Invitation for Bids

Contract for Non-Instructional Services

Post Construction Cleaning Services

Crete-Monee School District 201-U

In accordance with Federal law, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.

Notice and Invitation to Bid

The Board of Education of Crete-Monee School District 201-U, Will County, Illinois, ("School District" or "Board") is requesting and accepting sealed bids from qualified contractors to provide Post Construction Cleaning Services as specified in this *Invitation for Bids*.

Bids are to be addressed to:

Crete-Monee School District 201-U
Maintenance & Receiving
295 W Burville Rd.
Crete, IL 60427
Attn: Mr. Keith McLean, Director of Buildings and Grounds CPMM

A sealed bid is being sought for a one-time contract pursuant to specifications stated herein. Said Bid must be in full compliance with Public Act 095-0241 (105 ILCS 5/10-22.34c Third Party Contracting for Non-Instructional Services

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SECTION 1: INSTRUCTIONS TO BIDDERS

Bid Schedule:

Activity	Date
Issuance of the Invitation for Bid and Contract	March 25, 2022
Deadline for Submission of Bids:	10:00 AM Monday, April 18, 2022
Bid Opening:	10:00 AM Monday, April 18, 2022
Board Review and Award:	May 17, 2022

The Board reserves the right to modify any part of the above schedule.

Additional Requests for Clarification:

Prospective bidders/contractors may request that the Board of Education clarify information contained in the *Invitation for Bids*. Deadline for requesting clarification is by Wednesday, April 13, 2022 at 9:00 am. All such requests must be made in writing, sent by email, Keith McLean, Director of Building & Grounds, at mcleank@cm201u.org. An ongoing, written response addendum to all written requests for clarification will be prepared and posted to the school district's website by Wednesday, April 13, 2022 at 2:00 pm. It is the responsibility of the bidding contractor(s) to revisit the website for updates and answers.

Addenda to IFBAC:

If clarification of the specifications/instructions is required, the School District will clarify the specifications/instructions in the form of an addendum, if necessary, or a running Q&A posted to the school district's website.

The subject matter of this Invitation to Bid is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders 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 the School District (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

Bid Submission:

Bids will be accepted until 10:00 AM Monday, April 18, 2022

Bids shall be submitted on the forms provided with these specifications and included in the Invitation to Bid. Submitted bids shall be in a sealed envelope clearly marked ***"Post Construction Cleaning Services Bid"*** with the name and address of the bidder and the date and time of the bid opening, and must be delivered to:

Crete-Monee School District 201-U
Maintenance & Receiving Building
295 W Burville Rd.
Crete, IL 60417
Attn: Mr. Keith McLean, Director of Buildings and Grounds CPMM

All bidders must complete, sign and submit the attached *Bid-Rigging Certificate, Certificate of Independent Bid Determination, Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions, Certification Regarding Lobbying,* and *Disclosure of Lobbying Activities, and Additional Contractor Certifications.*

Bid Opening:

All bids received by 10:00 AM Monday, April 18, 2022 will be publicly opened at:

Crete-Monee Maintenance and Receiving Building, 295 W. Burville Rd., Crete, IL 60417.

All interested parties are invited to attend the bid opening.

Oral Interview:

The Board may invite some or all bidders to participate in an interview process to discuss their Bid and to answer any questions the Board may have regarding the submitted bid. The Board will notify the qualified bid contact person, as listed in the bid, to arrange the interview.

No Consideration After Date and Time Specified:

Bids submitted after 10:00 AM Monday, April 18, 2022 WILL BECOME THE PROPERTY OF Crete-Monee School District 201-U, will not be considered and will NOT be returned. unopened to the appropriate bidder. Postmarks or dating of documents will be given no consideration in the case of late bids. The Bidder assumes the risk of any delay in handling or delivery of mail. The Board is not responsible for delayed deliveries and does not recognize postmarks as representing the fact that a bid has been "received" by the Board before the specified deadline. Bids sent by facsimile or electronic mail will not be accepted or considered. It is the sole responsibility of the bidder that the response reaches the School District on time, at the place, and in the manner required herein, to avoid disqualification.

Right to Reject Any or All Bids:

The Board reserves the right to reject any or all bids, in whole or in part. A contract will be awarded only after a formal notice is given to a bidder pursuant to action by the Board. The Board of Education reserves the right to waive any and all irregularities and formalities with respect to bids. All decisions of the Board shall be considered final. The Board reserves the right to reject a bid from a bidder who, in the Board's opinion, does not exhibit past experience equal to the size and scope of this project or who does not submit the bid per the IFBAC requirements.

No Relief for Errors or Omissions:

All bids shall be submitted with each space properly completed. No claim for relief because of errors or omissions in the bidding will be considered, and bidders will be held strictly to the bids as submitted.

No Deviations or Exceptions:

All bids shall be submitted on the forms provided with these specifications without deviation or exception. Bids submitted on forms other than the attached forms may be rejected.

Submission Indicates Bidder is informed:

All prospective bidders should completely inspect the Site, project location, and facilities as they relate to this Invitation to Bid. Failure to do so will not relieve the successful bidder from the necessity of furnishing and installing without additional cost to the District any materials and equipment or performing any labor that may be required to carry out the intent of the resulting contract.

The submission of a bid will be construed as an indication that the bidder is fully informed as to the extent and character of the service required hereunder and can offer the services in compliance with the specifications.

Bid Withdrawal or Changes:

Bids may be withdrawn by letter, fax or in person prior to the time and date established for the opening of bids.

No Bid Modification without Written Approval:

Once the bids have been opened, such bids may not be modified in any way without the written approval of the District. All bidders will be bound by any and all math calculations, misquotes or mistakes of any kind once the bids have been opened.

No Gratuity in Connection with Bid:

No employee of the District is to be extended any form of gratuity in connection with this bid.

Right to Investigate Bidder's Ability to Fulfill Contract Terms:

The District reserves the right to make such investigation as is necessary to determine the ability of the bidder to fulfill all bid requirements and contract terms. Representatives from the District reserve the right to inspect the bidder's facilities and any other landscaping or lawn care maintenance operations under its management prior to any award of a contract.

SECTION 2: GENERAL CONDITIONS

The Post Construction Cleaning Services ("Contract") shall be between the Board of Education of Crete-Monee School District 201-U ("School District" or "Board") and the successful contractor ("Contractor").

All bids shall remain valid and subject to acceptance for a period of one hundred and eighty (180) days after the bid opening date.

Contract Period:

The contract period would commence on or afterTuesday, May 17, 2022and will continue through The scheduled date of completion, Thursday, August 11, 2022 or as determined between the Director of Buildings and Grounds and the successful bidding contractor or sooner in accordance with the Invitation to Bid and Contract. If the Bidding Contractor feels that Overtime will need to be performed to complete this project within the designated timeline, then the additional cost must be added to the base bid cost.

No Contract will be entered unless and until the prerequisites of P.A. 095-0241 (105 ILCS 5/10/22.34c) and Illinois Compiled Statutes 415 ILCS 65/ have been satisfied in their entirety and unless and until the Board of Education elects to enter into such a Contract.

Per Public Act 97-951 (105 ILCS 5/10-20.21), the contract will be awarded by first considering the bidder or bidders ablest to provide stability of their service, conformity with specifications, terms of delivery, quality and serviceability, and then price as the Board deems necessary and appropriate in the best interest of the Board.

Bid Protest Procedures:

Prior to Bid Opening: Any bidder or potential bidder who has a complaint or dispute concerning the bid procedures contained herein may file a written protest with the Director of Building & Grounds, Keith McLean, at the bid address listed above, within five (5) days of the action being protested or disputed and at least 10 days prior to the date for the bid opening, explaining in detail the specific nature of his or her complaint or dispute. Within ten (10) days of receiving the protest, the Director of Building & Grounds shall meet with the bidder or potential bidder and his or her representative to attempt to resolve the complaint or dispute. If the bidder or potential bidder is not satisfied after such meeting, he or she may file a written request prior to the date for the bid opening to appear before the Board of Education at its next regular meeting, at which time the Board of Education will make a final decision concerning the complaint or dispute. The District in its discretion may delay the bid opening while the dispute is pending. Failure to make timely objection to the bid procedures contained herein in accordance with these procedures shall constitute a waiver of any complaint or protest by the bidder or potential bidder.

After Bid Opening: Crete-Monee School District 201-U must adhere to applicable bidding practices established by State law and good administrative practice. A Contractor claiming wrongful treatment must formally notify the Director of Building & Grounds, Keith McLean, within five (5) calendar days from the date of the bid award questioned, in writing, at the same address as the bid opening. The notification from the Contractor must state the nature and grounds of the protest. Such written protest shall be addressed to Keith McLean, Director of Building & Grounds, Crete-Monee School District 201-U, 295 W Burville Rd., Crete, IL 60417. The envelope shall be clearly labeled with the phrase "PROTEST". The Director of Building & Grounds will respond to the protesting contractor with ten (10) days of receipt of the written protest. In the event that the contractor does not agree with the decision of the Director of Building & Grounds, the contractor may appeal to the Board of Education, in writing, within five (5) days of receipt of the Director of Building & Grounds' response. The notification from the supplier shall be in an envelope and clearly marked "PROTEST APPEAL" and address to Board of Education, Crete-Monee School District 201-U, 1500 Sangamon Street, Crete, IL 60417. The Board of Education will convene at its next regularly scheduled meeting after receipt of the protest to review the

question. All parties having made a bid that was reviewed and found eligible for consideration will be notified and will have an opportunity to be present at the hearing. The Board of Education reserves the right to limit the amount of time of the hearing and the amount of time for the presentation of evidence of all parties. The Board will deliberate and make known its decision in writing to all concerned. All protests will be disclosed to the Illinois State Board of Education.

Contractors in Default:

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

Non-Discrimination:

Contractor agrees to fully comply with the requirements of the *Illinois Human Rights Act* (775 ILCS *5/1-101 et seq.)* including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the *Illinois Human Rights Act.* The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. § 12101 *et seq.)* and rules and regulations promulgated thereunder.

To extent applicable, the Contractor agrees to comply with the provisions of the *Occupational Safety and Health Act of 1970* (29 U.S.C.A. § 651 *et seq.)* and the standards and regulations issued thereunder.

Signature Constitutes Acceptance:

The signing of these bid forms shall be construed as acceptance of all provisions contained herein and that the Contractor has read the Contract Documents and is fully aware of the terms hereof.

Exceptions:

Any exceptions to these terms and conditions in deviation from the written specifications must be shown in writing and attached to the bid form. The Board is exempt from paying Illinois Use Tax (35 ILCS *105/3-5.4)* and sales to the Board are exempt from Illinois Retailer's Occupation Tax (35 ILCS *120/2-5.11).* As such, Contractor shall not include such taxes in its bid.

Federal Excise Taxes:

The Board is exempt from paying Federal Excise Taxes (26 U.S.C.A. § 4221). As such, Contractor shall not include such taxes in its bid.

Contractor to Pay Taxes:

The Contractor shall pay sales, consumer, use and similar taxes for the work or portions thereof provided by the Contractor. Contractor shall collect and remit Illinois Use Tax on all sales of tangible personal property in accordance with the Illinois *School Code* (105 ILCS *5/10-20.21)* and the Illinois *Use Tax Act* (35ILCS *105/1 et seq.).* The payment of this tax will take place regardless of whether the Contractor is a retailer maintaining a place of business within this State. The cost of such tax shall be borne solely by the Contractor as part of the Contract price. Contractor shall not be reimbursed or paid any taxes unnecessarily paid by Contractor when not required due to the Board's tax-exempt status. The Contractor certifies that it is not barred from bidding or entering into this contract under Section 10-20.21(b) of the School Code and that the School District may declare this Contract void if this certification is false.

Bids are Property of the School District:

All completed bids and supporting documentation submitted shall be the property of the School District.

Until such time as a Contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting bid documents received by the School District. All supporting bid documents shall be held strictly confidential and shall be reviewed and evaluated solely by School District employees. Such documents shall not be released for distribution under the Freedom of Information Act until such time as the Contract has been awarded. Violation of this clause by any bidder, prospective or otherwise, shall result in automatic disqualification of the bidder from being awarded the Contract.

Quantity of work :

The exact number of classrooms or areas to be cleaned will not be known until the construction projects near substantial completion.

Bidding contractor shall provide a summary of their process(s) as an attachment to Appendix #1

SECTION 3: SCOPE

This information is provided to assist contractors in evaluating the Board's bid and submitting a bid, and does not supplant the terms and conditions of the bid, including attachments to the bid, nor substitute for a careful review of the bid and Contract by the contractors. This bid contemplates and is intended to procure Post Construction Cleaning Services Services under the form of a contract included in this bid for Crete-Monee School District 201-U.

The Post Construction Cleaning Services services shall be provided as a benefit to the School District's students, faculty, and staff.

School District's Geographical Boundaries:

The School District is an K-12 school district in Will County, Illinois and is located 30 miles south of Chicago. The School District has an enrollment of approximately 5,000 students and has 9 schools. The School District's students and facilities are located in Crete, Monee, University Park and Park Forest.

Length of Contract and Services

The Contractor shall provide Post Construction Cleaning Services in accordance with the Contract Specifications. Substantial completion for this project is August 11, 2022

Services Included

The successful Contractor shall provide safe and reliable Post Construction Cleaning Services to supplement and/ or assist District Cleaning Staff to property(s) owned and operated by the School District (Exhibit B) as defined by the following parameters:

Quantity of work :

The exact number of classrooms or areas to be cleaned will not be known until the construction projects near substantial completion.

Expectations of the contractor are to meet or exceed the processes listed in this scope.

Bidding contractor shall provide a summary of their process(s) as an attachment to Appendix #1

Classroom and Office space Cleaning:

- Contractor shall provide proper PPE for their staff and enforce the use of PPE during this project.
- Contractor shall provide Necessary Materials to their staff required to perform the job safely and efficiently.
    - **Cleaning Process**
        - Empty trash cans & pencil sharpeners.
        - Clean light lenses & Fixtures
        - Clean Blinds
        - Dust high to low.
        - Clean all horizontal surfaces including but not limited to: Clean Desks, counter tops, filing cabinets & other hard surfaces
        - Perform dust mopping and/or sweeping using an angle broom, micro fiber dust mop or other necessary tools to complete the job safely and efficiently.
        - Clean all interior classroom windows including corridor areas.(Option)
        - Clean all exterior classroom windows including corridor areas. (Option)
        - **Two part** Disinfection is the requested outcome of this scope. Appendix #1 will allow the contractor to bid the cleaning (1st step) and then add a cost for the second step which is listed as an option.

- The cleaning contractor shall provide to the Director of Buildings and Grounds, or his designee, SDS sheets for any chemical used in their cleaning and disinfection process.
- Disinfectants shall be listed on the EPA List N as effective against Covid-19.
- Clean Desks
- Remove stubborn ink or graffiti.
- Clean white boards, chalk Boards etc…
- Remove severe ghosting. Rinse and wipe board clean after using Industrial Degreaser.
- Clean Desks, counter tops, filing cabinets, glass & other hard surfaces
- Student Desk bottoms and cubbies – Gum removal and sanitizing book storage areas.
- Replace can liners
- Clean and prepare all touch points (door knobs, levers, light switches, etc.) for disinfection
    - Allow surfaces to air dry.
- Vacuum any carpeting.
- Spot carpet stains
- Extract Carpeting
- If approved, Apply Disinfectant to all high touch areas, Desk tops and table tops that are high touch, as directed by this packet. Always follow label instructions.

- If Disinfection product leaves a film, there will be a final step in the process of wiping the surfaces with clear water.

- EXAMPLE of District Process(s) with District Chemicals. The contractor may use chemicals and cleaners that their staff has been trained in and are familiar with.

- Option

    - **Step 1** includes removing gross filth, dirt and debris with soap and water or a sanitizing chemical solution. Surface should be wiped dry or allowed to dry prior to Fogging or wiping with List N approved Disinfectant.
    - **Step 2** Wipe, spray or fog clean surfaces with List N approved disinfectant and follow dwell time instructions.
    - **Possible step 3** - If Disinfection product leaves a film, there will be a final step in the process of wiping the surfaces with clear water.

- Contractor shall follow all instructions on their product labels.

Common Areas

- Gather PPE
  - Gloves
  - Masks
  - Goggles or Face Shield
  - Apron if necessary
- Gather Necessary Materials
  - Classroom Cleaning Card
  - Envirox 117 sanitizer
  - Broom or dust mop
  - Green Mop Handle if needed
  - Green Rags

Cleaning Process

- High dust.
- Dust all furniture.
- Sweep or dust mop any hard floor surfaces
- Sanitize hard surfaces
- Spot clean upholstery . Extract with clean water if necessary.
- STEP 5 Deodorize trash cans if necessary
- STEP 6 Spray & wipe all touch points (door knobs, levers light switches, etc.)
- STEP 7 Clean all glass surfaces
- STEP 8 Vacuum all carpeting. Spot carpet stains
- Mop all hard floor surfaces
- Apply Disinfectant to all high touch areas as directed in this scope.. Areas include but are not limited to: Corridor counter-tops, table tops and chairs, elevator buttons, long horizontal window sills, door knobs and handles etc…Always follow label instructions.
- District Employees will clean Bathrooms and Locker Rooms.
- Interior Window Cleaning service(s) pricing will be requested as a separate "Per Unit" line item. District personnel will clean the exterior windows.

Contactor's Communication with Administration

Contractor will demonstrate effective ability and means to communicate with the School District's administration, specifically, the Facility Coordinator, if and when necessary.

Contractor's Obligations

The Contractor shall perform all the services described in the Invitation to Bid and in the Contract and make any arrangements that may not be described, but that are necessary to perform these services. The Contractor will provide all services throughout the term of the Contract. In addition, the Contractor will require all employees to follow all applicable Board policies and administrative procedures concerning appropriate behavior of persons in and around schools and other School District facilities. Substantial completion for this project is August 11, 2022

Operations

The Contractor shall provide all Post Construction Cleaning Service equipment, services and supplies necessary to meet the School District's needs and all terms and conditions of this Invitation to Bid and Contract.

Reports submitted to School District by the Contractor.

Accident Reports

All accidents or incidents that take place on school district property whether or not involving the School District students, personnel, or equipment shall be verbally and electronically reported to the School District immediately through the Director of Building & Grounds within 24 hours. A written report shall be submitted from the contractor to the Director of Building & Grounds of the School District within twenty-four hours of the accident or incident.

Accident reports shall be clear and accurate and provide at a minimum the following:

- Whether students were involved in the accident;
- Whether any injury occurred;
- The location, involvement of equipment, and nature and extent of any property damage; and
- The Contractor's assessment of chargeability of the accident. The Contractor shall provide to the School District any accident reports obtained from the police or emergency medical personnel or from any other law enforcement agency as soon after the accident as they become available. The Contractor shall use the appropriate Illinois Secretary of State and Illinois State Board of Education report form(s) as mandated by the State of Illinois and shall include any and all evidence gathered including, but not limited to, statements, alcohol/drug tests, etc.

Property Damage and Protection

The Contractor will be responsible for reporting and paying for any damages to any of the School District's facilities, furnishings, equipment, and/or contents caused by the Contractor's employees. The Contractor will report, in writing, any damage that occurs within twenty-four hours to the Director of Building & Grounds.

The Contractor is responsible for the conduct of its personnel. The Contractor will cooperate fully with the School District and with any law enforcement authority in the investigation of any unlawful activity suspected of the Contractor's employees while working for the School District.

If personnel employed by the Contractor are found to have committed theft or other unlawful activities at any of the School District facilities, the Contractor will be responsible to the School District for restitution which will include, but not be limited to, all actual losses, damages, cost of investigation and costs of prosecution.

The Contractor shall have the exclusive right to manage the Post Construction Cleaning Services for their staff at the sites specified in Exhibit C.

The School District may at any time during the Term of the Contract add or remove sites or programs covered by this Contract unless the addition or removal of sites creates a material or substantive Contract change.

The Contractor shall be an independent contractor and not an employee of the School District.

Termination of Contract

The Board of Education reserves the right to terminate its contract with the successful bidder and contractor with thirty (30) days written notice with or without cause.

SECTION 4: BID REQUIREMENTS

This portion of the Bid outlines the information that must be provided by each contractor and the required format for the Bid. Any Bid that does not include the required information or does not otherwise conform to the format specified may be rejected. Please refer also to the Instructions to Bidders and General Conditions Sections of this Bid for additional Bid requirements.

Bids must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth and must include information that will enable the Board to determine the contractor's overall qualifications. Each Bid shall also include a transition plan to accomplish a change to a contracted service arrangement. Each Bid may also include any other information that the bidder feels is significant to enable the Board to make an informed decision relative to the Bid. Contractors must complete and submit *Intent to Propose*.

Any exceptions to the terms and conditions contained in the Bid or the Contract, or any other special considerations or conditions requested or required by the contractor shall be enumerated by the contractor and be submitted as part of its Bid, together with an explanation of the reason(s) such terms and conditions cannot be met. Each contractor shall be required and expected to meet the Bid requirements in their entirety, except to the extent exceptions are expressly noted. All pricing factors must be clearly indicated in the contractor's pricing schedule provided as part of the Bid.

Bid Format

Included with this Bid are Required Response Forms contained in *Appendices 1-4*. Additionally, there are several Schedules that contractors must include with their Bid. All Forms and schedules must be completed and submitted in order for a Bid to be considered.

Introductory Letter

Contractors must provide an introductory letter on company letterhead, which provides a summary of their Bid. This letter must contain a statement indicating that the contractor agrees to be bound by the terms and conditions of this Bid and the contractor's Bid.

Appendices

Appendix 1: Bid Cost Projections and Summary

Contractors must complete the Bid Cost Projections and Summary, providing an explanation of bidder's pricing.

Contractors shall bid on "Post Construction Cleaning Services" as specified in this document

Contractors must submit bid pricing for each required section of the Bid Cost Summary. The only required section of the Bid Cost Summary is the section titled "Bid for 2021."

Appendix 4: Contractor Certifications

Appendix 5: Contractor Background Questionnaire

Contractors must complete the Contractor Background Questionnaire providing background information about their company and the qualifications of Contractor's personnel who would be involved with the School District.

Appendix 6: References

Contractors shall complete the Reference forms providing a minimum of three (3) contracts held in the state of Illinois, preferably with school districts. Include name of contract holder,

name of contact person and phone number, amount of contract, and a brief description of the types of services provided.

Required Schedules

- **Schedule 1: Written Statement of Current Contracts**

  Contractors must provide a statement and supporting evidence of all aspects of their Asphalt maintenance and repair management and technical capabilities.

- **Schedule 2: Insurance Certificate and Bonds**

  Contractors must provide evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the Board pursuant to Section 10-22.3 of the *Illinois School Code* (105 ILCS 5/10-22.3) as required by Section 10-22.34c(a)(3)(A) of the *School Code* (105 ILCS 5/10-22.34c(a)(3)(A).

Contractor shall provide an Insurance Certificate providing evidence of ability to obtain adequate insurance coverage to protect the interest of both the Contractor and the School District. Contractors must provide evidence of insurance in the amount of Two Million ($1,000,000) Dollars.

Bid Bond in the amount of 10% of the total bid shall be attached to the bid as a guarantee the bidder will enter into a contract with Crete-Monee CUSD 201-U.

Performance Bond Prior to the start of the project, the contractor must provide a performance Bond in the amount of **the anticipated total final cost of the project as, determined by the successful bidding company owner, or their designee, and Crete-Monee CUSD 201-U.**

- **Schedule 3: Supplemental Documentation**

  Contractors shall provide any Supplemental Documentation to describe any other resources to be provided by their company, not listed above, which are in furtherance of the provision Asphalt Maintenance and repair services.

- **Schedule 4: Litigation/Regulatory Proceedings List**

  Contractors will provide a Litigation/Regulatory Proceedings List, including all litigation or regulatory proceedings the company has been involved in within the last five (5) years as it pertains to (i) school districts for which the bidder has been a party to similar contracts, (ii) supplies, equipment or services of the type which are the subject of the proposed contract, or (iii) non-compliance of the contractor's supplies, equipment and services, or the contractor's working conditions and employment practices, with the *Occupational Safety and Health Act* and other state and federal requirements.

Proof of Qualifications

The School District will ensure compliance with the above by checking references listed in the Bids, and conducting on-site visitations, as deemed necessary by the Board.

Evaluation of Bids

Each contractor submitting a Bid should understand that the nature of the School District's operation is complex and each and every facet of the operation may not be detailed in this Bid. Contractors must document their expertise, experience, and approach based on their understanding of the School District's requirements. The Bid must be complete, clear and concise.

Per Public Act 97-951 (105 ILCS 5/10-20.21), the contract will be awarded by first considering the bidder or bidders most able to provide stability of their service, conformity with specifications, terms of delivery, quality and serviceability, and then price as the Board deems necessary and appropriate in the best interest of the Board.

The following additional factors, not listed by rank of importance, are the additional criteria by which bids will be evaluated:

- Management capabilities as shown by detailed evidence of contractor's expertise, experiences, and references. Manager/Account Supervisor's qualifications and experience.
- Business Stability/Corporate Support checked through various sources as well as the Bid. Ability to meet all applicable federal and state wage and safety requirements.
- Human Resources Management as determined by references, and by checking other sources.
- Experience and past performance providing Asphalt Maintenance and Repair Services. Work history/performance as reported by references (names, addresses and telephone numbers of principal parties).
- Personnel- Adequacy of staff in size, availability, and experience to perform the proposed work.

Bid Compliance

Full and proper completion of all required Bid forms. Supplemental relevant information submitted by the contractor is permissible, in addition to any comments from the contractor regarding information submitted as part of this bidding information. An oral presentation to the School District may be requested but not required.

SECTION 5: PRICING QUOTES

Base Bid

The Contractor's Base Bid must include pricing for Post Construction Cleaning Services as described in this Bid.

The Contractor's Base Bid shall include the cost of providing Contractor's employees, equipment and any and all supplies needed to fulfill the terms of the Contract and this IFBAC.

No increase in the Base Bid shall be allowed in the event any court or tribunal rules that the Contract or Bid does not satisfy 105 ILCS 5/10-22.34c(a)(3)(D) and/or 105 ILCS 5/10-22.34c(a)(3)(B). Contractor and School District shall each bear their own defense costs and risks with respect to any legal challenges to the Contract made by outside parties.

Moreover, the Contractor, by submitting its Bid, agrees to convene when requested, with representatives of the School District, for the purpose of evaluating the efficiency of the performance of the contract, so that further efficiencies may be uncovered and implemented into the contract. As part of this process, and by submitting their Bid, the Contractor agrees to pass along any savings to the School District.

SECTION 6: GENERAL CONTRACT TERMS

The submission of a Bid shall constitute the Contractor's written acknowledgment that it agrees to be bound by the terms and conditions contained within this Bid. This Bid shall be legally binding and will require that this Bid and the resulting Contractor Bid be included as addenda to any subsequent contract that may be entered into between the Contractor and the School District. The Contractor understands that this means that the Contractor accepts all of the specifications included within this Bid and shall satisfy the requirements and reports listed herein. Any exceptions must be explicitly noted.

Purpose

The purpose of this Bid is to establish a contractual relationship with an experienced and qualified Post Construction Cleaning Services company to provide services to the School District in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety, reliability and service. Per Public Act 97-951, the contract will be awarded by first considering the bidder or bidders most able to provide stability of their service, conformity with specifications, terms of delivery, quality and serviceability, and then price as the Board deems necessary and appropriate in the best interest of the Board.

A Contract and Term

Form of Contract

Upon approval of the Board of Education, a Contract shall be provided to the successful bidder. The Contract contains many details relative to the terms and conditions under which the Post Construction Cleaning Services shall be provided. The specifications included in the Invitation to Bid will become part of that Contract. Following selection of the successful bidder by the School District, the contract will be finalized through negotiation of the parties.

Term

The term of this One time Contract would be for a period commencing May 17th, 2022, and ending on Thursday, August 11, 2021 unless earlier terminated by the action of either or both parties in accordance with the terms of the Contract.

Contract Assignment or Sub-Contract

A contract entered into between the Contractor and the School District shall not be assigned, transferred, or sublet by the Contractor, in whole or in part, without the prior written approval of the School District.

Employees

It will be incumbent upon the Contractor to provide all staff as may be required to ensure all terms and conditions of the contract and this bid is achieved.

Supplies and Equipment

It will be incumbent upon the Contractor to provide all supplies and equipment as may be required to ensure all terms and conditions of the contract and this bid are achieved.

Legal Interpretation Provision

Definitions

Contract - Contract means the Tentative Contract attached as Exhibit Q, to which will be appended to both this Bid and the Contractor's Bid.

Facilities - Facilities means any facility and land or real estate owned or controlled by the School District that is intended to be covered by this Bid.

Bid - Bid means the Contractor's response to this Bid, submitted in accordance with the Bid.

Bidder - Bidder means any landscaping and lawn care services contractor submitting a Bid to the School District for Landscaping and Lawn Care Services by the specified due date in accordance with the Bid.

Contractor - Contractor means the Landscaping and Lawn Care Services bidder awarded a Contract to provide Landscaping and Lawn Care Services for the School District in accordance with the Bid and the successful contractor's Bid.

Severability

If any provision or provisions of this Bid and resulting contract shall be held to be invalid, illegal, or unenforceable or in conflict with the law of any pertinent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

Compliance with Federal, State and Local Law and Crete-Monee School District 201-U Board of Education Policies

The Contractor will comply with all federal, state and local laws, rules, ordinances and regulations, apply for, and obtain any required, licenses and permits. The Contractor, including its employees and agents, shall be responsible for knowing the School District Board policies and administrative regulations concerning appropriate behavior of persons in schools and its facilities, including, for example, the prohibitions against sexual harassment and smoking, and shall comply with all such policies and regulations. All Social Separation, Facemask Policies, and Guidance posted by the IDPH, CDC and Will County DPH shall be followed at all times while on School District 201-U Properties.

The School District shall use its best efforts, as reasonably requested by the Contractor, to assist the Contractor in complying with any applicable federal, state or local laws, rules and regulations.

Taxes Exemption

The School District is exempt from Federal, State, and Municipal Taxes.

ILOHSA/OSHA Compliance

Goods and services to be furnished by the Contractor and the Contractor's working conditions and employment practices shall comply with all applicable state and federal requirements, including the Occupational Safety and Health Act.

Fines for OSHA Violations

If the School District is assessed any fines for OSHA violations arising out of these contracted services and attributable to the Contractor, the Contractor will reimburse the School District for these fines by commensurately reducing the charges on the monthly invoice.

Nondiscrimination in Employment

The Contractor shall comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order 11246 and Executive Order 11375, and all subsequent amendments thereto and superseding orders.

Contractor's policy shall be to recruit and select applicants for employment solely based on their qualifications. The Contractor's decision to employ shall be based, first, on whether any positions are available, and, second, on which applicant best meets the requirements of the open position.

SECTION 7: INSURANCE AND BOND REQUIREMENTS

The Contractor shall be required to maintain the following insurance:

General Liability:

- $1,000,000 each occurrence- including Bodily Injury, Property Damage, Blanket Contractual Liability
- $1,000,000 Damage to Rented
- $5,000 Medical Expenses (any one person)
- $1,000,000 Personal Injury & Advertising Injury
- $1,000,000 Fire Damage Legal Liability
- $1,000,000 General Aggregate Limit
- $1,000,000 Products/completed Operations Limit

Coverage to be written on an occurrence form, and to include a "per job" aggregate endorsement

Automobile Liability:

- $1,000,000 Combined Single Limit- Bodily Injury/Property Damage
- $5,000 Medical Payments
- $1,000,000 Uninsured Motorist/Underinsured Motorist

Worker's Compensation:

- $1,00,000- Employer's Liability- Each Incident
- $1,00,000- Employer's Liability- Disease – Policy Limit
- $1,00,000- Employer's Liability- Disease – Each Employee

Umbrella/Excess Liability:

- $5,000,000- Each Occurrence
- $5,000,000- Aggregate

A *Certificate of Insurance* evidencing such policies shall be provided to the School District within 30 days of awarding the Contract, but no later than the beginning of the Contract. The *Certificate of Insurance* must state the name of the insurance company, policy number and date of policy expirations for the previously mentioned types and limits of insurance. Said certificate of insurance shall, also, include the following additional provisions:

- Crete-Monee School District 201-U shall be named as an "additional insured." "The vendor's insurance shall be primary and the certificate holder's insurance shall be noncontributory."
- The vendor's policies shall be endorsed to include "waiver of subrogation" in favor of the District.
- The vendor's insurance policies shall contain a covenant by the issuing company that the policies shall not be cancelled unless a thirty (30) day prior written notice of cancellation is given to the District. The cancellation provisions of the certificate of insurance shall be amended to include "notice will be mailed." Any wording like "endeavor to" shall be removed.
- The insurance provisions shall remain open for review and may be changed at any time by the School District.

- **BID/PERFORMANCE GUARANTEE**
  - **Bid Bond**
    - A Bid Bond in the form of a certified check, bank draft, cashier's check or certified bond, payable to Crete-Monee School District 201-U, in the amount of 10% of the total bid shall be attached to the bid as a guarantee the bidder will enter into a contract with Crete-Monee CUSD 201-U. The Bid Bond must be included with bid submittal.
  - **Performance Bond:**
    - Bid Bonds will not be accepted as the Performance Bond. A Performance Bond in the form of a certified check, bank draft, cashier's check or certified bond, payable to the Crete-Monee School District 201-U, in the amount of 10% of the total bid is required. Failure on the part of the contractor to complete the work within the specified time or to do the work as specified herein will be considered just cause to forfeit the performance guarantee.

SECTION 8: OBLIGATIONS OF CRETE-MONEE SCHOOL DISTRICT 201-U

The School District is responsible for and shall provide the following:

1. Available Dates by location. (Weather permitting)
2. Other items mutually agreed to by the School District and Contractor

Crete-Monee School District 201-U's Obligations in the Event of Non-Appropriation of Funds

Subject to the State of Illinois maintaining the School District's current level of funding, and current enrollment projections, the School District represents that:

1. It has adequate funds to meet its obligations under any Contract awarded as a result of this Bid during the current fiscal year;
2. It intends to maintain any contract awarded as a result of this Bid for the full period set forth herein; and
3. It has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during the said contract term.

However, in the event that adequate funds are not available to the School District at any time during such contract period(s) to continue funding for any contract awarded as a result of this Bid, the School District's obligations under the contract(s) will terminate as of the date that the funding is determined to be unavailable. In such circumstance, the School District will have no further obligation to the awarded Contractor, except for payment for all services rendered and supplies purchased and consumed in implementation of the contract for the School District, through the date of termination provided however, that if such funding is restored following such termination pursuant to this section, the Contractor shall have the right of first refusal to commence Landscaping and Lawn Care Services under this contract if restored within twelve months of termination.

SECTION 9: RIGHTS OF CRETE-MONEE SCHOOL DISTRICT 201-U

Crete-Monee School District 201-U Designee

The School District designee referred to throughout this Bid is Kenneth E. Surma, Assistant Superintendent of Business/CSBO or designee. The School District Superintendent is authorized to modify this designation.

Discipline of Contractor's Employees

The Contractor shall report to the School District any incidents of misconduct engaged in by its employees who are working under the Contract, and any corrective action taken. Every employee shall at all times adhere to the School District's established policies and administrative regulations concerning appropriate behavior of persons in schools and School District facilities.

Authority to Approve, to Reject and to Require Removal of Contractor's Employees from Crete-Monee School District 201-U's Service

The School District reserves the right to approve or reject for the School District service under this Contract any of Contractor's employees, including employees of subcontractors who may be providing Landscaping and Lawn Care Services at any time during the term of this Contract.

Further, at the request of the School District, the Contractor shall immediately remove from service to the School District, any and all employees, whether permanent, substitute or temporary, including all supervisory personnel.

Liquidated Damages

To recover losses, it suffers (which may be immeasurable) and to discourage poor performance, the School District may assess liquidated damages against the Contractor in certain instances. These damages accrue in addition to the School District expectation that it will not pay for any service that has not been provided. The damages will be assessed against the Contractor regardless of whether the actual failure to perform was caused by the Contractor or by its subcontractors.

1. The Contractor agrees that the highest standards of delivery service are expected to be provided to the School District at all times during the term of this Contract.
2. The School District reserves the right to withhold certain payments in part or in whole based on the Contractor's performance under the terms of this agreement. By accepting this Contract, the Contractor agrees that in the event of the specific service violations listed herein, that the sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor provided that the Contractor has been notified within 72 hours after the district knows of the violation being reported to the District.

Such notification may be via Facsimile, certified US mail or via electronic mail (email).

UNITY

STARTS

WITH

"U"

Mr. Ken Surma
Assistant Superintendent
of Business/CSBO

CRETE-MONEE
SCHOOL DISTRICT 201-U

Administration Center
1500 Sangamon St.
Crete, Illinois 60417
708-367-8320 PH
708-672-2698 FX

www.cm201u.org

Exhibit A: Properties Owned and Operated by the School District

Crete-Monee School District 201-U Administrative Center
1500 Sangamon Street
Crete, IL 60417
708-367-8300

Crete-Monee School District 201-U Maintenance Center
295 W. Burville Rd.
Crete, IL 60417
708-367-8210

Balmoral Elementary School
1124 New Monee Road
Crete, IL 60417
708-367-2500

Crete Elementary School
435 North Street
Crete, IL 60417
708-367-8430

Monee Elementary School
25425 Will Center Road
Monee, IL 60449
708-367-2600

Talala Elementary School
430 Talala Street
Park Forests, IL 60466
708-367-2560

Coretta Scott King Magnet School
1009 Blackhawk Drive
University Park, IL 60484
708-367-4700

Crete-Monee Middle School
635 Olmstead Road
University Park, IL 60484
708-367-2400

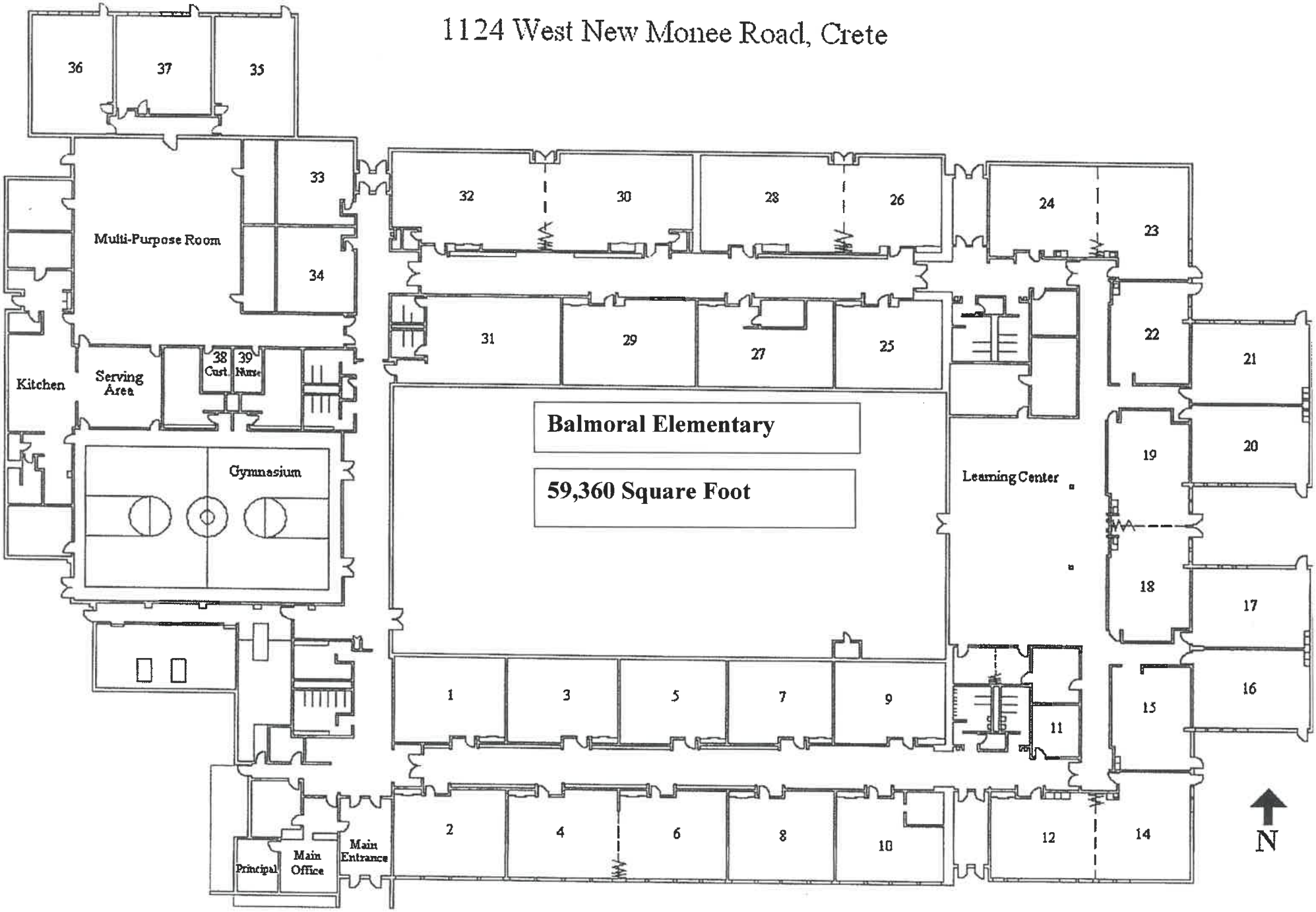
Crete-Monee High School
1515 West Exchange Street
Crete, IL 60417
708-367-8200

Monee Education Center
5154 Main Street
Monee, IL 60449
708-367-2660

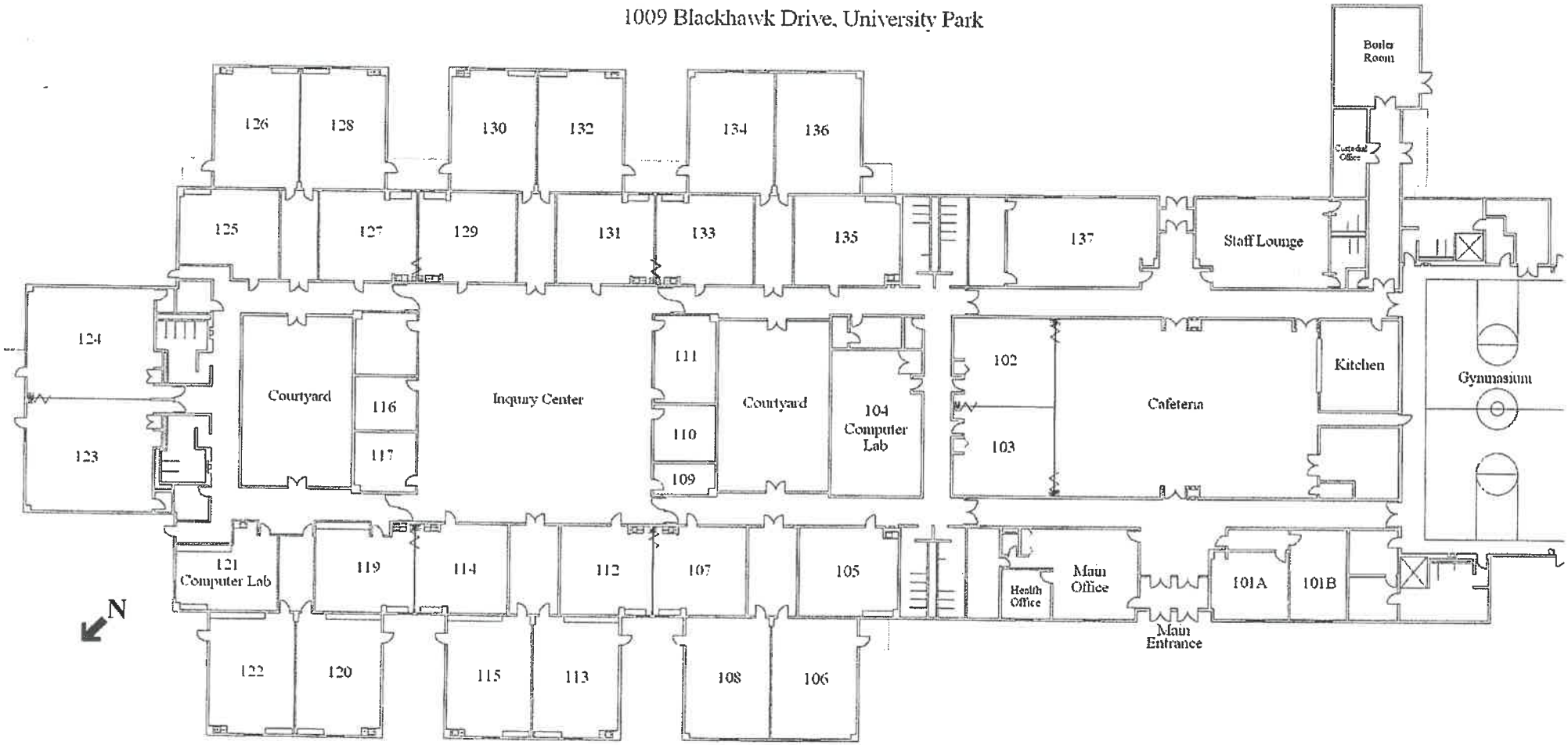
Early Learning Center
1500 Sangamon Street
Crete, IL 60417
708-367-2770

Vacant
760 West Exchange Street
Crete, IL 60417
708-367-8210

1124 West New Monee Road, Crete



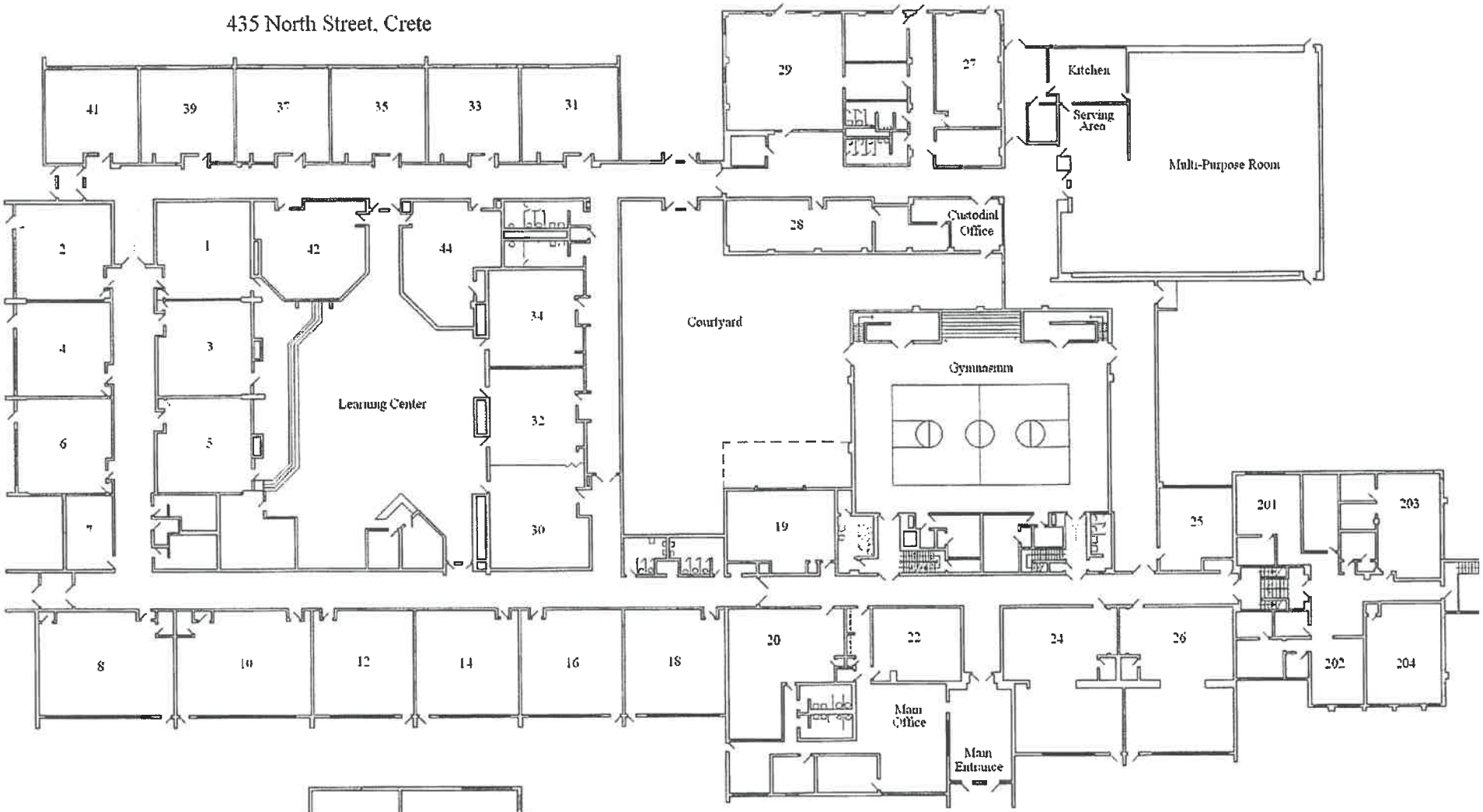
1009 Blackhawk Drive, University Park



62,400 Sq. Ft

Coretta Scott King

435 North Street, Crete

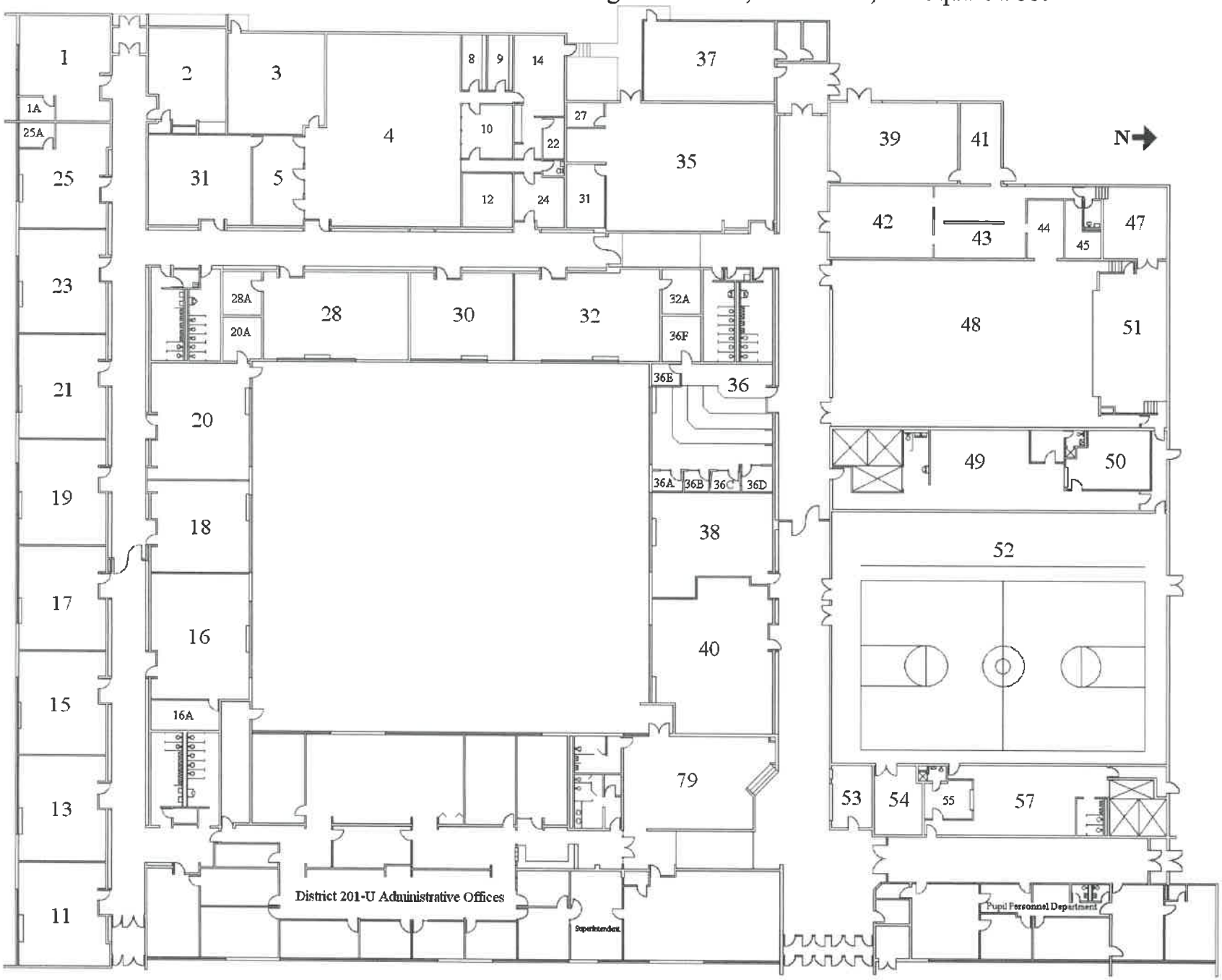


Crete Elementary

78,100 Sq. Ft

Subtract 4000 sq ft for East Wing

1500 Sangamon Street, Crete 77,705 Square Foot



430 Talala Street, Park Forest

51,265 Sq. Feet

CRETE-MONEE SCHOOL DISTRICT 201-U
2022-2023 CALENDAR - GRADES K-12

BOE APPROVAL: MARCH 22, 2022

18 New Hire Orientation
19 New Hire Orientation
22 Professional Development Day
23 Institute Day
24 Institute Day
25 GRADES K-9 ONLY
FIRST DAY OF SCHOOL
29 GRADES 10-12
FIRST DAY OF SCHOOL

AUGUST 2022

S	M	T	W	Th	F	S
	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			

5 Labor Day
16 Early Dismissal SID K-12
30 Early Dismissal SID K-12

SEPTEMBER 2022

S	M	T	W	Th	F	S
				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	

10 Indigenous Peoples' Day
11 CMHS Fall Testing GRADE 9
Early Dismissal - GRADE 9
No School - GRADES 10, 11, 12
12 CMHS Fall Testing GRADES 10/11
Early Dismissal - Grades 10/11
No School - GRADES 9 and 12
21 End of Quarter 1
Early Dismissal K-8 SI/9-12 RD
31 Early Dismissal K-12 SID

OCTOBER 2022

S	M	T	W	Th	F	S
						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					

8 Election Day
11 Veterans Day
16 End of Trimester 1
Early Dismissal K-8 RD/9-12 SI
21 PTC No School
10:30 am to 8:30 pm
22 PTC No School
8:30 am to 12:00 pm
23-25 Thanksgiving Break
28 School Resumes

NOVEMBER 2022

S	M	T	W	Th	F	S
		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			

5 Early Dismissal K-12 SID
21 CMHS Finals Grades 9/10/11/12
Early Dismissal CMHS Only
22 End of Quarter 2
CMHS Finals Grades 9/10/11/12
Early Dismissal K-8 SI/9-12 RD
23 Winter Break Begins

DECEMBER 2022

S	M	T	W	Th	F	S
				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

9 School Resumes
16 Martin Luther King Jr. Day
27 Early Dismissal K-12 SID

JANUARY 2023

S	M	T	W	Th	F	S
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 2023

S	M	T	W	Th	F	S
			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				

6 Early Dismissal K-12 SID
8 100th Day of School
17 Early Dismissal K-12 SID
20 Presidents' Day

MARCH 2023

S	M	T	W	Th	F	S
			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	

3 End of Trimester 2
Early Dismissal K-8 RD/9-12 SI
6 Pulaski Day
17 End of Quarter 3
Early Dismissal K-8 SI/9-12 RD
23 PTC 5:00 pm to 8:00 pm
24 No School
27 Spring Break

APRIL 2023

S	M	T	W	Th	F	S
						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
23						

7 District Holiday
12 CMHS SAT Test GRADE 11
Early Dismissal - GRADE 11
No School - GRADES 9, 10, 12
13 CMHS Testing GRADE 9/10
Early Dismissal - GRADE 9/10
No School – GRADES 11 and 12
14 Early Dismissal K-12 SID
24 Early Dismissal K-12 SID

MAY 2023

S	M	T	W	Th	F	S
	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			

15 Early Dismissal K-12 SID
25 CMHS Graduation
26 Early Dismissal K-12
All Staff and Students
29 Memorial Day

JUNE 2023

S	M	T	W	Th	F	S
				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	

1 CMMS Graduation
8 Early Dismissal K-12 SID
9 End of Quarter 4
End of Trimester 3
Tentative Last Day of School
Early Dismissal K-12 RD

Emergency Days June 12-18
Any days canceled due to weather or other emergencies may be made up at the end of the year. Please plan for the possibility of the school year extending beyond June 9.

BLUE	Regular School Day
RED	No School District-Wide
GREEN	Early Dismissal Day Records (RD) or School Improvement (SID)
PURPLE	Parent Teacher Conferences
PINK	Dates for CMHS Only
ORANGE	Emergency Days
GRAY	New Hire Orientation
YELLOW	PD Day

	Days Present	PTC	Institute Days
Q1 40 Q2 37 SEM 1 TRI 1	77 56	2	2
Q3 47 TRI 2	59	-	-
Q4 52 SEM 2 TRI 3	99 61	-	-
TOTAL	176	2	2
5 Emergency Days			185 DAYS TOTAL

BUILDING HOURS			
SCHOOL	START	DISMISSAL	EARLY DISMISSAL
CMHS	7:25 AM	2:00 PM	10:50 AM
CMMS	8:10 AM	2:40 PM	11:30 AM
GRADES K-5	9:00 AM	3:35 PM	12:15 PM

CM201U.ORG

* Early Learning Center	708.367.2770	Talala Elementary	708.367.2560
Balmoral Elementary	708.367.2500	CM Middle School	708.367.2400
Coretta Scott King	708.367.4700	CM High School	708.367.8200
Crete Elementary	708.367.8430	District Office	708.367.8300
Monee Elementary	708.367.2600		

* ELC Pre-K specific calendar located on ELC's homepage of the district website.

Section # 1 Classrooms Cleaning					
Service	**Proposed Cleaning Cost per Building**				
CLASSROOM Cleaning scope and Options	Estimated Cost ELC	Estimated Cost Talala	Estimated Cost Balmoral	Estimated Cost Coretta Scott King	Estimated Cost Crete Elementary
Basic Classroom Cleaning					
Light fixtures and Lenses					
Blinds					
All Horizontal surfaces including desk tops and seats.					
Chalk/Marker Boards					
Student Desk bottoms and cubbies					
Clean all touch points					
Clean all **interior** classroom windows including corridor areas.(Option)					
Alternate 1: Clean all exterior classroom windows Not including corridor areas. (Option)					
Alternate 2: Final Disinfection - Step 2 Wipe, fog or spray entire room and contents from 8' down.					
Section # 2 Floors Including Furniture relocation for process(s)					
Service	**Proposed Floor Service Cost per Building**				
Price per building for Floor Service by type - No Gyms	Estimated Cost ELC	Estimated Cost Talala	Estimated Cost Balmoral	Estimated Cost Coretta Scott King	Estimated Cost Crete Elementary
Hard Floors					
Strip, seal and Wax					
Scrub & Recoat					
Mop - (Maintenance Free Floors)					
Carpet					
Vacuum					
Extract (Hot Water)					
Extract (Chemical)					
Labor	**Labor Availability**				
Crew Availability Mid July					
Number of crew members available					

Attachment to APPENDIX # 1

Bidding Contractor:

Please submit a summary of your cleaning process(s) along with Appendix # 1

Bid-Rigging Certification

_____, a duly
(Agent)

authorized agent of _____,
(Contractor)

do hereby certify that neither _____,
(Contractor)

nor any individual presently affiliated with _____
(Contractor)

_____, has been barred from bidding on a public contract as a result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating) of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

_____
Authorized Agent

_____
Contractor

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify on behalf of the bidder 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 bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
3) Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
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 bidder, whether or not affiliated with the bidder, who;
   - has been requested to submit a bid in response to this invitation for bids;
   - could potentially submit a bid in response to this invitation for bids, based on their qualifications, abilities or experience;
5) The bidder discloses that [check one of the following, as applicable]:
   ___(a) the bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   ___(b) the bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this invitation for bids, and the supplier/bidder 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 bidder with any competitor regarding:
   - prices;
   - methods, factors or formulas used to calculate prices;
   - the intention or decision to submit, or not to submit, a bid; or
   - 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 bidder 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;
8) The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the 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.

_____

Signature of Authorized Agent Date

_____

Printed Name

_____

Title

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, 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.

Organization Name	*PR/Award Number or Project Name*
Name of Authorized Representative	*Title*
Original *Signature of Authorized Representative*	*Date*

Instructions for Certification

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 Excluded Parties List System" at http://epls.arnet.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.

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

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, 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.

Organization Name	*PR/Award Number or Project Name*
Name of Authorized Representative	*Title*
Original *Signature of Authorized Representative*	*Date*

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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)

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.

ATTACHMENT 9C

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

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

UNITY

STARTS

WITH

"U"

Mr. Ken Surma
Assistant Superintendent
of Business/CSBO

CRETE-MONEE
SCHOOL DISTRICT 201-U

Administration Center
1500 Sangamon St.
Crete, Illinois 60417
708-367-8320 PH
708-672-2698 FX

www.cm201u.org

PREVAILING WAGES STATEMENT CERTIFICATION

I, _____, as a part of my proposal on a contract for providing Services at Crete-Monee School District 201-U, hereby certify that:

It shall be mandatory upon the contractor(s) to whom the contract is awarded and upon any subcontractor thereof to pay all laborers, workers, and mechanics employed by them not less than an up-to-date and current general prevailing rate of wages in the locality for each craft or type of workman or mechanic needed to perform such work and the current general prevailing rate for legal holidays and overtime pursuant to Illinois Department of Labor and pursuant to Illinois Law and Statutes in such cases made and provided. The Illinois Department of Labor will provide each County Clerk with the most recently revised prevailing wage rates determined by the Illinois Department of Labor on the first day of each month.

By: _____
Print Name of Company Agent

_____
Title

_____
Signature of Proposer

Subscribed and sworn to before me this _____ day of _____, 20__

UNITY
EDUCATING
STARTS
GENERATIONS
WITH
OF
"U"
WORLD-CLASS
LEARNERS

Mr. Ken Surma
Assistant Superintendent
of Business/CSBO

CRETE-MONEE
SCHOOL DISTRICT 201-U

Administration Center
1500 Sangamon St.
Crete, Illinois 60417
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708-672-2698 FX

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Additional Contractor Certifications

Sexual Harassment

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board's sexual harassment policy.

Print Name

Signature

Date

Contractor

No Smoking/Tobacco

The undersigned Contractor agrees that he/she/it and his/her/its employees and subcontractors will abide by the Board's no smoking/tobacco policy on all District sites.

Print Name

Signature

Date

Contractor

Drug Free Workplace

The undersigned Contractor, having twenty-five (25) employees or more, 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 the performance of work under the contract by complying with the requirements of the Illinois *Drug Free Workplace Act* and further certifies that he/she/it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois *Drug Free Workplace Act*.

Print Name

Signature

Date

Contractor

Appendix 3

References

Please list at least four (4) references. School Districts are preferred

School District | Address

Contact | Contact's Title

Phone Number | Email Address

School District | Address

Contact | Contact's Title

Phone Number | Email Address

School District | Address

Contact | Contact's Title

Phone Number | Email Address

School District | Address

Contact | Contact's Title

Phone Number | Email Address

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Appendix 4: Contractor Background Questionnaire and Information

This information must be completed in its entirety from every bidder responding to this *Invitation for Bids*

Contract Name: _____

Address: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Fax Number: _____

Is your company wholly-owned? If not, identify parent company: _____

Gross sales from last fiscal year: _____

Total number of Landscaping/Lawn Care contracts in Cook, Will, Kendall and Grundy counties: _____

Where is your company headquarters located: _____

Is your company an equal opportunity employer? _____

How many total employees does your company have? _____

Company annual revenue for fiscal year 2014: _____

Company annual revenue for fiscal year 2015: _____

Company annual revenue for fiscal year 2016: _____

UNITY

STARTS

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"U"

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Will you serve as the primary Contractor and take responsibility for coordinating the efforts of any/all third parties?

If the Contractor is proposing to use a subcontractor on this project, please provide background information on the subcontractor, contractor relationship with that firm and the specific services that the subcontractor will be providing on the project. A complete list of subcontractors is required. The District has the right to approve all subcontractors of the Contractor at any time.

Please provide descriptions of the services proposed, including staffing descriptions and key assumptions.

Please indicate what training is provided to your staff.

Type:

Annual hours:

Please suggest any areas in which you foresee potential cost savings to the School District and identify what those savings would be.

Print Name

Signature

Date

Contractor

EXPLANATION OF SCHEDULES

Required Schedules

- **Schedule 1: Written Statement of Current Contracts**

- **Schedule 2: Insurance Certificate**

  Contractors must provide evidence of liability insurance in scope and amount equivalent to the liability insurance provided by the Board pursuant to Section 10-22.3 of the *Illinois School Code* (105 ILCS 5/10-22.3) as required by Section 10-22.34c(a)(3)(A) of the *School Code* (105 ILCS 5/10-22.34c(a)(3)(A).

  Contractor shall provide an Insurance Certificate providing evidence of ability to obtain adequate insurance coverage to protect the interest of both the Contractor and the School District. Contractors must provide evidence of insurance in the amount of Two Million ($2,000,000.00) Dollars.

- **Schedule 3: Supplemental Documentation**

  Contractors shall provide any Supplemental Documentation to describe any other resources to be provided by their company, not listed above, which are in furtherance of the provision of Hardwood Maintenance and rehabilitation Services.

- **Schedule 4: Litigation/Regulatory Proceedings List**

  Contractors will provide a Litigation/Regulatory Proceedings List, including all litigation or regulatory proceedings the company has been involved in within the last five (5) years as it pertains to (i) school districts for which the bidder has been a party to similar contracts, (ii) supplies, equipment or services of the type which are the subject of the proposed contract, or (iii) non-compliance of the contractor's supplies, equipment and services, or the contractor's working conditions and employment practices, with the *Occupational Safety and Health Act* and other state and federal requirements.