



**ROCKFORD BOARD OF EDUCATION  
REQUEST FOR PROPOSALS ON SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES FOR  
ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

RFP No. **21-17 Custodial Services**

DATE: **Thursday, January 21, 2021**

PROPOSALS WILL BE RECEIVED UNTIL: **THURSDAY, MARCH 4, 2021 AT 2:00 P.M. (CDST or CST)**

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**RE: Request for Proposals No. 21-17 Custodial Services.** The purpose of this Request for Proposal is to solicit proposals for custodial services, District-wide.

RFP Opening: **Thursday, March 4, 2021 at 2:00 PM (CST) Rockford Board of Education, 6<sup>th</sup> floor Conference Room, 501 Seventh St., Rockford, IL 61104.** The date and time as stated is also the time of the public opening. All vendors are welcome to attend the IFB opening.

**If you plan to hand deliver your RFP submission on the due date, please note you must check in on the 2nd floor prior to coming to the 6th floor. Please allow time for this as late submission will not be accepted.**

Copies of the RFP documents are available from Onvia DemandStar or by download from the District's Purchasing Bids-RFPs webpage at <http://www3.rps205.com/departments/Purchasing/Pages/Bids-RFPs.aspx>.

**A MANDATORY PRE-BID MEETING WILL BE CONDUCTED ON THURSDAY, FEBRUARY 4, 2021 AT 12:00 P.M. (CDST), AT THE ADMINISTRATION BUILDING, 501 7<sup>TH</sup> ST, ROCKFORD, IL 61104. MEET IN THE 3<sup>RD</sup> FLOOR BOARD ROOM.**

**PRE-BID TOUR WILL CONTINUE TO EAST HIGH SCHOOL, LINCOLN MIDDLE SCHOOL, WESTVIEW ELEMENTARY SCHOOL AND SUMMERDALE EARLY CHILDHOOD CENTER.**

Refer all questions relative to the RFP, terms, conditions and specifications to the Director of Purchasing in writing (including via email at [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com)) verbal inquiries will not be accepted. During the time the bid is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff other than the Director of Purchasing. Inquiries which result in a change to the RFP will be included in an Addendum issued by the District.

**Communication with District representatives in a manner other than identified herein may result in disqualification.**

ROCKFORD BOARD OF EDUCATION

By: Dane Youngblood

Director of Purchasing

**ROCKFORD BOARD OF EDUCATION  
REQUEST FOR PROPOSALS ON SUPPLIES, MATERIALS, EQUIPMENT OR  
SERVICES FOR ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205  
ROCKFORD, ILLINOIS**

RFP No. **20-17 Custodial Services**

Date: **January 21, 2021**

PROPOSALS WILL BE RECEIVED UNTIL: **2:00 PM (CDST) on Thursday, March 4, 2021**

FOR SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES SPECIFIED HEREIN. THE DATE AND THE TIME AS STATED IS ALSO THE TIME OF THE PUBLIC OPENING OF PROPOSALS. IF YOU DESIRE TO SUBMIT A PROPOSAL, PLEASE DO SO ON THE FORMS PROVIDED AND RETURN TO THIS OFFICE.

Addressed to: BOARD OF EDUCATION  
School District No. 205  
501 Seventh Street, 6<sup>th</sup> Fl.  
Rockford, Illinois 61104

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL PROPOSALS**

The Board of Education (hereinafter occasionally referred to as Board or District as the context may require) reserves the right to reject any or all Proposals submitted. One copy of this RFP is enclosed for your convenience.

a.) Please return a copy of the required forms AND an electronic PDF version of your Proposal (including all required forms) on a CD or flash drive in a SEALED envelope with the RFP number, subject and your firm's name and address clearly indicated on the envelope. NOTE: FAXED and LATE Proposals are not acceptable and will be rejected as non-responsive. **Use of the included RFP Label is recommended.**

b.) Proposals to be addressed as follows: **Rockford Public School District Purchasing Department  
501 Seventh St., 6<sup>th</sup> Floor  
Rockford, IL 61104  
Attn: Purchasing Department**

"RFP" refers to this advertised Request for Proposal. Persons and entities responding to this RFP with a Proposal are referred to as "Respondent". Submissions in response to this RFP are referred to as "Proposal". Once an RFP is awarded and a contract formed in writing or otherwise, the Respondent is referred to as the Contractor. The Board of Education reserves the right to return any merchandise for full price credit or replacement at the District's discretion that does not comply with the conditions and specifications required by the RFP and any resulting contract. The Board of Education reserves the right to increase or decrease quantities shown on the RFP.

The Board of Education reserves the right to cancel purchase orders if the delivery or completion is not performed in accordance with the RFP documents, any resulting contract and the date stated on the purchase order.

The Board of Education reserves the right to have any product analyzed at a laboratory to ascertain compliance with specifications. Expense of such testing shall be by the Board of Education unless such tests prove noncompliance with specifications at which time the expense shall be the responsibility of the Contractor.

Proposals may be awarded to the Respondent which submits a Proposal complying with these conditions and specifications and best meets the requirements of the District. All rights are reserved by the Board of Education to select the Proposal that in its judgment is in the best interest of the District and meets the needs or purposes intended. Such decisions shall be final and not subject to recourse.

The Respondent's signature on the following page of this Form will be construed as acceptance of and willingness to comply with all provisions of the Acts of the General Assembly of the State of Illinois including, without limitation, laws rules and regulations relating to wages of laborers, and discrimination and intimidation of employees. The proposal and the resulting Contract are specifically subject to the Equal Employment Opportunity requirements of the Illinois Human Rights Act, Federal statutes and the policies and procedures of the District. Respondent agrees to comply in all respects with Federal, State, and local laws, ordinances and regulations pertaining to the Proposal and to the performance of the Contract in the event the Respondent is awarded the RFP. Provisions of applicable statutes enacted by governmental bodies having jurisdiction are hereby incorporated by reference as though fully set forth herein and became a part of this RFP and specifications.

Various statutes of the state of Illinois prohibit interest of School Board members in contracts and others prohibit interest of employees in contracts of the District as do District policies. Respondent by submitting a Proposal agrees to refrain from entering into any contract with the District where a Board member or employee of the District has a prohibited interest.

Complete, sign and return the following forms: General Conditions and Instructions for all Proposals, Proposal Form, Bid-Rigging Certification, Minority and Women-Owned Business Concern Representation, Certificate Regarding Debarment, Suspension, Ineligibility and Exclusion, Certificate Regarding Lobbying, OFAC Compliance, Vendor Conflict of Interest Disclosure Form, and any other required submittals and certifications.

No Proposals may be withdrawn after the official opening. All proposals submitted must be valid for a minimum period of sixty (60) days after the date set for the public opening. Please check the Terms and Conditions for any variation of this requirement.

**All prices are F.O.B., Rockford, Illinois**, which is further defined as meaning the price submitted in the Proposal or the Proposal Form is the total price to the District, including all freight and delivery charges. Under no circumstances may prepaid charges be added to the invoice.

A substitute item will be considered only if it is an item of regular manufacture as evidenced by literature, catalogs, etc. and not a pro-type or first article test item. Substitute or "as equal" items may be submitted with all supporting documents in advance of the RFP due date for review and approval or rejection by the District. Such items are to be submitted to the Director of Purchasing for review. Permitted substitutions must be identified in the Proposal.

The successful Respondent must submit a separate invoice for each purchase order. The information on that invoice shall cover **ONLY** that one purchase order.

On the attached list, please type on the RFP documents the information that is requested. If there is insufficient room for your information, please present data on a separate sheet (one item to a sheet).

Any interested party, including all Respondents, may examine the RFP summary after Proposals have been opened and awarded by the Board of Education. An RFP summary will be available at the Board of Education Administration Building, Purchasing Department, 8:00 A.M., to 4:30 P.M., Monday through Friday. RFP recaps may also be reviewed by visiting [www.DemandStar.Com](http://www.DemandStar.Com).

Vendor's signature on the Proposal Form must be an actual signature. A stamped, facsimile, or typed signature may disqualify the Proposal. Include in the Proposal all your terms and conditions; terms and conditions set forth in the RFP are generally required of all District contracts and are accepted by Respondent unless specifically identified as exceptions in the Proposal.

Please address all questions relative to any Proposal in writing to the Purchasing Department, Director of Purchasing, Board of Education, 501 Seventh Street, Rockford, Illinois 61104 (via email to [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com)). All request for information must be submitted at least five business days (Monday – Friday) prior to the RFP due date and time. Responses to questions will be reviewed by the Purchasing Department and if a response or clarification to the RFP is issued it will be issued via addendum to the RFP and published on the District website and, if applicable, Demand Star. Any request for information submitted after the deadline will not receive a response. **Under no circumstances may any bidder or its representative(s) contact any employee or representative of the Rockford Public Schools regarding this RFP prior to the closing date, other than in writing to the Purchasing staff provided above. Any violation of this condition may result in a Respondent being considered non-compliant and ineligible for award.**

**THIS SECTION BELOW MUST BE COMPLETED IN FULL AND  
SIGNED, FAILURE TO COMPLY MAY RESULT IN  
DISQUALIFICATION OF BID.**

The undersigned hereby certifies that he/she has read and understands the contents of this solicitation and agrees to furnish at the prices shown any or all of the items and/or services, subject to all Instructions, Terms and Conditions, Specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

**GENERAL CONDITIONS AND INSTRUCTIONS FOR ALL RFP FORMS:**

Address

Name of Firm

City & State

Zip

Signature of Authorized Representative

Area Code

Telephone Number

Federal Employer Identification Or Social Security Number

**ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205**

**SEALED RFP PROPOSAL**

**RFP NO.: 21-17**  
**OPENING DATE: THURSDAY, MARCH 4, 2021**  
**OPENING TIME: 2:00 PM (CDST or CST)**  
**DESCRIPTION: Custodial Services**  
**ATTN: PURCHASING DEPT.**

**DATED MATERIAL-DELIVER IMMEDIATELY**

**PLEASE CUT OUT AND AFFIX THIS LABEL TO  
THE OUTERMOST ENVELOPE OF YOUR  
PROPOSAL TO HELP ENSURE PROPER  
DELIVERY!**

**LATE PROPOSALS CANNOT AND WILL NOT BE  
ACCEPTED!**

# **ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205**

## **GENERAL TERMS AND CONDITIONS**

“District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.

“IFB” means an Invitation for Bid issued by the District at any time or times, identified by a unique bid number.

“Bidder” means a person or entity submitting a bid to the District in response to an IFB; including successful Bidders who may also be referred to as “Contractor”.

**1. BID OPENING.** Sealed bids will be received at the District Purchasing Department until the date and time specified at which time they shall be opened in public. No other bids will be considered after this date and time unless it is evidenced and determined that the bid was in the District’s possession prior to the scheduled bid opening time and date. Late bids shall be rejected and shall remain unopened. The District does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids. All bids delivered in person shall be deposited with the District Purchasing Department, 6th Floor, 501 Seventh Street, Rockford, IL, 61104.

**2. BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of the bids. Bids shall be filled out legibly in ink or typewritten with all erasures, strikeovers and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, a valid email address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature. **A checklist of required forms is included in the IFB and its use by the Bidder is recommended.**

**3. BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the District Purchasing Department. The name and address of the Bidder and the bid number must be shown on the envelope. **Use of the Bid Label included in the IFB is recommended.**

**4. ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the Bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern and bind Bidder.

**5. RESERVED RIGHTS.** The District reserves the right at any time and for any reason to cancel an IFB, accept or reject any or all bids or any portion thereof, or to accept an alternate offer which meets all terms and conditions of the IFB. The District reserves the right to waive any minor informality or defect in any IFB and bid. Unless otherwise specified, the District will award a bid or reject bids within 90 days of the date of bid opening. The District may seek clarification from any Bidder at any time and failure to respond promptly is cause for rejection.

**6. INCURRED COSTS.** The District will not be liable for any costs incurred by Bidders in responding to an IFB.

**7. AWARD.** The District will evaluate bids and will award a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation and specifications will be most advantageous to the District. Determination of the lowest responsible bidder conforming to the solicitation shall not be restricted to the price quotation alone, but will include such other factors (where applicable) as (a) adherence to all conditions and requirements of the technical specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; (g) repurchase or residual value; and (h) other such related items. The District is interested in obtaining the best overall value and reserves the right to make a selection based on its judgment of the bid that is best suited for the purpose intended. The District may (1) reject any or all bids, (2) accept other than the lowest bidder, and (3) waive informalities or minor irregularities in bids received. The District may accept any item or group of items of an offer, unless the bidder qualifies the bid by specific limitations. The District reserves the right to determine the lowest responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the District. A written

# **ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205**

## **GENERAL TERMS AND CONDITIONS**

award or acceptance of a bid mailed or otherwise furnished to the successful Bidder within the time for acceptance specified in the bid shall result in a binding contract without further action by either party provided, the District at its discretion may elect to require a formal written contract in which event the binding contract is not formed until the written contract is signed.

**8. PRICING.** The price quoted for each item is the full purchase price, **including delivery to destination**, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

If at any time after a contract is awarded, the successful Bidder(s) makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to successful Bidder's customers generally, or (2) in the successful Bidder's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The successful Bidder shall invoice the District at such reduced prices indicating on the invoice that the reduction is pursuant to the "price reduction" provision of this contract. The successful Bidder, in addition, shall within ten (10) days of any general price reduction, notify the Executive Director of Budget and Purchasing of such reduction by letter. Failure to do so may result in termination of the contract.

Option year pricing, if any, may include price increases as stated in the bid specifications.

**9. DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts.

**10. SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Substitute or "as equal" products may be submitted to the Purchasing Department not less than 5 days prior to the opening date of the IFB along with all supporting documentation. If the substitute or "as equal" product is accepted, the District will issue an Addendum approving the product. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Bidder by submission of a bid is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The District reserves the right to determine whether a substitute is equivalent to and meets the standard of quality and salient characteristics indicated by the referenced brand name and number.

**11. SAMPLES.** Samples of items, when called for, must be furnished free of expense. Individual samples must be labeled with the Bidder's name, IFB number, item reference, manufacturer's brand name and number. If samples are requested, they must be sent under separate cover and not included with bid. The District will not be responsible for any bid enclosed with sample boxes.

**12. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the Rockford Public School District of any ambiguity, inconsistency or error which they may discover upon examination of the IFB documents. Interpretations, corrections and changes to the IFB may only be made by the issuance of an addendum by the District. Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the offer.

**13. INDEMNIFICATION.** The Bidder agrees to indemnify and hold harmless the Board of Education of and Rockford School District No. 205, Winnebago and Boone Counties, Illinois according to the terms and conditions

# **ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205**

## **GENERAL TERMS AND CONDITIONS**

of the Hold Harmless Agreement included in the IFB and signed by Bidder.

**14. DEFAULT.** If delivery of acceptable items or rendering of services is not completed by the time promised, the District reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract

by notice effective when received by Bidder, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred. The District shall be entitled to recover its attorney fees and expenses in any successful action by the District to enforce this contract.

**15. INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the District's destination. The District reserves the right to reject and refuse acceptance of items which are not in accordance with the IFB, instructions, specifications, drawings or data or Bidder's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Bidder promptly after rejection and if not removed within 10-calendar days after notice, such shall be returned via collect shipping.

**16. WARRANTY.** Bidder warrants that all goods and services furnished hereunder will conform in all respects to the terms of this proposal, including any drawings, specification or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design to the best of the Bidder's knowledge. In addition, Bidder warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. Bidder further warrants, if installation of product or materials is included in the bid, that installation shall comply with manufacturer's instructions, or if none, in accordance with industry best practice. The District may return any nonconforming or defective items to the Bidder or require correction or replacement of the item at the time the defect is discovered, all at the Bidder's risk and expense. Acceptance of delivery shall not relieve the Bidder of its responsibility.

**17. REGULATORY COMPLIANCE.** Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including without limitation, the Occupational Safety and Health Act as amended and any regulations of the Illinois State Board of Education and Regional Office of Education, Winnebago-Boone County region, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Bidder shall furnish "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure to Employees Act, if applicable.

**18. ROYALTIES AND PATENTS.** Bidder shall pay all royalties and license fees. Bidder shall defend all suits or claims for infringement of any patent, copyright or trademark rights and shall hold the District harmless from loss on account thereof.

**19. COMPLIANCE WITH LAWS AND REGULATIONS.** Bidder represents and warrants that throughout the term of any contract arising from award of a bid and any extension thereof, Bidder and all products shall be and shall remain in compliance with all applicable federal, state, and local laws and regulations.

**20. TERMINATION FOR CAUSE.**

a. The District may terminate this contract in whole or in part, without liability:

- if deliveries are not made at the time and in the quantities specified,
- if the Bidder fails to perform any of the provisions of the IFB, the bid, and the resulting contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these circumstances does not cure such failure within 30 days or such period of time as the District may direct,

# **ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205**

## **GENERAL TERMS AND CONDITIONS**

- if it is determined the successful Bidder knowingly falsified information provided to the District,
  - if it is determined the successful Bidder offered substantial gifts or gratuities to a District official, employee, or agent whether in their official capacity or not,
  - or in the event of a breach or failure of the Contractor to comply with any of the other terms or conditions herein.
- b. The District shall notify the contractor in writing of the specific nature of the breach and shall request that it be cured. If the Contractor does not cure the breach within thirty (30) days of such notice, the District may immediately terminate this contract. To terminate, the District shall give notice to the Contractor in writing, and to the extent specified therein, Contractor shall immediately terminate deliveries under the contract. Termination of the contract shall not preclude the District from pursuing any and all remedies available to it at law or at equity.
- c. Any termination by the District, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the District against Contractor.
- d. The District shall have the right to audit all elements of any termination claim and Contractor shall make available to the District on request all books, records, and papers relating thereto. The Contractor shall be paid only for the performance of work up to the date of termination if the District exercises its right to terminate.

**21. TERMINATION WITHOUT CAUSE.** Unless otherwise specified in the Invitation for Bid, a contract resulting from award of a bid may be unilaterally terminated by the District, for any or no reason, upon sixty (60) days written advance notice to the Bidder. Bidder may submit claims for actual work performed up to and including the day of notice of termination with appropriate documentation supporting such claim for materials, labor, or acquired inventory for equitable adjustment and any such material shall become the property of the District upon settlement.

**22. ASSIGNMENT.** The Bidder may not assign, subcontract, delegate or otherwise transfer this contract or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this contract, without the District's prior written consent.

**23. FORCE MAJEURE.** Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, civil or military authority, terrorists, war, civil unrest, accident, any strike or labor disturbance, shortage or inability to obtain critical material or supplies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, or any other event similar to those enumerated above and beyond the Parties' control.

Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. District's payment obligations under this Agreement shall be tolled for the duration of such force majeure and in proportion to the extent that Contractor's performance is delayed, suspended, or otherwise affected. If a Party's non-performance under this section extends for thirty (30) days or longer, the Party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other Party.

**24. BID CERTIFICATION.** The Bidder's signature on a bid certifies: (a) The bid is genuine and not made in the interest of, or on the behalf of, any undisclosed persons, firms or corporation and is not submitted in conformity with any agreement or rules of any group association, or organization. (b) Bidder has not directly or indirectly induced or solicited any other Bidder to enter a false or sham bid. (c) Bidder has not solicited or induced any person, firm or group to refrain from bidding. (d) Bidder has not sought by collusion or otherwise to obtain for self-interest any advantage over any other Bidder or the Owner. The Bidder's signature on the Bid Form certifies that they have read and understand the contents of this solicitation and agree to furnish at the



# **ROCKFORD PUBLIC SCHOOLS DISTRICT NO. 205**

## **GENERAL TERMS AND CONDITIONS**

prices shown any or all of the items and/or services, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of the IFB shall not be cause to alter any resulting contract, request additional compensation, or relieve Bidder from obligation to perform under this contract.

**25. MODIFICATIONS.** This contract can be modified only by written bi-lateral modification signed by the parties or duly authorized agents.

**26. ADDENDA.** If it becomes necessary to revise any part of the IFB, a written addendum will be issued by the District and posted on the District webpage and may also be posted with Demandstar. If the District issues written addenda, such addenda shall become part of the contract documents. A Bidder who fails to review an addendum and who has previously submitted an offer, shall not be relieved from any obligation in the bid submitted.

**27. BINDING EFFECT.** The terms, conditions, provisions, and undertakings of any contract formed by award of a bid shall be binding upon and inure to the benefit of each of the parties thereto and their respective successors and assigns.

**28. EQUAL OPPORTUNITY EMPLOYER.** The Rockford Public School District is an Equal Opportunity Employer and encourages bids or proposals from any company or individual regardless of race, gender, national origin, religion or age.

-END OF GENERAL TERMS AND CONDITIONS-

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

1. **INTENT.** It is the intent of these specifications that the Rockford School District No. 205 (herein the “District”) will procure all specified products of first class workmanship and services of professional quality to ensure complete and acceptable product and services performance in all aspects, within the budget limitations, and in accordance with offering procedures as outlined by the Statutes and Regulations of the State of Illinois, applicable Federal Statutes and Regulations, and policies of the Board of Education of Rockford School District No. 205, Winnebago and Boone Counties, Illinois. It is further the intent of these specifications to secure adequate competition from qualified suppliers however standards of quality will not be sacrificed based solely on price.
2. **DEFINITIONS.** The following terms used in this Supplemental Terms and Conditions have the indicated meaning:
  - “District” means Rockford School District No. 205, Winnebago and Boone Counties, Illinois.
  - “Board” means the Board of Education of the District.
  - “RFP” means a Request for Proposal issued by the District at any time or times, identified by a unique RFP number.
  - “Proposal” means as response submitted by a Respondent to an RFP.
  - “Respondent” means a person or entity submitting a Proposal to the District in response to an RFP.
  - A Respondent awarded a contract is referred to as the “Contractor”.
  - A “Contract” is the agreement, in writing or otherwise, formed following award of an RFP.
3. **EVALUATION CRITERIA.** Although price is a consideration in the award of RFPs, award will not be based on price alone. Proposals in response to this RFP will be evaluated utilizing the following criteria, but not in any prescribed order.
  - a. Price
  - b. Adherence to these specifications
  - c. Ordering and delivery
  - d. Quality of services
  - e. Contractor past performance
  - f. Service
  - g. Review of references
  - h. Rebate program (if applicable)
  - i. Financial stability of firm (provide a copy of your firm's most recent annual report, if requested)

The District reserves the right to reject any or all proposals or to accept the proposal or any part of a proposal, including substitutions, which embraces such combination of proposals as may promote its interest. The District may award an RFP to any responsible Respondent.

4. **TAX IDENTIFICATION NUMBER.** The School District is required to have on file appropriate tax identification information concerning Respondent/Contractor. This information should be a Federal Employer's Identification Number, but in the instance of some independent contractors, this number may be a Taxpayer's Identification (Social Security) Number.

**IN ORDER FOR A RFP TO BE CONSIDERED BY THE SCHOOL DISTRICT, THE ABOVE REFERENCED TAX IDENTIFICATION NUMBER MUST BE PROVIDED ON THE FACE SHEET IN THE SIGNATURE SECTION. IT IS ALSO REQUESTED THAT YOU IDENTIFY THE LEGAL ORGANIZATIONAL STATUS OF YOUR FIRM IN THE SIGNATURE SECTION. PLEASE IDENTIFY WHETHER YOUR FIRM IS A CORPORATION, PARTNERSHIP, PROPRIETORSHIP, ETC. SHOULD YOU HAVE ANY QUESTIONS CONCERNING THIS TAX IDENTIFICATION NUMBER, PLEASE CONTACT THE PURCHASING DEPARTMENT.**

5. **RESPONSIBILITY TO COLLECT AND REMIT ILLINOIS USE TAX.** The Respondent acknowledges and understands that any Proposal for goods and services resulting in a Contract award to a Respondent requires that as a

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

Contractor the person or entity and all affiliates of the person or entity will collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.) regardless of whether the person/entity or affiliate is a “retailer maintaining a place of business within this State” as defined by the Use Tax Act (35 ILCS 105/2).

6. **INTERPRETATION OF ERRORS.** Should questions arise that require interpretation, such questions shall be submitted to the Director of Purchasing in writing only (also via email: [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com)). Verbal inquiry is not accepted. The District decision shall be conclusive and binding for all parties involved. No advantages shall be taken by any party of manifest clerical errors or omissions in the specifications. All Respondents are requested to notify the District immediately of any errors or omissions that may be discovered.
7. **RETURN OF RFP INFORMATION.** The District has established that only one copy of an RFP will be sent to a vendor. It is imperative that, if submitting a Proposal, an original signature exists on the RFP documents submitted. If additional copies of original RFP documents are made on a copy machine or are requested, they must also contain original signatures where applicable. When multiple copies are submitted one copy shall be labeled as “Original” on the face page.
8. **USE OF PREMISES.** The Respondent shall have access to the relevant District grounds and facilities for the purpose of familiarization with the conditions, delivery points for products, and/or sites for performance of service(s), if applicable, in order to fulfill the requirements of the Contract; all subject to compliance with District policies for visitors on school grounds.
9. **OWNERSHIP OF MATERIALS AND EQUIPMENT.** All materials and/or equipment supplied by or for the Respondent shall remain the Respondent's property until such time as accepted by the District.
10. **EQUIVALENCY AND SUBSTITUTES.** The District shall be the sole and final judge whether any substitute is of equivalent or better quality. This decision is final and will not be subject to recourse. Substitutions may be submitted with supporting documentation to the Director of Purchasing. RFP specifications are to be used as identifying those minimum salient characteristics in determining the quality or materials, performance of product(s), methodology in provision of services and workmanship required, however, the District may purchase services, equipment and materials that in the District’s judgment will best serve the interests of the school district even if at a higher cost based on features that are considered desirable and exceeding those minimum requirements or that represent a breakthrough technology for that industry.
11. **STORAGE OF EQUIPMENT.** The Contractor shall be responsible for the storage and safeguarding of the equipment provided in performing an awarded RFP and resulting contract. The Contractor shall have the necessary quantities available at the required time, but shall not make delivery to the premises until agreed upon or requested.
12. **SCOPE OF WORK.** This RFP requires that the Respondent/Contractor provide all necessary services, personnel, labor materials, and equipment; and furnish and deliver said products and services in accordance with all terms, conditions and specifications set forth in the RFP; provided, that such terms and conditions are subject to the terms of the final Contract.
13. **PROPERTY DAMAGE AND INJURY.** The Contractor shall take all necessary precautions to prevent damage to the premises or properties of others. In case of any damage, resulting from operations under the Contract, Contractor shall make proper restitution. The Contractor shall exercise due caution for the protection of persons, and shall protect the District from expense and hold the District harmless from liability by reason of injury, including death, to any person or persons, or from any damage to the property of others occurring as a result of Contractor’s performance under the Contract in accordance with the signed Hold Harmless Agreement. The Contractor's signature on the Proposal Form; certifies to the District that the Contractor has the required insurance coverage for any vehicle that

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## SUPPLEMENTAL TERMS AND CONDITIONS

may be utilized in the delivery of products or materials on the District's property.

- 14. INSURANCE REQUIREMENTS.** All Respondents/Contractors shall have a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below and deliver to the Purchasing department upon award of an RFP such qualifying certificate or certificates of insurance. Coverage shall be placed with a responsible company licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing to the District thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the Contractor in full force and effect during the life of the Contract, and until such time as all work has been approved and accepted by the District. The Contractor is responsible for all insurance deductibles and Self-Insured Retentions. During the term of the Contract, Contractor shall maintain insurance at or above the limits specified, and each such policy shall include the District as an additional insured. Such policies shall cover any loss or liability that may be incurred by the District, its board members, administrators, employees, staff members, agents, attorneys, and all other representatives, resulting from Contractor's maintenance, operation, or use of a Vehicle in performing transportation services pursuant to the attached Contract, or from Contractor's performance of any other duty under the Contract. Contractor shall furnish all such policies, with proper certification, to the District upon execution of the Contract. All such policies shall contain a cancellation clause requiring the insurer for each respective policy to notify the District at least thirty (30) days in advance of the expiration of that policy or any decreases in the scope of its coverage below the requirements of this Section or the attached specifications. In the event of such expiration or decrease, the District may withhold money due and owing to Contractor, or which may become due and owing to Contractor, in an amount sufficient to obtain insurance to the levels required by this Section, and may then apply those funds for that purpose. All deductibles required by all such policies shall be paid by Contractor, and the District shall have no obligation to pay them.

The insurance required by this section shall cover any loss or liability resulting from Contractor's transportation of students to and/or from any interscholastic athletic or other interscholastic or school sponsored activity in a van, or any other vehicle designed to transport between not less than seven (7) and not more than fifteen (15) people, as provided in 105 ILCS 5/29-6.3.

The insurance required by this section shall meet the minimum limits established in Section 12-707.01 of the Illinois Vehicle Code, 625 ILCS 5/12-707.01, including a minimum of personal injury liability insurance in the amount of \$1,000,000 for any one person in any one accident, and subject to the limit for one person, \$5,000,000 for two or more persons injured by reason of the operation of the vehicle in any one accident.

The cost of all policies required by this Section shall be reflected in the prices stated on the Proposal Form, and Contractor shall not be entitled to receive from the District any additional compensation for any such insurance costs. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

INSURANCE TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Workers Compensation	Statutory

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## SUPPLEMENTAL TERMS AND CONDITIONS

Employers Liability	
A. Each Accident	\$1,000,000
B. Each Employee-disease	\$1,000,000
C. Policy Aggregate-disease	\$1,000,000
**Commercial General Liability ****	
A. Per Occurrence	\$1,000,000
B. General Aggregate	
1.General Aggregate- Property	\$5,000,000
2. General Aggregate – Per project	\$3,000,000
3.General Aggregate - Products/ Completed	\$3,000,000
Comprehensive Auto Liability	\$5,000,000 bodily injury and property damaged combined \$150,000 per person, \$500,000 aggregate
Uninsured Motorist Coverage	
Fire Legal Liability (any one fire)	\$100,000
General Umbrella Excess Liability	\$3,000,000 - \$5,000,000*
** Business Auto Liability ****	\$1,000,000

\* Minimum \$3,000,000.00; maximum \$5,000,000.00 as prescribed in the Bid documents.

\*\* An Additional Insured Endorsement as well as endorsements for Waiver of Subrogation and Insurance is Primary and Non-Contributory to additional insured insurance coverage in addition to a Certificate of Insurance

\*\*\*\* Garage Liability (combines standard GL & Auto Liability) Garage Keepers Liability

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

Notwithstanding the existence of required insurance, Contractor agrees it is responsible for injury and damage to persons and property including such damages as may exceed the limits set forth above, resulting from its own negligence and the negligence of its owners, employees, agents and representatives and further for the negligence of others under Contractor's direction and control when arising from or in any way related to the bid and resulting contract and Contractor's performance of its contract obligations.

The District and its officers and employees shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and RFP NUMBER. Certificates should be faxed (and hard copy mailed) to: Rockford Public Schools, Purchasing Department, 501 Seventh Street, Rockford, Illinois 61104.

15. **METHOD OF AWARD.** The District reserves the right to award related items on a group basis if deemed in its best interest, even if not stated as such on the specifications. The District further reserves the right to make an aggregate award if in its best interest.
16. **GENERAL AWARD.** The award on this bid will not be made at the time specified for the receiving and opening of Proposals. The RFP will be awarded at a later date by the Board of Education.
17. **SCHEDULE OF AWARD.** In order that Respondents may more accurately complete a Proposal, it is anticipated that the Board of Education will consider the award on this RFP within 90 days of the date of bid opening; the successful Respondent(s), if any, will be notified immediately thereafter.
18. **WITHDRAWING OF PROPOSALS.** No Proposal may be withdrawn by a Respondent after the time and date of the official public opening. All Proposal prices submitted must be valid for a period of ninety (90) days after the date

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

set for the bid opening. This period of time is reserved to permit the Board to evaluate Proposals, conduct tests, resolve issues and discrepancies in Proposals and make the award, if any.

19. **VALIDITY OF PRICES.** All Proposal prices must remain valid and firm on awarded RFPs until product(s) is/are delivered or the project completed, and until accepted by the District and invoiced by the Contractor.
20. **PERIOD FOR ACCEPTANCE OF PROPOSALS.** In compliance with the solicitation, the Respondent agrees, if this bid is accepted within ninety (90) calendar days from the date specified in the solicitation for the receipt of Proposals, to furnish any or all items upon which prices are proposed at the price set opposite each item, delivered at the designated point(s), within the time specified in the solicitation.
21. **COMPLETION DATES.** Contractors are to complete projects as required. Unless stated differently in the solicitation, the product(s) and/or service(s) are to be delivered or completed within the dates required. Should a Contractor be unable to comply with the required completion date, the Contractor is to notify the District immediately.
22. **INSPECTION AND ACCEPTANCE.** At the time the Contractor has completed work in accordance with the specifications, the Contractor shall, with the District, make a final inspection. After the final inspection, if the District and the Contractor are in agreement, the Contractor shall submit invoices for payment in accordance with the payment section of these specifications.
23. **SIGNATURES.** It is required that the Respondent's signature appears on ALL the following forms:
  - a. **Second page of General Conditions and Instructions for All RFPs Form**
  - b. **Bid-Rigging Certification**
  - c. **Minority and Women Owned Business Form**
  - d. **Certification Regarding Debarment Form**
  - e. **Certificate Regarding Lobbying Form**
  - f. **OFAC Compliance Form**
  - g. **Vendor Conflict of Interest Disclosure Form**
  - h. **Form W-9 Department of the Treasury Internal Revenue Service**
  - i. **Respondent's Certifications**
  - j. **Proposal Form**
  - k. **Other forms specified in the RFP**
24. **PAYMENT.** Payment on proper invoices submitted by Contractor will be made in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/1, et. seq. and District Policy within forty-five (45) days after invoice approval by the District. **THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER MUST APPEAR ON EACH INVOICE REQUESTING PAYMENT.** (See clause entitled, "Tax Identification Number", for further clarification.) Invoices are to be submitted to the Accounts Payable Department at 501 Seventh St, Rockford, IL 61104.
25. **WORK CHANGES.** Changes in the Contract or Purchase Order must be agreed upon in writing between the District and the Contractor before execution of any changes involved may be implemented or payment may be withheld pending a determination that such change is required and ratified by the District.
26. **SAFETY CODES.** It is required that all equipment be in full compliance with any and all Federal and State Statutes, including, without limitation, OSHA Safety Standards, Environmental Protection Agency and Life Safety Codes, Health Codes, the School Code, and any applicable regulations and ordinances of the City of Rockford and County of

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

Winnebago, Illinois.

27. **QUANTITIES.** After Proposals have been evaluated, the District reserves the right to increase or decrease quantities as stated on the RFP for budgetary reasons. The District further reserves the right to accept or reject any or all alternate offers, or to alter the original solicitation document in order to comply with budgetary requirements.
28. **PROPOSALS.** Respondents must return the following when submitting a sealed bid; references in the required forms to "Bid" shall mean "Proposal", references to "Bidder" shall mean "Respondent":
- Second page of General Conditions and Instructions for All RFPs Form
  - Bid-Rigging Certification
  - Minority and Women Owned Business Form
  - Certification Regarding Debarment Form
  - Certificate Regarding Lobbying Form
  - OFAC Compliance Form
  - Vendor Conflict of Interest Disclosure Form
  - Form W-9 Department of the Treasury Internal Revenue Service
  - Respondent's Certification
  - Proposal Form
  - Any required literature or information
29. **CONTRACT.** A response to this Request for Proposal (RFP) is an offer to contract with the District based upon the terms, conditions, and specifications contained in the District's RFP, any District issued and published addenda and the express terms of the Proposal except to the extent a Proposal excludes or modifies expressly identified RFP terms and conditions and proposes alternative provisions. Absent such exclusions, Proposals may become contracts upon award to the successful Respondent by the Board of Education; provided, the District may require, in the discretion of the District, the creation and execution of a separate formal contract in which case no contract is formed until a formal contract is created and until executed by the Board. All of the terms and conditions of the contract are contained in the RFP except to the extent any of the RFP terms and conditions are modified by mutually agreed terms and conditions in the Contract documents.
30. **TERM OF CONTRACT.** Resultant Contract period shall be from the effective date of award, or as identified in a written Contract, through the termination date specified in the RFP plus any specified option terms. The District exercises an option term by written notice signed by the Director of Purchasing. The District's obligation under the Contract is contingent upon the availability of budgeted funds from which payment for Contract purposes can be made. No legal liability on the part of the District for any payment may arise until funds are made available for the Contract.
31. **OPTION TO EXTEND THE TERM OF THE CONTRACT**
- The District may unilaterally extend the term of the Contract for one or more option years, as identified in the RFP, annually by written notice to the Contractor at least thirty (30) days prior to contract expiration.
  - If the District exercises this option, the extended Contract shall be considered to include this option provision. The option is deemed exercised when mailed or otherwise furnished to the contractor.
  - Upon the exercise of any option period(s), the District may add additional facilities or locations to the Contract. Supplies/services will be provided for these facilities or locations for the time periods as specified. All Contract terms and conditions will apply to these facilities or locations added.
  - The District may exercise the options contained in the "Option to Extend the Term of the Contract" clause of the Contract by providing the written notice as required by the clause. Upon the exercise of an option year period, supplies and services will be provided for the time periods as specified in the solicitation.

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

- e. The total duration of the Contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **32. EVALUATION OF OPTIONS**

- a. The District will evaluate Proposals as indicated in the terms and conditions and may award an RFP to any responsible Respondent. Since option year pricing is based on limits established in the "Pricing" clause, option year pricing is automatically considered when evaluating the base year price. All options are therefore considered to be evaluated. Evaluation of options will not obligate the District to exercise the option(s).
- b. If exceptions are taken to the price provisions of the "Pricing" clause such exceptions are resolved by the terms of the Contract. Such Proposals will be evaluated without regard to any lower option year(s) maximum. However, if the Respondent offering a lower maximum is awarded a contract, the award will reflect the lower maximum.

**33. TEMPORARY CONTRACT EXTENSION.** The District reserves the right to temporarily extend the Contract for an additional ninety (90) calendar days from its original or any exercised option year expiration date without exercising a full option year for any reason and any and all pricing then in effect shall continue through the temporary extension period.

**34. PREVAILING RATE OF WAGE.** It is required on this RFP that the Contractor complies with all statutes, both Federal and State, governing payment of wages to employees. The Contractor certifies that by submitting their Proposal that they will pay the prevailing rate of wage in this area (if applicable) for the particular type of labor, in accordance with State of Illinois statutes and the Illinois Department of Labor. If applicable, the Contractor and each Subcontractor shall keep an accurate record to show names and occupation of all workmen employed by them in connection with this RFP. The actual hourly wage paid to each shall be recorded. These records shall be open for inspection during all working hours to any authorized District agent and any authorized agent of the Illinois Dept. of Labor.

The following clause shall be a part of the Contract.

"If during the course of this contract the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, the prevailing rate of wage is available on the Department of Labor official website. Contractor is directed to such website. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wage is paid by Contractor and all Subcontractors 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 the contract sum."

Should any Contractor need information concerning the prevailing rate of wage, said information is available at the Purchasing Department via email. the Contractor further certifies that all Subcontractors will comply with these same acts. If requested, Respondents will submit to the District required information concerning the basic rate of wages per hour that he is either currently or will be paying for the particular type of trade required.

**35. PROHIBITED CONTRACTOR EMPLOYEES ON SCHOOL PREMISES.** Contractor employees, agents and principals and its consultants and consultants employees and agents shall not perform work within District buildings for more than 30 school days within any school year (July 1 to June 30) unless a criminal history records check has been conducted by Contractor, the individual(s) is found to have not violated any of the drug or criminal offenses listed in the criminal history records check provisions in the School Code 105 ILCS 5/10-21.9(f) (the Act), and the Contractor so certifies the same to be true on the Certified Cleared Employee List. Notwithstanding the foregoing, the District may require, in its sole discretion, that any particular service provided by a Contractor under an RFP be provided solely by Contractor employees who have had a criminal history records check.

Contractor employees, agents and principals and its consultants and consultant's employees and agents shall not be



# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## **SUPPLEMENTAL TERMS AND CONDITIONS**

permitted to be present on District grounds unless a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted regarding all such employees in accordance with and subject to the provisions of the Act. Contractor employees, agents and principals and its consultants and consultant's employees and agents who are found to have had convictions of the enumerated criminal or drug offenses listed in the Act or who appear in the noted databases shall not be permitted at any time to be present on school grounds.

Not less than 10 days prior to the commencement of work, Contractor shall submit to Owner a written certification on a form provided by Owner (Certified Cleared Employee List), signed by Contractor under oath that the employees listed on the certification have been the subject of a criminal history records check (for employees working more than 30 school days in District buildings), and a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check for all employees accessing District grounds. Contractor shall update the certification as and when necessary to keep such certification list current.

- 36. EMPLOYEE CONDUCT.** All of Contractor's employees, agents, principals, and consultants shall abide by Federal, State and Local Laws and Board of Education policy while on District premises. No employee, agent or principal of Contractor and its consultants and vendors shall fraternize with any student of the school district. Any employee whose conduct is judged unfit by District shall not be permitted to work on the project. Contractor agrees to comply with and abide by all rules, regulations and policies of the District relating to access to and conduct upon District Premises.

Contractor employees accessing school grounds are required to have in their possession identification issued by the District. All such persons must check in with the school main office to receive a visitor's identification at which time the individual must present a government issued photo identification which will be used to verify the individual's name appears on the Certified Cleared Employee List. At the conclusion of the work day, plastic or hard cover identification must be returned to the school.

The District may from time to time and at multiple times in their discretion and without notice check the identification of all persons accessing school grounds by or through the Contractor to assure such persons appear on the certification list and have in their possession a valid District issued identification. Contractor warrants that it shall immediately notify the District if a certified cleared employee is convicted of an enumerated offense or their name appears on any of the noted Databases. A violation of this section is a material breach of contract.

- 37. COMPLIANCE WITH FREEDOM OF INFORMATION ACT.** The District is required by law to comply with the provisions of the Freedom of Information Act, 5ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the District to provide, if requested to do so by any person, copies of documents that maybe in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the District copies and all such documents when directed to do by the District. All such documents shall be delivered to the District's Legal Department NO LATER THAN five (5) working days after the date of the District's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the District to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the District.

**38. RECORDS, RETENTION, AUDIT**

- a. Records. The Contractor shall have or upon award of this RFP establish and maintain a reasonable accounting system that enables the District to readily identify Contractor's assets, expenses, costs of goods and use of funds related to the performance of the Contract (the Records). Such Records shall include, but not limited to, accounting records, written policies and procedures; subcontractor files (including proposals of successful and unsuccessful Respondents, bid recaps, etc.); all paid vouchers, including those for out- of-pocket expenses, other

## ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

### **SUPPLEMENTAL TERMS AND CONDITIONS**

reimbursement supported by invoices; ledgers; cancelled checks; deposit slips, bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents, payroll documents; timesheets; memoranda; and correspondence.

- b. Retention. The Contractor shall, at all times during its performance of the Contract and for a period of seven years after the completion of the Contract, maintain Records, together with all supporting or underlying documents and materials. The Contractor shall upon written request by the District at any time or times, whether during or after completion of the Contract, and at the Contractor's expense, produce the Records for inspection, copying and audit (including copies and extracts of records as required) by the District. The Records shall be made available to the District, upon three-day written notice, during normal business hours at Contractor's principal office if located in Rockford, Illinois or at such other location specified by the District including the District offices. Upon expiration of the retention period specified in this paragraph 38b, prior to destruction of the Records, Contractor shall provide not less than 30 days written notice of its intent to destroy any part or all of the Records, specifying the nature, character and extent of Records to be destroyed and the District may at its discretion and expense obtain all Records or copies of Records intended to be destroyed. The Contractor shall ensure the District's right to access and audit the Records in the possession, created or maintained by Contractor's agents, assigns, successors, and subcontractors. Contractor shall notify in writing its agents, assigns, successors and subcontractors of the requirements of records, retention and audit as set forth in this paragraph 38. Any and all contracts or agreements between Contractor and any other party related to the Contract shall expressly include the records, retention and audit provisions of this paragraph 38.
- c. The District and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all Records (in whatever form they may be kept, whether written, electronic, or other), including, but not limited to, those kept by the Contractor, its agents, assigns, successors, and subcontractors.
- d. Cost of any examination or audit of Records conducted by the District will be borne by the District (excluding any cost to produce Records under paragraph 38b), except where the examination or audit identifies overpricing or overcharges (of any nature) by the Contractor to the District in excess of one-half of one percent (0.5%) of the total Contract billings in which event the entire cost of the examination or audit shall be Contractor's cost and Contractor shall reimburse the District for the total cost of the examination or audit. If the examination or audit reveals substantive findings of fraud, misrepresentation, or non-performance by Contractor, its employees, agents, representatives, assigns, successors or subcontractors, the Contractor shall pay all costs of the examination or audit; and if paid by the District, reimburse the District for all such costs. In the event Contractor fails to pay such costs within 30 days of demand by the District, District may offset any such costs unpaid by Contractor from any balance due Contractor by the District or at the election of the District proceed to collect such costs by any available means including litigation in which event the costs of collection including reasonable attorney's fees shall also be paid by Contractor.

### **QUESTIONS**

During the time the RFP is in the **open solicitation and unawarded phase**, Respondents may not contact any District staff to inquire about the bidding process or any of the details contained in the RFP other than in writing directed to the Director of Purchasing (also via email: [PurchasingDeptStaff@rps205.com](mailto:PurchasingDeptStaff@rps205.com)). Verbal inquiries will not be accepted.

**Communication with District representatives in a manner other than identified herein may result in disqualification.**

# ROCKFORD PUBLIC SCHOOLS REQUIRED RFP FORMS CHECK LIST

**Listed below are the REQUIRED forms all Respondents are REQUIRED to submit with sealed Proposals on or before the RFP due date and time. Failure to submit ALL required forms may result in Respondent being deemed non-responsive. FOR PURPOSES OF AN RFP, ALL REFERENCES IN REQUIRED FORMS TO BID SHALL MEAN PROPOSAL, ALL REFERENCES TO BID SHALL MEAN RFP AND ALL REFERENCES TO BIDDER SHALL MEAN RESPONDENT.**

Required Forms	Yes	Comments
Proposal Form	<input type="checkbox"/>	
Bid Rigging Certification	<input type="checkbox"/>	
Minority and Women Owned Business Concern Representation	<input type="checkbox"/>	
Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	<input type="checkbox"/>	
Certificate Regarding Lobbying	<input type="checkbox"/>	
OFAC Compliance	<input type="checkbox"/>	
Vendor Conflict of Interest Disclosure Form	<input type="checkbox"/>	
Bidder's Certification	<input type="checkbox"/>	
Certified Cleared Employee List (If Included)	<input type="checkbox"/>	Complete, sign, and notarize the form. If you are uncertain of which employees will be working on the project, note this information on the form that the employee information will be forth coming BEFORE you start on the project, if awarded the contract.
Certificate of Liability Insurance	<input type="checkbox"/>	Document must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.
Vendor Entry Form/W-9	<input type="checkbox"/>	

**Listed below are REQUIRED FORMS/DOCUMENTS that must be submitted prior to starting work, if awarded the contract. Failure to submit forms below may result in project start delay.**

--	--

**ROCKFORD PUBLIC SHOOOLS**  
**BID-RIGGING CERTIFICATION**

I, \_\_\_\_\_, a duly authorized agent of  
(Agent)

\_\_\_\_\_, do hereby certify that neither  
(Contractor)

\_\_\_\_\_ nor any individual presently  
(Contractor)

affiliated with \_\_\_\_\_ has been barred from bidding on a  
(Contractor)

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 750, Article 5 of the Illinois Compiled Statutes.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Contractor

# ROCKFORD PUBLIC SCHOOLS

## MINORITY, WOMEN and DISABLED-OWNED BUSINESS CONCERN REPRESENTATION

**Minority-Owned Business:** a minority-owned business concern means a business concern that: (1) is at least 51 percent unconditionally owned by one or more individuals who are considered to be a member of a minority group, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more members of a minority group; and (2) has its management and daily business controlled and operated by one or more such individuals. Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

**Women-Owned Business:** a business that is at least 51 percent owned by a woman or women who also control and operate it.

**Disabled Owned Business:** a business that is at least 51 percent owned by a person or persons with severe physical or mental disabilities which substantially limits one or more of the person's major life activities and which person or persons control and operate such business.

"Control" in this referenced context means exercising the power to make policy decisions. "Operate" means being actively involved in the day-to-day management of the business.

The District shall rely on written representations of concerns regarding their status as minority/women/disabled-owned businesses. Offeror agrees to submit information regarding the minority ownership of its subcontractors on request of District.

**COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH BID. FAILURE TO DO SO MAY RENDER THE OFFEROR'S BID UNACCEPTABLE.**

A. Representation. The offeror represents that it is ( ), is not ( ) a minority-owned business concern.

B. Representation. The offeror represents that it is ( ), is not ( ) a women-owned business concern.

C. Representation. The offeror represents that it is ( ), is not ( ) a disabled-owned business concern.

### Please Check Appropriate Box/Boxes

☐ African American (AFRAM)

☐ Caucasian (CAUC)

☐ Native American (NAAM)

☐ Hispanic American (HISP)

☐ Asian-Pacific American (ASIAP)

☐ Asian Indian (ASIAI) American

☐ Other, please identify:

☐ Woman Owned (W)

☐ Disabled Owned (D)

\_\_\_\_\_

The offeror has ☐/ has not ☐ used the following procedures in searching for and obtaining suppliers and subcontractors:

- Place Minority-Owned Businesses on solicitation lists.
- Ensure that Minority-Owned are solicited whenever they are potential sources.
- Consider contracting with consortia of Minority-Owned Businesses when an intended contract is too large for any one such firm to handle on its own or, if economically feasible, divide larger requirements into smaller transactions for which such organizations might compete.
- Make information on contracting opportunities available and establish delivery schedules that encourage participation by Minority-Owned Businesses.
- Use the services and assistance of the SBA and Department of Commerce Minority Business Development Agency, as appropriate.

Company Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ FEIN # \_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**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.arinet.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*

---

## OFAC Compliance

The undersigned hereby certifies and represents that products and/or services provided under any contract with the Rockford Public Schools resulting from this bid shall be in compliance with economic or trade sanctions or restrictions implemented by the United States government such as those administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury and shall not utilize or engage, for performance of any activities related to the products and/or services, any persons or entities that, (i) appear on OFAC's Specially Designated Nationals and Blocked Persons List (“SDN List”), as that list may be updated from time to time or any other similar list maintained by OFAC; (ii) are owned or controlled by any person or entities appearing on OFAC's SDN List, as that list may be updated from time to time or any other similar list maintained by OFAC; or (iii) are located in any country subject to U.S. economic or trade sanctions, such as those administered by OFAC.

---

Organization Name

---

Bid Number

---

Name of Authorized Representative

---

Title

---

Original Signature of Authorized Representative

---

Date



# ROCKFORD PUBLIC SCHOOLS

## VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

### DISCLOSURE STATEMENT:

All businesses ("Vendors" or "Vendor" or "Vendor's") that wish to conduct business with the Rockford Public Schools "RPS" must complete this form. Please note that all contracts with RPS are subject to RPS Code of Ethics which prohibits RPS employees and Board of Education members from having certain relationships with persons or entities conducting (or proposing to conduct) business with RPS and which limits the acceptance of gifts from Vendors. The entire Board Member Conflict of Interest Board Policy 2.100 and Board Policy 5.120 may be viewed at <http://www2.rps205.com/District/BOE/Pages/GP-200.aspx>. The Code and its definitions are incorporated by reference into this Disclosure Form. If a Vendor has a disclosable relationship, the Vendor should assume the relationship may pose a conflict of interest until notified to the contrary in writing by a RPS administrative staff member authorized to confirm that a determination has been made that a conflict does not exist. A principle of the Code of Ethics is to ensure that relationships do not influence any official decision or judgment of RPS employees or Board of Education members. Accordingly, disclosure also should be made for any person connected with Vendor (e.g., officer, director, partner, shareholder, employee,) that is likely to: (i) materially contribute to Vendor's preparation, drafting, or presentation of a proposal or bid for services and/or supplies, (ii) materially contribute to Vendor's negotiation of a contract with RPS, or (iii) perform material services under a contract with RPS. Below, these persons are referred to as "Disclosable Persons."

### CERTIFICATION:

I hereby certify that, except as disclosed below, to Vendor's knowledge, there is no conflict of interest involving the Vendor named below that would violate the RPS Code of Ethics, including that: (a) after inquiry, neither Vendor nor any Disclosable Person is involved or engaged in any private business venture or enterprise, directly or indirectly, with any RPS employee or Board of Education member or his or her family member; (b) no RPS employee or Board member or his or her family member owns or has a material personal financial interest (directly or indirectly) in Vendor or is engaged in a material personal business transaction with Vendor; and (c) no RPS employee or board of Education member or his or her family is employed by Vendor.

I further certify that neither the Vendor nor anyone acting on its behalf has requested that any RPS employee or RPS Board of Education member exert any influence to secure the award of this bid to the Vendor. Furthermore, no RPS Board of Education member, employee or agent has offered to influence to secure the award of this bid to the Vendor

### VENDOR INFORMATION:

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

Vendor Phone Number \_\_\_\_\_

Vendor Email: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

# ROCKFORD PUBLIC SCHOOLS

## VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

### DISCLOSURE STATEMENT:

I BELIEVE THE VENDOR NAMED ABOVE DOES have a potential conflict(s) of interest with a current RPS employee(s), or RPS Board of Education member(s).

☐

YES, the above statement is true.

☐

NO, the above statement is **NOT** true.

If you checked “**YES**” above, please provide the following information:

List all the Name(s) of RPS employee(s), RPS Board of Education member(s), or RPS employees’ or RPS Board of Education’s family member(s) with whom there may be a conflict of interest:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Provide a brief description of the nature of the potential conflict(s) of interest:

### SIGNATURE:

By my signature below, I certify that I am the Authorized Representative of the VENDOR named above and that all of the information provided above by signor is true and complete to the best of the signor’s knowledge:

\_\_\_\_\_  
Print the Name of the Vendor’s Authorized Representative

\_\_\_\_\_  
Print the Position Title of the Vendor’s Authorized Representative

\_\_\_\_\_  
Print the Name of the Vendor’s Authorized Representative

\_\_\_\_\_  
Date

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## BIDDER'S CERTIFICATIONS

### **NON-COLLUSION AFFIDAVIT**

The undersigned Bidder certifies that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by Bidder, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this Bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned Bidder further states that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Bidder or authorized agent (Signature)/Date

### **EQUAL OPPORTUNITY**

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

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Bidder or authorized agent (Signature)/Date

### **SEXUAL HARRASSMENT**

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the Contract.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Bidder or authorized agent (Signature)/Date

### **NO SMOKING/NO TOBACCO**

District are smoke free facilities. Bidder agrees that it and its employees will abide by the District's no smoking/no tobacco use policy (including snuff, electronic cigarettes and e-vapor products) at all times while on District grounds.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Bidder or authorized agent (Signature)/Date

### **DRUG FREE WORKPLACE**

Each Bidder, if having twenty-five employees or more, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), that it shall provide a drug-free workplace for all employees engaged in the performance of services under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

\_\_\_\_\_  
Name of Bidder (Please Print)

\_\_\_\_\_  
Bidder or authorized agent (Signature)/Date

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## BIDDER'S CERTIFICATIONS

### GENERAL BIDDING CERTIFICATIONS

The undersigned further certifies that:

1. Bidder has read, understands, and agrees that the District's acceptance of Bidder's offer by issuance of an award will create a binding Contract; subject to any District requirement for a formal written contract.
2. The undersigned is an authorized agent of Bidder, and is expressly authorized to execute this Certification on Bidder's behalf, to bind Bidder to the terms and conditions contained in this Bid Package, and to execute the Contract immediately upon notification by the District in the event Bidder's Bid is successful and Bidder is selected by the District to perform the Contract.
3. Bid submission is in compliance with Illinois Compiled Statutes 105 ILCS 5/10-20.21 - Contracts, and 105 ILCS 5/10-22.34c, Third Party Non-instructional Services
4. Bidder is the following type of business entity:    ☐ Corporation  
   ☐ Partnership  
   ☐ Sole Proprietor

Bidder is qualified to conduct business in the State of Illinois and is in good standing.

5. Bidder confirms it operates in compliance with HIPAA all other applicable legal requirements.
6. Bidder has and will at all times fully comply with the requirements of 105 ILCS 5/10-20.21(b) pertaining to the Illinois Use Tax Act.
7. All figures and responses submitted on the Bid Offer Form are true, complete, and accurate. All documents attached to and submitted with the Bid Offer Form are true, complete, and authentic.
8. Bidder's current financial statement is attached, which has been certified by a Certified Public Accountant or is authenticated by Bidders signature on this form as true, complete and accurate.
9. The Bid is firm and irrevocable for a period of sixty (60) days after Bid Opening, as detailed in the attached Instructions for Bidders.

---

Name of Bidder (Please Print)

---

Bidder or authorized agent (Signature)/Date



## Vendor Entry Form

FOR INTERNAL USE:

☐

**New Vendor**

☐

**Update Vendor**

**Reason for Entry/Change** (required): \_\_\_\_\_

**Type of Entry** (required):

☐

**Business**

☐

**Payroll**

☐

**Student/Parent**

☐

**Reimbursement External**

☐

**Reimbursement Internal**

☐

**Referee/Sports Official**

☐

**Other** \_\_\_\_\_

☐

**W-9 Attached**

W-9 should be included with all new vendor entry requests for payment. Reimbursements or internal record requests do not require a W-9 attachment but must include SSN after vendor name. All vendor entry requests will be entered but will remain inactive until required info/W-9 is provided.

### Entry Information:

**Vendor Affiliation:**

☐

**CORP**

☐

**PARTNERSHIP**

☐

**SOLE/IND**

☐

**LLC** (Indicate type below)

☐

**TRUST**

☐

**OTHER** \_\_\_\_\_

☐

**C-Corp**

☐

**S-Corp**

☐

**Woman-owned**

☐

**Minority-owned**

☐

**Veteran-owned**

☐

**Disabled**

☐

**P-Corp**

Single owner LLC select  
Sole Proprietorship above.

**Vendor Name/Business Name:** \_\_\_\_\_

SSN \_\_\_\_\_

**Address 1:**

☐

**Location/Mailing**

☐

**Billing/Payment**

☐

**Other** \_\_\_\_\_

**Address 2:**

☐

**Location/Mailing**

☐

**Billing/Payment**

☐

**Other** \_\_\_\_\_

**Phone:**

Primary/Cell: \_\_\_\_\_

Orders/Cust Service: \_\_\_\_\_

Billing/Payments: \_\_\_\_\_

**Fax(s):** \_\_\_\_\_

**Email(s):** \_\_\_\_\_

**Contact Person/Rep Name and Contact Information:** (include special order/payment instructions)

\_\_\_\_\_  
\_\_\_\_\_

\* Please return completed form and required attachment(s) to purchasing@rps205.com.

# ROCKFORD PUBLIC SCHOOL DISTRICT NO. 205

## HOLD HARMLESS AGREEMENT

The Board shall not be responsible for the acts or omissions of any Respondent and the Respondent's employees. The term "Respondent", for purposes of this Hold Harmless Agreement includes the entity or person submitting a Proposal to the District and enters into a Contract with the District resulting from the award of an RFP. The term Board and District, for purposes of this Agreement, shall mean and include the Board of Education and Rockford School District No. 205 Winnebago and Boone Counties, Illinois. **The undersigned Respondent agrees to defend, hold harmless and indemnify** the Board of Education and every Board member, officer, agent, attorney, servant or employee of the Board from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- a) Any injury to person or damage to property sustained by Respondent, its officers, agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under any bid contract with the Board, except for such injury or damage wherein it is finally determined that the Board, its board members, officers, agents, attorneys, servants or employees were grossly negligent or committed willful misconduct;
- b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent or intentional act, default, error or omission of Respondent, its officers, agents, representatives, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under any Contract between Respondent and the Board;
- c) Fines, penalties, costs and expenses which may be incurred by or levied and assessed against the Board, or any board member, officer, agent, attorney, servant or employee of the Board in connection with Respondent's performance or failure to perform under any Contract with the Board.

Respondent at its own expense and risk shall defend any legal proceedings that may be brought against the Board, or any Board member, officer, agent, attorney, servant, or employee of the Board on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Board, its Board member(s), or any officer, agent, attorney, servant, or employee of the Board arising out of any such claim or demand. The Board has and reserves the right to disapprove any attorney or law firm selected by Respondent to defend any such legal proceeding and to select an attorney or law firm to defend any such legal proceeding at Respondent's sole cost and expense. The Board shall have the right to set off against any sums due Respondent under any Contract with the Board the amount of any indemnity cost, expense and claim under this Agreement.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, arising from or relating to acts or omissions of Respondent and/or its employees or agents with regard to the personnel, services, materials and goods provided to the Board by Respondent under any Contract with the Board, notwithstanding that Respondent may deem the same to be frivolous or without merit. It is intended that this Indemnity be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel, services, material and goods provided to the Board under any Contract with Respondent; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty to the extent and wherein it is finally determined that the Board, its Board members, officers, agents, servants or employees were grossly negligent or committed willful misconduct which caused damage.

The provisions of this Hold Harmless Agreement shall survive termination of any Contract with the Board.

Bidder: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Bidder's Authorized Representative

\_\_\_\_\_  
Print Title of Bidder's Authorized Representative

\_\_\_\_\_  
Signature of the Bidder's Authorized Representative

\_\_\_\_\_  
Date

This Agreement Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

Commission Expires: \_\_\_\_\_

## CERTIFIED CLEARED EMPLOYEE LIST

The undersigned \_\_\_\_\_, a vendor, supplier, professional services firm or contractor, hereby certifies under oath as follows:

1- a **fingerprint based criminal history records check**, a Statewide Sex Offender Database check and a Statewide Child Murderer and Violent Offender Against Youth Database check has been conducted for all employees as indicated by a check mark in the appropriate box in accordance with 105 ILCS 5/10-21.9 (the Act); and

2- that such employees have not been convicted of any of the enumerated criminal or drug offenses listed in the Act and their name does not appear on the noted Databases; and

3-the undersigned is an owner (if sole proprietor) or officer, member or partner of the undersigned authorized to execute this document binding the undersigned.

No.	Last Name	M.I.	First Name	SS # (last four)	Crim. Hst.	Databases

By: \_\_\_\_\_

This certificate Subscribed and Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

Commission Expires : \_\_\_\_\_

\_\_\_\_\_

Vendor Cert. Employee List No. \_\_\_\_

## GENERAL INFORMATION

### **1. General Overview**

Rockford Public Schools, District #205 (“The School District” or “District”), located in northern Illinois, is one of the state’s largest school districts. The School District covers approximately 165 square miles and serves 29,000 students with four early childhood centers, twenty-one elementary schools, six middle schools, five high schools, six special program sites, and three administrative buildings. The District employs approximately 4,500 employees who work throughout the district.

### **2. Purpose**

Rockford School District seeks to enter into a contract with a qualified and interested contractor who will furnish Custodial Services for all district locations and two stadiums.

### **3. Estimated Time Line**

Distribute IFB/Publish via Rockford Register Star and DemandStar  
Mandatory Pre-bid Meeting – 10:00 am (CDST) on Wednesday, April 19, 2017  
IFB Opening – 2:00 PM (CDST) Monday, May 8, 2017  
Board of Education Anticipated Approval  
Anticipated Award of Contract letter  
Contract Start Date

### **4. Term of Contract**

The anticipated term of the contract will be a three-year contract effective July 1, 2021 with the District having two (2) additional one-year option terms.

### **5. Bid Security**

Each Bidder shall enclose with his/her Bid a Bid Bond in an amount not less than five (5) percent of its Bid. This amount shall be payable, without condition, to the Board of Education Rockford School District No. 205, Rockford, Illinois 61104, which sum shall be forfeited in case the successful Bidder fails to enter into a binding contract, and provide a properly executed contract surety bond with ten (10) days after the contract has been awarded to him/her.

### **6. Performance Bond**

The successful Bidder shall, at the time of entering into a contract, furnish a performance bond in the amount equal to one-year contract cost. This bond is security for the faithful performance of the contract and for the payment of all persons performing labor and furnishing materials and equipment in connection therewith. This bond shall be provided by a company currently authorized to transact business in the State of Illinois. No offshore bonding companies will be accepted. The cost of this performance bond shall be indicated on the Bid Form in the space provided.

### **7. School Site Visits/Reference Check Visits**

- A. Prior to submitting a bid, each Offeror must visit the sites to familiarize themselves with details of the project. The Contractor shall be responsible for becoming acquainted with existing layouts and conditions, which will affect the work. No subsequent extras or allowances will be made.
- B. The District will schedule a visit to an existing customer to review the operations they have established in this environment.



## **8. Disqualification of Bidder**

Any one or more of the following causes, without limitation, may be considered sufficient for the disqualification of a Bidder and the rejection of his/her Bid.

- A. Evidence of collusion among Bidders.
- B. Less than five (5) years expertise as shown by past work.
- C. Uncompleted work under contracts due to insufficient manpower.
- D. Prior contract defaults for the same or similar services.

## **9. Evaluations of Bids**

Bids will be evaluated based on the criteria below and specifications best serving Rockford Public School's overall operational needs at a cost beneficial price. Price and fees are just one component of the overall Bid. Bids, in addition to criteria stated elsewhere in the RFP, will also be evaluated on the six criteria below. The Bid must address the items outlined in the each of the criteria.

- **EXPERIENCE, MANAGEMENT AND STABILITY (15pts)**
  - Company Profile
  - Submit at least five (5) current accounts with similar size and complexity. Include contract name and phone number
  - List of all contracts for custodial services terminated in the last three (3) years with reason for termination, cancellation or non-renewal
  - Bank and credit references
- **MANAGEMENT AND QUALITY (15pts)**
  - Resume' of key corporate and site employees, including proposed Project Manager Supervision plans and policies
- **STAFFING PLANS AND POLICIES (15 pts)**
  - Staffing and management plans for the District
  - Employee training programs
  - Wage Structure
  - Employee benefits package
  - Sample copy of blank employee application form
  - Employee handbook or policy manual
  - Policy and procedures for police clearances, criminal record checks, drug screens etc.
  - Employee turnover statement
- **TECHNICAL STRENGTH (10pts)**
  - Projected dollar value of equipment to be placed at each District location
  - List of equipment to be used at each District location
  - Projected dollar value of annual expenditure on supplies for District
  - System for keeping current on new methods, equipment, materials etc.
  - Internet capabilities for submission and status updates of work orders
- **OPERATION PLANS AND POLICIES (15pts)**
  - Quality control procedures
  - Complaint resolution process
  - Process for determining customer satisfaction
  - Customer satisfaction results and comparisons
  - Grades, quality, and brand name of all cleaning chemical to be used throughout the district
  - Descriptions of uniforms
  - Management philosophy
- **PRICING (30pts)**
  - Outline provided in sections; Custodial Matrix and Basic Statement of Work

## **10. EVALUATIONS**

- A. If the contract is awarded, it will be to the lowest responsible and responsive Bidder as defined under Illinois law and the provisions of 105 ILCS 5/10-20.21 meeting the specifications and requirements as determined by the District. Price will not be the sole criterion. The District will use, but will not be limited to, the determination listed under the Evaluations for Proposal section of this document. The District will consider, in addition to other criteria, the proven ability of the Bidder to satisfactorily perform custodial services.

## **11. Statement of Qualifications**

**Specific Requirements: Bidder shall provide a qualification statement including the specific information and supporting documentation listed below. Failure to include the qualification statement or submission of an incomplete qualification statement may result in rejection of the Bid as nonresponsive:**

- A. A minimum of five (5) educational environments (preferably some of which are high school setting) for whom the Contractor is currently providing custodial /cleaning services where production employees are on the Contractor payroll. If any, include organizations of similar size and scope as that of District 205. For each of the five (5) or more, include organization name and address, name and telephone number of the client, contract administrator and the service performance date (s).
- B. **Evidence of experience in providing custodial services and management of the size and scope as described in this RFP; including but not limited to experience in providing quality personnel, staff training and development programs and clean, safe and efficient facilities.**
- C. Information about the Contractor's organization and background, including but not limited to:
- General company history and background, including longevity in education cleaning/contracting, grounds maintenance, and maintenance performance. A minimum of five (5) years' experience in the educational environment is required
  - Names, qualifications, education and experience of the personnel to be assigned to the District in management and supervisory capabilities
  - Descriptions of benefit plans available to the Contractor's employees assigned to the District
  - A current CPA audited financial statement of your most current fiscal year and one year prior
  - Motivation programs and other management and production personnel support systems
  - Training and in-service education
  - Computerized Maintenance Management System
  - Provide a list of customers for whom the company is currently providing custodial service where employees on the Bidder's payroll are actually providing the housekeeping and other services.**
  - Written custodial/cleaning standards, procedures, schedules and records
  - "Green" cleaning procedures and products which will be used at the District
  - The District recognizes work for stability is essential to perform the Contractor's responsibilities in a timely and satisfactory manner. The Contractor is responsible to minimizing employee turnover. Summarize employee turnover in school environments for managers and production workers, for the most current (12) month period possible.

## GENERAL OVERVIEW

### 1. School Location, Address and Total Square Footage

School	Address	Type	Grades	Sq. Footage
Admin	501 7 <sup>th</sup> Street	Administration		142,225
Auburn	5110 Auburn St.	High	9-12	308,618
Barbour	1506 Clover Ave.	Elementary	K-8	84,000
Beyer	333 15th Ave.	Early Childhood/Elementary	EC-5	50,357
Bloom	2912 Brendenwood Rd.	Elementary	K-5	68,631
Brookview	1750 Madron Rd.	Elementary	K-5	55,694
Carlson	4015 Pepper Dr.	Elementary	K-5	54,384
Cherry Valley	6754 Armer Dr. 61109	Elementary	3-5	86,283
Conklin	3003 Halsted Rd.	Elementary	K-5	49,380
Constance Lane	620 Gregory St. 61104	Elementary	K-5	86,283
East	2929 Charles St.	High	9-12	353,664
Eisenhower	3525 Spring Creek Rd	Middle	6-8	156,417
Ellis	222 S. Central	Elementary	K-8	99,600
Fairview	512 Fairview Ave.	Early Childhood	EC	48,360
Flinn	2525 Ohio Parkway	Middle	6-8	158,727
Froberg	4555 20th Ave.	Elementary	K-5	48,786
Gregory	4820 Carol Ct.	Elementary	K-5	55,506
Guilford	5620 Spring Creek Rd.	High	9-12	288,771
Haskell	515 Maple St.	Elementary	K-5	46,761
Hillman	3701 Greendale Dr.	Elementary	K-5	66,053
Sterling Holley	2000 Christina St	Transportation/Warehouse		83,376
Jefferson	4145 Samuelson Rd	High	9-12	304,058
Johnson	3805 Rural St.	Elementary	K-5	51,172
Kennedy/Wilson Aspire	520 Pierpont Ave.	Middle	4-8	142,889
Lathrop	2603 Clover Ave.	Elementary	K-5	49,379
Lewis Lemon	1993 Mulberry St.	Elementary	K-5	70,151
Lincoln	1500 Charles St.	Middle	6-8	179,286
Montessori at Marsh	2021 Hawthorne Dr.	Elementary	K-5	81,726

Marshall Middle	4664 N. Rockton Rd.	Middle	6-8	138,890
McIntosh	525 N. Pierpont Ave.	Elementary	K-5	52,373
Marshall Elementary	4704 N Rockton	Elementary	Pre -6	54,553
Nashold	3303 20 <sup>th</sup> St.	Elementary	3-5	44,560
Page Park	5949 Safford Rd.	Alternative	Sped	44,730
RESA	1800 Ogilby Rd.	Middle	6-8	146,270
Riverdahl	3520 Kishwaukee St.	Elementary	K-5	74,183
Rolling Green	3615 Westgate Parkway	Elementary	K-5	114,636
Roosevelt	978 Haskell Ave.	Adult Ed/PIC		154,708
Spring Creek	5222 Spring Creek Rd.	Elementary	K-5	54,817
Summerdale	3320 Glenwood Ave.	Early Childhood/Elementary	EC	47,185
Washington	1421 West St.	Elementary	K-5	115,640
Welsh	2100 Huffman Blvd.	Elementary	K-5	81,758
West	1900 N. Rockton	Middle	6-8	240,997
Westview	1720 Halsted Rd.	Elementary	K-5	59,096
Whitehead	2325 Ohio Parkway	Elementary	K-5	75,534
Operations	5052 28 <sup>th</sup> Ave.	Administration		66,168
Stadium 1	5620 Spring Creek Rd.	Field		1,909
Stadium 2	5110 Auburn St.	Field		1,909

## 2. **General Guidelines and Definitions**

- A. The Contractor is expected to perform and maintain a “Level 1” standard of cleaning and maintenance in all restrooms, kitchens and Executive Suite at 501 7<sup>th</sup> street, Administration Building, “Level 2” standard of cleaning in all public spaces and “Level 3” for all back of house areas as identified and defined by the Association of Higher Education Facilities Officers (APPA) in **Operational Guidelines for Educational Facilities: Custodial, Third Edition, 2011, and updates.** This is a nationally accepted standard for institutions of higher learning.

### **Level 1- Ordinary Spotlessness**

- Floors and base moldings shine and /or are bright and clean; color area fresh. There is no build up in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smidges, or fingerprints. Lights all work and fixture are clean.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

**Level 2- Ordinary Tidiness**

- Floors and base moldings shine and /or are bright and clean. There is no build up in corners or along walls, but there can be up to two days of dust, dirt, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observations.  
Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

**Level 3-Casual Inattention**

- Floors are swept or vacuumed clean, but on close observation there can be stains. A buildup of dirt and /or floor finish in corners and along walls can be seen.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable upon close observations.
- Washroom and shower fixtures and tile gleam and are odor-free. Supplies are adequate.
- Trash containers and pencil sharpeners hold only daily waste, are clean and odor free.

In order to meet the APPA Level 1, Level 2 and Level 3 standards, Custodial Role-Job Description and Duties pt. 12 in General Overview of this RFP, specifies the cleaning requirement and frequency to be performed by Contractor. Some specific tasks described therein may not pertain to the current Service Areas where Contractor is to perform custodial services, but may become applicable if additional services areas are added.

- B. District will provide all paper products (toilet tissue and paper towel), trash liners, sanitary products, and liquid hand soap, along with dispensers to hold these products.
- C. District will provide light bulbs, filters and batteries for each location; orders will be submitted by Contractor to the District through work order system; the installation on most of these supplies will be installed by the Contractor.
- D. District will provide pool chemicals, tools and equipment to operate the eleven (11) pools in operation.
- E. District will provide ice melt and softener salt for all district locations.
- F. District will provide and maintain snow removal equipment i.e. shovels, salt spreaders, snow blowers for each district location.
- G. Operating hours for district buildings are as follows:
  - a. Early Learning, Elementary and Middle Schools 6a.m. to 10:30p.m.
  - b. High Schools M-F 24/5 Extended weekend hours are dictated by Athletics and Events
  - c. Administration M-F 6a.m. to 10p.m.
  - d. Transportation M-F 4:30 a.m. to 10p.m.
- H. **Custodial positions and shifts are listed below. The District has a right to change these shifts as needed.**
  - a. First Shift: 5:30a.m. to 2p.m.
  - b. Mid Shift: 11:00a.m. to 7:30p.m.
  - c. Second Shift: 2p.m. to 10:30p.m.
  - d. Third Shift: 10:30p.m. to 7:00a.m.
  - e. Event Custodian 6:00 a.m. to 2:30 p.m. M-F
  - f. Stadium Custodian 2:00p.m. to 10:30p.m. T-S

- I. Staffing: 208.5 FTEs have been required to maintain the cleanliness standards in this Agreement. The exact number of personnel is not required in this RFP. However, the contractor must meet all standards of cleaning in addition to meeting the obligation of operating hours required.
- a. Custodial production staff are to be assigned no more than 28,500 square feet in an 8-hour work shift.
  - b. High Schools are required to have an event custodian, stadium custodian (Auburn and Guilford), pool mechanic, day and night leads, staff to support breakfast and lunches as well as the appropriate number of cleaning staff to maintain the standards in this Agreement.
  - c. Middle Schools are required to have both day and night leads, pool mechanic, staff to support breakfast and lunches as well as the appropriate number of cleaning staff to maintain the cleaning standards in this Agreement.
  - d. Elementary Schools are required to have both day and night leads, staff to support breakfast and lunches as well as the appropriate number of cleaning staff to maintain the cleaning standards in this Agreement.
  - e. Early Learning Schools are required to have both day and night leads, staff to support breakfast and lunches as well as the appropriate number of cleaning staff to maintain the cleaning standards in this Agreement.
  - f. Nashold Early Learning School requires two additional FTE to support parking lot duties in all-weather situations.
  - g. Administration Buildings: are required to have both day and night leads and cleaning staff to support the standards in this Agreement.
- J. Contractor is required to furnish all labor for snow and ice removal for all district sidewalks and walkways leading to and from district buildings. See section “General Maintenance, Guideline and Standards”. Section “9.”
- K. Contractor is required to furnish 1 toolbox with the essential tools for each site. See section “N” for specification.
- L. Contractor must supply a plan for implementing the terms of this Agreement. Plan shall include extra management and training personnel for the start-up period in each building. Training of personnel must be enumerated. Plan must be approved by the District before start and must prove adequate during start-up period. If approach is inadequate, as determined by the District, the Contractor at his/her expense must add additional personnel, or time.
- M. Contractor must supply upon request; history of training and development of staff.
- N. Contractor must supply detailed information regarding contractor’s quality control program.
- O. Contractor must supply submission of best practice of floor care training procedures related to wood floors; tile floors; concrete and terrazzo floors; include employee with experience gained from this training.
- P. Contractor must supply turnover rate of his/her cleaning and supervisory staff; provide remedial training process.
- Q. Contractor must supply the number of employees presently employed.
- R. Contractor must supply a day to day task list of what is expected by employee’s; prioritize in order of high importance to low importance.
- S. Contractor must provide to the District the requirements and expectations in place for current employees within the company related to the following positions and operations:
- a. Pool Operation

- b. Management and/or Supervisory
  - c. Small Maintenance –light bulb change; reading equipment (pools, boilers, playground etc.
  - d. Snow Removal Process
  - e. Summer Top/Down Cleaning
  - f. Provide current chemical list; along with chemical use, Safety Data Sheets (SDS) and training.
- T. Contractor must supply a list of all subcontractors and suppliers of materials to be employed by him/her on the project. Also, names and addresses of said companies.
- U. Contractor must supply the types of equipment currently on hand, along with a preventative maintenance program and longevity of the equipment; a “start-up” plan for this contract in quantity and types, and financial resources to acquire equipment needs identified by RPS at each location.
- V. The Contractor is required to support the District’s recycling program on a daily basis. Comingled recyclable bins are located throughout the buildings. The Contractor shall dispose of all recycling materials separate from trash/refuse collection into the separate recycling dumpsters located at each site.
- W. Contractor is required to have a solid process for custodial staff to communicate building issues between shifts.

### **3. General Rules**

- A. A no tobacco use (includes chewing tobacco, e-vapor products and snuff) policy is in effect **at all times** for all areas on school property.
- B. The consumption of drugs, or alcoholic beverages by the Contractor’s employees, or any subcontractor’s employees, shall be prohibited on the District’s property. The Contractor shall remove from the site, any employee or employee of a subcontractor, who is vulgar, offensive, or who is under the apparent influence of drugs or alcohol, or who otherwise fails to comply with District’s rules regarding on-site conduct.
- C. Firearms, knives, and any other weapons are not allowed on school property. This includes weapons stored in vehicles on District property.
- D. Cell phones are only used during breaks and lunch; or emergency situation. All I-pods, MP-3 players and/or other music type devices will be used after building is unoccupied by the community, staff, teachers and students; and the employee will only use the player in a safe manner.
- E. All Contractor’s personnel shall park their personal cars in the areas designated by the Building Principal and affix such windshield stickers as may be required and furnished by the school district; personal cars will not create an egress issue.
- F. Contractor and contractor employees, principals, officers, agents and representatives shall comply with all District policies while on property owned by the District.

### **4. Standard of Performance**

- A. The Contractor agrees to use its best efforts, skill, diligence, judgment and abilities to perform the Custodial Services specified in the Statement of Work in accordance with the highest standards of Contractor’s profession or business which at a minimum shall equal the “**Level 1**”, **Level 2**” and “**Level 3**” standard of cleaning as defined by APPA as detailed in the Statement of Work. And in compliance with all applicable national, federal, state and municipal, laws, regulation, codes, ordinances and orders and with those of any other body or authority having jurisdiction.

### **5. Quality Control and Personnel**

- A. The Contractor agrees to maintain a staff of properly trained and experienced personnel to ensure consistent, efficient and satisfactory performance under this Specification. Contractor shall consistently maintain the staffing levels set forth in this Specification despite seasonal fluctuation in the use and activity at the service

areas. The staff training to be provided by Contractor shall, at a minimum, provide each Contractor employee with the following training both within the first week of employment as well as on an ongoing basis: (1) training related to proper cleaning procedures and techniques, (2) all training required under the Occupational Safety and Health Administration's (OSHA's) Hazardous Communication Standard (29 CFR Section 1010.1200) including but limited to; two hours annually of Asbestos Awareness Training and Blood Borne Pathogen and Right to Know Law, (3) training related to safety (including safe work practices and Personal Protective Equipment), (4) training related to emergency procedures, and (5) any other training necessary to ensure that Contractor's employees, agents and sub-contractors maintain compliance with all applicable local, county, state and federal ordinances, orders, rules, laws, regulation and statutes as well as applicable rules, policies and procedures adopted or approved by the District and its Administration.

- B. Contractor shall also have available ten (10) back-up personnel for times of staff shortage due to vacations, illness and inclement weather to ensure performance under the contract and as defined in the Statement of Work.
- C. The Contractor shall provide personnel who are physically and emotionally competent to perform the work required by this contract. All persons employed by the Contractor and any subcontractors employed by the Contractor, shall at all times be under the control of the Contractor while on the premises during their assigned shift.
- D. Contractor shall maintain roster sheets listing each and every employee assigned to District's premises and supply the District's Custodial Manager with updated information no later than the fifth working day of each calendar month during the term of the contract.
- E. Contractor shall perform a quarterly check of employees on the Statewide Sex Offender Database (<http://www.isp.state.il.us/sor/sor.cfm>) and the Statewide Murderer and Violent Offender Against Youth Database (<http://www.isp.state.il.us/cmvo/>) and send a copy of the report findings to the District Custodial Manager or designee.
- F. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, integrity, and shall be responsible for taking such disciplinary actions with respect to their employees as may be necessary.
- G. The District may, following consultation with the Contractor, require dismissal from work any employee they deem incompetent, insubordinate, unsuitable or otherwise objectionable.
- H. Should an employee of the contractor quit or be terminated, it is the responsibility of the contractor leadership team to see that any District property, e.g. building keys, and District issued identification be obtained or removed from terminated employees before they leave school property on the last day of employment.
- I. The Contractor shall provide to the District evidence of an acceptable Drug and Alcohol Surveillance/Testing Program and with evidence of its compliance with the Drug Free Workplace Act.
- J. The Contractor shall provide to the District information for all employees assigned to work in District buildings including full name, address and identifying numbers. The Contractor shall, at its cost and prior to the first day of employment for each employee assigned to work at the District including replacement employees, submit the names of its employees assigned to the District for a criminal history records check pursuant to the provisions of 105 ILCS 5/10-21.9. The Contractor shall resubmit employee information quarterly during the existence of the Agreement for additional criminal history records check. The District will invoice the Contractor \$38.50 per each criminal history records check performed. The Contractor shall be invoiced for such costs; however, in the event such invoices are not paid within the time required on the invoice, the District may deduct the total invoice from any amount thereafter to become due to Contractor from the District.



- K. The Contractor shall not discriminate against any employees or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, disability or age. Breach of this covenant will be regarded as a material breach of the Contract.
- L. The Contractor shall in all solicitations or advertisements for employees placed by them or on their be-half, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or age.
- M. Personnel furnished by the Contractor will perform the functions included in this contract and shall be employees of the Contractor.
- N. All contract service employees must be able to speak, read, and write English.
- O. The District will not limit work classifications to those listed in the Essential Roles and Responsibilities. The Contractor may determine that other job classifications may best serve the District and should make those recommendations. All changes in the Essential Duties and Responsibilities must be approved in writing by the District's Custodial Manager or designee.

**6. School Closure**

- A. If the District determines that it is necessary to discontinue the normal use of a building because of work stoppage by District employees, fire, wind storm, damage to the building, casualty, pandemic, event of nature, or building closure, the District will inform the Contractor of the date on which cleaning services are to stop. The Contractor shall stop service on that date.
- B. When school is closed for snow, extreme weather, work stoppage, or other emergencies, the Contractor is required to work. If Contractor's employee(s) does not work, the Contractor will reduce the next possible monthly invoice accordingly.
- C. The District will inform the Contractor of any permanently closed schools locations and openings of new locations in a timely manner.

**7. Performance Evaluation**

- A. The Contractor is expected to collaborate with the District's Sr. Custodial Manager and support cleanliness goals set forth by the District and evaluated in the monthly custodial cleanliness survey.

**8. Special Cleaning and Circumstances**

- A. Contractor is required to support all District initiatives regarding extra cleaning protocols and demands as it relates to Coronavirus or any other infectious diseases. Extra cleaning and sanitizing surfaces will include but not limited to the use of electrostatic sprayers.
- B. Contractor is required to supply cleaning check lists for all classrooms and restrooms district wide. Cleaning check lists are to be filled out on a nightly basis and forward to Sr. Custodial Manager or designee on a monthly basis.
- C. Contractor is required to submit a plan for emergency cleaning as it relates to Coronavirus or any other infectious diseases.

**9. Quality Assurance Inspections and Surveys**

- A. The Contractor is expected to address and rectify all concerns expressed by the District or its employees within three days.
- B. The District invites its principals and building champions to participate in a monthly custodial survey. The District's cleanliness goals are to achieve 80 % of buildings to score a 4.0 or higher on a 5-point scale. For each month the contractor does not meet this goal, the Contractor will issue a credit on the following monthly invoice. A penalty fee will also be charged for every site scoring at or below a 3.0. see "Deductions and Penalties".

- C. Contractor's managers are responsible for inspecting each location and submitting a follow up report on a monthly basis to ensure the terms of this Agreement are upheld. A mandatory monthly meeting with the District's Sr. Custodial Manager or designee will occur to review the inspection reports and scores.
- D. A full inspection of each facility is to be performed by the Contractor's management team prior to the start of each school year.

**10. Environmental Statement and Responsibility of Contractors and Subcontractors**

- A. The Contractor agrees to pay all clean-up costs and other costs related to any environmental hazard created by means of release, spill leak or any other means of contamination caused by accident or negligence.
- B. The Contractor agrees to properly dispose of all product(s) and/or material following EPA, state and local applicable laws and regulations.
- C. The Contractor shall be responsible, if required, to purchase the proper permits and notify the proper authorities prior to commencing said project, or should a "release" take place, to notify proper authorities of any such release.
- D. The Contractor shall use the District dumpsters for any material generated by the District activities only.
- E. The Contractor shall keep on hand in every custodial office a "GHS" Globally Harmonized System" handbook (replacing the MSDS method); kept in alphabetical order and easily accessible for all chemicals purchased and used by the Contractor.
- F. The Contractor shall submit verification and confirmation of the above.

**11. Security**

- A. All School District RPS-205 buildings are equipped with a fully monitored electronic security system. It will be the Contractor's responsibility to train employees on the proper usage of this system. **Failure to do so shall result in the Contractor being responsible for any fees or fines imposed by local police/security and fire agencies.** It is the Contractor's responsibility to ensure strict security of District property while the Contractor is on site.
- B. The Contractor is responsible to ensure all lead custodians are trained to support District fire drills at all sites.
- C. The Contractor is responsible for all District furnished keys and keyless access cards. Should keys become lost, stolen, or destroyed the Contractor will bear the cost of replacement keys and re-keying of all applicable locks. All requests for keys will be submitted to the District Facilities Department. Duplication of District keys is strictly prohibited. Non-supervisory contractor personnel will not take district keys off site.
- D. The Contractor is responsible for informing the District Sr. Custodial Manager of all employees who separate employment in a timely manner (within 24 hours of termination/separation); all information related to the employee, along with district keys/access cards will be submitted to the District the following day or followed after the weekend.
- E. The Contractor will maintain the security of the buildings, supervision of any security system, its engagement and disengagement. The security will include the monitoring of the building, which must include the active cooperation of the staff and administration. In any off duty hours, the Contractor will secure the building and engage the alarm system following the District process & procedures. Additionally, custodial staff will report abnormal conditions as well as all "troubles" and "supervisory" alarms for repair to their immediate supervisor, who will then submit a work order.
- F. A key checkout process and procedures shall be communicated to all Contractor employees. Failure to follow the key checkout process will incur a cost to the Contractor by the District at the rate of \$25.00 per key.
- G. Doors are to be locked before, during and after an area has been used or cleaned. Previously locked exterior

doors and windows must be double checked upon staff exit. Exterior doors shall remain closed and locked unless school activities require access. Doors shall be locked and windows closed immediately after the activity.

- H. Reporting immediately by telephone to the District's Sr. Custodial Manager or designee of problems and/or emergencies such as, but not limited to: broken locks, damaged doors or windows, unauthorized personnel, fire, water intrusions and/or unusual odor.
- I. Custodians are not allowed to use their personal cell phones while working.

## **12. Use of Premises**

- A. The District will furnish electricity and water.
- B. Limited storage space will be made available to the Contractor for the storage of equipment used in the performance of work under the Contract. It is the Contractor's responsibility to maintain the space in a clean and orderly manner. The Contractor shall confine his equipment and the operation of his personnel to the areas defined in these specifications.
- C. The Contractor shall complete the cleaning of the building listed herein in a manner, which will not interfere with other scheduled activities of the District.
- D. The night cleaning shall be performed between the hours of 2:30 p.m. and Midnight, Monday through Friday; Night Porters will begin no later than 2:30 pm.
- E. The pool cleaning shall be performed between the hours of 5:30 a.m. to 11:00 p.m.; Monday through Friday; maintenance custodian will begin no later than 5:30 a.m.
- F. The Contractor shall be responsible for the repair of damage to the building interior or exterior, caused by Contractor employees or in connection with equipment being used. All such repairs shall be made to the satisfaction of the District.
- G. The Contractor's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other areas for breaks and/or lunch periods.
- H. The Contractor shall insure that employees do not use any office equipment, computers, radios, PA systems, TV's, VCR's or equipment or facilities located in the buildings other than equipment assigned or provided to Contractor by the District.
- I. Telephones shall be used for business or emergency uses only. No personal phone calls of any kind.
- J. The Contractor's employees will carry building radios at all times; any radio lost or damaged while used by the contractor; the Contractor will be responsible for the replacement of this equipment.
- K. All Contractor employees and representative shall park their personal cars in the areas designated by the Building Principal and affix such windshield stickers as may be required and furnished by the school district; personal cars will not be placed in a location which creates an ingress or egress issue.
- L. At each school, phone access will be provided for emergency and district business use only.

## **13. Custodial Team**

The custodial contractor plays an essential role in cleaning and supporting each District site. Duties and responsibilities of all custodial personnel are identified below. Contractor's duties, schedules, tasks and number of custodial staff is subject to change based on school's individual schedule and demand. District has the right to adjust cleaning schedules and number of custodian as necessary to ensure cleaning standards are maintained.

The Contractor shall consider providing competent and sufficient supervision as necessary to satisfy the specification and requirements of this Request for Proposal and Contract.

The Contractor shall provide the District and Sr. Custodial Manager with a list of all supervisory personnel including the cellphone numbers where each person may be reached at all times. In addition, the Contractor will provide the contact supervisor/project manager assigned to the District with a cell phone

**A. Pool Maintenance Custodian-Job Description**

This individual is responsible for the operation of the pool and the areas associated with the pool including; drinking fountains, drains, pool deck, removal of trash and bleacher clean up etc. All areas must be cleaned, sanitized and disinfected daily. Pool chemical dispensing and daily record keeping related to chlorine and bacterial levels are kept in a daily log book and submitted to RPS Facilities twice daily. Pool Mechanics are required to notify the District's Plumbing Department when chemistry is starting to become depleted and to work one weekend every five weeks on a rotating schedule to accommodate District pools being closed for shocking.

This individual is responsible for daily water softener check, daily maintenance of brine tanks with the correct level of solar salt, boiler readings, ceiling tile, filter changes and light bulbs throughout the building; and ensuring trash inside and out is maintained. They report all building deficiencies to the building secretary to create a work order to ensure timely communication to facilities helps direct work to your location. They oversee the cleanliness of our boiler, electrical and receiving rooms to ensure they are clutter free and are accessible from others within the district to complete work. They have the knowledge to replace toilets seats, toilet paper holders and all product dispensers. They are responsible for snow removal in a timely manner. The District has the right to add or delete tasks from this list.

**B. Day Porters-Job Description**

This individual is responsible for the operation of the building during the day, ensuring the building is open and the learning environment is clean and ready for all students, faculty, staff and guests. This person performs all housekeeping function and duties listed under these Specifications, Monday through Friday between the hours of 5:30a.m. and 2:00p.m. These hours may change at District's request.

The Day Porter is the go in person if assistance is needed with moving furniture, event set up, filter changes, snow removal and/or emergency requests related to bodily fluid clean-up such as vomit, feces, blood or spills. The Day Porter oversees the breakfast & lunch duties related to trash removal, spills, cleaning and disinfecting cafeteria tables, sweeping or mopping in-between breakfast & lunch periods; they are walking the halls removing debris and checking in all restrooms to ensure supplies are stocked properly and reporting any deficiencies related to working restrooms. They oversee the cleanliness of the windows; drinking fountains, door handles and ensuring finger prints and other material are removed from these areas to provide a welcoming environment. They have the knowledge to fix and repair lockers and expected to keep daily logs/records for boilers and brine tanks. The Day Porter custodian is responsible to ensure supplies to support the day to day operations related to custodial are ordered and delivered in a timely manner by communicating with their field supervisor. The District has the right to add or delete tasks from this list.

**C. Night Porter –Job Description**

This individual is responsible for the operation of the building during the evening; to ensure the building is secured and the learning environment is ready to go prior to school opening the next morning. The night lead is responsible for cleaning a designated area in the event an area is being used and they are responsible to collaborate with night staff to get areas cleaned in a time frame and gather everyone to clean areas in use by the time they leave.

They are responsible for cleaning, sanitizing and disinfecting hard surfaces, along with trash removal, stocking and restocking all soap, toilet paper and paper towel dispensers, along with vacuuming too. The District has the right to add or delete tasks from this list.

**D. Event Custodian-Job Description**

This individual is the go to person for all sports and events. This person is available to support all event set up or other events and/or emergency requests related to bodily fluid clean-up such as vomit, feces, blood or spills. They have the knowledge to fix and repair lockers.

They are responsible for snow removal in a timely manner. They are responsible for cleaning the auditorium, gym, bleachers and locker rooms. This individual is responsible for ensuring restrooms are stocked before and after events. They oversee the cleanliness of the windows; drinking fountains, door handles and ensuring finger prints and other materials are removed to provide a welcoming environment. They oversee the field houses and gym areas to ensure these areas are ready to go the next day. The District has the right to add or delete tasks from this list.

**E. General Custodian / Sub Custodian/Third Shift Custodian-Job Description**

This individual is responsible for cleaning a large area; these are areas related to the learning environment- classrooms, restrooms and areas leading into these areas. They are responsible for cleaning, sanitizing and disinfecting hard surfaces, along with trash removal, stocking and restocking all soap, toilet paper and paper towel dispensers, along with vacuuming. They are able to perform bodily fluid clean-up such as vomit, feces, blood or spills. They are responsible for snow removal in a timely manner. They oversee the cleanliness of the windows; drinking fountains, door handles and ensuring finger prints and other material are removed to provide a welcoming environment. This individual is responsible for Field Houses are swept and auto scrubbed nightly. The District has the right to add or delete tasks from this list.

F. Management- The Contractor shall provide competent and sufficient supervision as necessary to satisfy the specifications in the contract. All members of the management team will be required to answer each call from the School District designee within thirty (30) minutes of the time the call is placed. Failure to answer the call within (30) minutes will be considered non-compliance and will be assessed a penalty as provided for in the “Deductions and Penalties”.

- a. Must be able to fluently communicate in English
- b. Must be able to use a computer for minor tasks, be able to access and use the District’s work order system and communicate via text and email.
- c. Should be a working supervisor
- d. Must have experience supervising cleaning and maintenance staff
- e. Shall cooperate fully with the District administrators and designee

- f. Shall be available for inspection of the Facilities at time other than during working hours when requested
- g. Shall support line custodians to obtain the proper supplies and installation of HVAC filters and lightbulbs

**G. General Manager**

**This position is** responsible for ensuring custodial supplies are ordered in a timely manner and par levels are maintained, works directly with the District's Director of Security and Sr. Custodial Manager to ensure all District policies and practices outlined in this Agreement are upheld. The General Manager ensures that Day and Evening managers are inspecting, reporting and documenting custodial concerns and providing follow up and guidance when needed. The General Manager is available 24/7 for emergencies and support.

**H. Day Managers**

This position shall ensure morning staff is in place and buildings are opened on time. The Day Managers coordinate event set-ups, coverage of school functions, weekend activities, project cleaning and any other special needs as the District requires. The Day Managerial role is responsible for obtaining supply orders and ensuring stock par levels are maintained, support filter changes and have a working knowledge and interest in the buildings. Day Managers are available 24/7 for emergencies and support.

**I. Evening Managers**

Evening managers are responsible for ensuring that proper cleaning standards are maintained, performing visual inspection on a rotating basis and providing guidance where cleaning opportunities arise. The Evening Manager shall ensure that each building staff, vacancies are covered and buildings are properly secured at the close of the shift.

**J. Custodial Equipment Mechanic:**

This individual oversees all custodial equipment to ensure equipment is operational and in safe working order and provide site support for filter changes.

**K. Custodial Trainer:**

Oversees the custodial training and recruitment to ensure FTE levels are maintained and hourly staff is trained prior to servicing the buildings. This person ensures policies and procedures are followed to ensure a safe working environment is maintained.

## **OPERATING PRACTICES**

**1. Operating Requirements of Contractor-Statement of Work**

- A.** The Contractor shall furnish all labor; and provide cleaning material, chemical supplies and equipment for required staffing and sub-pool staffing plus performance of duties at District sites as required per the specifications for the 45 sites listed in Appendix "A" located in the submission category.
- B.** All such cleaning materials, chemical supplies, and equipment shall be listed and submitted to the District for approval prior to each year the contract is in effect.
- C.** The Contractor will not make any structural changes to the custodial office, building or custodial closet without preapproved by the District Facilities department through a work request.
- D.** Contractor leadership team shall ensure that employees under their supervision at no time tampers with or removes the personal property of teachers, staff and students as well as property and equipment owned by the District.
- E.** Proposed cleaning chemical products should be a concentrated one-step multi-purpose, hydrogen peroxide based cleaner/degreaser. Must be EPA registered as a Sanitizer/Virucide with a minimum 1 year shelf life. The product must also contain similar physical characteristics such as: low VOCs (below .05% Green Seal Standard), biodegradable, neutral pH and non-flammable.  
Cleaning equipment in the quantity and quality specified necessary for the efficient cleaning operation must be provided by the contractor as part of this RFP. All equipment must be **new** as shown in section; General Maintenance, Guidelines and Standards, Section 10., Custodial Equipment
- F.** The Contractor must respond to emergency calls within two (2) hours of the incident, such as flood or special cleanup during off hours. The Contractor must have a procedure in place to make key personnel available during any emergency and non-emergency situations. Such procedure shall be filed with the District prior to the commencement of work.
- G.** All workers and management personnel shall be experienced in the particular work on which they are employed. All work shall be completed in a neat and professional manner. Non-compliance with the terms of this Specification can result in either the cancellation of the Contract, or the District authorizing the work to be completed by others at the Contractor's expense. In the event of cancellation, the District shall not be obligated in any way to compensate the Contractor for any work undertaken in a defective manner.
- H.** Contractor employees will assist in the set up for approved functions and events whenever required.
- I.** Contractor shall provide communication devise, such as wireless phones and or pagers for Contractor's personnel assigned to district buildings for day or weekend coverage to ensure prompt and reliable response to request or trouble calls. Contractor shall be capable of receiving work orders, complaints and email capabilities.
- J.** All lights are to be turned off except where cleaning employees are present. Contractors' supervision must enforce this item.
- K.** Trash liners, supplied by the District, shall be required in all areas.
- L.** All trash shall be placed in dumpster at trash pickups and the lids shall be kept closed. The District has an extensive Recycling Program which consists of separate containers in each areas and a separate dumpster at each building. Recyclable trash is to be placed in Recycle dumpster.
- M.** Night setback temperatures will apply for Contractor's working times in winter, no mechanical cooling, and minimum mechanical ventilation will be provided.
- N.** Waste water from floor cleaning is to be disposed of in toilets.
- O.** Trash is not to be left in custodial carts or in classroom or offices. Trash should be picked up on a daily basis from all interior rooms and exterior grounds and waste cans-this includes all fields and parking lots. Grounds pick up for District stadiums are included in this RFP.

- P. Exterior premises near trash and recycling dumpsters are to be kept in an orderly and clean manner with no trash or recycling material on the ground.
- Q. Equipment owned/ titled by the District and will be operated and maintained by Contractor. Equipment includes but not limited to:
  - a. Three (3) Tennant T-16 Battery Powered Rider Scrubbers, standard with option EC-II20 (Field Houses)
  - b. Three (3) Rubbermaid Flat Bed carts
  - c. Three (3) Tennant wet/dry vacuums
  - d. Three (3) Tennant model 6100 Sub-Compact Battery Powered Rider Sweepers (Field Houses)
  - e. Five (5) Victory hand held Electrostatic Sprayers (1 for each EC, Wilson Aspire)
  - f. Seventy-seven (77) Victory back pack Electrostatic Sprayers (2 per school)
  - g. One (1) Advance Walk Behind Automatic Scrubber (Sterling Holley)

## **2. Training**

- A. The Contractor shall provide all training, articles, training materials, operations and/or methods required or necessary for their day to day operation, summer cleaning and snow removal.
- B. A training program for the contractor's employees shall be conducted by the Contractor at least twice a year and shall include information regarding required standards of sanitation, housekeeping and the care of facilities and equipment. The in service training shall take place during the summer, winter or spring break while school is not in session.
- C. In Service training shall be broken into two sessions to ensure district buildings have staff overseeing the building at all times.
- D. Copies of documented training shall be forwarded to the District's Sr. Custodial Manager on a semi-annual basis.
- E. The District has the right to request removal of any contractor's employee who fails to meet the behavioral, work standard or ability set forth by the District.

## **3. Contractor's Staff Breaks & Lunch**

- A. All day and night porters, event custodian and maintenance custodians shall be full time with a work day of 8 hours with an additional ½ hour unpaid lunch and two (2) paid 15-minute break period free from duty **onsite** for a total of 9 hours. Each shall work a minimum of 248 days of the contract.
- B. All part-time custodians shall work 4 hours; and receive one (1) paid break period free from duty onsite for a total of 4 hours. They shall work a minimum of 176 days of the contract.
- C. The Contractor's employees shall take breaks and lunch periods in designated areas. Under no condition shall employees utilize offices or other areas for breaks and/or lunch periods.

## **4. Summary of Operations**

**The Contractor is expected to perform work 248 days with 176 of those days being student attendance days.** The contractor shall follow the prepared work schedule outlined by the District; the Contractor will work with the District Custodial Manager or designee to submit a designated floor plan for each employee by location three months after they are awarded the contract. It shall be the responsibility of the Contractor ensure the cleaning schedules all areas of the building and that coverage is provided in cases of absenteeism and emergencies.

- A. Cleaning hours to be established at the convenience of the District and scheduled not to interfere with use of buildings. Cleaning schedule must be coordinated with work around classes, activities, athletic events, meetings, and other uses of the building during the morning, afternoon or evening; holidays, winter and



spring break. The District must approve specific hours and schedule.

- B.** General work to be performed five (5) days each week except for holidays celebrated by the District. The contractor will work approximately 248 days per year, with approximately 176 of those being student attendance days.

The District recognizes the following days as holidays in which District buildings are closed with the exception of special events. The District has the right to change and or exchange non work days.

- Labor Day
- Election Day or Columbus Day
- Veterans Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day

- C.** The Contractor will provide a minimum number of employees and 10 sub-pool employees as outlined in this RFP.
- D.** Vacancies from absent employees will be filled in by trained and qualified employees from Contractor's sub pool.
- E.** All schedules for extra work must be submitted the District's Sr. Custodial Manager and/or their designee, two weeks before work is to commence. Contractor's managers will submit building use form by noon every Friday to the Director of Security with operation hours and custodial contact for the weekends.
- F.** Each school will have a minimum of one (1) Day Porter and one (1) Night Porter custodian. Additional staffing requirements are based on the size and nature of the facility to uphold the cleaning standards outlined in this RFP. Additional staff to include: one (1) Maintenance Custodian, one (1) Event Custodian (high school only), one (1) Stadium Custodian at each stadium. In addition, each school will have night custodians working a designated number of hours and days as needed to provide proper building cleanliness.
- G.** Contractor will provide at a minimum four (4) Field Supervisors; two (2) during the day, (2) at night; one (1) Custodial Equipment Mechanic – split shift; one (1) Custodial Trainer – split shift, along with one (1) Administrative Assistant and one (1) General Manager.
- H.** Custodial services are expected to be performed on 3<sup>rd</sup> shift at high schools to ensure courts and tracks at the Field Houses are maintain nightly and services rendered outside of athletic events.
- I.** The District must approve all schedule changes. Monthly reporting to the District's Sr. Custodial Manager
- J.** The District must approve all schedules changes.

## **5. Uniforms**

- A.** All Contractor personnel must be dressed in a standardized uniform, clearly marked with the Contractor's name.

- B. All Contractor personnel must follow dress codes set forth by Rockford Public Schools administration within the school they are assigned to and be neat and presentable at all times.
- C. Shorts, skirts and open toed shoes are not acceptable.
- D. District issued photo I.D.'s shall be prominently worn by each individual at all times.

## CLEANING STANDARDS AND GUIDELINES

Each facility may vary slightly depending on the activities or specific caveat of the building; or cleaning changes by the Field Supervisor or Day Porter. The Field Supervisor of each facility is responsible for insuring all custodians assigned to his/her facility is trained in full range of custodial duties required at that facility. The Day Porter Custodian is responsible for materials and timely communications between site needs and custodial needs.

### 1. CLASSROOMS, OFFICES, LABS, LIBRARY, AUDITORIUMS -DAILY

- A. Empty waste and recycling containers and return canister to room. Replace liners for food containers daily.
- B. Transport all recycling material to recycling dumpster
- C. **Floor care:**
  - Vacuuming is to be performed as part of the daily routine. All traffic lanes and open areas should be serviced five days a week as part of the normal schedule. Carpeted floors shall be inspected for spots and stains daily. Every effort must be made to remove all carpet stains as soon as possible. Gum and ground in food must be removed immediately; ants and other insects are attracted to these items.
  - All hard surface flooring shall be dusted and damp mopped daily to ensure they are clean for entering students, faculty and staff. Ensure that the entire floor area is cleaned, this means all food debris, crumbs dust, pencil shavings etc., are removed from under student desks and other furniture, corners and edges. Contractor shall ensure that all floor surfaces shall be free of all dust, debris, gum, spill stains, heel marks, and shall be cleaned and buffed to maintain a highly polished surface. Contractor shall give special attention to the proper maintenance of wood and other specialty flooring. NOTE: All custodians are responsible for reporting any damage to floor surfaces as soon as the damage is detected. Immediately report all property damage to the RPS Sr. Custodial Manager.
  - Hard surface floors in Kindergarten/Early Childhood and Elementary Classroom and Special Needs environments are to be sanitized nightly.
- D. Desktops in all locations are to be cleaned and sanitized daily
- E. Desktops and materials in Early Learning environments are to be sanitized between cohorts and at night.
- F. Straighten desk and chairs after cleaning
- G. Sanitize light switches and door handles when exiting the room
- H. **Glass:** General glass cleaning consists of spot cleaning glass surfaces, doors, surrounding glass, show cabinets, glass tabletops etc., to remove finger prints. This process should be a part of the daily cleaning program.

- I. Clean and disinfect drinking fountains.
- J. Clean and disinfect counter tops and sinks in all classrooms and laboratories.
- K. Damp clean chalk residue from rails and surrounding walls daily
- L. Spot clean all internal glass in partition, doors, windows and entryways
- M. Remove cobwebs from ceiling area, window sills and corners of walls and stairwells.
- N. Refill paper towel and soap dispensers in classrooms and labs as needed. Replace broken dispensers as needed.
- O. **Graffiti** is to be removed immediately. The District's Sr. Custodial Manager or designee should be notified if the graffiti is threatening in nature or cannot be removed.

**2. CLASSROOM, OFFICE, LABS, LIBRARY, AUDITORIUMS- CLEANING-WEEKLY**

- A. Wash all visible spots on trash cans and recycling containers.
- B. Dust and damp wipe all horizontal surfaces to 7ft., including sill, moldings, ledges, bookshelves, railings and frames.
- C. **Floor care:**
  - Vacuum entire floor with upright cleaner. All chairs and obstacles are to be moved out of the way to ensure thorough cleaning. Corners and edges must be vacuumed with canister attachments if upright cannot clean to the edges.
  - Hard surface floors are to be cleaned thoroughly and in their entirety including corners and edges.
- D. Dust window ledges near corridors in all classrooms and stairwells.
- E. Spot clean all wall including around trash and recycling bins, classroom entryways etc.
- F. Empty and clean pencil sharpeners; also clean wall area around sharpeners as needed.
- G. Both sides of interior glass under 7ft. including but not limited to: classrooms, offices, libraries, partitions, cafeterias thoroughly cleaned

**3. CLASSROOM, OFFICE, LABS, LIBRARY, AUDITORIUMS- CLEANING- SEMI-ANNUALLY**

- A. High dust above 7ft. all horizontal surfaces, including shelves, moldings, ledges, AV screens and light fixtures and window blinds
- B. Ensure vents are dust free
- C. Clean lab hood
- D. Replace stained and damaged ceiling tiles
- E. Extract carpets
- F. Dust clean baseboards
- G. Clean and disinfect auditorium arm rests

**4. CLASSROOM, OFFICE, LABS, LIBRARY, AUDITORIUMS –CLEANING -ANNUALLY**

- A. High dusting above 7ft. including; window blinds and light fixtures
- B. Strip, seal and refinish all hard surface floors including edges and corners
- C. Damp clean baseboards
- D. Shampoo auditorium seats, whip down arms, legs of seats
- E. Auditorium floors mopped including under seats
- F. Library shelving damp wiped

**5. DOORS, WALLS AND WOODWORK-DAILY**

- A. Smudges on doors, walls and woodwork should be spot cleaned daily

**6. DOORS, WALLS AND WOODWORK-SEMIANNUALLY**

A. Hand prints, grime and dust must be removed during scheduled breaks and summer Top Down cleaning

**7. STAIRS, ELEVATORS, LANDINGS AND HALLWAYS-DAILY**

- A. Hallways are to be auto scrubbed nightly
- B. Handrails are to be disinfected nightly
- C. Stairs and landings should be damp mopped
- D. Walk off carpets and entrance mats vacuumed
- E. Damp wipe and sanitize stairway handrails
- F. Remove gum from floor and carpets
- G. Pick up trash and debris

**8. STAIRS, ELEVATORS, LANDINGS AND HALLWAYS -WEEKLY**

- A. Spot clean walls and exit doors
- B. Removed fingerprints and grime from wall switches, doors, door frames, handles and push plates
- C. Stairs are to be thoroughly mopped or Kivac weekly but may require more frequent mopping during winter months when salt and snow is tracked in.
- D. Vacuum door tracks

**9. STAIRS, ELEVATORS, LANDINGS AND HALLWAYS -SEMI-ANNUALLY**

- A. Clean air supply and exhaust vents
- B. Spot clean and spray buff/burnish all hard surface floors (including but not limited to corners and edges)
- C. Clean dead bugs and debris from light lenses
- D. Replace burnt out light bulbs
- E. Clean door transitions and remove excess salt/ice melt from exterior doorways

**10. STAIRS, ELEVATORS, LANDINGS AND HALLWAYS-ANNUALLY**

- A. Strip and recoat all hard surface flooring
- B. Clean walls and surfaces over 7ft.
- C. Extract carpets
- D. Scrub and refinish hard surface floors including refinish terrazzo following approved District methods

**11. RESTROOMS/LOCKER ROOMS/POOLS (Faculty, public and student) -DAILY**

- A. Clean, sanitize/disinfect and polish all vitreous fixtures- including toilet bowls, urinals and sinks.
- B. Clean, sanitize/disinfect and polish all chrome fittings.
- C. Clean, sanitize/disinfect the top and bottom of toilet seats and urinals
- D. Clean, sanitize/disinfect restroom and shower floors. Drains are to be free of hair and debris.
- E. Pool decks are to be swept and mopped and free of dust and debris
- F. Pool chemistry is to be balanced twice a day and reports forwarded to District
- G. Dust mop all locker room floors
- H. Empty all trash containers and dispose of contents, insert new liners as required
- I. Empty and sanitize interior of sanitary container
- J. Spot clean and sanitize toilet stall partitions
- K. Remove spots, stains, splashes from all wall surfaces
- L. Refill all dispensers to normal limits including; tissue, towels, liners and sanitary products
- M. Remove all soil and soap scum and clean and sanitizes all floor and wall areas
- N. Never reuse water from cleaning restrooms to clean other areas due to cross contamination.
- O. Remove trash from under bleachers on pool deck

P. Disinfect door handles and push plates

**12. RESTROOMS/LOCKER ROOMS/POOLS (Faculty, public and student) –WEEKLY**

- A. Dust vents
- B. Add water to pea trap to prevent odor
- C. Wipe down lockers, benches and horizontal surfaces including tops of lockers
- D. Wash and sanitize exterior of all waste receptacles
- E. Mop and sanitize all concrete floors including corners and edges
- F. Pools are vacuumed and backwashed weekly

**13. RESTROOMS/LOCKER ROOMS/POOLS (Faculty, public and student) –SEMI-ANNUALLY**

- A. Machine scrub floors
- B. Remove lime from all chrome and porcelain surfaces
- C. Damp wipe horizontal surfaces to 7ft.

**14. RESTROOMS/LOCKER ROOMS/POOL (Faculty, public and student) YEARLY**

- A. Scrub floors including “doodle bug” around toilets and urinals
- B. Deep clean grout and tile
- C. Pools are emptied and deep cleaned prior to refilling
- D. Disinfect and sanitize partition between all restroom stalls

**15. BUILDING MAINTENANCE AND GROUNDS –DAILY**

- A. Open all buildings-performing a walk through to inspect for water, gas, lighting, boiler emergencies. Report emergencies immediately to District Custodial Manager or designee
- B. Contractor is responsible for ensuring all doors and windows are shut, locked and secured.
- C. Secure all buildings including all windows and doors.
- D. Remove all trash and debris from district building grounds twice daily- both a.m. and p.m. crew.
- E. Perform a swimming pool chemical check and report daily
- F. Check, document and refill brine tanks
- G. Routinely check for exterior doors that are propped open and remove prop, notifying the District Sr. Custodial Manager or designee
- H. Report all exterior graffiti to District Sr. Custodial Manager or designee

**16. BUILDING MAINTENANCE AND GROUNDS –MONTHLY**

- A. Remove all gum from exterior entrances and concrete areas

**17. BUILDING MAINTENANCE AND GROUND – QUARTERLY**

- A. The Contractor is responsible submitting an inventory of all air handling unit, roof top unit and unit ventilators. Filter orders will be placed by the District based on current inventory levels.
- B. The Contractor is responsible for replacing all filters in all air handling units, unit ventilators, roof top units quarterly. Unit ventilators should be vacuumed and all debris removed prior to replacing filters.
- C. Dirty and used filters are to be discarded after quarterly changes.
- D. Boiler rooms and air handling areas are to be kept clean; floor swept and free of trash

**18. BUILDING MAINTENANCE AND GROUNDS –SEMI-ANNUALLY**

- A. The Contractor is responsible for cleaning interior grease and clay traps and maintaining as needed

**19. SHOP AREAS-DAILY**

- A. Trash is to be pulled from shop trash cans daily

- B. Cardboard is to be broken down and placed in the recycle dumpster
- C. Shop floors are to be swept
- D. Restrooms in the shop are to be cleaned and sanitized with the same cleanliness standard as other locations

**20. SHOP AREAS- WEEKLY**

- A. Main walk ways are to be auto scrubbed weekly
- B. Trash cans are to be cleaned

**21. EATING AREAS-STUDENT AND FACULTY CAFETERIAS, LOUNGES AND STUDY SPACES-  
DAILY**

- A. Cafeteria tables are to be cleaned and disinfected between breakfast and lunch periods. Tables are to be thoroughly clean before storing each evening
- B. Food trash is to be removed from eating areas in a timely manner to avoid pile up and leakage
- C. Clean and sanitize drinking fountains
- D. Empty, clean and sanitize all garbage recycling and trash receptacles
- E. Spot clean interior glass in partitions, doors and all other interior windows.
- F. Damp wipe and sanitize all table tops, booths, seats and framework.
- G. Spot clean walls and edgework next to booths
- H. Spot clean and damp wipe walls near trash cans
- I. Auto scrub floors nightly

**18. EATING AREAS-STUDENT AND FACULTY CAFETERIAS, LOUNGES AND STUDY SPACES-  
WEEKLY**

- A. Damp wipe window ledges
- B. Clean and disinfect exterior of trash cans
- C. Clean, disinfect and vacuum soft seating
- D. Interior glass is to be cleaned thoroughly

**19. EATING AREAS-STUDENT AND FACULTY CAFETERIAS, LOUNGES AND STUDY SPACES-  
ANNUALLY**

- A. Scrub, buff and or burnish floors
- B. Wash down all walls
- C. Extract carpets and soft seating
- D. High dusting above 7ft.
- E. Disinfect interior and exterior of all trash and recycling containers
- F. Clean and disinfect interior and exterior of all gondolas

**20. SCHOOL KITCHEN AREAS CLEANING STANDARDS-DAILY**

- A. Empty, wash and sanitize all garbage cans
- B. Mop and sanitize floors; heavy mopping will be necessary.
- C. Ceiling tiles will be inspected and replaced by the custodial staff as needed or at the request of the kitchen manager.
- D. Remove mats and mop floors nightly. Replace mats when floor is dry.

- E. Remove trash and breakdown and remove cardboard boxes to recycling dumpster

**22. SCHOOL KITCHEN AREAS CLEANING STANDARDS-WEEKLY**

- A. Damp mop entire floor
- B. Wash walls under 7 ‘

**23. SCHOOL KITCHEN AREAS CLEANING STANDARDS-SEMI-ANNUALLY**

- A. Clean out grease traps completely
- B. Auto scrub flooring
- C. Clean ceiling fans and light fixtures

**24. SCHOOL KITCHEN AREAS CLEANING STANDARDS-ANNUALLY**

- A. Clean kitchen hoods.
- B. Wash all walls, light fixtures and ceiling grills

**25. CLINIC (NURSES) CLEANING STANDARDS-DAILY**

**Waste Removal:** Each clinic shall have a waste receptacle with a lid, (step plate type waste can). Remove and replace with clean plastic liner daily. All waste shall be treated as contaminated and must be sealed prior to placing it in the trash dumpster.

- A. Cots, examination tables and other equipment: These items must be cleaned and disinfected daily. All soiled paper sheeting shall be removed, placed in a plastic trash liner, sealed and disposed of with the rest of the Clinic waste.
- B. Clinic should be cleaned and disinfected in the same manner as restrooms; horizontal surfaces e.g. counter containers etc., wiped down and disinfected.
- c. Soap and paper towel dispensers refilled to capacity

**26. GYM, STADIUMS, FIELD HOUSE AND WEIGHT and WRESTLING ROOMS & BLEACHERS-DAILY**

- A. Empty all trash and recycling cans, damp clean and replace plastic liners.
- B. Clean bleachers and remove trash
- C. Clean all mirrors
- D. Dust mop floors
- E. Sweep and auto scrub Field House floors including corners
- F. Gum removal
- G. Damp clean exposed desk tops and counter tops, sinks and cabinets

**27. GYM, STADIUMS, FIELD HOUSE AND WEIGHT ROOMS & BLEACHERS-WEEKLY**

- A. Remove fingerprints and grime from wall switches, doors, door frames, handles and push plates
- B. Wipe down changing benches and brackets
- C. Wipe down all bleacher seats, foot rests and flooring
- D. Sweep, dust and remove debris from under bleachers
- E. Disinfect floors in weight and wrestling rooms

**28. GYM, STADIUMS, FIELD HOUSE AND WEIGHT ROOMS& BLEACHERS-QUARTERLY**

- A. Low dust all horizontal surfaces above 7ft. including shelving, moldings and ledges
- B. Entire surface area of restrooms and locker rooms shall be completely cleaned and disinfected, including all fixtures semi-annually
- C. Flooring under bleachers is to be mopped and cleaned

**29. GYM, STADIUMS, FIELD HOUSE AND WEIGHT ROOMS & BLEACHERS –ANNUALLY**

- A. Top Down cleaning
- B. Deep clean Field House flooring and courts
- C. Gym floors are to be screened and resealed according to the District's outline procedures

**30. EXECUTIVE OFFICES, KITCHENETTE-DAILY**

- A. Full upright vacuuming including under desks
- B. Trash pulled, replace liner
- C. Empty recycling container/replace liner if used
- D. Horizontal surfaces damp wiped daily
- E. Spot wipe glass

**31. EXECUTIVE OFFICES-WEEKLY**

- A. Full vacuum including moving chairs and cleaning corners and edges
- B. Wipe down recycling bins and trash containers.
- C. Full clean of interior glass
- D. Damp wipe ledges and horizontal surfaces
- E. Wash interior and exterior of trash and recycling containers

**32. EXECUTIVE OFFICES-SEMI ANNUALLY**

- A. Carpet cleaning

**GENERAL MAINTENANCE, GUIDELINES AND STANDARDS:**

**1. Custodial Carts**

- A. An inventory check list for each cart shall be posted in each Custodial Work Station. Each Custodian is responsible for restocking and removing trash from the cart at the end of the employees shift. If supplies and materials are not available for restock, a note should be left for Day Porter Custodian advising them of shortages and other problems relating to the custodial cart who in return communicates with the field supervisor.
- B. Custodial closets should be at all times kept organized, clean and well maintained. All mops should be changed on a weekly basis or on an as needed basis; and should prevent an odor. Supplies should be stored on shelves and up off of the floor.
- C. Custodial carts should hold cleaning map/schedule of custodian's assigned area.
- D. At no time should the custodial cart be left unattended.
- E. Custodial staff must wear PPE (personal protective equipment) while performing custodial duties
- F. Custodial contractor will determine the actual cart requirements and such requirements may differ from one custodial cleaning area to another. The following is an inventory of the average custodial cart:
  - 1. 1 squirt bottle disinfectant cleaner
  - 2. 1 squirt bottle sanitizer



3. 1 squirt bottle of glass cleaner
4. 1 squirt bottle of all-purpose cleaner
5. Vacuum cleaner
6. Supply of dry clean microfiber rags (cloth or disposable)
7. 1 duster with extension wand for high dusting and hard to reach areas
8. 1 Chamois/ Urethane foam eraser for dry cleaning chalk boards
9. 1 scrapper or putty knife
10. 1 blade holder with razor blade
11. 1 roll of standard trash can liner
12. 1 roll of large trash can liner
13. Nylon abrasive pads
14. Nonabrasive (white) pads
15. 1 utility brush for manual scrubbing
16. 1 detail brush (approx. Size of a toothbrush)
17. 1 window cleaning kits
18. Wall cleaning erasers

**2. Chemical Guidelines and Standards**

- A. Contractor will provide all chemicals to sustain a clean, safe and healthy environment.
- B. Contractor will provide all Safety Data Sheets for all chemicals used in District buildings. SDS information will be supplied to District Sr. Custodial Manager before the use of any product.
- C. Contractor will provide a microbial cleaner to sanitize, disinfect and clean all types of surfaces.
- D. District supports green seal approved chemicals; but understands some tasks may not have a green chemical to support the scope of work that needs to be done.

**3. Floor Maintenance Guidelines and Standards**

The Contractor agrees to inform the Sr. Custodial Manager in writing of all methods and procedure and product which will be used prior to restoring or refinishing any hard surface throughout the District.

**A. Carpet Care Cleaning Guidelines & Standards**

1. Carpet cleaning is performed annually. Heavy traffic areas may require stain removal and cleaning several times a year. Field supervisor and/or day porter will schedule carpet extraction for summer project and on a need be basis.
2. CLEAR WATER EXTRACTION in high traffic areas to be completed twice a year to remove the buildup.
3. Damage to carpet must be reported to the District Custodial Manager or designee immediately.
4. Stains that will not come out with normal stain removal process must be reported to the District Sr. Custodial Manager or designee immediately.
5. Always ensure proper ventilation and fans running during this operation to avoid mold issues.
6. Contractor employees are expected to participate in mold preventive practices

**B. Hard Surface Floor Care Guidelines & Standards**

1. Auto Scrub pads are to be cleaned with warm water and a stiff bristle brush after each use then hung up to dry or replaced.

2. Improper mopping technique/splash marks on doors, walls and baseboards is prohibited.
3. Flooding floor is prohibited. The District will be reimbursed from the Contractor for any and all damage to District property due to flooding the floors.
4. Micro fiber mop heads are the preferred method for dry and wet mopping floors.
5. Corners and baseboards; must be free of dirt, dust, residue and wax buildup.
6. Floors are to be clean and auto scrubbed prior to applying floor finish
7. Minimum standards for wax are three (3) coats. Floor wax shall not be applied to baseboards, walls, doors, doorframes or stairways.
8. Terrazzo flooring must be maintained; following a solid maintenance program to ensure it is cared for properly. All procedures are to be preapproved by the Sr. Custodial Manager prior to beginning any floor project.
  1. Terrazzo floors: burnished 3 times a year
  2. Terrazzo floors: stripped annually
9. Gymnasium floor shall be maintained by School District RPS-205 approved methods only and must be dust mopped and dragged mopped daily with a clean dust mop or cloth towel. Black marks should be removed with a tennis ball; and gym floor needs auto scrubbed once a week. Contractor is to recondition synthetic floors.
10. Contractor is responsible for screen and resealing wood gym floors at all secondary sites annually. A list of current flooring contractors and finishes will be provided to the Contractor to determine if the annual gym floor refinishing should sub-contracted at the Contractor's expense.
11. Propane buffers may only be used during unoccupied hours with District approval. Propane tanks must be stored off site and scheduled with field supervisors for delivery.

#### **4. General Maintenance Guidelines & Standards;**

##### **B. Ceiling Tiles**

- a. Routine inspections of all ceiling tile should be conducted for the following purposes:
- b. Identify and replace torn or broken tiles
- c. Identify possible water damage to tiles. Any sign of water damage no matter how small must be checked immediately to determine if a water line is leaking or if there is a possible roof leak. The ceiling tile itself must be replaced at once to reduce the risk of airborne mold and spores creating an air quality issue. Facilities must be notified and work order established.

##### **C. Light bulbs**

- a. Routine inspections of all light bulbs should be conducted for the following purposes:
- b. Identify and replace burnt out or broken bulbs
- c. Submit work requests to fix ballasts
- d. Always use plywood with scissor or man lifts on gym floor when changing bulbs
- e. Contractor is responsible for following the District's procedure for disposal /recycling of bulbs

##### **D. Appliances**

- a. While cleaning during Summer & Spring break, along with any SIP days the Contractor employees are to ensure that appliance type items, i.e., refrigerators, freezers, etc., are not left unplugged. Due to use of "memory" typewriters and personal computers, neither are to be unplugged. The Contractor shall reimburse loss of any kind resulting from unplugged equipment to School District RPS-205. This is extremely critical in AV areas, labs and kitchen. In case of blown fuses, the District's Custodial Manager

or designee is to be contacted immediately.

**5. Maintenance and Custodial Work Orders:**

- E. Contractor's employees shall report to the District's building office personnel, supervisor or District Sr. Custodial Manager or designee, in accordance with the procedures as determined by the District, any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, inoperable doors, and all other necessary or appropriate repairs and any unusual happenings in any District location.
- F. Maintenance requests such as electrical, plumbing, sprinkler and grounds problems, and other maintenance related issues shall be entered into Internet based work order system by the building secretary or designee.
- G. Under no conditions shall Contractor's employees contact the District's Maintenance Technicians directly. All work requests with the exceptions of emergencies **MUST** be processed through the internet based work order system or direct communication.
- H. In the event of maintenance related emergency at any facility e.g., fire, water, electrical, HVAC, custodial personnel must contact District's Sr. Custodial Manager directly if there is no response at the building's customer service desk. All emergency call notifications must be followed up with a work order submitted through the internet based work order system.
- I. The Contractor's employees shall report via phone and work order all vandalism and plumbing leaks, fire hazards, unusually cold or warm rooms, acts of vandalism, or any other unusual circumstances.

**6. 4 STEPS TO SUMMER TOP / DOWN CLEANING**

**Step 1: Schedule** Contractor is responsible for submitting a summer cleaning plan for each location prior to May 1<sup>st</sup> of each year. A building diagram should be submitted to the District's Sr. Custodial Manager outlining a time frame when each area of every building will be undergoing summer cleaning. Summer cleaning for each location must be approved and coordinated with the District's Sr. Custodial Manager in order to support furniture moves, construction projects, classes and events which may be occurring throughout summer. Summer cleaning plans are provided to support faculty as they return to set up their classrooms in late summer.

**Step 2: Check Lists** The Custodial Contractor will supply a check off sheet listing the cleaning tasks for each space. Managers are to verify all tasks on the check off sheet were completed. Check off sheets are forwarded to Sr. Custodial Manager once building has completed the summer cleaning process.

**Step 3: Interior Cleaning**

- A. Flooring
  - a. Strip, seal and wax/polish all tile, vinyl and terrazzo floors with a minimum of 6 coats of wax or polish. Floor wax must be approved by District Custodial Manager and shall be of high quality polymer material with low VOC's that retain luster finish. "Flooding" of floors is unacceptable. Contractor will be charged for any and all damage to District property due to "Flooding".
- B. Walk off mats
  - a. Warm water extraction
- C. Carpeting and area rugs
  - a. Steam clean all carpets and area rugs
- D. Wood floors

- a. All wooden gym floors shall be screened and resealed according to approved District and manufactures recommendations

E. Classrooms & Labs

- a. Clean all baseboards
- b. Clean all chalk boards and white boards and railing using recommended methods for both
- c. Wash all ledges and window sills
- d. Wash all ceiling fans and blades
- e. Clean ceramic tile and scrub grout
- f. Clean all interior windows inside
- g. Wash all lockers inside and out.
- h. Wash all desks including desk tops, underneath and legs
- i. Wash all desk chairs including seats and legs
- j. Wipe down all telephones, shelving and materials in room
- k. Wash walls under 7 ft.
- l. Clean light fixtures and light bulbs to be determined by priority list issued by the school

F. Offices, Staff Work Rooms and Conference rooms

- a. Clean carpets
- b. Hard surface floors-scrub and recoat of wax or approved flooring method
- c. Desk & Counters- Damp wipe all surfaces clean including computer monitors and stands
- d. Waste baskets- wash inside and out and replace liner
- e. Walls- scrub with cleaner and sponge

G. Restrooms

- a. Tile, grout and or terrazzo around toilets scrubbed, “doodlebug” and sealed
- b. Chrome and porcelain fixtures clean, sanitized and de-limed
- c. High dusting /cleaning
- d. Mirrors cleaned
- e. Replace burnt out bulbs
- f. Clean and disinfect entire partition

H. Hallways and vestibules

- a. Strip, seal re-polish floors according to District Standard
- b. High dusting
- c. Replace stained and broken ceiling tiles
- d. Clean out bugs, dirt and debris from light fixtures
- e. Replace burnt out bulbs

I. Cafeteria & gyms and vestibules

- a. Strip, seal re-polish floors according to District Standard
- b. High dusting
- c. Replace stained and broken ceiling tiles
- d. Clean out bugs, dirt and debris from light fixtures
- e. Replace burnt out bulbs
- f. Deep clean all areas and parts of cafeteria tables

J. Light fixtures

- a. Clean lenses/reflectors

K. All interior Windows and partitions

L. Lockers

- a. Complete cleaning and disinfecting inside and out
- M. Cabinetry/Filing cabinets
  - a. Damp wipe all exterior surfaces
- N. Field Houses
  - a. Deep clean track flooring and courts
  - b. Clean all bleacher
- O. High Dusting above 7ft.
- P. Custodial closets – clean and organize
- Q. Equipment cleanup and maintenance
- R. Assist with interior furniture and item moves
- S. Clean back of house areas i.e. tunnels/boiler rooms/pool chemical rooms etc.

#### **Step 4: Exterior and Back of House**

- A. Sidewalks: remove gum from sidewalks and surfaces
- B. Boiler rooms and custodial closets- swept and trash removed
- C. Exterior sheds-cleared of trash, empty salt bags and pallets

#### **7. Winter Break Project Cleaning**

- A. Scrub, buff and/or strip and wax/polish corridors
- B. Deep clean and or strip and wax cafeteria floors
- C. Replace all burnt out light bulbs
- D. Replace all stained ceiling tiles
- E. Clean walls, partitions and floors in washrooms
- F. Dust window blinds in office areas
- G. Remove all dust, bugs and debris from light fixtures in buildings
- H. Graffiti removal on desks, restrooms and lockers where needed
- I. Shampoo extract all main traffic carpet surfaces
- J. Damp mop athletic and equipment areas and wipe down equipment

#### **8. Snow Removal-**

- A. The Contractor is responsible for clearing snow and ice from all District sidewalks, entryways, exterior stairs and paths leading to and from District property.
- B. When snow continues to fall after the snow removal crew has plowed, Contractor may be required to clear sidewalks leading to and from the Facilities as needed to ensure maximum safety is maintained for users.
- C. Contractor's employees are responsible for the operation of powered snow removal equipment.
- D. The District will pay overtime costs for snow removal outside of the custodian's normal shift. All snow removal which is completed inside the custodian's normal shift is performed at the contractor's expense.
- E. The District will receive 2,500 snow removal credit hours are to be applied for snow removal outside of normal operating hours.
- F. Contractor will be back charged for sidewalks which are not cleared of snow and ice in a timely manner and which an outside snow plowing contractor or District Facilities services had to clear to ensure safe passageway.
- G. Any and all accidents must be reported immediately to the District's Sr. Custodial Manager or designee.
- H. All snow must be removed prior to any scheduled or unscheduled events on Saturday, Sunday or

holidays; entrances must be kept cleared throughout the event.

- I. All entrances and sidewalks must be cleared prior to the opening of school M-F; 6:00am
- J. Contractor is responsible for maintaining the minimum number of staff outlined in this Agreement to clear walkways and passage ways of snow and ice.
- K. During scheduled leave, holidays & winter break sessions, a point of contact for each building must be identified in the case of inclement weather.

**Snow Removal Guidelines and Standards:**

**LEVELS OF SERVICE:**

**Level 1—Light accumulation**, less than 2” on walk surfaces: start time of 4:30 a.m.

**Level 2—Moderate accumulation**, more than 2” on walk surfaces: start time of 4:00 a.m.

**Level 3—Heavy accumulation**, more than 6” on walk surfaces, District open as scheduled: start time of 3:00 a.m.

**Level 4—Heavy accumulation**, more than 6” on walk surfaces, District closed; all staff report to remove snow

**Level 5—Blizzard conditions**, restricted access to sites until further notice from District administration.

**A. Ice Slicer/Sanding:**

- a. The custodial staff is responsible for applying ice melt to the areas where snow has been removed. Ice melt is to be applied after removal of snow.
- b. Custodial contractor is responsible for ensuring work orders are entered if additional or replacement snow removal equipment is needed.
- c. Snow removal equipment must never be left unattended outside. Contractor will be back charged for any and all equipment loss due to negligence.
- d. Custodial contractor is responsible for emptying and washing all salt spreaders at the end of the snow season.

**B. New concrete:**

- a. Concrete that is newer than one-year-old should not have ice melt applied to it. If needed, elementary sites may use sand out of their playground to apply to new concrete. Other sites may submit a work order request for sand. However, if ice melt is the only solution – use it, remove the ice and sweep ice melt off of concrete.

**9. Custodial Equipment:**

- A. The Contractor shall furnish and maintain all custodial equipment required to do the work specified. All Contractors furnished equipment shall be permanently identified to site location and readily establish ownership; utilizing the equipment list established by the District.
- B. All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.
- C. Contractor shall furnish a life-cycle equipment report on a yearly basis.

- D. All cleaning equipment and related non-consumables; the Contractor will provide items such as, rags, dust mops, micro fiber rags, brooms, mop heads (3 colors to prevent cross contamination), squeegees, buffing pads, rubber gloves, razors, cleaning erasers, scrapers, urinal screens, sponges; along with cleaning chemicals, soaps, floor finish, gasoline and cleaning supplies and shall maintain these items ensuring they are in top working order.
- E. A cleaning schedule of rags, mop heads, dust mops, flat mops showing they are clean & rotated on a daily, weekly, monthly and annual basis.
- F. **New** cleaning equipment in the quantity and quality specified necessary for the efficient cleaning operation must be provided by the Contractor as part of the bid.
- G. **All Contractor's employees** shall be trained in the operation of all custodial equipment prior to use. Training records are to be submitted to the District's Sr. Custodial Manager or designee before employees utilize any and all equipment.
- H. The following equipment is required for each site:

**i. Primary & Secondary School Equipment & Tool List per Building:**

- 1. High & Low speed buffer – electric or battery operated
- 2. Floor Scrubbers – riding, electric or battery operated
- 3. 4-Way Key – 1 key for each lead custodian
- 4. Kaivac for deep cleaning restrooms
- 5. 60" drag mops specifically used for cleaning gym floors
- 6. 3' foot soft bristle broom for sweeping gym floors
- 7. Carpet Extractor - electric or battery (**2 per site minimum**)
- 8. Floor Fan (**3 per sight**)
- 9. Upholstery Scrubber
- 10. Custodial Cart w/locking cabinet (1 for each employee)
- 11. Mop Bucket w/wringer or micro fiber mop (1 for each employee)
- 12. Floor Finish tools or equivalent
- 13. Window Cleaning Kit (1 each site)
- 14. Squeegee (1 sm.; 1 med & 1 lg., 1 each site)
- 15. Floor Safety Signs (1 for each custodial closet)
- 16. Broom – indoor & outdoor style
- 17. Dust Pan Lobby Style (1 for each employee)
- 18. Table, desk & chair mover (3 totals)
- 19. C3 Machine or Reel Machine (MS and HS only)
- 20. Microfiber duster – High & low
- 21. Small Tool Kit (hammer, wrench, screwdriver etc.)
- 22. Small Socket Kit
- 23. Drill & drill bits (14.4 reversible)
- 24. Tool Box
- 25. Toilet bowl swabs
- 26. Doodle bug with handle
- 27. Drag Mop
- 28. Power Washer/Kiavac
- 29. Vacuums
  - a. Upright -1 for each custodian assigned for cleaning

- b. Wet/dry (1 at each location)
- c. HEPA style
- d. Wide vacuums – 24” to 30” electric or battery
- e. Back pack/portable vacuums -1 for each custodian assigned for cleaning

## INVOICE AND BILLING

### 1. Contract Service Invoice

- A. Sub-contracting is not allowed except in the case of exterior window washing and snow removal with District Approval.
- B. Monthly billings must be accompanied by a listing of employees showing hours worked and rate of pay. No payment will be made for hours not worked.
- C. Monthly billings must be identified with appropriate purchase order number.
- D. Monthly billings must be accompanied by Certified Payroll.
- E. Managerial employee positions which are vacant for more than one week will be credited back to the District on a monthly basis at the rate of \$2,000 per week.
- F. District will be credited for each and every month custodial staff has not met the allocated number of required personnel outlined in this Agreement.
- G. The work schedule to include work each day of the year less Sundays and holidays; following BID schedule. Vacations or sick leave of Contractor personnel are the obligation of the Contractor; any extra hour's time worked prior to a 40 hour work schedule will be billed to the District as straight time. Extra hours will not be billed to the District until after the hours are worked and the work has been performed.
- H. The Contractor will provide a detailed listing of the hours per week to be used for custodial services, total hours to be used for in-house management, and a listing of the weekly hours to be used for relief work.
- I. The Contractor will provide on a monthly basis supportive data delineating hours, hourly rate of pay for cleaning personnel, other supervisory associated wage costs, material, equipment, overhead and profit for which the contractor has been reimbursed based on each district location. Hours will be allocated per month and reconciled with monthly invoicing.
- J. Due to the vast number of activities in the various schools, and the actual physical size of each, the 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 workload will be adjusted accordingly with no extra cost to the District.

### 2. District Invoice

- A. The Contractor will pay long distance charges; phone access will be provided for emergency and district business use only.

### 3. Deductions and Penalties

- A. If the District determines that it is necessary to discontinue the normal use of a building **because of work stoppage by District employees, fire, wind storm, damage to the building, pandemic, casualty, event of nature, or building closure**, the District will inform the Contractor of the date on which cleaning services are to stop. The Contractor shall stop service on that date and shall invoice the District only for the portion of the month from the first day of the month to the date services were stopped.



- B. When school is closed for snow, extreme weather, work stoppage, or other emergencies, **the Contractor is required to work**. If District determines to stop service on these days; the Contractor shall stop service on those days and shall invoice the district only for the portion of the month worked.
- C. The Contractor shall be responsible for the repair of damage to the building interior or exterior, which may be caused by its personnel or equipment being used. All such repairs shall be made to the satisfaction of the District.
- D. The District shall be entitled to a credit of \$2,000 per week for every vacant managerial position. Credit will be applied to monthly invoice.
- E. The District shall be entitled to a credit of \$300 per day for everyday time custodial position which is vacant after three consecutive days. Credit will be applied to the monthly invoice.
- F. The District shall be entitled to a credit of \$100 per day for every night custodial position which is vacant after three consecutive days. Credit will be applied to the monthly invoice.
- G. The District shall be entitled to a credit of \$1000 for each month in which the District's overall cleanliness goals of 80% of buildings to score a 4.0 or higher on the District's Monthly Cleanliness Survey are not achieved.
- H. The District shall be entitled to a credit of \$300 per site, per month for every location which scores a 3.0 or less on the District's Monthly Cleanliness Survey.
- I. Failure to complete any required inspection, based on the contract and failure to re-schedule and complete the inspection within three business days will result in a \$100 credit per site per instance. Credit to be applied to the monthly invoice.

**4. Contract Service Additions**

- A. If District determines to add buildings, and/or additional square footage to current locations; the two parties will review current staffing levels, along with job description to determine the additional changes to the BID; cost to the contract will be added to the monthly invoice on the first day the service begins.
- B. From time to time the School District will schedule events during times that are not covered in this contract. These events typically occur on school non-attendance days. The cost for extra work will be based on the total hourly rate provided in the BID.

**5. Overtime / Compensatory Time**

- A. If the District requests additional work beyond the contractual requirements, then it will be paid based on the hourly rate provided in this RFP documents. The District Custodial Manager and/or his/her designee must approve additional cost in advance.
- B. Monthly contractual cleaning hours must be met prior to the District being charged for overtime labor.
- C. Only the District Custodial Manager, and/or his/her designee, may schedule extra work. NO PAYMENT will be made for unapproved extra work.

**6. Special Requests**

- A. The Contractor may, with District approval, install their own time clocks at their cost.
- B. The Contractor may, with District approval, install chemical dispensing machine.

## RFP OFFER FORM

### RFP 21-17 Custodial Services

Rockford Public School District 205 (the District) will receive sealed proposals from qualified firms or individuals to provide custodial services District-wide in accordance with the terms and conditions outlined in this document. These specifications are not intended to limit the products or services offered by the Contractor. The contractor shall perform, as required, all services described herein and/or all other services offered by the Contractor in its proposal and accepted by the District.

<u>Item No.</u>	<u>Site</u>	<u>July 1, 2021 - June 30, 2022</u> <u>(Lump Sum \$)</u>	<u>July 1, 2022 - June 30, 2023</u> <u>(Lump Sum \$)</u>	<u>July 1, 2023 - June 30, 2024</u> <u>(Lump Sum \$)</u>
<b>1</b>	<b>Labor, overhead, equipment, and material as specified in this agreement to be included in this base bid - three year plan.</b>			
<b>1a</b>	<b>Block - A</b>			
	Beyer	\$ _____	\$ _____	\$ _____
	Fairview	\$ _____	\$ _____	\$ _____
	Nashold	\$ _____	\$ _____	\$ _____
	Cherry Valley	\$ _____	\$ _____	\$ _____
	Constance Lane	\$ _____	\$ _____	\$ _____
	Ellis	\$ _____	\$ _____	\$ _____
	Froberg	\$ _____	\$ _____	\$ _____
	Gregory	\$ _____	\$ _____	\$ _____
	Hillman	\$ _____	\$ _____	\$ _____
	Lathrop	\$ _____	\$ _____	\$ _____
	Riverdahl	\$ _____	\$ _____	\$ _____
	Rolling Green	\$ _____	\$ _____	\$ _____
	Washington	\$ _____	\$ _____	\$ _____
	Whitehead	\$ _____	\$ _____	\$ _____
	Flinn	\$ _____	\$ _____	\$ _____
	Lincoln	\$ _____	\$ _____	\$ _____
	RESA	\$ _____	\$ _____	\$ _____
	East	\$ _____	\$ _____	\$ _____
	Jefferson	\$ _____	\$ _____	\$ _____
	Barbour	\$ _____	\$ _____	\$ _____
	Operations Support Center	\$ _____	\$ _____	\$ _____
	Sterling Holley	\$ _____	\$ _____	\$ _____
	<b>Total Cost Block - A</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**RFP OFFER FORM**

**1b Block - B**

Summerdale	\$	\$	\$
Bloom	\$	\$	\$
Brookview	\$	\$	\$
Carlson	\$	\$	\$
Conklin	\$	\$	\$
Johnson	\$	\$	\$
Lewis Lemon	\$	\$	\$
McIntosh	\$	\$	\$
Spring Creek	\$	\$	\$
Welsh	\$	\$	\$
West View	\$	\$	\$
Eisenhower	\$	\$	\$
Kennedy	\$	\$	\$
West	\$	\$	\$
Auburn	\$	\$	\$
Guilford	\$	\$	\$
Roosevelt CEC	\$	\$	\$
Haskell	\$	\$	\$
Marsh Montessori	\$	\$	\$
Marshall ES	\$	\$	\$
Marshall MS	\$	\$	\$
Administration Building	\$	\$	\$
Wyeth Stadium (Auburn)	\$	\$	\$
Swanson Stadium (Guilford)	\$	\$	\$
<b>Total Cost Block - B</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## RFP OFFER FORM

<u>Item No.</u>	<u>Type</u>	<u>July 1, 2021 - June 30, 2022</u> <u>(Lump Sum \$)</u>	<u>July 1, 2022 - June 30, 2023</u> <u>(Lump Sum \$)</u>	<u>July 1, 2023 - June 30, 2024</u> <u>(Lump Sum \$)</u>
<b>2</b>	<b>All managerial staff for all days including student occupied and unoccupied - schedule #1 and #2.</b>			
	All managerial staff cost	\$ _____	\$ _____	\$ _____
<b>3</b>	<b>Other operation costs - three year plan.</b>			
	Chemical supply cost	\$ _____	\$ _____	\$ _____
	Equipment cost	\$ _____	\$ _____	\$ _____
<b>4</b>	<b>Snow removal/building check costs - three year plan.</b>			
	Snow removal/building check cost	\$ _____	\$ _____	\$ _____
<p>* Snow removal/building check hours up to 2,500 hours for one (1) season are to be applied to labor outside of normal building operation hours.  2019-2021 reported snow removal hours equaled 6,242  2018-2019 reported snow removal hours equaled 925  2017-2018 reported snow removal hours equaled 3,262</p>				
<b>5</b>	<b>Management facility office space rental/lease - three year plan.</b>			
	Lease of Office Space	\$ _____	\$ _____	\$ _____

<u>Item No.</u>	<u>Type</u>	<u>July 1, 2021 - June 30, 2022</u> <u>(Add/Deduct)</u>	<u>July 1, 2022 - June 30, 2023</u> <u>(Add/Deduct)</u>	<u>July 1, 2023 - June 30, 2024</u> <u>(Add/Deduct)</u>
<b>6</b>	<b>Outside normal operations - special requests hourly labor rate by position - add/deduct.</b>			
	Day Porter (straight time)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Day Porter (overtime)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Night Lead (straight time)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Night Lead (overtime)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Custodian (straight time)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Custodian (overtime)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Pool Mechanic (straight time)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR
	Pool Mechanic (overtime)	\$ _____ /HR	\$ _____ /HR	\$ _____ /HR

## RFP OFFER FORM

### RFP 21-17 Custodial Services

#### ADDENDUM RECEIPTS

We acknowledge the receipt of Addendum Number(s) \_\_\_\_\_ through \_\_\_\_\_.

#### BID SUBMITTED BY:

<hr/> Company	<hr/> Signature of Company Officer ( <i>required</i> )
---------------	--

<hr/> Address	<hr/> Typed Name & Title
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<hr/> City, State & Zip Code	<hr/> Date
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<hr/> Phone No.	<hr/> Fax No.
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<hr/> E-mail	<hr/> FEIN
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#### REFERENCES:

Offeror to provide three references of similar type work that would qualify your firm for this project:

<hr/> Company Name/Contact Person	<hr/> Phone	<hr/> Email
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<hr/> Nature and Size of Contract
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<hr/> Company Name/Contact Person	<hr/> Phone	<hr/> Email
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<hr/> Nature and Size of Contract
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<hr/> Company Name/Contact Person	<hr/> Phone	<hr/> Email
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<hr/> Nature and Size of Contract
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RFP 21-17 Custodial Services									
Due: March 4, 2021									
Time: 2:00 PM									
	Weight	Vendor 1	Notes	Vendor 2	Notes	Vendor 3	Notes	Vendor 4	Notes
Experience, Management, and Stability	15%								
Management and Quality	15%								
Staffing Plans and Policies	15%								
Technical Strength	10%								
Operations and Policies	15%								
Pricing	30%								
Best Fit for District	100%	0		0		0		0	