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Invitation for Bid May 27, 2022

**2022 TEMPORARY CUSTODIAL STAFFING**

**SERVICES**

**Township High School District 113**

**Highland Park, IL**

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# INVITATION TO BID – 2022 TEMPORARY CUSTODIAL STAFFING SERVICES

Township High School District 113 is requesting bid proposals for Temporary Custodial Staffing

Services. Bidders are invited to submit bids in conformance with the requirements hereinafter stipulated.

**SPECIFICATIONS:** Township High School District 113 (District) is requesting bids from qualified vendors to provide 2022 Temporary Custodial Staffing Services. We are looking for a temporary custodial staffing service to supply, forty hour per week custodial employees, one on each daily shift, for up to a three-month period from the acceptance of the bid. Rates are to be for Labor Only, as all materials/supplies shall be the responsibility of the District. We would like to ability to convert supplied temporary staff to District 113 employees.

**BID OPENING:** All bids must be received by 2:00 p.m., local time, June 7, 2022 addressed to Pete Nedza, Procurement Manager, Township High School District 113, 1040 Park Avenue West, Highland Park, IL 60035. Bids received after this date and time will not be accepted. In conformance with the terms and conditions of these specifications including the Invitation to Bid and other documentary forms therewith, the vendor hereby proposes, offers and agrees if this bid is accepted to do all things necessary to fully perform and satisfy all terms, conditions and requirements of the subject specifications.

**BID SUBMITTAL**: Bidder must submit the original and one copy of the completed bid form with all spaces filled in, executed by the bidder, and submitted in a sealed envelope clearly marked 2022 Temporary Custodial Staffing Services.

**CONTRACT AWARD:** Contract award is expected to be assigned tentatively set for August 10. 2022

**REJECTION OF BIDS:** The Board of Education reserves the right to reject any and all bids and to waive informalities and any and all irregularities in bidding procedures and to accept that bid which is considered to be in the best interest of the District. Any such decision shall be considered final.

# BID SUBMISSION FORM

 **BOARD OF EDUCATION OF**

 **TOWNSHIP HIGH SCHOOL DISTRICT 113, LAKE COUNTY, ILLINOIS**

**Bid Description:** 2022 Temporary Custodial Staffing Services

**Bid Submission Date:** June 7, 2022

**Date and Time of Bid Opening:** June 7, 2022 at 2:00 p.m., at the District office

**Bid Deposit:** Not Required

**Payment and Performance Bond:** Not Required

**Delivery or Project Completion Date:** Three months from the acceptance of the bid

**Hourly Rate**:

**Second Shift Rate Differential:**

**Third Shift Rate Differential:**

**Conversion cost to convert to a District employee prior to end of contract:**

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from bidding on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois *Criminal Code of 2012* (720 ILCS §§ 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

By: Firm Name:

Print Name: Address:

Its: City:

Telephone: State:

Date:

**Subscribed and sworn to before me**

**this day of , 20 .**

**Notary Public:**

# BID CONDITIONS

1. **DEFINITIONS**
	1. “BOARD” or “SCHOOL DISTRICT”: The Board of Education of Township High School District 113, Lake County, Illinois.
	2. “BID DOCUMENTS” include:
		1. Advertisement
		2. Bid Submission Form
		3. Bid Conditions
		4. Project Bid Specifications
		5. Addenda, if any
		6. Contract
		7. Qualification Statement
	3. SELLER” or “CONTRACTOR”: The successful bidder.
2. **FORM OF BID**
	1. Bid Submission: The Advertisement for Bids, Bid Submission Form, the Qualification Statement, the Bid Deposit, the Payment and Performance Bond, if required, and the executed Contract must be submitted to the Administrative Office at **1040 Park Ave West, Highland Park IL 60035**, no later than the date and time set forth on the Bid Submission Form. The bid must be submitted in a sealed envelope addressed to **Pete Nedza** and labeled **2022 Temporary Custodial Staffing Services**. The name, address, and phone number and a contact must be listed on the outside of the bid. The sealed bid must be submitted on the forms provided.
	2. Alternate Bids: Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become a part of the Contract unless approved by the Board in writing upon the award of the bid.
	3. Bid Deposit: **NOT REQUIRED FOR THIS BID**
	4. Delivered Price: Your hourly rate must be all inclusive. The bid price must be firm for the length of the agreement.
	5. Unit and Total Prices: NOT APPLICABLE
	6. Qualification: The bidder shall submit with the Bid Submission Form a fully completed and executed Qualification Statement on the form contained in the Bid Documents.
	7. Contract: The bidder shall submit a fully executed Contract with its bid on the form contained in the Bid Documents.
	8. Payment and Performance Bond: NOT REQUIRED FOR THIS BID
3. **WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID**
	1. Withdrawal, Cancellation, or Modification of Bids: A bidder may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid. However, no bidder shall withdraw, cancel or modify a bid for a period of sixty (60) calendar days after said closing time for the receipt of bids, nor shall the successful bidder withdraw, cancel or modify a bid after having been notified that said bid has been accepted by the Board. Any bidder that withdraws, cancels or modifies a bid within said sixty (60) day period shall forfeit the Bid Deposit.
	2. Late Bids: Bids received after the time specified in the Bid Documents will not be considered.
4. **BIDDER REPRESENTATIONS**
	1. Complete Understanding: Each bidder warrants and represents that he or she has read and understands the Bid Documents.
	2. Project Familiarity: Each bidder warrants and represents that he or she has visited the site for the project and is familiar with the conditions under which the work will be performed.
	3. Specifications: Each bidder warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
	4. Authorized Representative: Each bidder warrants and represents that he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions contained in the bid.
	5. Waiver of Liens: NOT APPLICABLE
	6. Bid Rigging and Bid Rotating: As required by the Criminal Code, 720 ILCS § 5/33E-11, by executing this Contract, the Contractor certifies that it is not barred from contracting with any unit of State of Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the Criminal Code. The Contractor agrees that if this certification is false, the Board may declare the Contract void. The Contractor further certifies that it will provide a drug free workplace as required by the Illinois Drug Free Workplace Act, 30 ILCS §§ 580/1 et seq. If applicable, the Contractor shall 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 Contractor is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.
5. **AWARD**
	1. Award of Bids: Bids shall be awarded to the lowest responsible bidder, considering conformity with specifications, terms of delivery, and quality and serviceability, as determined by the Board.
	2. Bid Reservation: The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities in the bidding.
	3. Interpretation of Bid Documents: If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to the Procurement Manager, Pete Nedza, email pnedza@dist113.org a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the Procurement Manager, Pete Nedza, email pnedza@dist113.org. A copy of such addendum will be mailed or delivered to each person receiving a set of such Bid Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her proposal. Oral explanations or representations will not be binding.
6. **MISCELLANEOUS**
	1. Taxes: The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and any federal transportation tax, thus, no taxes shall be included in the bid price.
	2. Waivers: The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
	3. *Default:* If any bidder fails to fulfill any or all terms and conditions of the Bid Documents, said bidder shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
	4. Compliance with Applicable Law: The bidder shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the Illinois the Illinois Human Rights Act (775 ILCS § 5/1 et seq.), the Equal Employment Opportunity Act (42 U.S.C. § 2000e), and the Illinois Criminal Code (720 ILCS § 5/1 et seq.) in performing under the Bid Documents.
	5. Assignment: The bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
	6. Insurance: The Contractor shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney’s fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of $1,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of $3,000,000 per occurrence and in the aggregate, (3) worker’s compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of $1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The Contractor shall name the indemnitees (defined below) as additional insureds on all insurance policies required herein, with the exception of the worker’s compensation insurance. The insurance required of the Contractor shall be primary.
	7. The Contractor shall provide a certificate of insurance on a form acceptable to the Board evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the Board. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.
	8. All insurance required of the Contractor shall state that the coverage afforded to the additional insureds shall be primary insurance of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insureds have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.
	9. Indemnification: The bidder shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the bidder; and (2) any breach by the bidder of the Bid Documents.
	10. Criminal Background Checks. The Contractor represents and warrants that none of its employees or employees of any of its subcontractors performing work under the Contract are prohibited by law from being present on school and/or public property. The Board reserves the right to direct the Contractor, at any time during the project, to immediately obtain criminal background investigations of any of the Contractor’s or subcontractor’s employees who are or will be performing work in or around a building when students are or will be present to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80. Each employee of the Contractor or subcontractor who will have direct, daily contact with students must cooperate during the Board’s fingerprint-based criminal history records check on him or her. Such criminal background checks will be performed at Contractor’s or subcontractor’s expense and at no cost to the Board. In the event any employee of the Contractor or subcontractor has been convicted of any prohibited offense set forth in 105 ILCS § 5/10-21.9 or 105 ILCS § 5/21B-80, said employee shall be promptly removed from the site and replaced by another individual. [optional paragraph unless the project may permit the Contractor, subcontractor(s), or any of their employees to have direct daily contact with students]
	11. Presence of Child Sex Offenders or Disruptive Persons On Board Property. The Contractor acknowledges that, pursuant to the Illinois Criminal Code (720 ILCS § 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Board. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. The Contractor shall ensure that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify the Contractor if they have been convicted of a sex offense restricting their presence on school property. The Contractor will then provide appropriate and immediate notification to the Board. The Board reserves the right to request the removal from the project of any person, including, but not limited to, employees of the Contractor and any subcontractors, who engage in conduct in violation of the law or the Board’s policies or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the Contractor or subcontractor.
	12. Physical Fitness to Perform Job Duties: All employees of the Contractor or subcontractors for whom a criminal history records check is required must also provide the Board with evidence of physical fitness to perform the duties assigned and freedom from communicable disease, if the employee will have direct, daily contact with students. The Board reserves the right to require additional health examinations of the employees of the Contractor or subcontractors, and subject said employees to additional health screenings, including screening for tuberculosis, as required by the rules adopted by the Department of Public Health, or by order of a local public health official.
	13. Freedom of Information Act Compliance: The Board is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. (“FOIA”), and any and all information submitted by the Contractor to the Board may be subject to disclosure to third parties in accordance with FOIA. If the Contractor requests that the Board withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Contractor must notify the Board of such request at the time such information is submitted to the Board, along with a statement that disclosure of such information will cause competitive harm to the Contractor, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the Contractor at the time of submission to the Board will be presumed to be open to public inspection. The Contractor may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the Contractor in accordance with Section 7(1)(g), the Board reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The Contractor waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the Board, the Contractor agrees to cooperate with the Board, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the Board that directly relate to the governmental function that the Contractor has been engaged to perform on behalf of the Board.

# QUALIFICATION STATEMENT

**BID DESCRIPTION:**

**BIDDER:**

**ADDRESS:**

A. The Bidder, listed above, hereby submits the name of the following insurance company(ies) meeting the requirements set forth in the Project Bid Specifications, who would write the General Liability Insurance, in the event the Bidder is awarded the Contract.

1. Corporate Name:

Address:

2. Agent's Name:

Address:

Telephone Number:

B. The Bidder verifies that he or she has accounts at the following bank(s):

1. Name of Bank:

Address:

2. Name of Bank:

Address:

F. List at least three (3) projects/contracts of approximately the same size and type completed:

1. Name of Project:

Address of Job:

Contact and Telephone No.:

2. Name of Project:

Address of Job:

Contact and Telephone No.:

3. Name of Project:

Address of Job:

Contact and Telephone No.:

G. How many years has your organization been in business:

H. Have you ever failed to complete any work awarded to you within the last three years?

If yes, note when, where, and why:

I. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending **[*optional request for information*]**

J. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide a summary of such and the case number and jurisdiction in which the matter is pending **[*optional request for information*]**

By: Firm Name:

Print Name: Address:

Its: City:

Telephone: State:

Date:

**Subscribed and sworn to before me**

**this day of , 20 .**

**Notary Public:**

# CONTRACT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, by and between the Board of Education of Township High School District 113, Lake County, Illinois (“District”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Bidder”) (collectively referred hereto as “the Parties”).

**WHEREAS**, District has requested public bids for \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Work”) **[*or use the term “Goods” or “Services” depending on the type of contract*]**;

**WHEREAS**, Bidder has submitted a bid for provision of the Work; and

**WHEREAS**, District desires to enter into this Agreement with Bidder to provide the Work in accordance with the Bid Specifications.

**NOW, THEREFORE**, in consideration of the terms and conditions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Duration of Contract. This Agreement shall be effective from \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and shall continue in force and effect through \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.
2. Contract Documents. The documents comprising the entirety of this Agreement are the Bid Documents as defined in the Bid Conditions for \_\_\_\_\_\_\_\_\_\_, and this Agreement.
3. Document Supremacy. In the event any term or provision of this Agreement conflicts with a term or provision of the Bid Submission Form or Bid Conditions, the term or provision of this Agreement shall prevail.

4. Compensation. Bidder shall provide all services as awarded by District and shall be compensated at an hourly rate of $(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Dollars per hour for the Work, in accordance with the terms of the Bid Documents.

5. Complete Understanding. This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.

6. Amendments. No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by both Parties.

**IN WITNESS WHEREOF**, the Parties have signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

BOARD OF EDUCATION OF BIDDER

TOWNSHIP HIGH SCHOOL DISTRICT

113, LAKE COUNTY, ILLINOIS

By: By:

Its: Its:

Date: Date:

ATTEST: ATTEST:

By: By:

Its: Its:

Date: Date:

# BIDDERS CHECK LIST

You bid should contain:

* Printed copies of both the “**Market basket”** tab and the “**Questions”** tab.
* Signed Certifications By Bidder