liabilities, claims, causes of action, damages, costs and fees, including attorney fees, District 75 incurs occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract (executed in conjunction with this IFB and subsequent award), resulting in whole or in part from the negligent, reckless or intentional acts or omissions of the Evening Custodial Services Provider.

4.37 *Successors and Assigns*

The Evening Custodial Services Provider shall not assign any rights under or interest in the contract (executed in conjunction with this IFB and subsequent award) award without the prior written consent of District 75. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4.38 *Substitutes to Specifications*

Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this IFB. A demonstration may be requested. Submit complete specifications for any substitute offered. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in the Bid.

4.39 *Disclosure*

The Evening Custodial Services Providers shall note any and all relationships that might be a conflict of interest and include such information with the Bid.

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4.40 *Prevailing Wage Law*

The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all the Evening Custodial Services Providers and sub-contractors who are hired by District 75. The Act requires the Evening Custodial Services Providers and sub-contractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed. The Illinois Department of Labor periodically determine what rate is in various locales throughout the State of Illinois. The Evening Custodial Services Provider shall submit certified payroll records with each application for payment.

4.41 *Web Accessibility*

As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under the contract (executed in conjunction with this IFB and subsequent award) must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

4.42 *Liens*

The Evening Custodial Services Provider shall submit mechanics' lien waivers in form acceptable to District 75 with each statement for work rendered or request for payment. Should liens be placed on the project by any sub-contractor due to the Evening Custodial Services Provider's fault or events under its control, the Evening Custodial Services Provider shall indemnify District 75 for all costs, expenses, and attorneys' fees incurred in the resolution of such lien.

4.43 *Differing Site Conditions*

Should the Evening Custodial Services Provider unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, the Evening Custodial Services Provider shall immediately stop the work and shall notify District 75 of the condition in writing. District 75 shall then issue directions. The contract time and contract price shall be equitably adjusted to reflect adjustments in time and price caused by the unforeseen condition. However, prompt written notice by the Evening Custodial Services Provider of the condition shall be a condition precedent to such adjustments.

4.44 *The Evening Custodial Services Provider's Work and Site Safety*

The Evening Custodial Services Provider shall perform all work with the highest standards of workmanship and materials. The Evening Custodial Services Provider shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of District 75. The Evening Custodial Services Provider shall promptly notify District 75 in writing: (i) of any information required from District 75 so the Evening Custodial Services Provider can complete its work in a timely manner; and (ii) of any work requested by District 75 that is not included in the scope of work provided.

The Evening Custodial Services Provider shall be solely responsible for means and methods selected in performing the work. The Evening Custodial Services Provider shall supervise all work so that it is performed in a safe and expeditious manner. The Evening Custodial Services Provider shall be solely responsible for the safe work of its employees and its sub-contractor's employees.

4.45 *Defective Work and Guarantee*

All work shall be of high quality and free of defect. The Evening Custodial Services Provider shall promptly correct any defective work. Payment by District 75 for any work otherwise determined to be defective shall not relieve the Evening Custodial Services Provider of its obligation to correct. Additionally, the Evening Custodial Services Provider shall warrant and guarantee all work to be free from defect for one (1) year following substantial completion of the work, and upon notice by District 75 shall promptly correct such defects appearing within said one (1) year period. This is in addition to any manufacturers' warranties which shall be assigned to District 75 upon completion.

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SECTION 5. CONTRACT TERMS AND TERMINATION

5.01 *Contract Terms*

The contract (executed in conjunction with this IFB and subsequent award) is effective for a three-year period commencing July 1, 2023 or upon written acceptance of the contract, whichever occurs last, through June 30, 2026 (the “Term”).

The initial contract period (executed in conjunction with this IFB and subsequent award) will begin July 1, 2023 through June 30, 2026, with potentially additional successive one (1) year contract renewals (at the discretion of District 75) for each of the years: 2026-2027, 2027-2028, and 2028-2029, pending District 75 Board of Education approval.

In the event that neither District 75 nor the Evening Custodial Services Provider feels that there is need to review the terms of this contract, it is agreed that a request by either party to discuss such terms will be made prior to April 1st of each year. Agreement by either party to discuss any portion of this contract does not bind that party to make changes.

5.02 *Contract Effective Period*

The contract (executed in conjunction with this IFB and subsequent award) is effective for a three-year period commencing July 1, 2023 or upon written acceptance of the contract, whichever occurs last, through June 30, 2026 (the “Term”).

5.03 *Contract Renewal*

The initial contract period (executed in conjunction with this IFB and subsequent award) will begin July 1, 2023 through June 30, 2026, with potentially additional successive one (1) year contract renewals (at the discretion of District 75) for each of the years: 2026-2027, 2027-2028, and 2028-2029, pending District 75 Board of Education approval.

5.04 *Invoicing*

In the first week of each new month, the Evening Custodial Services Provider will furnish the charges for the previous month. Invoicing shall be submitted by the Evening Custodial Services Provider directly to the Superintendent or his/her designee in a format acceptable to District 75.

5.05 *Terms of Payment*

Invoice shall be paid in arrears based upon the actual service provided at the appropriate unit prices. The successful Evening Custodial Services Provider shall submit invoices for services on a monthly basis and agree to be paid via ACH. District 75 will present invoices to the Board of Education for authorization of payment. The invoices shall be paid after the regularly scheduled board meetings and in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. In no case will District 75 agree to late fees prior to sixty (60) days before payment is received, this is based on State Statutes for State funded entities.

5.06 *Beginning of the year meeting*

The Evening Custodial Services Provider agrees to arrange a meeting with all of the Evening Custodial Services Provider’s personnel (assigned to fulfill the service requirements of District 75) and District 75 Administrators prior to the beginning of each school year if so requested by District 75.

5.07 *Procedures*

The Evening Custodial Services Provider and District 75 shall develop specific procedures with regard to the following:

- Emergencies and Accidents
- Employee safety
- Billing procedures
- Communication with all involved parties
- Other procedures as may be deemed necessary

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5.08 *Termination*

District 75 may terminate any contract (executed in conjunction with this IFB and subsequent award) at any time, in whole or in part, with or without cause, upon written notice to the Evening Custodial Services Provider. If the contract is terminated for cause, the Evening Custodial Services Provider shall be liable to District 75 for any increase in project cost incurred by District 75 in completing the work. In the event the contract is terminated for convenience, Evening Custodial Services Provider shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of District 75. District 75 shall have no liability to the Evening Custodial Services Provider beyond the date of termination. In no event shall the Evening Custodial Services Provider be compensated for anticipated profit, overhead or lost opportunity.

5.09 *Termination for Cause*

Either District 75 or Evening Custodial Services Provider can terminate any contract (executed in conjunction with this IFB and subsequent award) for cause or for convenience with a sixty (60) day written notification. Following sixty (60) day written notification, District 75 can terminate any contract (executed in conjunction with this IFB and subsequent award) in whole or in part without the payment of any penalty or incurring any further obligation to the Evening Custodial Services Provider.

If at any time the Evening Custodial Services Provider fails to comply with any of the conditions contained herein, District 75 shall give twenty-four (24) hours notice, in writing, to the Evening Custodial Services Provider of such failure. If the Evening Custodial Services Provider does not remedy the failure within twenty-four (24) hours from receipt of such notice, or if the failure is impossible to remedy with twenty-four (24) hours, show satisfactory proof that the failure will be remedied as soon as practicable or if the Evening Custodial Services Provider shall at any time except because of weather conditions making roads impassable, or other acts of God or strikes, then at the option of District 75 the contract (executed in conjunction with this IFB and subsequent award) may be terminated by delivery to the Evening Custodial Services Provider of a written notice of such election to terminate. In this event the Evening Custodial Services Provider shall remain liable for any cost to District 75 for Evening Custodial Services to the end of the current school year in excess of the cost that would have been payable to the Evening Custodial Services Provider. Failure to exercise rights within twenty-four (24) hours does not preclude any subsequent right to exercise at a later date. If this contract is terminated in accordance with any foregoing provision, all Evening Custodial Services Provider rights shall cease.

The contract (executed in conjunction with this IFB and subsequent award) may also be terminated due to the Evening Custodial Services Provider's failure to pay supplies or workers, or failure to provide sufficient employees or sufficient suppliers for the job.

The contract (executed in conjunction with this IFB and subsequent award) may also be terminated due to the Evening Custodial Services Provider's disregard of applicable laws, ordinances or instructions of District 75.

In the event the Evening Custodial Services Provider should (a) neglect, refuse or fail to perform under the provisions of the contract (executed in conjunction with this IFB and subsequent award), and/or (b) disregard applicable laws, lawful orders or lawful or reasonable instructions of District 75, and/or (c) violate any material provisions of the contract (executed in conjunction with this IFB and subsequent award), (d) in the opinion of District 75 fail in any way to meet the standard of service previously established as set forth in this IFB, District 75 may without prejudice to any other right or remedy which it may have for damages resulting therefrom, whether theretofore or thereafter accruing during the term of the contract (executed in conjunction with this IFB and subsequent award), and without prejudice to any rights against any surety, treat the same as a material breach of the contract (executed in conjunction with this IFB and subsequent award), and after giving the Evening Custodial Services Provider thirty (30) days written notice, terminate this contract.

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In the event of termination for any reason set forth above District 75 at all times reserves the right, without waiver of other rights against the Evening Custodial Services Provider and its surety, to arrange for Evening Custodial Services itself or to enter into a contract with another person, firm or corporation, or to do any other act or thing necessary to assure continuity in continued Evening Custodial Services. In the event of any such termination, District 75 shall retain any other rights or remedies it may have against the Evening Custodial Services Provider and its surety, including but not limited to, recovering damages for breach of contract and recovery under the surety bond required under the contract (executed in conjunction with this IFB and subsequent award).

5.10 *Termination for Convenience*

District 75 reserve the right to terminate the contract (executed in conjunction with this IFB and subsequent award), in part or in whole, upon thirty (30) days written notice for any or no reason. Following any termination for convenience, the Evening Custodial Services Provider shall be entitled to compensation for services completed upon submission of invoices and proof of claim for services provided under the contract (executed in conjunction with this IFB and subsequent award) up to and including the date of termination. District 75 shall have the right to receive services from the Evening Custodial Services Provider through the effective date of the notice of termination, and may, at its election, procure such work from other Evening Custodial Services Providers as may be necessary to complete the services.

5.11 *Termination for District 75 Insufficient Funds*

Notwithstanding any provision to the contrary in the contract (executed in conjunction with this IFB and subsequent award), the obligations of District 75 will cease immediately without penalty of further payment being required if sufficient funds for this Agreement are not appropriated by the Illinois General Assembly or a Federal funding source, or such funds are otherwise not made available to District 75 for payments in accordance with the contract (executed in conjunction with this IFB and subsequent award).

5.12 *Termination for Jeopardy to Health, Safety, or Property*

Notwithstanding the notice period in SECTION 5.09: TERMINATION, SECTION 5.10: TERMINATION FOR CAUSE, SECTION 5.11: TERMINATION FOR CONVENIENCE, AND SECTION 5.12: TERMINATION FOR DISTRICT 75 INSUFFICIENT FUNDS, District 75 may immediately terminate the contract (executed in conjunction with this IFB and subsequent award), in whole or in part, upon notice to the Evening Custodial Services Provider if District 75 determines that the actions, or failure to act, of the Evening Custodial Services Provider, its agents, employees or sub-contractors have caused, or reasonably could cause jeopardy to health, safety, or property; or if District 75 determines that the Evening Custodial Services Provider lacks the financial resources to perform under the contract (executed in conjunction with this IFB and subsequent award).

5.13 *Breach of Noncompliance*

If the Evening Custodial Services Provider fails to perform to District 75's satisfaction any material requirement of the contract (executed in conjunction with this IFB and subsequent award) or is in violation of a material provision of the contract (executed in conjunction with this IFB and subsequent award), District 75 shall provide written notice to the Evening Custodial Services Provider requesting that the breach of noncompliance be remedied within sixty (60) days. If the breach or noncompliance is not remedied by the specified period of time, District 75 may either: (a) immediately terminate the contract (executed in conjunction with this IFB and subsequent award) without additional written notice or, (b) enforce the terms and conditions of the contract (executed in conjunction with this IFB and subsequent award), and in either event seek any available legal or equitable remedies and damages. District 75 may finish the services by whatever method District 75 may deem expedient. Any damages incurred by District 75 as a result of any Evening Custodial Services Provider default shall be borne by the Evening Custodial Services Provider at its sole cost and expense, shall not be payable as part of the contract amount (executed in conjunction with this IFB and subsequent award), and shall be reimbursed to District 75 by the Evening Custodial Services Provider upon demand.

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5.14 *Force Majeure*

Neither the Evening Custodial Services Provider nor District 75 shall be responsible for any losses resulting if the fulfillment of the terms of the contract (executed in conjunction with this IFB and subsequent award) is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence (“Act of God”). District 75 may cancel any contract (executed in conjunction with this IFB and subsequent award) without penalty if the Evening Custodial Services Provider’s performance does not resume within thirty (30) days of the Evening Custodial Services Provider’s interruption of services due to an Act of God.

5.15 *Federal, State, and Local Licenses, Permits, and Certifications*

Throughout the Term of the contract (executed in conjunction with this IFB and subsequent award) and each renewal term, the Evening Custodial Services Provider shall obtain and maintain all applicable licenses, permits, and certifications required by Federal, State, and Local law.

5.16 *Federal, State, and Local Taxes*

The Evening Custodial Services Provider and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property in the State of Illinois in accordance with Section 10-20.21(b) of the School Code (105 ILCS 5/10-20.21 [b]) and the Illinois Use Tax Act (35 ILCS 105/1 et seq.). The Evening Custodial Services Provider certifies that it is not barred from Bidding or entering into the contract (executed in conjunction with this IFB and subsequent award) under Section 10-20.21(b) of the School Code and that District 75 may declare the contract (executed in conjunction with this IFB and subsequent award) void if this certification is false.

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SECTION 6. NONCOMPLIANCE PENALTIES

Should the Superintendent or his/her designee determine that the Evening Custodial Services Provider is not in compliance with the provisions of the contract (executed in conjunction with this IFB and subsequent award), and should the Evening Custodial Services Provider fail to remedy the noncompliance within a time frame stated by the Superintendent or his/her designee to the Evening Custodial Services Provider, noncompliance penalties shall be applied.

The Evening Custodial Services Provider selected agrees that the highest standards of delivery service are expected to be provided to District 75 at all times during the term of the contract (executed in conjunction with this IFB and subsequent award).

District 75 reserves the right to withhold certain payments, in part or in whole, based on the Evening Custodial Services Provider's performance under the terms of the contract (executed in conjunction with this IFB and subsequent award). By accepting the contract (executed in conjunction with this IFB and subsequent award), the Evening Custodial Services Provider agrees that in the event of the specific service violations listed below, that sums listed under each occurrence may be withheld from the next subsequent payment due the Evening Custodial Services Provider.

All District 75 facilities, must be provided enough qualified staff to perform Evening Custodial Services in accordance with the minimum staffing requirements identified by the Evening Custodial Services Provider and specified in SECTION 23 - EXHIBIT B: BID SUBMISSION AND Cost Breakdown Worksheets of the submitted Bid Document. Understanding that, at times, understaffing may occur, the Contractor is required to maintain the minimum staffing standards as submitted in SECTION 23 - EXHIBIT B: BID SUBMISSION AND Cost Breakdown Worksheets of their Bid Document. This may mean the use of substitutes, overtime, etc. to maintain minimum staffing levels and will be provided to District 75 at no additional cost. Should understaffing occur for more than 3 consecutive days in a week, in the District as a whole (not by location), the Contractor will not only make arrangements to maintain the minimum required staffing standards, as set forth in Section 10 - EXHIBIT D - Cost Breakdown of their submitted Bid Document, but will also, provide a credit to District 75 on the next billing cycle of \$200 per individual, per day.

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SECTION 7. RECORD KEEPING

7.01 *Monthly Reporting*

The Evening Custodial Services Provider shall maintain such records as District 75 will need to meet monthly and/or yearly reporting responsibilities and will report requested information/documentation to District 75 promptly at the end of each month.

7.02 *Contract Renewal and Records Surrender*

All records relating to the contract (executed in conjunction with this IFB and subsequent award), including subsequent renewal Terms, if applicable, are property of District 75 and shall be maintained in original form on District 75 premises for the duration of the contract (executed in conjunction with this IFB and subsequent award). At any time during the contract (executed in conjunction with this IFB and subsequent award), District 75 reserves the right to require the Evening Custodial Services Provider to surrender all records relating to the contract (executed in conjunction with this IFB and subsequent award) to District 75 within thirty (30) days of such request. Such records shall include, but are not limited to:

- All data, materials, and products created by the Evening Custodial Services Provider on behalf of District 75 and in furtherance of the Services;
- Invoices charged to District 75 for Evening Custodial Services rendered under the contract (executed in conjunction with this IFB and subsequent award);
- Bid specifications; and
- All documents and records as noted in this IFB and the contract (executed in conjunction with this IFB and subsequent award).

7.03 *Expiration or Termination and Records Surrender*

Upon expiration or termination of the contract (executed in conjunction with this IFB and subsequent award), the Evening Custodial Services Provider shall surrender all records as noted above, relating to the initial the contract (executed in conjunction with this IFB and subsequent award) and all subsequent renewal Terms, if applicable, to District 75 within thirty (30) days of the contract (executed in conjunction with this IFB and subsequent award) expiration or termination.

7.04 *Records Retention*

District 75 shall retain all records relating to the contract (executed in conjunction with this IFB and subsequent award) and all subsequent contract renewal Terms for a period of seven (7) years either from the date the final contract renewal term has expired, receipt of final payment under the contract (executed in conjunction with this IFB and subsequent award) is recorded.

7.05 *Audits, Examinations, Excerpts, and Transcription Records*

All records must be available for the period of time specified above for the purpose of making audits, examinations, excerpts, and transcriptions by representatives of District 75, the Illinois State Board of Education, and other governmental entities with monitoring authority at any reasonable time and place. If audit findings have not been resolved, the records shall be retained beyond the specified period as long as required for the resolution of the issues raised by the audit.

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SECTION 8. INSURANCE REQUIREMENTS

The Evening Custodial Services Provider shall provide District 75, by August 1st, prior to the start of each school year, and prior to each insurance renewal date, certificates of insurance from an insurance company acceptable to District 75 and licensed to do business in the State of Illinois stating coverage not less than the minimum of the amounts stated in **EXHIBIT E: INSURANCE REQUIREMENTS**.

Insurance coverage shall be provided by a company with a policyholder's rating of not less than "A" in Best's Insurance Guide.

Said certificates of insurance will be kept on file at District 75 during the term of the contract (executed in conjunction with this IFB and subsequent award). Ten (10) days, in writing, must be given by the insurance carrier(s) to District 75 in the event of a termination or modification of coverage.

The Evening Custodial Services Provider shall provide workers' compensation insurance for all its employees as stipulated by the laws of the State of Illinois for the duration of the contract (executed in conjunction with this IFB and subsequent award).

The Evening Custodial Services Provider shall indemnify, hold harmless and defend District 75, all its administrators, employees and members of the Board of Education against all suits, actions, legal proceeding, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in a matter caused by, arising from, incident to, connected with, or developing from the performance of the contract (executed in conjunction with this IFB and subsequent award) by the Evening Custodial Services Provider.

See **EXHIBIT E: INSURANCE REQUIREMENTS** for more info.

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SECTION 9. PERSONNEL AND EMPLOYMENT REQUIREMENTS

9.01 *General*

It should be understood that providing Evening Custodial Services is a unique and specialized professional service. It is essential that Evening Custodial Services be provided regularly, promptly, safely, and without interruption or incident and that the safety of students shall take precedence over the interest of either the Evening Custodial Services Provider and its employees or District 75. It shall be a primary obligation of the Evening Custodial Services Provider to operate its affairs so that District 75 will be assured of this continuous and reliable service.

The Evening Custodial Services Provider shall use all due care and caution in selecting its employees and make certain their employees and all other Evening Custodial Services Provider's persons coming in contact with students are of stable personality and of the highest moral character. The responsibility of hiring and discharging personnel under the contract shall rest entirely upon the successful Evening Custodial Services Provider; however, District 75 shall have the right to request the removal of any Evening Custodial Services Provider's employee from District 75 assignment.

The Evening Custodial Services Provider shall bear the sole responsibility of all costs incurred in providing qualified personnel, such costs including but not limited to training, safety seminars, physical examinations, criminal background checks, drug tests, license and permit fees, recruitment expenses, salaries, fringe benefits and other conditions of employment.

The Evening Custodial Services Provider shall ensure the recruitment, supervision and training of sufficient able personnel to carry out the Evening Custodial Services Provider's obligation hereunder. If the Evening Custodial Services Provider has no training policies or manuals, the Evening Custodial Services Provider shall submit a written statement to that effect.

District 75 shall reserve the right to require the successful Evening Custodial Services Provider to remove from any site any employee of the Evening Custodial Services Provider who shall be deemed incompetent or detrimental to the best interest of District 75 at its' sole discretion. Because Evening Custodial Services Provider employees may be performing their duties while students, parents, or activity groups are in the building(s), it is absolutely mandatory that all Evening Custodial Services Provider employees be of high moral character and properly attired at all times. It is the responsibility of the Evening Custodial Services Provider to provide company uniforms (including a minimum of a shirt with the company name or logo on it in no less than one (1) inch tall contrasting print) to all Evening Custodial Services Provider employees and require that they be worn at all times while working on District 75 property. 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 Evening Custodial Services Provider employees readily identifiable.

Evening Custodial Services Provider's Account Manager shall make every effort to see that employees under his supervision at no time are to tamper with, remove or "borrow" the personal property of teachers and students. The same is also to apply to that property and equipment owned by District 75. Should an employee of the Evening Custodial Services Provider quit or be terminated, it is the responsibility of the Evening Custodial Services Provider's Account Manager to see that any District 75 property, e.g. building keys, proximity card, I.D. badge, etc. be removed from terminated employee before he/she leaves the building on the last day of employment.

At some time during the period covered by the contract (executed in conjunction with this IFB and subsequent award), it may become necessary to add to or delete from the specifications originally agreed upon between the Evening Custodial Services Provider and District 75. 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/addenda to the original contract (executed in conjunction with this IFB and subsequent award) will in no way

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invalidate or make void the terms of the original contract (executed in conjunction with this IFB and subsequent award).

In the event a written document as outlined above becomes necessary, it shall be referred to as an amendment/addendum to the original contract (executed in conjunction with this IFB and subsequent award) and will in no way invalidate or make void the terms of the original contract (executed in conjunction with this IFB and subsequent award). Two (2) copies of said amendment/addendum must be signed by an authorized official of each party. One (1) copy will be given each party after proper execution and then be considered a part of the original contract (executed in conjunction with this IFB and subsequent award).

9.02 *Criminal Background Investigation*

All personnel are subject to a criminal background investigation in accordance with Section 10-21.9 of the Illinois School Code regarding criminal investigations of the Evening Custodial Services Provider's employees who travel onto District 75 property and/or who have direct contact with students. As such, the Evening Custodial Services Provider shall perform criminal background checks for all personnel, as well as any other employees having contact with students.

The Evening Custodial Services Provider shall ensure, at its own expense, the required fingerprint-based criminal history records checks are conducted on all Evening Custodial Services Provider employees assigned to District 75 and results are provided to District 75 per the School Code of Illinois, 105 ILCS 5/10-21.9. Furthermore, the Evening Custodial Services Provider is not permitted to employ on the premises of District 75 any employee who has been convicted of an offense as described in 105 ILCS 5/21-23a.

The Evening Custodial Services Provider shall submit immediately the name and birth date of all candidates to be recommended for employment in District 75. All candidates will be required to submit to a fingerprint criminal background check with the Illinois State Police and the Federal Bureau of Investigation through District 75 at the Mundelein Police Department (a fee of \$40 per individual will be billed by District 75 to the Evening Custodial Services Provider and the Evening Custodial Services Provider will be responsible to pay said cost), prior to employment being offered. District 75D will notify the Evening Custodial Services Provider that the fingerprint criminal background check has been received and the candidate is eligible for employment.

All employees of the Evening Custodial Services Provider who travel onto District 75 property and/or who have direct contact with students must first have passed the requirements of the Criminal Background Check prior to being assigned to work on District 75 property. Said Criminal Background Check must be received and reviewed prior to the first day of employment.

- a. The Evening Custodial Services Provider shall provide a written report to District 75 of an annual check of the State of Illinois Sex Offender web-site and the Murderer and Violent Offender Against Youth web-site as verification that no active Evening Custodial Services Provider's employees working on District 75 property are listed on the web-site. Report shall be researched and furnished to District 75 within fifteen (15) days of July 1st of each year of the contract.
- b. The Evening Custodial Services Provider hereby represents warrants and certifies that no officer or director of the Evening Custodial Services Provider has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one (1) or more of the following offenses set forth in the Criminal Code of 1961. 720 ILCS 5/1-1 et. seq., Sections 11-6 (Indecent solicitation of a child), 11-9 (public indecency), 11-14 (prostitution), 11-15 (soliciting for prostitute), 11-15.1 (soliciting for a juvenile prostitute), 11-6 (pandering), 11-17 (keeping a place of prostitution), 11-18 (patronizing a prostitute), 11- 19 (pimping), 11-19.1 (juvenile pimping), 11-10.2 (exploitation of a child), 11-20 (obscenity), 11-20.1 (child pornography), 11-21 (harmful material), 12-15 (criminal sexual assault), 12-14 (aggravated criminal sexual assault), and/or those offenses defined in the "Cannabis Control Act", 410 ICS 550/1, et. seq. (except paras. 704 and 705 of that Act), and/or those offenses defined in the "Illinois Controlled Substances Act", 720 ILCS 570/100

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- et. seq., and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one (1) or more of the foregoing offenses.
- c. The Evening Custodial Services Provider agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in District 75, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contact with employees shall be required to furnish a written “Authorization for Criminal Background Information” on forms provided by District 75 authorizing the Board of Education to request a criminal background investigation of said person pursuant to Section 10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. The Evening Custodial Services Provider further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.
 - d. In the event the criminal background check demonstrates that any employee of the Evening Custodial Services Provider has been convicted of any of the offenses set forth above, or is unsuitable in the sole opinion of District 75 representatives, The Evening Custodial Services Provider shall, upon written notice, refrain from allowing any such employee to provide services to District 75.
 - e. The Evening Custodial Services Provider further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position.
 - f. The Evening Custodial Services Provider shall provide copies of all such background checks. District 75 shall have the right to request that any employee of the Evening Custodial Services Provider be removed from performing any services for District 75 for any reason. Following such request, the Evening Custodial Services Provider shall immediately remove and replace the employee in question.

See EXHIBIT H - 11: CERTIFICATION REGARDING COMPLIANCE WITH CRIMINAL BACKGROUND INVESTIGATIONS for more information.

9.03 *Sex Offender, Child Murderer, and Violent Offender Checks*

For each Evening Custodial Services Provider employee, the Evening Custodial Services Provider shall perform periodic checks of the Statewide Sex Offender Database, as authorized by the Sex Offender Community Notification Law (730 ILCS § 152/101 et seq.), and the Statewide Child Murderer and Violent Offender Against Youth Database, as authorized by the Child Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS § 154/75–105). All results must be provided to District 75.

9.04 *Faith’s Law Compliance*

As required under 105 ILCS 5/22-94 (“Faith’s Law”), Custodial Service Provider shall perform the required Employment History Review either at the time of initial hiring of an employee or prior to the assignment of an existing employee or person to perform work for District 75 in a position involving direct contact with children or students, using the template developed by the State Board of Education which can be found at <https://www.isbe.net/educatorquality>. The Employment History Review remains valid as long as the employee remains employed by the Custodial Service provider, even if assigned to perform work for other school districts.

“Direct contact with children or students” is defined under the statute as “the possibility of care, supervision, guidance, or control of children or students or routine interaction with children or students.”

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Custodial Service Provider shall maintain records documenting the employment history reviews for all employees as required by Faith's Law and shall provide the District 75 access to the Employment History Review documents for any person assigned to perform work in District 75 within five (5) days of a written request.

Prior to assignment to perform work for District 75, Custodial Service Provider shall inform District 75 of any instance known to Custodial Service Provider, either as a result of the Employment History Review or personally, in which the assigned person:

- (a) Has been the subject of a sexual misconduct allegation unless a subsequent investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated;
- (b) Has ever been discharged, been asked to resign from, resigned from, or otherwise been separated from any employment, been removed from a substitute list, been disciplined by an employer, or had an employment contract not renewed due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated; or
- (c) Has ever had a license or certificate suspended, surrendered, or revoked due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation, unless the investigation resulted in a finding that the allegation was false, unfounded, or unsubstantiated.

Custodial Service Provider shall not assign any person to perform work for District 75 in a position involving direct contact with children or students if District 75 objects to the assignment after being informed of an instance listed above. Additionally, Custodial Service Provider may not assign any person to District 75 for a position involving direct contact with children or students who fails to complete the Employment History Review authorization as required by law.

Custodial Service Provider shall provide to District 75 certification that they have conducted the Employment History Review pursuant to Faith's Law for any person assigned by Custodial Service Provider to District 75 prior to the commencement of any work covered by this contract, as evidence that all requirements under Faith's Law have been complied with. This certification shall verify that all employees assigned to District 75 have no known history of sexual misconduct. Custodial Service Provider must certify that all persons assigned to District 75 are eligible for employment pursuant to Faith's Law.

9.05 *Post-Accident Drug Testing*

Post-accident testing is required. Post-Accident Drug Testing refers to the alcohol or drug test an employee must complete after being involved in accidents. District 75 utilizes this post-accident policy to boost safety at the workplace and to lower the legal liability and the variety of costs that could be connected to a workplace accident. The District 75 Post-Accident Drug Testing is to be done immediately after an accident to determine if the performance of the Evening Custodial Services Provider employee contributed to the accident or can be provably dismissed as one of the leading factors to that accident. It should be carried out no later than twelve (12) hours after the accident and any Evening Custodial Services Provider employee must be willing to be tested at any time. Additionally, the Evening Custodial Services Provider employee should not return to work until after test results have been received.

All drug and alcohol testing procedures shall be in strict compliance with State and Federal regulations.

9.06 *Orientation*

All personnel must participate in an orientation session scheduled and conducted on an annual basis by the Evening Custodial Services Provider as requested by District 75 and/or the Evening Custodial

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Services Provider and shall attend whatever institutes, classes or seminars required or recommended by the Illinois State Board of Education.

9.07 *Safety Program*

The Evening Custodial Services Provider shall administer a safety program for its personnel. This program shall include, but not be limited to, regularly scheduled safety meetings for the Evening Custodial Services Provider's personnel. A schedule of these meetings will be provided to District 75.

9.08 *Information Requirements*

The Superintendent or his/her designee shall be responsible for direct communications between District 75 and the Evening Custodial Services Provider.

Not later than August 1st, prior to the beginning of each school year, the Evening Custodial Services Provider shall provide to the Superintendent or his/her designee the following information regarding all personnel in the employment of the Evening Custodial Services Provider who are involved in providing Evening Custodial Services for District 75:

- Name- first and last;
- Personnel' license number and date of expiration;
- Health certificate and negative patch or TB test, and date(s) issues;
- Evidence of having passed the Criminal Background Investigation as required by Illinois Statute, including checks of the Statewide Sex Offender Database and Violent Offender Against Youth Database;
- Advise District 75 of any personnel who is ticketed and/or arrested on any traffic offense during the term of the contract (executed in conjunction with this IFB and subsequent award).

9.09 *Hours of Employment*

The Evening Custodial Services Provider shall comply with all wage and hours of employment regulations of Federal and State Law.

9.10 *Fair Labor Standards Wages*

The Evening Custodial Services Provider shall pay all Evening Custodial Services Provider employees in accordance with the Fair Labor Standards Act and any other applicable statutes.

9.11 *Employment of Staff*

The Evening Custodial Services Provider and District 75 recognize that one of the most important elements of a successful Evening Custodial Services program is the staff employed to administer the program. The Evening Custodial Services Provider shall be responsible for the employment of all staff necessary to provide safe, timely, and efficient Evening Custodial Services to District 75.

9.12 *District 75 Policies, Rules, and Regulations*

The Evening Custodial Services Provider shall instruct its employees to abide by the policies, rules, and regulations, with respect to Evening Custodial Services and use of District 75 premises, as established by District 75 and furnished in writing to the Evening Custodial Services Provider.

9.13 *Evening Custodial Services Provider Policies, Rules, and Regulations*

The Evening Custodial Services Provider shall provide District 75 with a list of its personnel policies and employee handbook.

9.14 *Communicable Diseases*

The Evening Custodial Services Provider shall ensure that all individuals performing services on the Evening Custodial Services Provider's behalf in or for District 75 shall be free from communicable diseases, including tuberculosis, and administered a tuberculosis screening test if they have a documented positive tuberculosis screening test result or otherwise meet the requirements for

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tuberculosis screening as set forth in the Illinois Department of Public Health's rules (77 Ill. Adm. Code 696.140), prior to performing any such services in or for District 75, and shall ensure that all such individuals comply with all requirements established by the Illinois Department of Transportation.

9.15 *Other*

All personnel shall maintain a neat and clean appearance at all times. They shall also display some type of I.D. as employees of the Evening Custodial Services Provider. The Evening Custodial Services Provider shall have in its employ during the duration of the contract (executed in conjunction with this IFB and subsequent award), sufficient personnel to adequately service the needs of District 75. The Evening Custodial Services Provider shall prohibit its employees from using intoxicants or habit-forming drugs either prior to reporting for work or during working hours. Such use shall be causes for immediate removal from service to District 75. Prior to commencing service, the Evening Custodial Services Provider shall place on file with District 75 the following:

- Personnel Applications
- Personnel Training Records
- Personnel Criminal Background Check Information

Personnel shall be clean, neatly attired and mannerly in speech and actions at all times.

Requests for personnel changes are subject to the approval of the Superintendent or his/her designee.

9.16 *Employee Removal*

Upon written request of District 75, the Evening Custodial Services Provider will remove any Evening Custodial Services Provider employee who violates Evening Custodial Services requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff, or otherwise violates District 75 policies, procedures, and practices.

9.17 *Employee Removal – Disruption of Service*

In the event of the removal or suspension of any employee, the Evening Custodial Services Provider shall immediately restructure its staff without disruption in service.

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SECTION 10. ACCOUNT MANAGEMENT AND STANDARD OF SERVICE

10.01 *General Administration*

General Administrative Services to be provided by the Evening Custodial Services management as a part of this Bid shall include the following:

- a. Daily: Communication with school principal or designated representative.
- b. Weekly: Review of contract performance between Contractor's Night Lead Custodian and District designated representative and/or Building Principal or his designate.
- c. Monthly: A formal review of Contractor's performance shall be done monthly with Contractor's Branch Operations and/or Account Manager and authorized District 75 designate.

10.02 *Quality Assurance*

Contractor shall generate and furnish to designated District 75 representative quality control inspection check lists for all routine cleaning activities on a weekly basis. Contractor shall devote not less than 100 hours annually of supervisory time to random checks to verify compliance with cleaning standards. Contractor's personnel shall set a general time schedule for the periodic checks and shall offer a random choice for any of the areas to District 75 Personnel for immediate review. It is understood that authorized District 75 personnel may accompany Contractors personnel on the inspections. Contractor shall recognize and provide a written plan for resolution of issues found on the Quality Assurance checks.

10.03 *Standard of Service*

The Evening Custodial Services Provider shall furnish equipment and personnel sufficient to fulfill the service requirements of District 75.

The Evening Custodial Services Provider and District 75 explicitly agree that the sole right to determine whether or not the quality of service during the term of the contract (executed in conjunction with this IFB and subsequent award) is maintained, at the standard previously established, is the discretion of District 75.

The parties further agree that any failure to meet this standard of services constitutes a breach of the contract (executed in conjunction with this IFB and subsequent award) and constitutes sufficient reason for District 75 to terminate the contract (executed in conjunction with this IFB and subsequent award).

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SECTION 11. ACCOUNT MANAGER MINIMUM DUTIES AND QUALIFICATIONS

11.01 *Duties*

The Evening Custodial Services Provider shall have an Account Manager in charge of performance of the contract (executed in conjunction with this IFB and subsequent award) and furnish District 75 the name and address of such manager and the statement that such manager shall have complete authority with respect to all matters relating to the performance of the contract (executed in conjunction with this IFB and subsequent award). This shall include matters relating to personnel and the changes and substitutions thereof, adherence to and changes in schedules and responsibility for keeping of records required under the terms of this IFB.

Additionally, the Account Manager is responsible for managing the Evening Custodial Services department. Responsible for overseeing the training, supervision and implementation of all programs. This position shall be familiar with and execute the Evening Custodial Services contract (executed in conjunction with this IFB and subsequent award) as entered into and any subsequent documented and mutually accepted changes in practice and scope as the contract period continues. This position will serve as the primary commercial issue liaison to District 75, and shall have direct managerial responsibility for the Lead Night Custodian position identified later. This position shall also be the prime motivator in anticipating (monitoring) and implementing regulatory compliance with future legislative initiatives as well as communicating related issues to District 75. Person(s) in this position shall be interviewed and approved by District 75 Administration. Additionally, person(s) in this position shall be functionally literate, written and verbal, in English and shall possess computer skills sufficient to utilize email, Word and Excel effectively.

11.02 *General Administration*

General Administrative Services to be provided by the Evening Custodial Services management as a part of this Bid shall include the following:

- a. Daily: Communication with school principal or designated representative.
- b. Weekly: Review of contract performance between Contractor's Night Lead Custodian and District designated representative and/or Building Principal or his designate.
- c. Monthly: A formal review of Contractor's performance shall be done monthly with Contractor's Branch Operations and/or Account Manager and authorized District 75 designate.

11.03 *Technology Requirements*

The Account Manager shall be computer literate to the extent that they are functionally literate in using the following School District technology resources:

- Computerized work order management and event schedule management systems to support District wide maintenance requests and activity scheduling.
- District 75 e-mail system
- District 75 Google Calendar/Outlook

District 75 will make available to all Lead Custodians working for the Evening Custodial Services Contractor the computer software to access the above referenced systems. The Account Manager shall comply with all the requirements outlined in the Bid Package including District 75 policies and procedures for use of technology (see SECTION 19: DISTRICT 75 BOARD POLICIES & PROCEDURES GOVERNING USE OF TECHNOLOGY) as well as any contract (executed in conjunction with this IFB and subsequent award). The District reserves the right to make further reasonable requirements throughout the contract period.

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SECTION 12. NIGHT LEAD CUSTODIAN MINIMUM DUTIES AND QUALIFICATIONS

12.01 *Daily*

1. Close school doors and windows and lock all doors. Lock-up procedure shall include walking the perimeter of the facility on the exterior and verifying doors locked and windows closed. Also provide regular surveillance of all exterior lighting and report all non-functional lighting and report to District 75 for repairs.
2. Walk the school inside and out to identify any problems and respond to the problems identified by correcting or calling for assistance.
3. Turn off all lights as directed by school.
4. Check to see if the heat is operating properly and report all problems to District 75 Director of Finance and Operations/CSBO per instructions.
5. Clean the facility after events.
6. UV light must be used in all classrooms, front office and nurses office every night.
7. Break down all boxes and put in recycling dumpster. There will be a fee assessed if not broken down.
8. No plastic bags in recycling garbage can. Contamination fees will be assessed to custodial company.
9. Make sure all lids on dumpsters are closed.
10. Police the outside of building for debris in response to events.
11. 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 during the daytime hours.
12. Supervision of evening custodians and support for after-hours special events scheduled with in-house staff and renters (including furniture and equipment set-up and take-down, security, and assistance to users) for up to four hours per night without impact to the cleaning operations.
13. If snow is present: clean and salt sidewalks at entrance.
14. Other duties as assigned.
15. Arm burglar alarm system.

12.02 *Technology Requirements*

All Project Management, supervisory and Night Lead Custodians shall be computer literate to the extent that they are functionally literate in using the following School District technology resources:

- Computerized work order management and event schedule management systems to support District wide maintenance requests and activity scheduling.
- District 75 e-mail system
- District 75 Google Calendar/Outlook

District 75 will make available to all Lead Custodians working for the Evening Custodial Services Contractor the computer hardware and software to access the above referenced systems. The Evening Custodial Services staff shall comply with all the requirements outlined in the Bid Package including District 75 policies and procedures for use of technology (see SECTION 19: DISTRICT 75 BOARD POLICIES & PROCEDURES GOVERNING USE OF TECHNOLOGY) as well as any contract (executed in conjunction with this IFB and subsequent award). The District reserves the right to make further reasonable requirements throughout the contract period.

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SECTION 13. NIGHT CUSTODIANS MINIMUM DUTIES AND QUALIFICATIONS

13.01 *Manner of Performing Work and General Definitions*

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 the Life Safety Code Circular Series A-156 and A-157 of the State of Illinois, in compliance with Illinois Green Cleaning in Schools Law, Public Act 095-0084 and the reasonable requirements of District 75's Administration.

All heavy cleaning services shall be performed between the hours of 3:00 p.m. and 11:30 p.m., subject to the establishment of other routine times to accommodate school schedules and activities and except as needed in special or emergency situations.

13.02 *Job Classifications*

The following job classifications will be utilized and furnished completely by the Contractor (titles subject to change, but descriptions and responsibility to be adhered to):

The following job classifications shall be on-site full-time:

- Night Lead Custodian: Personnel to perform building supervision and cleaning functions and duties listed under Section III and IV of Specifications, Monday through Friday between generally between the hours of 3:00 p.m. and 11:30 p.m. with a minimum of 50%, up to four hours per night, to supervision of custodians and support for after-hours special events scheduled with in-house staff and renters (including furniture and equipment set-up and take-down, security, and assistance to users) without impact to the cleaning operations. All lead custodians shall be functionally literate, written and verbal, in English and shall possess computer skills sufficient to utilize email and Maintenance work order software system.
- Night Custodian: Personnel to perform all of the cleaning functions and duties listed under Section III and IV of Specifications, Monday through Friday between generally between the hours of 3:00 p.m. and 11:30 p.m.

District 75 will not limit work classifications to those listed above. The Contractor may determine what other job classifications can best serve District 75 and should feel free to make those recommendations.

13.03 *English Ability*

At each school building, at least one (1) of the scheduled workers during each shift at each building shall be functionally literate, written and verbal, in English at all times when the building is open to, or occupied by district staff and the public. These personnel must be able to read, write, and understand directions written in English.

13.04 *Working Hours*

Personnel who perform evening school day, summer school day, summer break, winter break and spring break cleaning, are to follow the specifications listed preliminarily in Section 10 of this Bid specification and as otherwise established, Monday through Friday generally between the hours of 3:00 p.m. and 11:30 p.m. subject to the establishment of other routine times to accommodate school schedules and activities and except as needed in special or emergency situations.

13.05 *Summer Break Work*

Summer project work will generally run from the last school attendance day until the first day of attendance in the following school year. Summer break hours will be daytime hours to be determined by District 75 (i.e. 6:30 a.m. – 3:00 p.m.).

13.06 *Winter Break Work*

Winter project work will generally run during the winter break as specified in the school year calendar. Winter break hours will be daytime hours to be determined by District 75 (i.e. 6:30 a.m. – 3:00 p.m.).

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13.07 *Spring Break Work*

Spring project work will generally run during the spring break as specified in the school year calendar. Spring break hours will be daytime hours to be determined District 75 (i.e. 6:30 a.m. – 3:00 p.m.).

13.08 *Optional Time and Attendance Verification*

Custodial Contractor shall provide an alternate Bid to supplement the Evening Custodial Services Contract with a Time and Attendance verification system for delivery of time and attendance reports to District 75.

13.09 *Special Events Support Services*

Second shift Evening Custodial Services at each Building shall be available to support special events scheduled with in-house staff and renters. District 75 recognizes the request to support special events may impact the performance of the cleaning efforts in the facilities as the Night Lead Custodians have assigned cleaning in each facility.

13.10 *Special Requests*

Due to the number of activities in the various schools, and the actual physical size of each, District reserves the right to make special requests for (1) cleaning large areas in a short period of time or (2) cleaning a specifically designated area within the building. If such a special request is made, it should be understood that work will be on an extra-cost basis and treated totally separate from the terms of the contract (executed in conjunction with this IFB and subsequent award). Said requests, if any, shall be in written form and originate from the office of the Operations and Maintenance or the Superintendent or his/her designee. Contractor's billing for same shall be separate invoice showing the number of man-hours and the cost per hour. On the Bid Form Exhibit C, Contractors shall supply the cost per hour to be billed to District 75 should such a special request be made.

13.11 *Additional Building Coverage*

From time to time District 75 will schedule events during times which are not covered in the contract (executed in conjunction with this IFB and subsequent award). These events may occur on school non-attendance days. A rate for a Lead Custodian and Custodian is being requested.

13.12 *Technology Requirements*

As needed, Night Custodians shall be computer literate to the extent that they are functionally literate in using the following School District technology resources:

- Computerized work order management and event schedule management systems to support District wide maintenance requests and activity scheduling.
- District 75 e-mail system
- District 75 Google Calendar

District 75 will make available the computer hardware and software to access the above referenced systems. The Evening Custodial Services staff shall comply with all the requirements outlined in the Bid Package including District 75 policies and procedures for use of technology (see SECTION 19: DISTRICT 75 BOARD POLICIES & PROCEDURES GOVERNING USE OF TECHNOLOGY) as well as any contract (executed in conjunction with this IFB and subsequent award). The District reserves the right to make further reasonable requirements throughout the contract period.

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SECTION 14. SCOPE - EQUIPMENT

14.01 *Compliance with Laws and Safety Regulations*

The Evening Custodial Services Provider shall keep all equipment used in providing Evening Custodial Services in accordance with the State of Illinois Standards. All such equipment shall be maintained in good mechanical order sufficient at all times to pass the State Inspection and such other inspections as may be required.

It is understood that all equipment furnished shall comply with all Federal and State statutes, District 75 specifications, and safety regulations in force; and that, if any equipment owned by the Evening Custodial Services Provider fails at any time to so comply in whole or in part during the term of the contract (executed in conjunction with this IFB and subsequent award), it shall be replaced by the Evening Custodial Services Provider without expense to District 75 and without claims for adjustment and/or compensation. No substitution of unauthorized conveyances will be allowed, except in cases of an emergency, after authorization by the Superintendent of District 75 or his/her designee.

14.02 *Evening Custodial Services Equipment*

Contractor shall provide equipment to support the Evening Custodial Services the contract (executed in conjunction with this IFB and subsequent award) as required to support District 75's physical plant and occupants. The following minimum equipment requirements are not a complete listing of equipment required to meet the performance standards set by this specification. Contractor is required to provide any and all equipment as required to meet District 75 performance standard in this specification and also to provide the following minimums.

As a part of the Bid, the Contractor shall provide and maintain the equipment necessary to perform custodial and cleaning services described in this Bid specifications including, but not limited to:

- Mop buckets
- Mop handles and frames
- Scrubbers
- Auto-scrubbers other than those provided by District which are enumerated in part B
- Buffers
- Wet vac pickup machines
- Portable carpet extractor for cleanup of body fluids, carpet spot removal, etc. – minimum one (1) per school – Tennant EX-SPOT-2 or equal
- Vacuums - upright (twin motor with min. 100-inch water column uplift rating), wide area and backpack styles
- Vacuum cleaner bags – HEPA rated only
- Carpet extractors other than those provided by District which are enumerated in part B
- Ladders
- Cleaning carts
- Trash cans on casters for relocation of refuse from receptacles in facilities to dumpsters on-site

The Evening Custodial Services Contractor shall provide all necessary equipment in order to perform adequate service. A list of equipment that should be considered the minimum needed to successfully clean District 75 within the time allotted and manufacturer specification documents should be included in the Bid response and may include equipment over and above what is listed in this specification as required to meet the performance requirements of this Bid specification.

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14.03 *Snow Removal Equipment*

As a part of the Evening Custodial Services contract (executed in conjunction with this IFB and subsequent award), the Contractor shall provide the following snow removal equipment for use by the Contractor's staff and District 75 custodial staff in support of snow removal services during the winter seasonal periods of the contract. The Contractor shall be responsible for preventative maintenance and repairs of this equipment as a part of the Evening Custodial Services contract.

- 5 – Snow Blowers (1 per school)
- 6 Salt Spreaders
- 6 snow shovels

Fuel for District 75 equipment and intra-District transportation of District 75 equipment shall be provided by District 75 Maintenance Department.

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SECTION 15. SCOPE - SUPPLIES

15.01 *Compliance with Laws and Safety Regulations*

The Evening Custodial Services Provider shall keep all supplies used in providing Evening Custodial Services in accordance with the State of Illinois Standards. All such supplies shall be maintained in good order sufficient at all times to pass the State Inspection and such other inspections as may be required.

It is understood that all supplies furnished shall comply with all Federal and State statutes, District 75 specifications, and safety regulations in force; and that, if any supplies owned by the Evening Custodial Services Provider fails at any time to so comply in whole or in part during the term of the contract (executed in conjunction with this IFB and subsequent award), it shall be replaced by the Evening Custodial Services Provider without expense to District 75 and without claims for adjustment and/or compensation. No substitution of unauthorized conveyances will be allowed, except in cases of an emergency, after authorization by the Superintendent of District 75 or his/her designee.

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SECTION 16. SCOPE - STAFFING

16.01 *Minimum Staffing*

The Contractor will base staffing on building square footage, industry standards, their expertise in the industry and a minimum of one (1) person per building; however, staffing levels to be provided to support the cleaning services described here-in shall be no less than those proscribed by the Time Standards published by the International Sanitation Services Association. The specific working hours of each shift of employee are subject to change to support the needs of District 75 at no additional cost to District 75.

The following details the minimum FTE to be included in the Bid submission costing:

Title	FTE
Account Manager	0.3
Night Lead Custodian	1.0
Night Custodian – District Office	1.0
Night Custodian – Carl Sandburg Middle School	3.0
Night Custodian – Mechanics Grove Elementary	2.0
Night Custodian – Washington Elementary	2.0
Night Custodian – Lincoln Early Childhood Center	1.5

16.02 *General*

- A. Custodial Contractor shall include in the Bid the handling of all recycled materials. Handling includes breaking down boxes, closing dumpster lids, pickup and transport to District 75's refuse haulers container on-site. Waste disposal fees will apply if not done.
- B. Care Specifications listed below as "Daily" are required on all regular school days and summer school days and following all special events for rental use of spaces listed. The instructions for care of Offices apply in all school main office complexes and attached work rooms on all business days during all twelve months of the calendar year. See a copy of a sample school year calendar in Section 9 of this Bid specification.
- C. The general terms provided for care shall be providing in accordance with recognized standards of the International Sanitation Services Association.
- D. The staffing levels to be provided to support the cleaning services described here-in shall be no less than those proscribed by the Time Standards published by the International Sanitation Services Association.
- E. The second shift Evening Custodial Services provided shall include securing all doors and windows and arming existing burglar alarm systems.
- F. Evening Custodial Services shall assist with snow removal services on sidewalks and walk/bike paths. The custodial service Contractor shall provide and maintain all snow blowers, ice melt spreaders, shovels, and ice chippers for the Evening Custodial Services staff to support this function including fuel and repairs. Ice melting compound will be provided by District 75 in fifty-pound bags. District 75 recognizes the request to support snow removal services may impact the performance of the assigned cleaning in each facility.
- G. Contractor's project management team shall contain supervision who have successfully completed the IICRC- approved Carpet Cleaning Technician (CCT) course or equivalent. Evidence of completion shall be provided with the Bid package.
- H. All carpeted offices, classrooms, and special use area smaller than 4,000 sq. should be vacuumed by the following equipment during scheduled school days (both regular and summer):
 - 3 time per week - Upright vacuum/backpack vacuum

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- I. All buffing of hard surface floors shall be done with passive vacuum control system on burnishing equipment and thorough dusting of floor prior to buffing.
- J. All debris and dust removal from hard floors in smaller spaces shall be done with a backpack vacuum twin motor, minimum 100-inch water uplift rating with HEPA rated vacuum bags,) in lieu of dust mop and broom technology. This requirement for equipment is not intended for use for wet cleaning hard floor surfaces, which is to otherwise be managed by the Contractor.
- K. Summer break cleaning shall be completed by the Custodial Service Contractor at a pace of no less than 55,000 square foot of school space per week. The Custodial Service Contractor is required to supplement its manpower as may be required to meet this performance goal during the summer break period. A representative of the Custodial Service Contractor and School District representative shall inspect and verify that this goal is substantially met once per week unless the requirement is waived by District 75. If the Custodial Service Contractor fails to meet this performance goal, District 75 shall serve formal written notice to the Custodial Service Contractor of the Custodial Service Contractor's failure to adequately perform the summer break cleaning and a seven (7) calendar day cure period will commence. On the eighth (8th) day after such notice has been served, if the Custodial Service Contractor has failed to meet the performance goal for all periods after the first day of summer break, District 75 shall service a second formal written notice to the Custodial Service Contractor. If District 75 has to provide the second formal written notice, District 75 shall release a Bid specification seeking alternative outsourcing of the summer break cleaning to meet its intended performance goals. Should the Custodial Service Contractor fail to meet the summer break cleaning schedule performance goals by the time of the Bid opening seeking alternative outsourcing assistance, the Contractor shall be formally notified in writing of District 75's intentions of awarding the contract (executed in conjunction with this IFB and subsequent award) for alternative outsourcing assistance in meeting its goal of performing a complete summer clean of all School District facility space with 65 calendar days of the commencement of summer break. The Custodial Service Contractor shall then be required to discount its service contract progress billing for the costs associated with District 75's alternative outsourcing contract.

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16.03 *Daily*

On a daily (unless noted otherwise below here-in) basis, trained staff from the Evening Custodial Services contractor shall sanitizing the following surfaces in School District 75 facilities. This sanitizing process will be completed using a hospital grade disinfectant by staff trained in its effective use by the contractor:

A. Toilet Rooms

- Plumbing fixtures - all surfaces toilet
- Partitions - all touch surfaces
- Dispensers - all touch surfaces
- Floors - all
- Doors - all touch surfaces

B. Classrooms

- Desks - all touch surfaces
- Doors - all touch surfaces
- Counters - all touch surfaces

C. Offices

- Desks - all touch surfaces twice per week
- Doors - all touch surfaces twice per week
- Counters - all touch surfaces twice per week

D. Cafeteria

- Tables - all benches and table tops
- Doors - all touch surfaces
- Floors - all

E. Gymnasiums

- Doors - all touch surfaces once every week

F. Locker Rooms and Fitness Rooms

- Doors - all touch surfaces
- Floors - all
- Benches - all touch surfaces
- Equipment - all touch surfaces
- Plumbing fixtures - all surfaces
- Toilet partitions – all touch surfaces
- Dispensers - all touch surfaces

G. Stairwells and Hallways

- Doors - all touch surfaces
- Hand railings - all touch surfaces

H. Telephones

- Not included in contract

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16.04 *Windows – Exterior & Interior*

A. Interior	Spot Clean/Polish	As Needed
	Dust Window Treatments	All 3 Breaks
	Scrub/Polish All Surfaces	All 3 Breaks
	Damp Wipe Window Treatments	All 3 Breaks
B. Exterior	Spot Clean & Polish	Daily as Needed
	Scrub/Polish All Interior & Exterior	All 3 Breaks
	Dust Window Treatments	All 3 Breaks
	Damp Wipe Window Treatments	All 3 Breaks

16.05 *Gymnasium*

A. Floors (Hardwood & Rubber)	Sweep/Dust Mop	3x Per Wk
	Sweep/Dust Mop	For Event Prep & Cleanup
	Damp Mop or Autoscrub	As Needed
B. Water Fountains	Clean/Disinfect	Daily
C. Bleachers	Dust & Damp Wipe	All 3 Breaks
	Spot Clean	For Event Prep
	<i>**Clean Floor Under Open Bleachers Before Returning to Stored</i>	

Position

D. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
E. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
F. All Steel Frame & Equipment	Dust/Vacuum	Summer Break
G. Doors & Wall Pads	Clean/Disinfect All Touch Surfaces	2x Per Wk
H. Walls	Spot Clean	All 3 Breaks
	Scrub with Cleaner/Sponge	Summer Break

16.06 *Cafeteria*

A. Floors (Hard Surface)	Dust Mop/Auto Scrub	Daily
	Top Scrub/Recoat	Summer Break
	Strip & Refinish	Every 3 rd Summer Break
B. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
C. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
D. Partition Glass	Spot Wash	All 3 Breaks
	Complete Clean	Summer Break
E. Walls	Spot Clean	Weekly
	Scrub with Cleaner/Sponge	Summer Break
F. Tables & Chairs	Clean & Disinfect	Daily
	Scrub Furniture Completely	Summer Break

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16.07 *Classrooms & Libraries*

A. Floors (Carpeted)	Vacuum	3 Times Per Wk
	Spot Removal If Possible	As Requested
	Warm Water Extract (Multiple Pass)	Summer Break
B. Floors (Hard Surface)	Dust Mop/Spot Mop	3 Times Per Wk
	Top Scrub/Recoat	Summer Break
	Strip & Refinish	Every 3 rd Summer Break
C. Desks & Doors	Spot Clean	As Requested
	Clean/Disinfect All Touch Surfaces	Daily
	Scrub All Surfaces	Summer Break
G. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
D. Counters	Damp Wipe & Disinfect	2 Times Per Wk
E. Cabinetry	Damp Wipe All Exterior Surfaces	Summer Break
F. Bookshelves	Dust	Summer Break
G. Telephones	Clean/Disinfect All Touch Surfaces	NIC
H. Filing Cabinets	Dust & Damp Wipe Top	Summer Break
I. Ledges	Dust	All 3 Breaks
J. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
K. Light Fixtures	Clean Lense/Reflectors	Annually
L. Walls	Spot Clean	All 3 Breaks
	Scrub with Cleaner/Sponge	Summer Break
M. White Boards & Trays	Clean	NIC
N. Sinks	Clean & Disinfect	2x Per Wk
O. Paper/ Soap Dispensers	Refill Dispensers	Daily
	Clean/Disinfect All Touch Surfaces	2x Per Wk
P. Pencil Sharpeners	Empty	NIC
	Clean/Disinfect All Touch Surfaces	NIC
Q. Partition Glass	Complete Clean	Summer Break

16.08 *Locker Rooms*

A. Floors	Dust Mop/Wet Mop Disinfect	Daily
	Deep Scrub	Summer Break
H. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
B. Plumbing Fixtures	Clean & Disinfect	Twice Daily
C. Metal & Hardware	Damp Wipe & Polish	2x Per Wk
D. Mirrors	Wash/Polish	2x Per Wk
E. Paper/ Soap Dispensers	Refill Dispensers	2x Per Wk
	Clean/Disinfect All Touch Surfaces	2x Per Wk
F. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
G. Light Fixtures	Clean Lense/Reflectors	Annually
H. Walls	Scrub with Cleaner/Sponge & Disinfect	Summer Break
I. Toilet Partitions	Clean/Disinfect All Touch Surfaces	Daily
	Dust	Daily
	Wash	All 3 Breaks
J. Showers	Clean/Disinfect All Touch Surfaces	Daily
K. Doors & Benches	Clean/Disinfect All Touch Surfaces	Daily
L. Lockers	Spot Clean	2x Per Wk
	Complete Scrub	Summer Break

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16.09 *Hallways & Stairwells*

A. Doors	Spot Wash	Daily
	Clean/Disinfect All Touch Surfaces	Daily
B. Floors (Carpeted)	Vacuum	Daily
	Removal	As Requested
	Warm Water Extract (1 Pass Min.)	1x Per Wk
	Warm Water Extract (Multiple Pass)	All 3 Breaks
C. Floors (Hard Surface)	Dust Mop/Auto Scrub	Daily
	Strip & Refinish	Summer Break
D. Rubber Floors & Stair Treads	Wet Mop W/ Neutral Cleaner	Daily
	Scrub & Reseal as Recommended By Manufacturer	Summer Break
	<i>(Scrub with Neutral Cleaner & Seal with Johnson Wax "Showplace" Or Taski "Brilliant")</i>	
E. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
F. Light Fixtures	Clean Lense & Reflector	Annually
G. Hand Railings	Clean & Disinfect	Daily
H. Walls	Spot Clean	Winter & Spring Breaks
	Scrub with Cleaner/Sponge	Summer Break
I. Lockers	Wash Inside/Outside	Summer Break
	Reset Combination	Summer Break
J. Water Fountains	Clean & Disinfect	Daily
K. Partition Glass	Spot Wash	Winter & Spring Breaks
L. Complete Wash	Summer Break	
M. Display Cases	Spot Wash	Winter & Spring Breaks
	Complete Wash & Dust	Summer Break
I. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly

16.10 *Toilet Rooms*

A. Floors (Hard Surface)	Wet Mop /Disinfect	Daily
	Scrub/Refinish	Breaks
	<i>(No Finish Onto Ceramic Tile Or Epoxy)</i>	
J. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
B. Partitions	Spot Clean	Daily
	Clean/Disinfect All Touch Surfaces	Daily
	Dust	Daily
	Clean	Weekly
C. Sinks/Lavatories	Clean & Disinfect	Daily
D. Toilets & Urinals	Clean & Disinfect	Daily
E. Metal & Hardware	Damp Wipe & Polish	Daily
F. Doors & Toilet Partitions	Clean/Disinfect All Touch Surfaces	Daily
	Clean/Disinfect All Surfaces	Summer Break
G. Mirrors	Clean	Daily
H. Paper/ Soap Dispensers	Clean/Disinfect All Touch Surfaces	Daily
	Refill Dispensers	Daily
I. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
J. Light Fixtures	Clean Lense & Reflector	Annually
K. Walls	Spot Clean	All 3Breaks
	Scrub/Disinfect All Surfaces	Summer Break

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16.11 *Offices & Staff Workrooms*

SPECIAL NOTE: All Services Listed as 3 Times Per Wk Of 2x Per Wk Shall Be Completed Only Once Per Wk In The District 75 Administration Transportation Center Offices & Staff Work Rooms.

A. Floors (Carpeted)	Vacuum	3 Times Per Wk
	Spot Removal	As Requested
	Warm Water Extract (Multiple Pass)	All 3 Breaks
B. Floors (Hard Surface)	Dust Mop/Auto Scrub	3 Times Per Wk
	Top Scrub/Recoat	Summer Break
	Strip & Refinish	Every Third Summer Break
C. Desks & Counters	Clean/Disinfect All Touch Surfaces	2x Per Wk
	Damp Wipe All Surfaces Clean	Summer Break
K. Wastebaskets	Empty & Replace Liner	Daily
	Spot Clean	As Needed
	Scrub All Surfaces Clean	Monthly
D. File Cabinets	Dust & Damp Wipe Top	Summer Break
E. Telephones	Sanitize All Touch Surfaces	NIC
F. Ledges	Dust	All 3 Breaks
G. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
H. Ceilings – Light Fixtures	Clean Lense & Reflector	Annually
I. Walls	Spot Clean	Winter & Spring Break
	Scrub with Cleaner/Sponge	Summer Break

16.12 *Entrances*

A. Doors	Spot Clean	Daily – As Needed
	Clean/Disinfect All Touch Surfaces	Daily
	Complete Wash	Summer Break
B. Floors (Carpeted)	Vacuum	Daily
	Spot Removal	Daily
	Warm Water Extract (1 Pass Min.)	Weekly
	Warm Water Extract (Multiple Pass)	All 3 Breaks
C. Floors (Hard Surface)	Dust Mop/Autoscrub	Daily
	Top Scrub/Recoat	Summer Break
	Strip & Refinish	Every Third Summer Break
D. Ceilings – Vent. Diffusers	Dust/Vacuum	Summer Break
E. Light Fixtures	Clean Lense & Reflector	Annually
F. Walls	Spot Clean	As Requested
	Scrub with Cleaner/Sponge	Summer Break
G. Walk-Off Mats	Vacuum	Daily
	Warm Water Extract (Multiple Pass)	Summer Break

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SECTION 17. SAMPLE AGREEMENT BETWEEN DISTRICT 75 AND THE EVENING CUSTODIAL SERVICES PROVIDER

This AGREEMENT is dated this _____ day of _____, 20____, by and between Mundelein Elementary School District 75 (hereinafter referred to as "District 75") and all SUCCESSFUL EVENING CUSTODIAL SERVICES Provider.

BACKGROUND

District 75 contracts with all SUCCESSFUL EVENING CUSTODIAL SERVICES Provider for the performance of Evening Custodial Services to be performed at all district locations. The Bid Specifications for Evening Custodial Services is incorporated into this Agreement by reference and becomes a part of this Agreement.

AGREEMENT

- I. Services to be Provided: all SUCCESSFUL EVENING CUSTODIAL SERVICES Provider will provide Evening Custodial Services (hereinafter referred to as "Services") for District 75 at its facilities specified in the Bid Specifications (copy attached) and accordance with to the specifications set forth here-in. In performing such services, all SUCCESSFUL EVENING CUSTODIAL SERVICES Provider will do the following:
 - a. Furnish a management team to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
 - b. Furnish, train, manage and direct all SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employees in the performance of Services. District 75 shall have the right, upon written notice to SUCCESSFUL EVENING CUSTODIAL SERVICES Provider, to require the replacement of any SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employee employed at the Facility whose continued presence, in the opinion of District 75, is not in the best interest of District 75 or its employees. All SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employees who provide services under this Agreement shall comply with all applicable laws, ordinances, rules and regulations in the performance of Service provided under this Agreement, including but not limited to, all applicable District 75 policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable District 75 policies regarding background information, pre-employment testing and any other applicable requirements deemed appropriate by District 75.
 - c. Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as agreed by the parties.

- II. Costs to be paid by SUCCESSFUL EVENING CUSTODIAL SERVICES Provider:
 - a. All wages and salaries, including regular pay and, to the extent applicable, vacation pay, sick pay, bereavement pay and legal holiday for SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's employees working in District 75. **(Must pay a minimum of \$15 per hour)**
 - b. The cost of social security taxes, State and Federal unemployment insurance premiums, general liability and umbrella insurance premiums, and worker's compensation premiums, and, to the extent applicable, medical, life and dental insurance premiums (if any), other applicable fringe benefits, related administrative costs and payroll based Federal, State and local taxes payable on behalf of SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employees working at District 75's facilities. SUCCESSFUL EVENING CUSTODIAL SERVICES Provider shall indemnify and hold harmless District 75

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from any claim for payment of such items relating to wages and/or salaries paid by SUCCESSFUL EVENING CUSTODIAL SERVICES Provider under this Agreement.

- c. The cost of any required uniforms for SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employees.
- d. The cost of manuals, forms, training aids, office supplies and long distance telephone calls needed in performing the Services.
- e. The cost of SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's supporting operations management, human resources, accounting, legal, training, development, and general administrative functions.
- f. The cost of pre-employment testing for SUCCESSFUL EVENING CUSTODIAL SERVICES Provider employees including criminal background checks as required by the Bid specifications, District 75 policies and procedures in effect as of the date of the Agreement and applicable law.
- g. The cost of maintaining and repairing equipment owned by SUCCESSFUL EVENING CUSTODIAL SERVICES Provider needed to perform the Services.
- h. The cost of all supplies requires as a part of Services.
- i. The cost for compliance with the Certification regarding Criminal Background Investigations.
- j. The cost for non-compliance penalties as outlined in SECTION 6 - NONCOMPLIANCE PENALTIES.

III. Costs not covered as a part of this contract to be paid by District 75:

The following SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's costs will be paid by District 75:

- a. Ice Melt compound commodity costs.

IV. Payments to SUCCESSFUL EVENING CUSTODIAL SERVICES Provider:

In consideration of SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's performance of its obligations under this Agreement, District 75 shall make payments to SUCCESSFUL EVENING CUSTODIAL SERVICES Provider as described:

- a. Contract Price: The contract prices shall be according to SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's Base Bid for Evening Custodial Services for Contract Years; July 1, 2023 through June 30, 2026: \$_____ and Hourly Rates for additional services shall be in accordance with the schedule of rates provided by SUCCESSFUL EVENING CUSTODIAL SERVICES Provider with SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's Bid; copy attached. For the successive years of the contract (periods: 2026-2027, 2027-2028, and 2028-2029), rates shall be determined as follows: As stated in Section D later in this subsection (IV. Payments to SUCCESSFUL EVENING CUSTODIAL SERVICES Provider) of this contract.
- b. Description of Services: Services shall include duties as outlined in the Bid specifications; copy attached, including:
 - Bid specification IFB# 20230517 dated Wednesday, May 17, 2023 included _____ pages 1 thru _____.
 - Amendments/Addenda no. _____ dated _____ pages 1 thru _____.
 - Post Bid Opening Response from SUCCESSFUL EVENING CUSTODIAL SERVICES Provider from District 75.
 - Scope Review Questions in e-mail form with response dates _____ and _____.

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All additional services will be approved by District 75 prior to work being done at rates quoted.

- c. Payment Terms: One twelfth (1/12) of the base Bid together with charges for any ancillary work authorized in writing shall be invoiced each month. Each payment for Evening Custodial Services shall be made no later than net forty-five (45) days from date of invoice.
- d. Contract Renewal: At the sole discretion of District 75, provided SUCCESSFUL EVENING CUSTODIAL SERVICES Provider has provided services satisfactorily to the Board of Education of District 75, the service may be continued for up to three (3) successive one (1) year terms beyond end of the original, three (3) year contract term for a maximum contract length of six (6) years. District 75 will notify the Evening Custodial Services Provider of intent to renew for continued service by March 31st prior to commencement of the next year. Any increase in price during the renewal term shall be less than both: (1) five percent (5%); and (2) the Consumer Price Index for All Urban Consumers CPI-U for the prior calendar year issued by the Bureau of Labor Statistics of the United States Department of Labor for the prior calendar year.

V. Term and Termination of Agreement:

- a. Initial Term: The term of this Agreement shall commence upon the later of July 1, 2023 or an award of the contract by District 75 Board of Education and shall continue until June 30, 2026 and shall continue thereafter according to the provisions listed above in section IV.D unless terminated by either party by at least ninety (90) days prior written notice given at any time after the end of the initial term and renewals with board approval.
- B. If, in the sole opinion of District 75, the SUCCESSFUL EVENING CUSTODIAL SERVICES Provider is not satisfactorily performing the Services in accordance with the requirements of this Agreement, District 75 shall exercise the commencement of a Cure Process as outlined in SECTION 4.29: NOTICE TO CURE, of the Bid Specifications. Cure Period procedure for resolution of summer cleaning program performance will be as outlined in the scope of the Bid specification.
- c. Failure to adhere to any material term of this Agreement which is not service oriented and governed by subparagraph V.B. above shall be grounds for immediate termination by District 75.
- d. The Board of Education or SUCCESSFUL EVENING CUSTODIAL SERVICES Provider may cancel this agreement upon one-hundred and twenty (120) days written notice without cause.
- e. In the event of termination, the contract sum shall be prorated through the termination date.

VI. Insurance to be carried by SUCCESSFUL EVENING CUSTODIAL SERVICES Provider:

SUCCESSFUL EVENING CUSTODIAL SERVICES Provider shall procure and maintain during the term of the Agreement, at SUCCESSFUL EVENING CUSTODIAL SERVICES Provider's sole expense, insurance as outlined in the Bid Specification SECTION 4 - GENERAL CONTRACT TERMS.

VII. Force Majeure:

Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war, riot, sabotage,

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weather or energy related closing, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged sue to such causes.

VIII. Notices:

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail, return receipt requested properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

To: SUCCESSFUL EVENING CUSTODIAL SERVICES Provider
Somewhere Road
Anytown, IL 00000-0000

To: Customer:
Mundelein Elementary School District 75
470 North Lake Street
Mundelein, Illinois 60060-1825

Alternatively, at any other address as may be given by either party to the other by notice in writing pursuant of this Section.

IX. Execution of Contract: The parties to the Agreement have executed this Agreement as of the day and year first written above.

SUCCESSFUL EVENING CUSTODIAL SERVICES PROVIDER Mundelein Elementary School District 75

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

SECTION 18. DISTRICT 75 SAMPLE CALENDAR FOR TYPICAL SCHOOL YEAR

JULY 2023						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST 2023						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER 2023						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER 2023						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER 2023						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2024						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE 2024						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Mon/Tues, August 14, 15
 Wednesday, August 16
 Thursday, August 17
 TBD
 TBD
 TBD
 TBD
 Monday, September 4
 Friday, September 22
 Monday, September 25
 Monday, October 9
 Friday, October 13
 Thursday, October 19
 Tuesday, October 24
 Wednesday, October 25
 Thursday, October 26
 Friday, October 27
 Friday, November 10
 Wednesday, Nov 22 - Friday, Nov 24
 Friday, December 8
 Thursday, December 21
 Friday, December 22
 Monday, Dec. 25-Friday, Jan. 5
 Monday, January 8
 Tuesday, January 9
 Monday, January 15
 Tuesday, February 6
 Wednesday, February 7
 Thursday, February 8
 Thursday, February 15
 Friday, February 16
 Monday, February 19
 Friday, March 15
 Monday, March 25 - Friday, March 29
 Monday, April 1
 Friday, April 19
 Thursday, May 23
 Monday, May 27
 May 24, 28, 29, 30

Teacher Institute Day - No Student Attendance
 First Day of School for Grades 1 - 8 & Kindergarten Orientation
 First Day of School for Pre-K & Kindergarten
 Lincoln Open House
 Washington Open House
 Mechanics Grove Open House
 Carl Sandburg Open House
 Labor Day - No School
 ½ Day School Improvement Day & No School - Lincoln School
 Yom Kippur - No School
 Columbus Day - No School
 ½ Day School Improvement Day & No School - Lincoln School
 Lincoln & Washington Parent/Teacher Conferences
 Carl Sandburg Parent/Teacher Conferences
 Mechanics Grove Parent/Teacher Conferences
 Parent/Teacher Conferences - No Student Attendance
 No School
 ½ Day School Improvement Day & No School - Lincoln School
 Thanksgiving Holiday - No School
 ½ Day School Improvement Day & No School - Lincoln School
 Last Day of Student Attendance
 Emergency Day if Needed
 Winter Break
 Teacher Institute Day - No Student Attendance
 School Resumes
 Martin Luther King Jr. Day - No School
 Lincoln & Washington Parent/Teacher Conferences
 Mechanics Grove Parent/Teacher Conferences
 Carl Sandburg Parent/Teacher Conferences
 ½ Day School Improvement Day & No School - Lincoln School
 Teacher Institute Day - No Student Attendance
 Presidents' Day - No School
 ½ Day School Improvement Day & No School - Lincoln School
 Spring Break
 School Resumes
 ½ Day School Improvement Day & No School - Lincoln School
 Last Day of School - Early Student Dismissal
 Memorial Day - No School
 Emergency Days

Dates are subject to change

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

SECTION 19. DISTRICT 75 BOARD POLICIES & PROCEDURES GOVERNING USE OF TECHNOLOGY

19.01 *Policy 6:235*

The District's technology resources are part of the educational curriculum and are not intended to be used as a public forum for general use.

Technology resources may include but are not limited to: the network, Internet services, wireless services, computers, personal digital assistants, digital cameras or video recorders, cell phones, student interactive response systems, web pages, intranets, search tools, software and other similar devices, software or services. Access to these technology resources is a privilege, not a right.

The Board of Education has a duty to ensure that the manner in which the technology resources are used does not conflict with the basic educational mission of the District. Use of the District's technology resources may be restricted in light of the maturity level of the students involved and the special characteristics of the school environment. Therefore, the District shall not permit the use of technology resources which:

- a) disrupts the proper and orderly operation of the district and discipline of the schools in the District;
- b) threatens the integrity or efficient operation of the District's computer network or technology resources;
- c) violates the rights of others;
- d) is socially inappropriate or inappropriate for a student's age or maturity level;
- e) is primarily intended as an immediate solicitation of funds;
- f) is illegal or for illegal purposes of any kind; or
- g) constitutes gross disobedience or misconduct.

The District shall also implement technology protection measures consistent with the Children's Internet Protection Act and its implementing regulations.

The Superintendent and Building administrators are authorized to implement this Policy and its Rules and Regulations, and to designate appropriate staff members to assist them in doing so. The Superintendent and Building administrators may also promulgate additional rules, regulations and other terms and conditions of technology resource use as may be necessary to ensure the safe, proper and efficient operation of the computer network, use of technology resources and the individual District schools.

Electronic networks are a part of the District's instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication.

The term *electronic networks* includes all of the District's technology resources, including, but not limited to:

1. The District's local-area and wide-area networks, including wireless networks (Wi-Fi), District-issued Wi-Fi hotspots, and any District servers or other networking infrastructure;
2. Access to the Internet or other online resources via the District's networks or to any District-issued online account from any computer or device, regardless of location;
3. District-owned or District-issued computers, laptops, tablets, phones, or similar devices.

The Superintendent shall develop an implementation plan for this policy and appoint system administrator(s).

The School District is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, the District will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum and Appropriate Online Behavior

The use of the District's electronic networks shall: (1) be consistent with the curriculum adopted by the District as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library resource center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Superintendent's implementation plan, use the Internet throughout the curriculum.

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The District's electronic network is part of the curriculum and is not a public forum for general use. Acceptable Use

All use of the District's electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Users of the District's electronic networks have no expectation of privacy in any material that is stored on, transmitted, or received via the District's electronic networks. General rules for behavior and communications apply when using electronic networks. The District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Internet Safety

Technology protection measures shall be used on each District computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Superintendent or designee. The Superintendent or designee shall enforce the use of such filtering devices. An administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose, provided the person receives prior permission from the Superintendent or system administrator. The Superintendent or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Authorization for Electronic Network Access

Each staff member must sign the *Authorization for Access to the District's Electronic Networks* as a condition for using the District's electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

Confidentiality

All users of the District's computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

Violations

The failure of any user to follow the terms of the District's administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

Access Privileges

The network manager shall recommend access levels to the Superintendent: one for administrators, one for teachers and the number necessary for students and parents based on student age and maturity. In an effort to maintain the highest security, the network manager shall maintain the lowest level of access necessary to perform the function for all users. The technical services coordinator shall maintain the confidentiality of all user IDs and passwords.

The Student Information System Specialist shall grant user access to the student information system modules based on job assignments and internal controls to assure the protection of confidential student data in accordance with the Family Educational Privacy Rights Act.

Student Health record information shall only be made available to the nurse, the principal, and the student's teachers or supervisors on a need to know basis in accordance with the District's student health policies and the Health Insurance Portability and Protection Act.

Information regarding students eligible for free and reduced lunch shall be made available only to the Registrar, Food Service workers and the principal, in accordance with the National School Lunch program.

The Superintendent shall grant user access to the financial system and to the food service charge accounts based on an auditor approved system of internal controls.

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The Superintendent shall approve any request for a review or search of an individual's email or electronic files in writing and notify the Board of the reason for the search.

The Superintendent shall approve any exception to the recommended levels of access and notify the Board of any exceptions.

LEGAL REF.:

[20 U.S.C. §7131](#), Elementary and Secondary Education Act. [47 U.S.C.](#)

[§254\(h\)](#) and [\(l\)](#), Children's Internet Protection Act.

[47 C.F.R. Part 54](#), Subpart F, Universal Service Support for Schools and Libraries.

[115 ILCS 5/14\(c-5\)](#), Ill. Educational Labor Relations Act. [720 ILCS](#)

[5/26.5](#).

CROSS REF.: 5:100 (Staff Development Program and Tuition Reimbursement), 5:170 (Copyright), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:210 (Instructional Materials), 6:230 (Library Media Program), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

Adopted: September 21, 2021

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

19.02 *Administrative Procedure 6:235-API*

Mundelein School District 75

6:235-API

Instruction

Administrative Procedure - Acceptable Use of the District's Electronic Networks

All use of the District's electronic networks shall be consistent with the District's goal of promoting educational excellence by facilitating resource sharing, innovation, and communication. These procedures do not attempt to state all required or prohibited behavior by users. However, some specific examples are provided. **The failure of any user to follow these procedures will result in the loss of privileges, disciplinary action, and/or legal action.**

Terms and Conditions

Acceptable Use - Access to the District's electronic networks must be: (a) for the purpose of education or research, and be consistent with the District's educational objectives, or (b) for legitimate business use.

Privileges - Use of the District's electronic networks is a privilege, not a right, and inappropriate use will result in a cancellation of those privileges. The system administrator or Building Principal will make all decisions regarding whether or not a user has violated these procedures and may deny, revoke, or suspend access at any time. His or her decision is final.

Unacceptable Use - The user is responsible for his or her actions and activities involving the networks. Some examples of unacceptable uses are:

- a. Using the networks for any illegal activity, including violation of copyright or other contracts, or transmitting any material in violation of any State or federal law;
- b. Unauthorized downloading of software, regardless of whether it is copyrighted or de-virused;
- c. Downloading of copyrighted material for other than personal use;
- d. Using the networks for private financial or commercial gain;
- e. Wastefully using resources, such as file space;
- f. Hacking or gaining unauthorized access to files, resources, or entities;
- g. Invading the privacy of individuals, that includes the unauthorized disclosure, dissemination, and use of information about anyone that is of a personal nature including a photograph;
- h. Using another user's account or password;
- i. Posting material authored or created by another without his/her consent;
- j. Posting anonymous messages;
- k. Using the networks for commercial or private advertising;
- l. Accessing, submitting, posting, publishing, or displaying any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, harassing, or illegal material; and
- m. Using the networks while access privileges are suspended or revoked.

Network Etiquette - The user is expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- a. Be polite. Do not become abusive in messages to others.
- b. Use appropriate language. Do not swear, or use vulgarities or any other inappropriate language.
- c. Do not reveal personal information, including the addresses or telephone numbers, of students or colleagues.
- d. Recognize that email is not private. People who operate the system have access to all email. Messages relating to or in support of illegal activities may be reported to the authorities.

6:235-API
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- e. Do not use the networks in any way that would disrupt its use by other users.
- f. Consider all communications and information accessible via the networks to be private property.

No Warranties - The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages the user suffers. This includes loss of data resulting from delays, non-deliveries, missed-deliveries, or service interruptions caused by its negligence or the user's errors or omissions. Use of any information obtained via the Internet is at the user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Indemnification - The user agrees to indemnify the School District for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any violation of these procedures.

Security - Network security is a high priority. If the user can identify a security problem on the Network, the user must notify the system administrator or Building Principal. Do not demonstrate the problem to other users. Keep your account and password confidential. Do not use another individual's account without written permission from that individual. Attempts to log-on to the Network as a system administrator will result in cancellation of user privileges. Any user identified as a security risk may be denied access to the networks.

Vandalism - Vandalism will result in cancellation of privileges and other disciplinary action. Vandalism is defined as any malicious attempt to harm or destroy data of another user, the Internet, or any other network. This includes, but is not limited to, the uploading or creation of computer viruses.

Telephone Charges - The District assumes no responsibility for any unauthorized charges or fees, including telephone charges, long-distance charges, per-minute surcharges, and/or equipment or line costs.

Copyright Web Publishing Rules - Copyright law and District policy prohibit the re-publishing of text or graphics found on the web or on District websites or file servers without explicit written permission.

- a. For each re-publication (on a website or file server) of a graphic or a text file that was produced externally, there must be a notice at the bottom of the page crediting the original producer and noting how and when permission was granted. If possible, the notice should also include the web address of the original source.
- b. Students and staff engaged in producing web pages must provide library media specialists with email or hard copy permissions before the web pages are published. Printed evidence of the status of "public domain" documents must be provided.
- c. The absence of a copyright notice may not be interpreted as permission to copy the materials. Only the copyright owner may provide the permission. The manager of the website displaying the material may not be considered a source of permission.
- d. The *fair use* rules governing student reports in classrooms are less stringent and permit limited use of graphics and text.
- e. Student work may only be published if there is written permission from both the parent/guardian and student.

Use of Email - The District's email system, and its constituent software, hardware, and data files, are owned and controlled by the School District. The School District provides email to aid students and staff members in fulfilling their duties and responsibilities, and as an education tool.

- a. The District reserves the right to access and disclose the contents of any account on its system, without prior notice or permission from the account's user. Unauthorized access by any student or staff member to an email account is strictly prohibited.

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- b. Each person should use the same degree of care in drafting an email message as would be put into a written memorandum or document. Nothing should be transmitted in an email message that would be inappropriate in a letter or memorandum.
- c. Electronic messages transmitted via the School District's Internet gateway carry with them an identification of the user's Internet *domain*. This domain is a registered name and identifies the author as being with the School District. Great care should be taken, therefore, in the composition of such messages and how such messages might reflect on the name and reputation of the School District. Users will be held personally responsible for the content of any and all email messages transmitted to external recipients.
- d. Any message received from an unknown sender via the Internet should either be immediately deleted or forwarded to the system administrator. Downloading any file attached to any Internet-based message is prohibited unless the user is certain of that message's authenticity and the nature of the file so transmitted.
- e. Use of the School District's email system constitutes consent to these regulations.

Internet Safety

Internet access is limited to only those *acceptable uses* as detailed in these procedures. Internet safety is almost assured if users will not engage in *unacceptable uses*, as detailed in these procedures, and otherwise follow these procedures.

Staff members shall supervise students while students are using District Internet access to ensure that the students abide by the *Terms and Conditions* for Internet access contained in these procedures.

Each District computer with Internet access has a filtering device that blocks entry to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Superintendent or designee.

The system administrator and Building Principals shall monitor student Internet access.

LEGAL REF.: No Child Left Behind Act, 20 U.S.C. §6777.
Children's Internet Protection Act, 47 U.S.C. §254(h) and (l).
Enhances Education Through Technology Act of 2001, 20 U.S.C §6751 et seq.
Harassing and Obscene Communications Act, 720 ILCS 135/0.01.

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19.03 *Administrative Procedure 6:235-AP2*

Mundelein School District 75

6:235-AP2

Instruction

Administrative Procedure - Web Publishing Guidelines

General Requirements

All material published on the District's website must have educational value and/or support the District guidelines, goals, and policies. Material appropriate for web publishing includes information about the District and its School Board members, agendas, policies, appropriate administrative procedures, Department activities or services, schools, teachers or classes, student projects, and student extracurricular organizations. Personal information, not related to education, will not be allowed on the District's website.

The District webmaster shall implement a centralized process for review and uploading of material onto the District's website to ensure that, before material is published, it complies with District policy and procedures. The District webmaster shall supervise the efforts of all staff members responsible for web publishing at each level of District web publishing and, when appropriate, hold in-service opportunities for those staff members. The staff members responsible for web publishing are identified in these procedures in the section **Different Levels of Web Publication**. The District webmaster shall provide regular feedback and suggestions to the Superintendent regarding these Guidelines.

All content published on the District's website must:

1. Comply with all State and federal law concerning copyright, intellectual property rights, and legal uses of network computers.
2. Comply with Board policies, administrative procedures, these Guidelines, and other District guidelines provided for specific levels of publishing. This specifically includes the Board's *Access to Electronic Networks* policy and the District's procedures on *Acceptable Use of the District's Electronic Networks*.
3. Due to limited storage space and varying network speeds, file sizes must be kept under 500 kilobytes unless the District webmaster approves otherwise.
4. Comply with the publishing expectations listed below.

Material that fails to meet these Guidelines or is in violation of Board policy and/or procedures shall not be published on the District's website. The District reserves the right to remove any material in violation of its policy or procedures. Failure to follow these Guidelines or Board policy and/or procedures may result in loss of privileges, disciplinary action, and/or appropriate legal action.

Publishing Expectations

The following are minimum expectations for all District web pages:

1. The style and presentation of web published material should be of high quality and designed for clarity and readability. Material shall not be published in violation of the District's procedures on *Acceptable Use of the District's Electronic Networks*, including material that is defamatory, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or harassing, or material that invades the privacy of any individual. Anonymous messages are prohibited.

6:235-AP2
Updated: July 2016

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2. Correct grammar and spelling are expected.
3. All information must be verifiable.
4. Publications must include a statement of copyright when appropriate and indicate that permission has been secured when including copyrighted materials.
5. Publications must identify affiliation with the District, school, and/or department.
6. Widespread use of external links to non-District websites is discouraged, but if used, the external sites must contain appropriate educational materials and information as exclusively determined by the District. Every effort should be made to ensure that all links are operational. Every link to an external website must open a new browser window.
7. Relevant dates are required on all publications, including the date on which the publication was placed on the District's website. Each site should contain the date the page was last updated.
8. All publications must include the District email address of the staff member responsible for the page. This provides a contact person for questions or comments. If a student is the publisher, the sponsoring staff member's email must be included as the responsible person. Only District staff members may act as student sponsors.
9. Use of the District's website for personal or financial gain is prohibited. No commercial or private accounts should be listed on any District web pages.
10. All documents should be previewed on different web browsers, especially Google Chrome, Mozilla Firefox, or Microsoft Internet Explorer, before being posted on the District's website.

For more information about these expectations or other issues related to web publishing, please contact the System Administrator.

Protecting Student and Staff Privacy

Personal information concerning students or staff members, including home addresses and telephone numbers, shall not be published on District web pages.

A student's last name, last name initial, and grade-level shall not be published on District web pages. In addition, student records shall not be disclosed. In special circumstances (e.g., where accolades are warranted), the sponsoring staff member should contact the Building Principal who may seek permission from the student's parents/guardians. Web pages shall not display student pictures with a student identified by his or her name unless written parental permission was first granted (e.g., by executing the form *Using a Photograph or Videotape of a Student*). Student email addresses, whether a personal or District account, shall not be listed on any District web page.

Submitting Material to Be Published

Everyone submitting material for publication on the District's website shall have signed an *Authorization for Access to the District's Electronic Networks*. Before material is published on the District's website, the author must authorize the District in writing to publish the material, unless the District owns the copyright. All material submitted by a teacher or other staff member for publication on the District's website is deemed "work for hire," and the copyright in those works vests in the District. All material submitted for the District's website is subject to treatment as a District-sponsored publication.

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Different Levels of Web Publication

The following guidelines provide specific information regarding web publishing at different levels within the District. At each level, a staff member is identified as being responsible for web publishing at that level. This individual's web publishing efforts are supervised by the District webmaster.

District-Level

The District webmaster conducts the District-level web publishing efforts and supervises other levels of web publishing. District-level publishing includes the District's homepage as well as any publishing activities representing the District as a whole, e.g., information about Board meetings, Board policy, and schedules. The District homepage shall have a link to an Online Privacy Statement.

Department-Level

District departments (c.g., Transportation, Personnel, or Curriculum) may publish their own web pages as part of the District's website. The department supervisor or director is ultimately responsible for his or her respective department's web pages, but may appoint a staff member as the department's webmaster to fulfill the maintenance, reviewing, and uploading tasks. The department supervisor or director shall keep the District webmaster informed of who is the department webmaster.

The web-published material should coincide with that department's printed material. The District webmaster should be consulted before publishing potentially sensitive material, e.g., school comparisons or student data.

The department front pages should maintain the look and feel of the District homepage – the connection to the District should be obvious. Links to the main website's "home" must be included at the bottom of main pages, and the District's logo must be included at the top of main front pages of each department.

School-Level

The Building Principal is ultimately responsible for his or her respective school's webpages, but may appoint a staff member as the school webmaster to fulfill the maintenance, reviewing, and uploading tasks. The Building Principal shall keep the District webmaster informed of who is the school webmaster. All official material originating from the school will be consistent with the District style and content guidelines. The Building Principal or school webmaster may develop guidelines for the various sections of and contributors to the school's web pages.

Staff-Level

Any teacher or other staff member wanting to create web pages for use in class activities or to provide a resource for other teachers or staff members shall notify the school webmaster of his or her desired publishing activities.

Student-Level

A student wanting to create web pages on the District's website as part of a class or school-sponsored activity should request a teacher or staff member to sponsor the student's publishing efforts. The sponsoring teacher or staff member shall notify the school webmaster of the desired publishing activities. The student's web page must include an introduction written by the sponsor that describes the intent of the student's web page and contains the sponsor's District email address. Student web pages will be removed at the end of the school year unless special arrangements are made.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Personal web pages are not allowed on the School District's web server. Likewise, student web pages may not contain commercial or advertising links, including links to games and advertisements for games.

CROSS REF.: 6:235 (Access to Electronic Networks)

ADMIN. PROC.: 5:170-AP1 (Administrative Procedure - Copyright Compliance), 6:235-AP1 (Administrative Procedure - Acceptable Use of the District's Electronic Networks), 6:235-AP1, E1 (Exhibit - Student Authorization for Access to the District's Electronic Networks), 6:235-AP1, E2 (Exhibit - Staff Authorization for Access to the District's Electronic Networks), 6:235-E3 (Exhibit - Online Privacy Statement)

6:235-AP2
Updated: July 2016

Page 4 of 4

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

SECTION 20. GENERAL DISTRICT INFORMATION AND FACILITY SCHEDULES

District Office
470 North Lake Street
Mundelein, Illinois 60060-1825
Phone: 847-949-2700
Hours of Operation: 8:00 am - 4:00 pm

Carl Sandburg Middle School
855 West Hawley Street
Mundelein, Illinois 60060-1615
Grades: 6th - 8th Grade
Phone: 847-949-2707
School Hours: 8:45 am - 3:30 pm
Early Dismissal: 11:45 pm

Mechanics Grove Elementary School
1200 North Midlothian Road
Mundelein, Illinois 60060-1146
Grades: 3rd - 5th Grade
Phone: 847-949-2712
School Hours: Full Day- 8:05 am - 2:45 pm
Early Dismissal: 11:05 pm

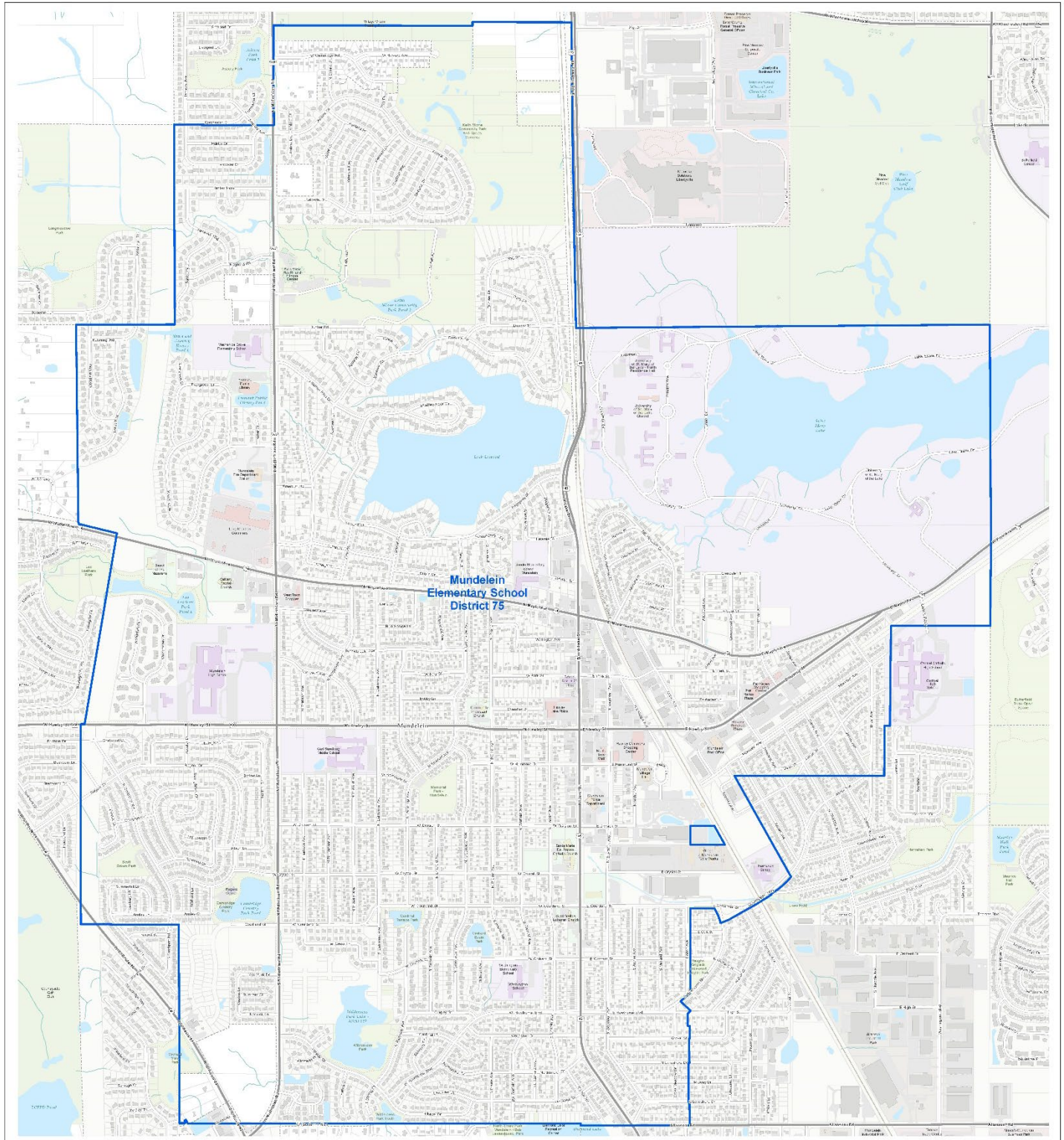
Washington Elementary School
122 South Garfield Avenue
Mundelein, Illinois 60060-2769
Grades: KG - 2nd Grade
Phone: 847-949-2714
School Hours: K Classes - Full Day: 7:50 am - 2:30 pm
School Hours: K Classes - Half Day: 7:50 am - 11:30 am
School Hours: Grades 1 & 2 Classes: 7:50 am - 2:30 pm
Early Dismissal: 10:50 pm

Lincoln Early Childhood Center
200 West Maple Avenue
Mundelein, Illinois 60060-1785
Grades: Pre-K/Early Childhood
Phone: 847-949-2720
School Hours: AM Session: 8:00 am - 10:30 am
School Hours: PM Session - 12:15 pm - 2:45 pm
No Early Dismissal Time

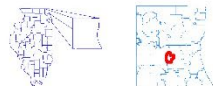
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

SECTION 21. DISTRICT BOUNDARY INFORMATION

Mundelein Elementary School District 75



Lake County
 Prepared by
 Lake County Department of Information Technology
 GIS Division
 18 North County Street
 Waukegan, IL 60095-4357
 (847) 577-5285



Revised:
 2016

Landmark Classification		District Boundary
Agriculture, Food, and Livestock	Industry, Rail and Shipping	Tax Parcels
Banking and Finance, Commercial and Retail	Public Attractions	Railroad
Emergency Response and Law Enforcement	Parks and Forest Preserves	Trails and Paths
Education	Water	
Health and Medical	Cemetery	
	Golf Course	

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

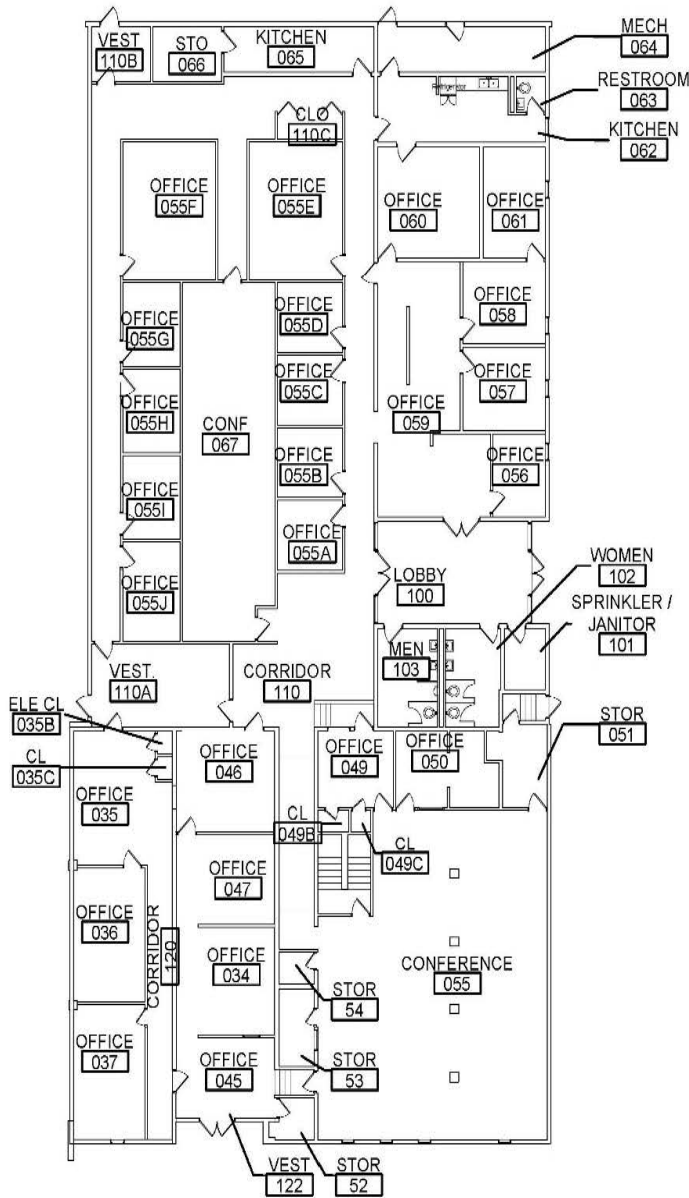
SECTION 22. FACILITY CHARACTERISTICS

As of: November 10, 2022

	Year Built	Square Footage	Grade Level	Student Population	Staff Population
District Office 470 North Lake Street Mundelein, Illinois 60060-1825	1936	15,818	N/A	N/A	20
Carl Sandburg Middle School 855 West Hawley Street Mundelein, Illinois 60060-1615	1959	117,171	6 thru 8	542	62
Mechanics Grove Elementary School 1200 North Midlothian Road Mundelein, Illinois 60060-1146	1968	58,125	3 thru 5	512	69
Washington Elementary School 122 South Garfield Avenue Mundelein, Illinois 60060-2769	1951	61,011	K thru 2	450	73
Lincoln Early Childhood Center 200 West Maple Avenue Mundelein, Illinois 60060-1785	1880	29,351	Pre-K	298	40

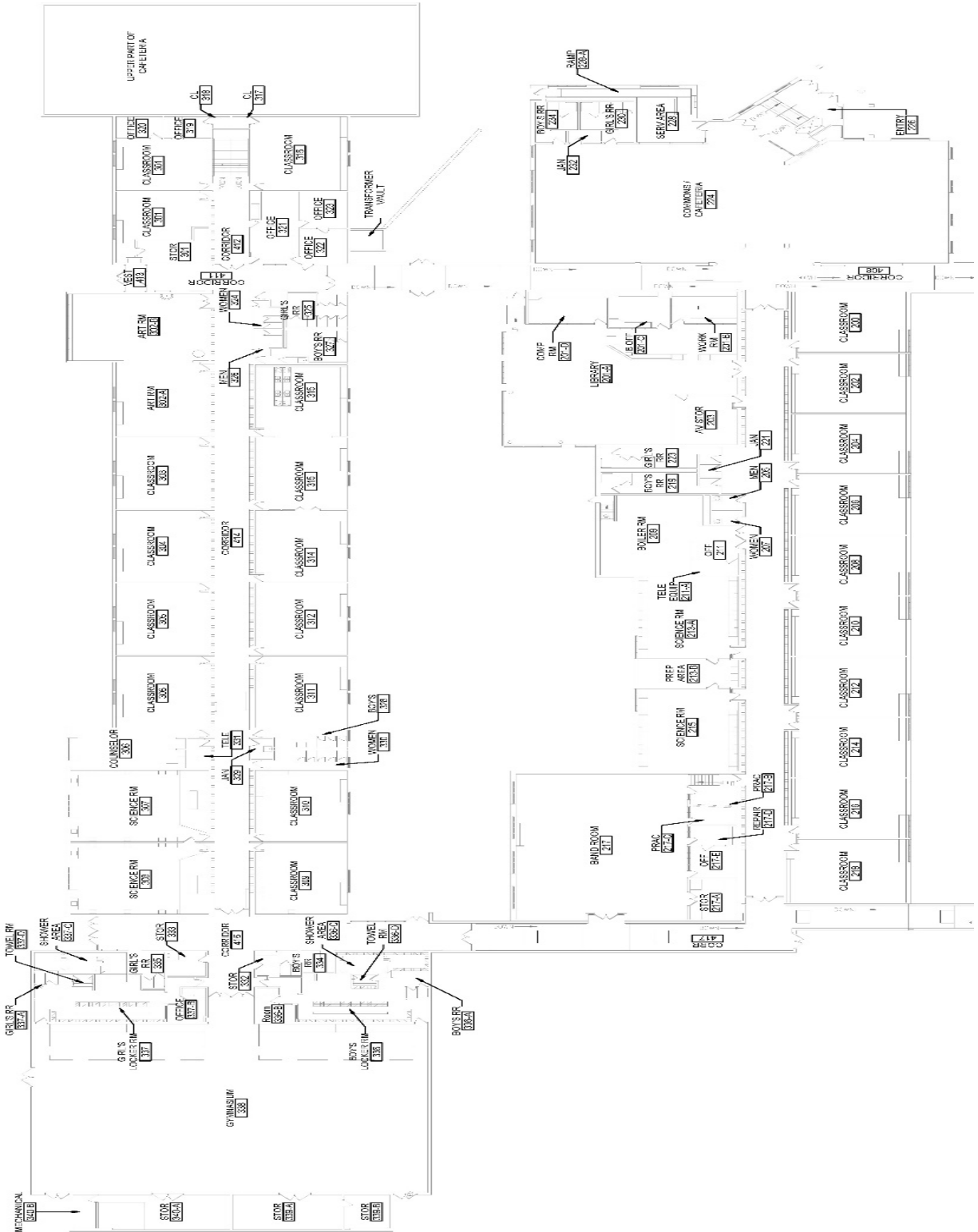
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

22.01 District Office Floor Plan



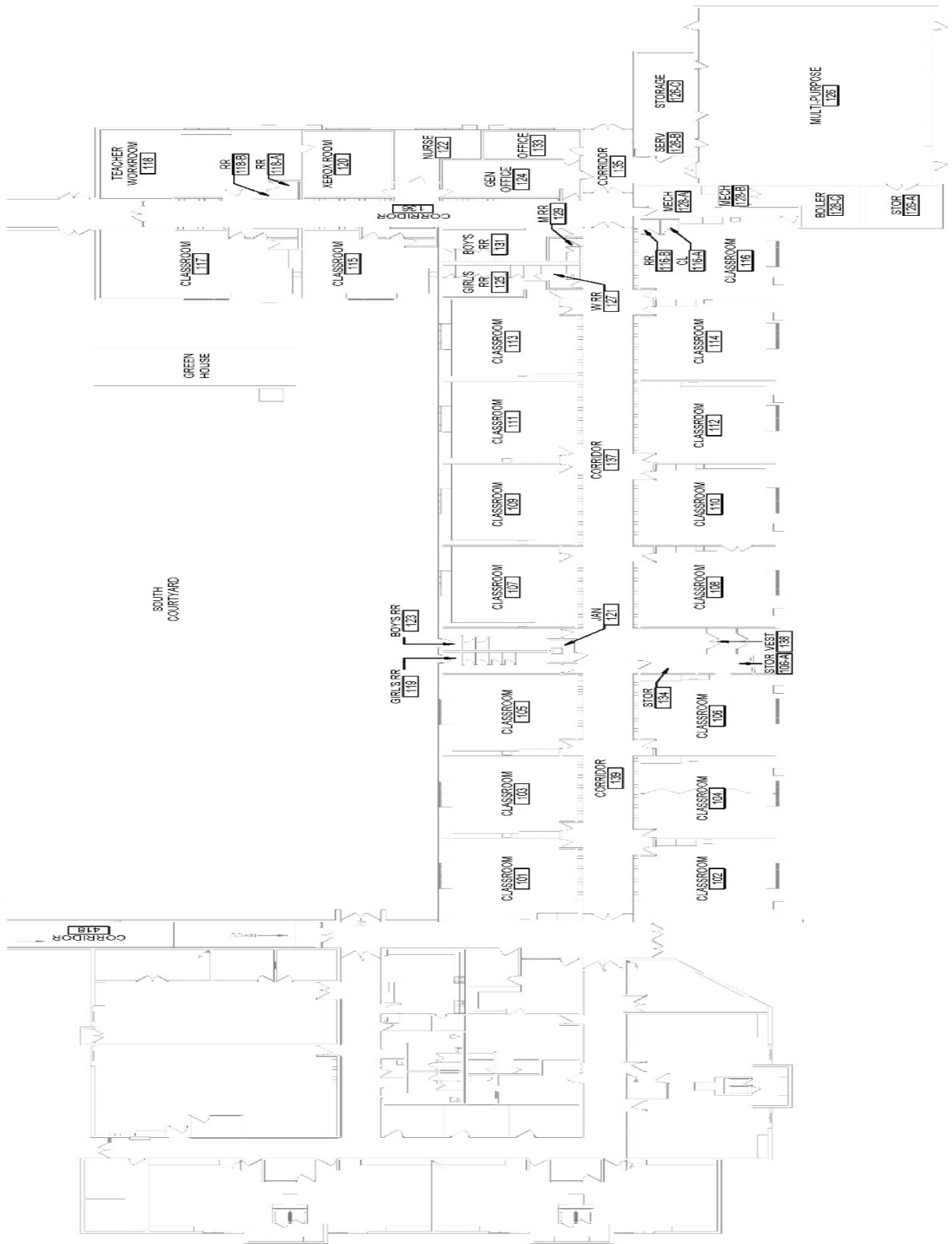
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

22.02 Carl Sandburg Middle School 1st Floor Plan



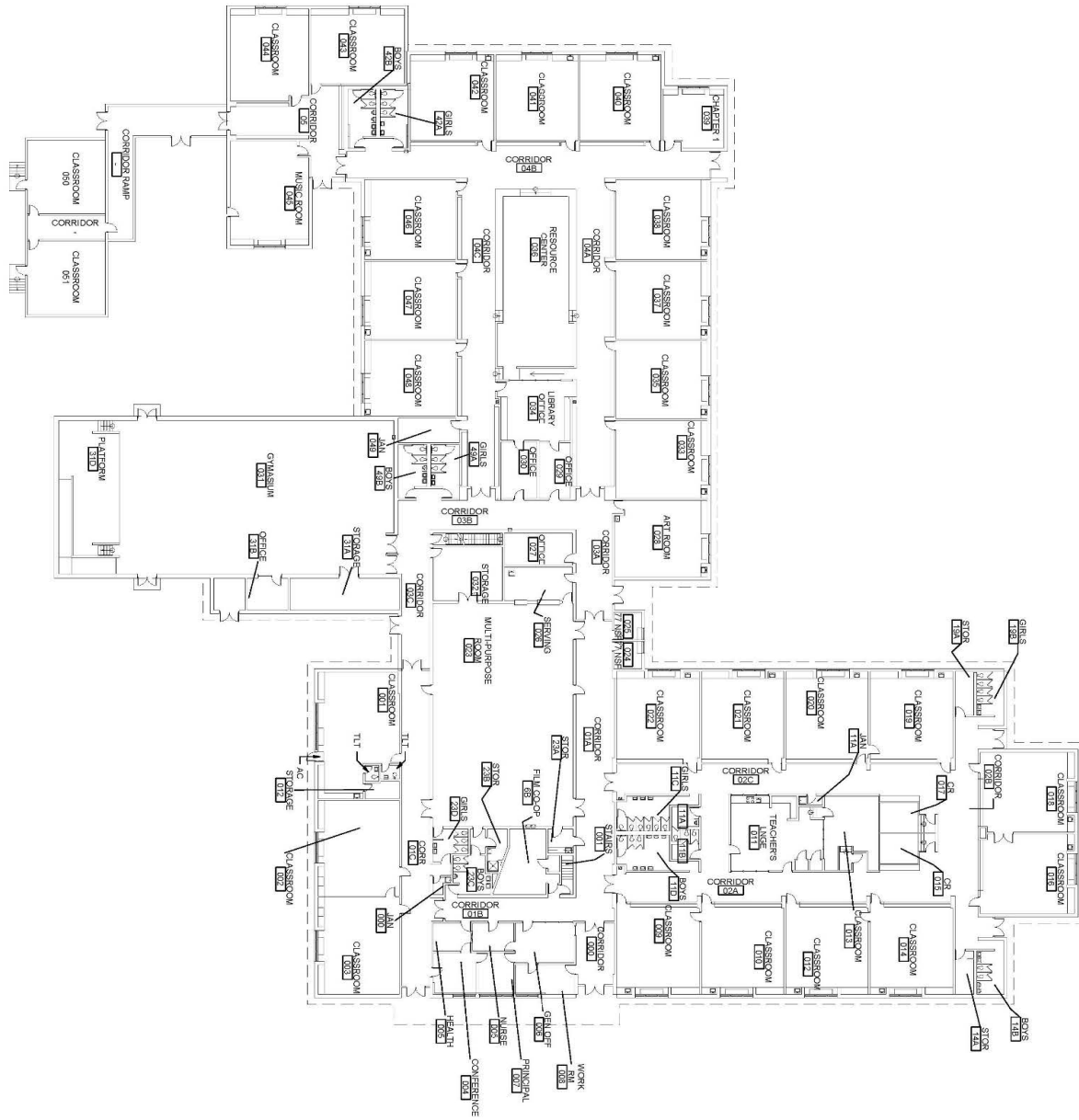
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

22.03 Carl Sandburg Middle School 2nd Floor Plan



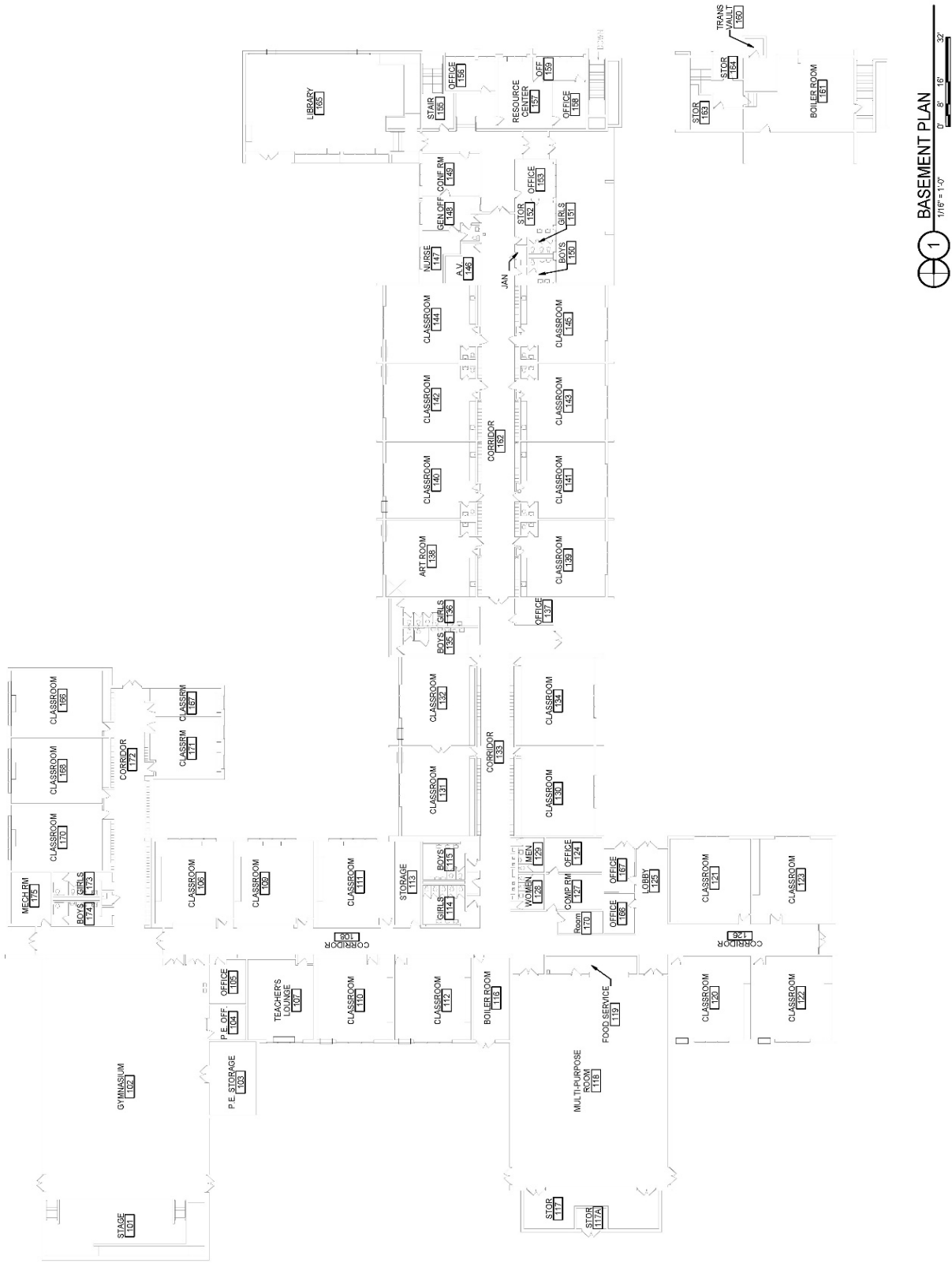
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

22.04 Mechanics Grove Elementary School Floor Plan



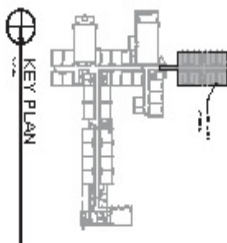
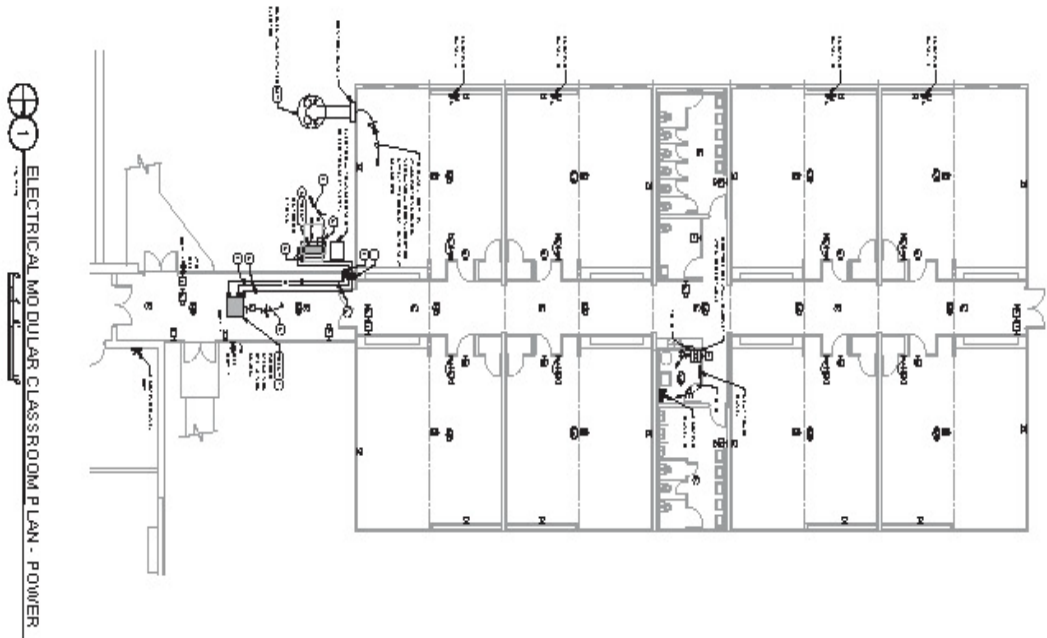
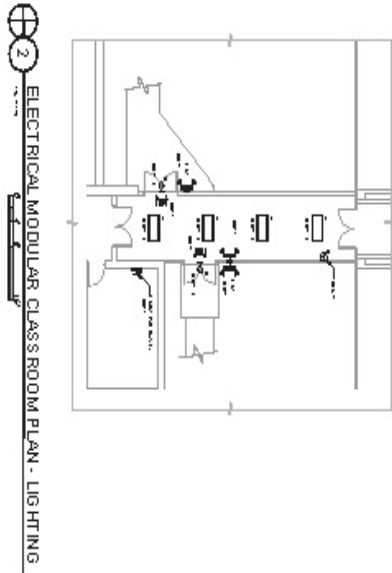
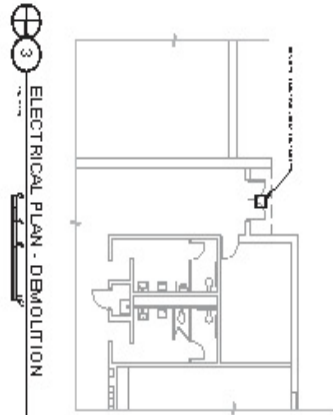
MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

22.05 *Washington Elementary School Floor Plan*



MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

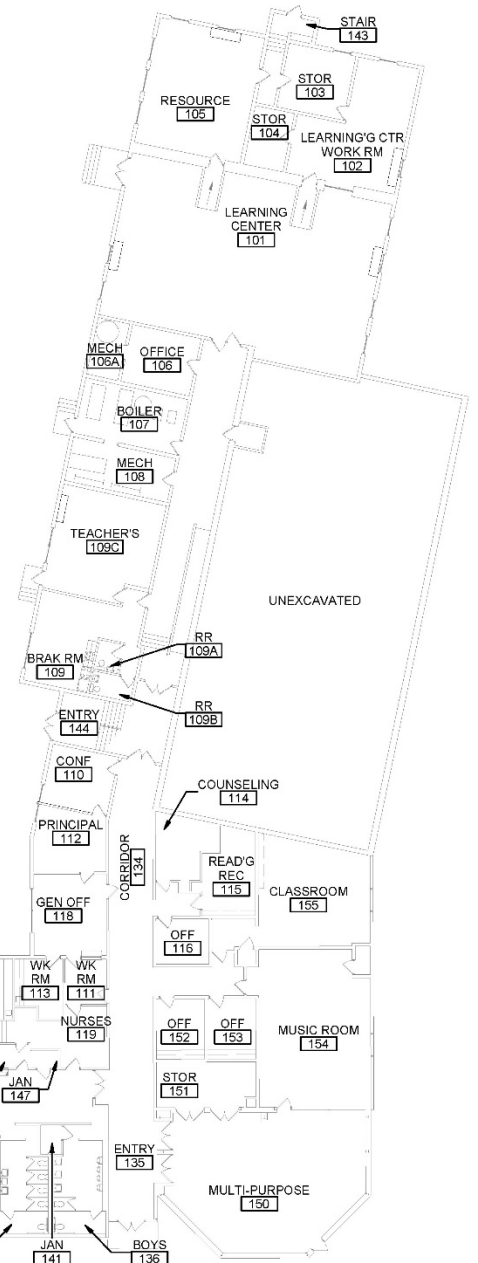
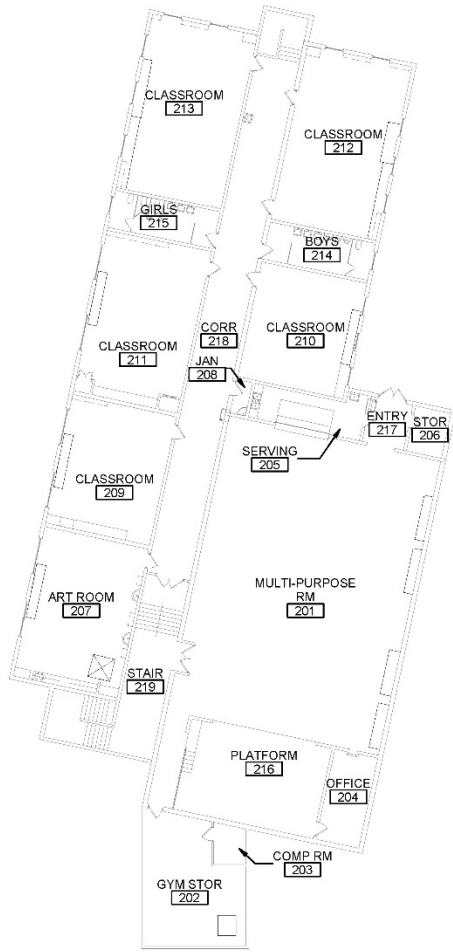
22.06 Washington Elementary School 2016 Addition Floor Plan



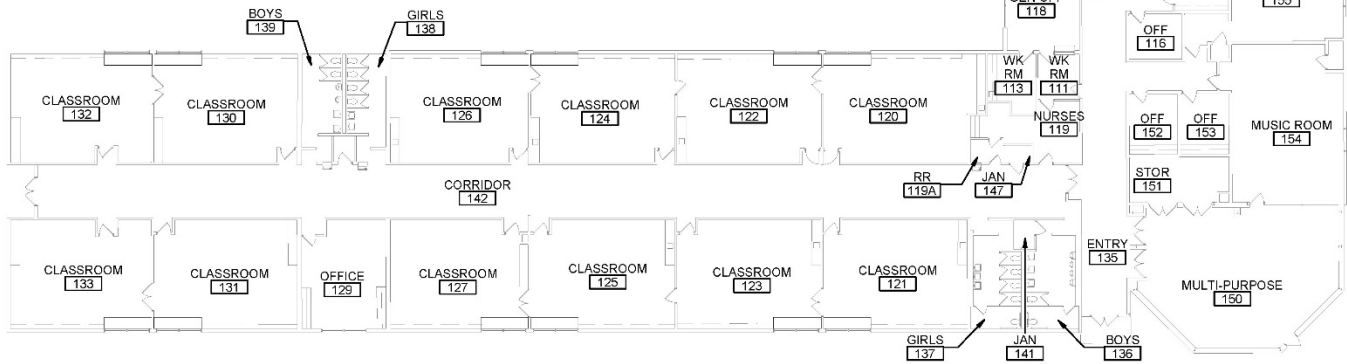
- REVISIONS**
- 1. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
 - 2. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
 - 3. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
 - 4. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
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 - 6. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
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 - 8. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
 - 9. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
 - 10. REVISIONS TO THE CONTRACT DOCUMENTS SHALL BE MADE BY THE ARCHITECT.
- GENERAL NOTES**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
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 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE AND FEDERAL AGENCIES.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

22.07 Lincoln Early Childhood Center Floor Plan



2 SECOND FLOOR PLAN
 1/16" = 1'-0"
 0' 8' 16' 32'



MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

SECTION 23. ATTACHMENTS, EXHIBITS, AND FORMS

Exhibit A: SPECIFIC EVENING CUSTODIAL SERVICES PROVIDER INFORMATION

The individual's signature below constitutes that the person is an officer of the Evening Custodial Services Provider who is authorized to contractually obligate the Evening Custodial Services Provider listed below. They further constitute that they have read and agree to all instructions and specifications listed in this IFB unless otherwise marked and listed in EXHIBIT G: BID SPECIFICATION EXCEPTION FORM.

Company: _____

Address: _____

Partnership or Corporation under State Laws of: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

Contact Person: _____

FEIN: _____

Bid Submitted by: _____

Title: _____

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

SPECIFIC EVENING CUSTODIAL SERVICES Provider INFORMATION (CONTINUED)

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit B: BID SUBMISSION AND COST BREAKDOWN WORKSHEETS

Evening Custodial Services Provider's Name: _____

Address: _____

Exhibit B: Bid Submission and Cost Breakdown Worksheets is available in spreadsheet form at: www.district75.org. Evening Custodial Services Providers **MUST** utilize the spreadsheet, which has been formatted for data input in only specific shaded areas. If you are having technical difficulties, feel free to contact:

T Rancak, CSBO
Mundelein Elementary School District 75
470 North Lake Street
Mundelein, Illinois 60060-1825
Phone: (847) 949-2700 ext. 2020
Email: trancak@d75.org

TOTAL BID PRICE FOR YEAR 1 \$ _____ Year 2 \$ _____ Year 3 \$ _____

Must equal the total on the last page 81 of the bid document.

SPECIAL REQUEST COST PER HOUR \$ _____

See page 42 of the bid document.

Addenda No(s) thru _____ have been received and are duly noted.

If Contractor Product deviates from specifications in any manner, the Contractor must spell out specific deviations on attachment to bid.

The Evening Custodial Services Provider does hereby certify by submission of this certification, that I have carefully examined the instructions and specifications and have examined the sites where the work is to take place. If awarded a contract within ninety (90) days, I agree to furnish all labor and materials required to complete the work described in these documents in accordance with the terms that have been outlined.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

BID SUBMISSION AND COST BREAKDOWN WORKSHEETS (CONTINUED)

Type Name Here

PERIOD: JULY 1, 2023 THROUGH JUNE 30, 2024

		FTE	GRANT TOTAL	
SALARIES AND BENEFITS	Salaries, Benefits, and Personnel Costs (as identified as "Minimum Staffing" in IFB)	9.80	\$ 287,390	
	Other:			
	Other:			
	Other:			
	Other:			
SUBTOTAL			\$287,390	
		FTE	COST PER FTE	GRANT TOTAL
OTHER OPERATING	Start-up Expenses			\$ 2,320
	Background Checks	10.00	\$ 40.00	\$ 400
	Drug Testing	10.00		\$ -
	Training (ADA, Blood Borne Pathogens, Asbestos, Right to Know, Immunizations)	10.00		\$ -
	Other Training	10.00		\$ -
	Certification/Licensing	10.00		\$ -
	Operating Expenses, Uniforms, Office Supplies, Misc.			\$ 3,150
	Communications (i.e. cell phones)			\$ 1,950
	Travel			
	Cleaning Supplies (including: mops, floor finish, uniforms, paper, plastic soap, disposable gloves, etc. which supervisors use included)			\$ 27,797
	Equipment (vacuums, buffers, snow blowers, etc)			\$ 6,646
	Equipment maintenance and repair			\$ 3,055
	Other:			
Other:				
Other:				
Other:				
SUBTOTAL			\$45,318	
				GRANT TOTAL
OVERHEAD	Administrative Fee			\$ 2,403
	Legal and Audits			\$ 2,403
	Accounting			\$ 2,403
	Quality Inspections & Reporting			\$ 2,403
	Technical Support			\$ 2,403
	Training and Safety Services			\$ 2,403
	Research & Development			\$ 2,403
	Human Resources			\$ 2,403
	Research & Development			\$ 2,403
	Other: Profit			\$ 18,488
Other:				
Other:				
Other:				
Subtotal			\$40,115	
				GRANT TOTAL
OTHER COST	Performance Bond			\$ 1,864
	Bid Bond			\$ 1,864
	Other:			
	Other:			
	Other:			
Subtotal			\$3,728	
TOTAL BID PRICE FOR FIRST YEAR			\$376,551	

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit C: HOLD HARMLESS AGREEMENT

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider hereby agrees to at all times save District 75 and the Board of Education harmless against loss from Liability imposed by law upon them for damages on account of bodily injuries or death suffered or alleged to have been suffered, as a result of any accident occurring from or by reason of, or in course of operations under contract, whether occurring by reason of acts or omissions of Evening Custodial Services Provider or any sub-contractor, or both.

The Evening Custodial Services Provider hereby agrees to at all times save District 75 and the Board of Education harmless against loss from Liability imposed by law upon them for damages on account of injuries to property suffered or alleged to have been suffered as a result of any accident occurring from reason of or in course of operations under Contract, whether occurring by reason of acts or omissions or Evening Custodial Services Provider of any sub-contractor, or both, insuring District 75 and Board of Education against loss from Liability imposed by law upon them for damages on account of such injuries or loss.

The Evening Custodial Services Provider hereby agrees to indemnify, keep and save harmless, District 75, Board of Education, agents, officials and employees against all injuries, judgments, costs and expenses which may arise as a result of any act or omission by the Evening Custodial Services Provider or its agents during the term of this whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Evening Custodial Services Provider or his employees, if any of, or its employees, and the Evening Custodial Services Provider shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred against in any such action, and shall at his own expense discharge same.

The Evening Custodial Services Provider expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Evening Custodial Services Provider, shall in no way limit the responsibility to indemnify, keep and same harmless and defend District 75 as herein provided.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

HOLD HARMLESS AGREEMENT (CONTINUED)

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit D: REFERENCE LIST

Evening Custodial Services Provider's Name: _____

Address: _____

Evening Custodial Services Provider shall provide five (5) references that are currently being serviced by the Evening Custodial Services Provider, where the Evening Custodial Services Provider's personnel currently has production employees on the Evening Custodial Services Provider's payroll.

The following references must be from school districts where the Evening Custodial Services Provider provides current services of a similar volume. List each school district as one (1) reference. Do not list each school in a district as a separate reference.

1.
School District Name: _____

Address: _____

City, State Zip: _____

Student Enrollment: _____

Number of Buildings Serviced: _____

Square Footage of Buildings Serviced: _____

Administrative Contact: _____

Email: _____

Phone: _____

Date(s) of Service: _____

Description of Service(s) Provided: _____

2.
School District Name: _____

Address: _____

City, State Zip: _____

Student Enrollment: _____

Number of Buildings Serviced: _____

Square Footage of Buildings Serviced: _____

Administrative Contact: _____

Email: _____

Phone: _____

Date(s) of Service: _____

Description of Service(s) Provided: _____

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

REFERENCE LIST (CONTINUED)

The following must be from school districts or commercial customers where the Evening Custodial Services Provider provides current services of a similar volume.

3.
Name: _____
Address: _____
City, State Zip: _____
Number of Buildings Serviced: _____
Square Footage of Buildings Serviced: _____
Contact: _____
Email: _____
Phone: _____
Date(s) of Service: _____
Description of Service(s) Provided: _____

4.
Name: _____
Address: _____
City, State Zip: _____
Number of Buildings Serviced: _____
Square Footage of Buildings Serviced: _____
Contact: _____
Email: _____
Phone: _____
Date(s) of Service: _____
Description of Service(s) Provided: _____

5.
Name: _____
Address: _____
City, State Zip: _____
Number of Buildings Serviced: _____
Square Footage of Buildings Serviced: _____
Contact: _____
Email: _____
Phone: _____
Date(s) of Service: _____
Description of Service(s) Provided: _____

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit E: INSURANCE REQUIREMENTS

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider shall provide District 75 a Certificate of Insurance naming District 75 as an additional insured. The Evening Custodial Services Provider shall carry, pay for, and keep in force during the entire the entire period of this agreement comprehensive general liability, public liability, property and other insurance as follows:

- Comprehensive General Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Comprehensive Liability Insurance with limits for combined bodily injury and death of not less than \$1,000,000 for each occurrence; not less than \$2,000,000 aggregate; and medical payments of at least \$50,000 per person.
- Property Damage Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Property Damage Liability Insurance in the amount of \$500,000 per occurrence, \$6,000,000 for aggregate operation liability, and \$4,000,000 for aggregate property liability.
- Comprehensive Auto Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
- Worker's Compensation Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Worker's Compensation Insurance as required by the laws of the State of Illinois.
- Employer's Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Employer's Liability Insurance of not less than \$100,000.
- Excess Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract an umbrella policy is required with minimum lists of \$10,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- Owned/Rented Equipment Insurance: The Evening Custodial Services Provider shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Evening Custodial Services Provider against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Evening Custodial Services Provider. The requirement to secure and maintain such insurance is solely for the benefit of the Evening Custodial Services Provider; the Evening Custodial Services Provider shall require same coverage of sub-contractor. Failure of the Evening Custodial Services Provider to secure such insurance or to maintain adequate levels of coverage shall not obligate District 75, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 75 shall have no responsibility therefore, the Evening Custodial Services Provider secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against District 75 or their agents."

District 75 will only accept Evening Custodial Services Providers on the Evening Custodial Services Provider's Certificate of Insurance that have an A.M. Best's rating of no lower than A-7.

The successful Evening Custodial Services Provider shall expressly bind himself/herself to defend and save District 75 harmless from all suits or actions of every name and description including Scaffolding Act Liability. Successful Evening Custodial Services Provider shall carry insurance, in company or companies acceptable to District 75, for Worker's Compensation, Commercial General Liability, and Automobile liability.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

INSURANCE REQUIREMENTS (CONTINUED)

The Evening Custodial Services Provider's Obligation: The procuring of the insurance required under this Contract shall be considered solely as securing Evening Custodial Services Provider's obligation or liabilities assumed under this Contract. Evening Custodial Services Provider shall remain fully liable and responsible for all such obligations, whether or not the insurance provided by the Evening Custodial Services Provider is approved by District 75.

There will be no "Waivers of Subrogation" permitted on the insurance policy or contract between District 75 and the Evening Custodial Services Provider. A copy of the Certificate of Insurance shall be furnished to the Director of Finance and Operations before the work begins.

All policies of insurance shall carry an endorsement to the effect that they cannot be modified, canceled or non-renewed without thirty (30) days written notice to District 75 by certified or registered mail. Cancellation of any of the insurance policies required above, or the reduction of the amounts of liability insurance or medical coverage provided by such policies, shall be deemed a material breach of this Contract and shall be cause for District 75 to terminate this Contract. Upon receipt of a notice of cancellation of any of the aforesaid insurance policies, or a reduction in coverage, District 75 shall have the option of terminating this Contract or paying the premiums necessary to continue the insurance policy at the required limits of liability and deduct the payment or payments from the compensation due the Evening Custodial Services Provider under this Contract. No policy shall reserve or permit any right of subrogation against the SFA, its officers, employees, volunteers, students, and agents thereof.

The Evening Custodial Services Provider does hereby certify by submission of this certification, that I have read the insurance specifications herein and agree that the above Evening Custodial Services Provider is eligible for insurance and will adhere to specifications as outlined above.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit F: PROOF OF INSURABILITY

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider shall provide District 75 a Certificate of Insurance naming District 75 as an additional insured. The Evening Custodial Services Provider shall carry, pay for, and keep in force during the entire the entire period of this agreement comprehensive general liability, public liability, property and other insurance as follows:

- Comprehensive General Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Comprehensive Liability Insurance with limits for combined bodily injury and death of not less than \$1,000,000 for each occurrence; not less than \$2,000,000 aggregate; and medical payments of at least \$50,000 per person.
- Property Damage Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Property Damage Liability Insurance in the amount of \$500,000 per occurrence, \$6,000,000 for aggregate operation liability, and \$4,000,000 for aggregate property liability.
- Comprehensive Auto Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Comprehensive Auto Liability with limits for combined bodily injury and property damage of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 aggregate.
- Workers' Compensation Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Workers' Compensation Insurance as required by the laws of the State of Illinois.
- Employer's Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract Employer's Liability Insurance of not less than \$100,000.
- Excess Liability Insurance: The successful Evening Custodial Services Provider shall maintain at all times during this Contract an umbrella policy is required with minimum lists of \$10,000,000 per occurrence and will apply to both bodily injury and property damage. The umbrella policy shall apply over all primary coverage and limits of liability as listed in the preceding section. The umbrella coverage must be as broad as the primary policies and must be free of any restrictions that do not appear in the underlying policies.
- Owned/Rented Equipment Insurance: The Evening Custodial Services Provider shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance deemed necessary to protect the Evening Custodial Services Provider against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, staging, towers and forms owned or rented by the Evening Custodial Services Provider. The requirement to secure and maintain such insurance is solely for the benefit of the Evening Custodial Services Provider; the Evening Custodial Services Provider shall require same coverage of sub-contractor. Failure of the Evening Custodial Services Provider to secure such insurance or to maintain adequate levels of coverage shall not obligate District 75, or their agents and employees for any losses of owned or rented requirement. It is expressly understood and agreed that District 75 shall have no responsibility therefore, the Evening Custodial Services Provider secures such insurance the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right of recovery against District 75 or their agents."

District 75 will only accept Evening Custodial Services Providers on the Evening Custodial Services Provider's Certificate of Insurance that have an A.M. Best's rating of no lower than A-7.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

PROOF OF INSURABILITY (CONTINUED)

I, being duly sworn, do hereby acknowledge that I have read the insurance specifications herein and agree that the above **FSMC** is eligible for insurance as outlined above.

Authorized **INSURANCE** Agent Signature

Authorized **INSURANCE** Agent Printed Name

Authorized **INSURANCE** Agent Title

Authorized **INSURANCE** Company

Authorized **INSURANCE** Company Address

Authorized **INSURANCE** Company City, State Zip

Authorized **INSURANCE** Company Phone

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit G: BID SPECIFICATION EXCEPTION FORM

Evening Custodial Services Provider's Name: _____

Address: _____

Any exceptions, variations, or clarifications to the specifications must be set forth on this form and included with the Bid form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the Bid to note on this form any and all exceptions to any portion of the specifications means that the Bid must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire Bid. If there are no exceptions, variations, or clarifications, please indicate "None".

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Bid SPECIFICATION EXCEPTION FORM (CONTINUED)

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H: CERTIFICATIONS

Exhibit H - 1: Certification Regarding Bid-Rigging/Eligibility to Bid

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider does hereby certify by submission of this certification, that pursuant to section 33E-11 of the Illinois Criminal Code of 1961 as amended, 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 and that neither (he, she, it) nor any of (his, her, its) business has ever been convicted of the offense of Bid-rotating under section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 2: Certification Regarding Independent Price Determination

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider does hereby certify and affirm the following to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I am authorized by the Evening Custodial Services Provider to sign this Certificate, and to submit the accompanying Bid, on behalf of the Evening Custodial Services Provider;
3. Each person whose signature appears on the accompanying Bid has been authorized by the Evening Custodial Services Provider to determine the terms of, and to sign, the Bid, on behalf of the Evening Custodial Services Provider;
4. For the purposes of this Certificate and the accompanying Bid, I understand that the word "competitor" shall include any individual or organization, other than the Evening Custodial Services Provider, whether or not affiliated with the Evening Custodial Services Provider, who;
 - a. has been requested to submit a Bid in response to this invitation for Bids;
 - b. could potentially submit a Bid in response to this invitation for Bids, based on their qualifications, abilities or experience;
5. The Evening Custodial Services Provider discloses that [check one (1) of the following, as applicable]:
 - a. the Evening Custodial Services Provider has arrived at the accompanying Bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b. the Evening Custodial Services Provider has entered into consultations, communications, agreements or arrangements with one (1) or more competitors regarding this invitation for Bids, and the supplier/ Evening Custodial Services Provider discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. Without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement by or on behalf of the Evening Custodial Services Provider with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a Bid; or
 - d. the submission of a Bid which does not meet the specifications of the invitation for Bids; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor by or on behalf of the Evening Custodial Services Provider regarding the quality, quantity, specifications or delivery particulars of the products or services to which this invitation for Bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

CERTIFICATION REGARDING INDEPENDENT PRICE DETERMINATION (CONTINUED)

8. The terms of the accompanying Bid have not been, and will not be, knowingly disclosed by the Evening Custodial Services Provider, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening, or of the awarding of this Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above; and,
9. I understand that the accompanying Bid will be disqualified if this certification is found not to be true and complete in every respect.
10. The Evening Custodial Services Provider does hereby certify and affirm that the proposal or Bid was prepared independently for this project and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. Further, no person(s), firm(s) or corporation(s) has, have, or will receive directly or indirectly any rebate, fee, gift, commission or thing of value on account of this work.
11. The Evening Custodial Services Provider making the foregoing proposal or Bid further certifies that such proposal or Bid is genuine and not collusive, or sham; that said Evening Custodial Services Provider has not colluded, conspired, connived or agreed, directly or indirectly, with any Evening Custodial Services Provider or person, to put in a sham Bid or to refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the Bid price element or said Bid, or of that of any other Evening Custodial Services Provider, or to secure any advantages against any other Evening Custodial Services Provider or any person interested in the proposed contract.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 3: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

Evening Custodial Services Provider's Name: _____

Address: _____

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see Federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW:

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Government-Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

*CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER
Covered Transactions (CONTINUED)*

CERTIFICATION

The Evening Custodial Services Provider does hereby certify by submission of this certification, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
3. It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
4. It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
5. The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
6. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 4: Certification Regarding Lobbying

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider does hereby certify by submission of this certification, that to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

**MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES**

Exhibit H - 5: Disclosure of Lobbying Activities

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. (See reverse for public burden disclosure.)

1. TYPE OF FEDERAL ACTION
 a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance

2. STATUS OF FEDERAL ACTION
 a. Bid/offer/application b. Initial award c. Post-award

3. REPORT TYPE
 a. Initial filing b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

 Prime Subawardee, Tier _____, if known _____ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

 _____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

 _____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known	9. AWARD AMOUNT, if known \$ _____
------------------------------------	---------------------------------------

10a. NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)	b. INDIVIDUALS PERFORMING SERVICES (Including address if different from No. 10a) (last name, first name, MI)
--	---

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)
 \$ _____ Actual Planned

12. FORM OF PAYMENT (check all that apply)
 a. Cash b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)
 a. Retainer b. One-time fee c. Commission
 d. Contingent fee e. Deferred f. Other, specify _____

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. YES NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	ORIGINAL SIGNATURE	
	PRINT NAME OR TYPE	
	TITLE	
	TELEPHONE NUMBER	DATE

ISBE 85-37 (3/12)

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

DISCLOSURE OF LOBBYING ACTIVITIES (CONTINUED)

**INSTRUCTIONS FOR COMPLETION OF
ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

DISCLOSURE OF LOBBYING ACTIVITIES (CONTINUED)

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

**CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES**

REPORTING ENTITY

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 6: Certificate Regarding Compliance with Illinois Drug-Free Workplace Act

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider does hereby certify pursuant to Section 3 of the *Illinois Drug-Free Workplace Act* (30 ILCS 580/3) that [he, she, it] shall provide a drug-free workplace for all employees engaged in performance of the work under this 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*.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 7: Certification Regarding Compliance to the Illinois Department of Human Rights Regulations

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider hereby certifies the company is in compliance with the provisions of the Illinois Department of Human Rights Regulations.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC
My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 8: Certification Regarding Non-Collusion

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider hereby certifies the company has not, nor has any other member, representative or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be Bid by anyone at such letting, not to prevent any person from Bidding nor to induce anyone to refrain from Bidding, and that 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.

The Evening Custodial Services Provider further certifies the company, nor any person or persons, firms, or corporations has, have, or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC
My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 9: Certification Regarding Compliance with Sexual Harassment Policy

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider does hereby certify pursuant to Section 2-105 of the *Illinois Human Rights Act* (775 ILCS 5/2-105) that [he, she, it] has a written sexual harassment policy that includes, at a minimum, the following information: (I) the illegality of sexual harassment; (ii) the definition of sexual harassment under State Law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.

The Evening Custodial Services Provider does hereby certify that it has complied with the requirements of Section 2-105 of the *Illinois Human Rights Act* (Public Act 87-1257) effective July 1, 1993 with respect to sexual harassment policies. The terms of the law, as applicable, are hereby incorporated into this contract.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 10: Certification Regarding Compliance with Equal Employment Opportunity

Evening Custodial Services Provider's Name: _____

Address: _____

In the event of the **Evening** Custodial Services Provider '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"), the **Evening** Custodial Services Provider may be declared ineligible for future contracts or sub-contracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- A. The Evening Custodial Services Provider will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service. The Evening Custodial Services Provider 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, marital status, physical or mental handicap, or unfavorable discharge from military service. 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 conspicuous places, available to employees and applicants for employment, notices to be provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- B. The Evening Custodial Services Provider will, in all solicitations or advertisement for employees placed by or on behalf of the Evening Custodial Services Provider, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, sex, ancestry, age, marital status, physical or mental handicap, or unfavorable discharge from military service.
- C. The Evening Custodial Services Provider 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-contracts for standard commercial supplies or raw materials.
- D. The Evening Custodial Services Provider shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.) and because the Owner is a public body the Evening Custodial Services Provider shall fully comply with the Human Rights Act, section 775 ILCS 5/2-105, entitled "Equal employment opportunities - Affirmative action". Evening Custodial Services Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin or ancestry. Evening Custodial Services Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex age or national origin or ancestry. Such action shall include, but not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminating, rates of pay or other forms of compensations and selection of a quality of training, including apprenticeship. Evening Custodial Services Provider shall post in conspicuous places, available by the appropriate agency having jurisdiction over equal employment opportunity. Evening Custodial Services Provider will, in all solicitations or advertisement for employees placed by or on behalf of Evening Custodial Services Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin or ancestry.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

CERTIFICATION REGARDING COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY (CONTINUED)

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 11: Certification Regarding Compliance with Criminal Background Investigations

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider shall cause criminal background investigations to be conducted, in accordance with Section 10-21.9 of the School Code (105 ILCS 5/10-21.9) for all of Evening Custodial Services Provider 's, and Evening Custodial Services Provider 's sub-contractors', employees, representatives, and officials who may be present at the job site or otherwise have contact with Owner's students. Evening Custodial Services Provider will not permit any such official or employee to perform services under the Agreement unless (I) the criminal background investigation has been completed for the official, representative or employee; and (ii) the official, representative or employee is not prohibited from employment by the Owner by reason of a conviction enumerated under Section 10-21.9. Further, Evening Custodial Services Provider shall not permit any individual to perform services under this Agreement who is required to register under the Sex Offender Registration Act, 730 ILCS 1.501 *et seq.*

The Evening Custodial Services Provider hereby represents warrants and certifies that in accordance with Section 10-21.9 of the Illinois School Code efforts will be made to screen applicants and to perform background checks to ensure that The Evening Custodial Services Provider's employees who will serve District 75 under this Contract have no prior criminal record that would render said persons as prohibited from working in a school setting, e.g., child molestation, pornography, etc. The Evening Custodial Services Provider will also be and remain in compliance with current and future local, State, and Federal laws and regulations regarding this matter.

The Evening Custodial Services Provider further agrees that it shall not employ any person, including but not limited to school bus personnel and other transportation employees, who have or may have direct, daily contact with the pupils of any school in District 75, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the written "Authorization of Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 10-21.9 of the Illinois School Code and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated in Section 10-21.9. The Evening Custodial Services Provider further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation.

The Evening Custodial Services Provider further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the enumerated offenses set forth in Section 10-21.9 of the Illinois School Code, shall be employed thereby in any position that involves or may involve contact with the students of District 75.

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

CERTIFICATION REGARDING COMPLIANCE WITH CRIMINAL BACKGROUND INVESTIGATIONS (CONTINUED)

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 12: Certification Regarding Compliance with OSHA Regulations

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider is responsible as an employer to comply with OSHA Regulations regarding safety to workers at the worksite. This includes, but is not limited to, compliance to provisions of the Code of Federal Regulations, (29 CFR 1926 Construction Standards.

Authorized Agent Signature

Title

Signatory Authority (select one):
 The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC
My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
INVITATION FOR BID - IFB# 20190410
EVENING CUSTODIAL SERVICES

Exhibit H - 13: Certification Regarding Prevailing Wage

Evening Custodial Services Provider's Name: _____

Address: _____

The Evening Custodial Services Provider hereby certifies that all laborers, workers and mechanics performing work under this Contract shall not be paid less than the prevailing wage as found by the Illinois Department of Labor or the Board of Education, and that Evening Custodial Services Provider and all sub-contractors shall in all other respects comply with the *Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.*, in carrying out work under this Contract. If, during the course of work under this contract, the Department of Labor revises the prevailing rate of hourly wages to be paid under this contract, Evening Custodial Services Provider shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Evening Custodial Services Provider and all sub-contractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in this Contract sum. Evening Custodial Services Provider shall protect, defend, indemnify and hold the Owner harmless for any claims or demands made as a result of Evening Custodial Services Provider's failure to comply with this certification. Evening Custodial Services Provider shall provide payroll certification with each monthly pay request or at the completion of installation.

Authorized Agent Signature

Title

Signatory Authority (select one):

- The Owner/Sole Proprietor Member of the Partnership
 Officer of the Corporation Member of the Joint Venture

Date

STATE OF ILLINOIS

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which were _____, [for example, an Illinois personnel's license] to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

NOTARY PUBLIC

My Commission Expires: _____

SEAL

MUNDELEIN ELEMENTARY SCHOOL DISTRICT 75
 INVITATION FOR BID - IFB# 20190410
 EVENING CUSTODIAL SERVICES

Exhibit H - 14: Request for Taxpayer Identification Number and Certification

Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service	<h3 style="margin:0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> <tr> <td style="text-align: center;">or</td> </tr> <tr> <td style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> </tr> </table>	Social security number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-		or	Employer identification number	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-							
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Part II Certification Under penalties of perjury, I certify that: <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
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Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.