



## **2024 Custodial Services Invitation for Bids**

*Issued February 21, 2024*  
*Sealed Bids Due March 12, 2024*

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## **Introduction and Overview**

Batavia Public School District No. 101 is seeking bids for a custodial service contract, beginning July 1, 2024. This three-year contract, with a potential two-year extension, will ensure the cleanliness and maintenance of our school facilities.

Note the following key provisions of this Contract:

- Commitment to high standards of cleanliness and safety for our students and staff (Section VII).
- A \$15.00/hour minimum wage for Contractor employees (Section IV(C)).
- District procured and provided cleaning supplies and materials (Section III(F)).
- Contractor providing new equipment (Section III(B)(11)).
- Contractor providing for event setup and takedown (Section V(C)).

This Invitation for Bid (IFB) emphasizes our focus on maintaining a safe and clean learning environment. We invite bids that align with our high standards, demonstrating a dedication to the welfare of our students and staff and a thorough understanding of our facility maintenance needs. Thank you for your interest in partnering with us to support our District's mission.

## **I. Invitation to Bidders**

The Board of Education of Batavia Public School District 101 will accept sealed bids from qualified service providers for custodial services for a three-year term beginning on July 1, 2024. Bids shall include an option to mutually extend the contract for a maximum term of two years on the same terms and conditions as set forth here.

A mandatory, pre-bid meeting for interested parties to ask questions and seek details about the custodial services sought will be held on February 26, 2024 at 10 am, at [Rosalie Jones Admin Center, 335 W Wilson St, Batavia, IL 60510](#).

All questions shall be submitted in writing to Mark Anderson via email at [mark.anderson@bps101.net](mailto:mark.anderson@bps101.net) **no later than March 5, 2024**. Any addenda issued will be posted on the District's website at [bps101.net/bids](https://bps101.net/bids) and sent to all interested parties who attend the pre-bid meeting. No questions will be answered within seven (7) business days of the time and date set for the bid opening.

If clarification of the specifications/instructions is required, the District will clarify the specifications/instructions in the form of an addendum issued to all prospective bidders. If the District issues any changes to this Invitation for Bid ("IFB"), acknowledgement of receipt of such changes must be made to the District in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder's bid package. If changes to the IFB are not acknowledged, the District retains the right to reject the bid as non-responsive. No addenda will be issued within seven (7) business days of the time and date set for the bid opening. Should the District determine that clarification of the specifications/ instructions is necessary within seven (7) working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing an addendum.

Enclose Bid Documents in two (2) sealed envelopes (outer and inner), each clearly labeled and bearing the name of the Bidder to guard against improper opening. Bids are to be marked:

**2024 District Custodial Services Bid**  
**Attention: Mark Anderson, Director of Operations**

The bids must be received **no later than 2:00 PM on March 12, 2024**, at:

[Rosalie Jones Admin Center, 335 W Wilson St, Batavia, IL 60510](#)

Each bid must be submitted on the prescribed bid form provided with these specifications and must be contained in a sealed envelope, on the outside of which is marked "**Sealed Bid - District Custodial Services.**"



## **II. General Conditions**

### **A. Sealed Bids**

Sealed bids will be received by the Board of Education (hereinafter "Board"), for the purchase of goods/services as set forth in the project specifications and/or plans, which are attached hereto and incorporated herein.

### **B. Modification**

These documents shall constitute the entire agreement between the parties upon the award of the Contract. No change in, addition, or waiver of terms, conditions, and specifications herein shall be binding on the Board unless approved in writing by the Board.

### **C. Bid Submission**

The sealed bids must be submitted on the forms provided. No bid proposals will be accepted from any bidder on any other form.

1. All prices and quotations must be typed or written in ink. Bids written in pencil will not be accepted. Bids shall be without erasures. Mistakes may be crossed out, and corrections inserted and initialed.
2. No oral, telephonic, or telegraphic bid or revision to a bid will be considered.
3. Each bid must give the full business address of the bidder, office telephone, fax, email, and be signed by him/her with his/her full signature with printed/typed name and title.
4. Negligence on the part of the Bidder in preparing the bid proposal confers no right of withdrawal of the bid after it has been opened. No responsibility will be attached to any person for premature opening of a bid not properly addressed or identified.
5. Bids by partnership must be signed by one member of that partnership, OR by duly authorized representative, followed by the signature and designations of that person signing Bid by a Corporation must be signed in the name of the Corporation, followed by the signature of the President, Secretary, or other persons duly authorized to bind the Corporation in the matter.

#### **D. Bid Security**

Bids must be accompanied by a Bid Deposit, Certified Check, or Bid Bond in an amount equal to five percent (5%) of the Base Bid as a guarantee that, if award is made, the bidder will honor the bid if awarded by the Board of Education.

1. Make the bid security payable to:

Board of Education  
Batavia Public School District 101  
335 W Wilson St  
Batavia, IL 60510

2. The bid security of all except the successful bidder will be returned thirty (30) days after the award of the Contract. Unsuccessful bidders are responsible for picking up their bid security at the District's administrative offices. Checks will not be returned by mail.
3. The bid security of the successful bidder will be returned promptly after the Board and the accepted bidder have executed the agreement set forth herein and the required bonds have been received by the Board.

#### **E. Performance Bond**

The Successful Bidder (hereinafter referred to as "Contractor") shall be required to submit a Performance Bond based on ten percent (10%) of the total estimated amount of the bid submitted. The Contractor shall pay the cost of the premiums for said Bond (hereinafter "Bond").

The Bond shall be signed and sealed by an authorized representative of the bonding company and an authorized officer or representative of the Contractor, and a certificate of the authority of those signing the Bond, if not officers, shall be attached thereto.

The Bond shall guarantee the performance of the duties placed on the Contractor or undertaken by them pursuant to the contract with the Board, and shall indemnify the Board from any liability or loss resulting to the Board from any failure of the Contractor to fully perform each or all of said duties. The Bond shall be deemed to cover all such duties.

The Bond provided shall be placed with a surety company or companies having a policyholder's rating not lower than "A" and a financial rating not lower than "X" in Best's Insurance Guide (current edition). Company must be licensed in the State of Illinois and shall show evidence of same.

## **F. Withdrawal of Bids**

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel its bid for a period of sixty (60) calendar days after advertised closing time for the receipt of bids, nor shall the successful bidder withdraw or cancel or modify its bid after having been notified by the Board's representative that said bid has been accepted by the Board.

## **G. Late Bids**

Bids received after the time specified in the invitation to bid will not be considered and will be returned unopened. The method of transmittal of the bid proposal is at bidder's risk of untimely receipt by the Board.

## **H. Award of Bids**

Bids shall be awarded, if at all, to the bidder meeting the Board's specifications and who is most able to provide safety and comfort for the students, stability of service, and quality service, in the sole judgment and discretion of the Board. Price will be considered, but will not necessarily be the determining factor.

Factors to be considered in evaluating proposals will include evaluation of qualifications, adherence to specification, record of performance, references, safety record and price. The Board reserves the right to reject any bid based on the failure of a bidder to meet any of the criteria for bidder's responsibility at the sole discretion of the Board of Education. The Board of Education further reserves the right to reject any bid or all bids.

Award of the contract will be made by the Board on the basis of the bid proposal which, in the Board's sole and absolute judgment, will best serve the interest of the Board.

The Board reserves the right to waive any non-conformity, informality, or irregularity in any bid at its sole discretion.

If two or more Bidders submit identical bids and are equally qualified, the decision of the Board to make award to one or more of such Bidders shall be final.

## **I. Bid Reservations**

The Board reserves the right to reject any and all bids or any part thereof, to waive technicalities in the bidding, and to accept the bid deemed most favorable to the interest of the Board after all bids have been examined and evaluated.



#### **K. Waivers**

The Board's waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid 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 hereof.

#### **L. Alternate Bids**

Alternate bids shall not be considered.

#### **M. Acceptance of Split Award**

Bids will only be accepted from vendors bidding on the entire contract. Split proposals or multiple contracts will not be accepted.

#### **N. Default**

Should the bidder fail to fulfill any and/or all terms and conditions of the agreement, it shall forfeit the bid security as well as be subject to any and all other remedies available to the Board.

#### **O. Interpretation of Bid Specification**

If any Bidder contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, it may submit to the Board's representative a written request for an interpretation thereof. The Bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Board's representative. A copy of such addendum will be mailed or delivered to each Bidder receiving a set of such contract 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 its bid. Bidders shall acknowledge receipt of each addendum in writing. Oral explanations will not be given. Written requests will not be accepted after less than five (5) business days prior to the bid proposal deadline.

#### **P. Bid Rigging or Rotating**

The Bidder shall certify that they are not barred from contracting with any unit of state or local government by reason of any violation of bid-rigging or bid-rotating under Article 33 E of the Criminal Code of 1961, as amended on the form attached.

**Q. State Tax**

The Board is exempt from paying Illinois Use Tax (35 ILCS 105/3) and sales to the Board are exempt from the Illinois Retailers Occupation Tax (35 ILCS 120/1 et seq).

**R. Federal Excise Tax**

The Board is exempt from paying Federal Excise Taxes (I.R.S. ch.32, subchapter G, p. 4221).

### **III. Qualifications and Bid Specifications**

#### **A. Experience**

Companies shall have owned and operated a contract cleaning service, serving Illinois unit public school districts, for a minimum of five (5) years. Companies shall have five (5) years experience with providing cleaning service to school districts with a minimum student enrollment of 4,000.

#### **B. Required Bid Response Elements**

In addition to the required bid forms, each Bidder shall furnish, as part of its bid, a complete description of its experiences in the field of custodial services and a complete service proposal. The following elements shall be included at a minimum:

1. Name and address of the operating company.
2. Name, address, telephone number and specific responsibility of supervisory management of personnel directly responsible for the operation of the Contract. Include detailed resumes, with experience, and references for each.
3. Duration and extent of experience in the operation of public school custodial services.
4. A list of all current custodial contracts with other school districts. Give length of time, name, address, and telephone number of contact person for each operation.
5. A list of all contracts lost in the last five years that were terminated or partially terminated prior to the end of expiration of the contracted term and/or for cause, along with a brief explanation of why the contract was lost.
6. A list of names of all the owners of the company or principals of the corporation.
7. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. This list should include custodians, 2 lead custodians and supervisor/manager.
8. A plan for implementing the Contract, which shall include management and training personnel for the start-up period in each building.

9. Describe in detail the procedures that are followed in selecting its custodians, their initial training, and the continue training programs.
10. Furnish a detailed description of its safety program and policies, incentives, and any other activities that relate to emphasis on safety and custodial training.
11. A list of equipment that would be used to service this contract. All equipment, scrubbers, vacuum cleaners, mops, etc. must be new.
12. A list identifying the number of personnel in full-time equivalency to service each building (1 FTE = 40 hours/week). See Appendix B for current FTE per building.
13. The rate of employee turnover experienced by the Bidder for the last two years.

### **C. Scope of Work**

The custodial service contract shall be between the Board of Education of Batavia School District No. 101, Kane County, Illinois, herein referred to as the "District" or the "Board," and the successful custodial service bidder, herein referred to as "Contractor."

The Contractor shall provide the District with evening and weekend custodial services at all School District facilities identified herein.

### **D. Contract Term**

The Contract shall be for a three (3) year period commencing on July 1, 2024 and ending on June 30, 2027. The Board and Contractor may mutually agree to extend the Contract for a maximum term of two years on the same terms and conditions as is set forth herein; subject to a consumer price index ("CPI") increase for the respective school year, using the available CPI rate used to determine the District's property tax extension limit for those years.

### **E. Licenses and Permits**

The Contractor shall, at its expense, procure and maintain in effect any and all licenses, permits and certifications which are or may be required by regulatory bodies for the performance of custodial services.

### **F. Equipment and Supplies**

The Contractor shall assume most costs of the custodial services operation, including, but not limited to, the cost of purchase of all cleaning equipment, all types of insurance including unemployment insurance, supplies, accessories necessary for safe operation,

and all salary and benefits for custodians, supervisors and all other custodial service employees.

The Contractor will provide all cleaning chemical supplies. Cleaning supplies shall be compliant with the Green Cleaning Schools Act (105 ILCS 140).

The District will supply toilet paper, roll towels, feminine products, garbage bags, soap, and hand sanitizer. The District will supply the floor cleaning equipment for the field house at Batavia High School.

### **G. Contract Provisions**

The Board expects that all reasonable and responsible Bidder shall inform himself or herself fully with all aspects of the custodial services requirements specified in the bid documents and for the Contract.

The successful bidder shall be required to enter into a written Contract with the Board that incorporates all of the terms of these bid documents.

The Contractor shall not assign or sublet any contract entered into with the Board in whole or in part without the prior written consent of the Board.

There shall be no restriction to prevent the Board, at its sole discretion, to perform custodial services internally, contract with individual organizations to perform additional custodial services, or to expand or reduce daily custodial services to meet the needs of students, as well as students with special needs, in accordance with the demands of such needs.

No bid or contract will be accepted that contains any escalator or de-escalation (contingency) clauses for any purpose whatsoever, i.e., labor, insurance, etc.

## **IV. Service Requirements and Conditions**

### **A. Safety Requirements and Training**

The Contractor shall conduct its business at all times in a safe, efficient, and lawful manner and in accordance with such instructions and directions as may from time to time be issued by the Board and shall comply with all lawful orders, rules and regulations of the State of Illinois and the United States and the ordinances of the municipalities applicable thereto.

A training program for the Contractor's employees who are assigned to the Board shall be conducted on a regular basis by the Contractor and shall include information regarding security practices, safe handling of chemicals, asbestos training, right-to-know training according to state and federal guidelines. The program shall be designed to train new employees and serve as a review of essential information for continuing employees. Copies of these training sessions, signed attendance and proficiency testing are to be given to the Board's representative.

### **B. Management and Performance Review**

The Contractor shall provide a written summary of building conditions each month to the District representative.

The Board reserves the right to call quarterly management review meetings between the Contractor's senior management and the District representative to review ongoing operational performance.

### **C. Minimum Wage for Contractor Employees**

All Contractor employees assigned to the District shall be paid a minimum of fifteen dollars (\$15) per hour.

### **D. Building Security**

The Contractor shall share responsibility for maintaining the security of the buildings, which includes the locking of doors and operation of security systems, if any. The security responsibilities include, but are not limited to, monitoring buildings, identifying unauthorized visitors, and locking doors and windows, and the active cooperation of the Contractor's employees. At the conclusion of each work day, the Contractor is responsible for ensuring that all buildings are secure and that alarm systems, if any, are engaged.

A key check-out procedure, approved by the District, shall be established with the Contractor. Keys shall not be removed from the buildings, except for keys designated for supervisors and lead custodians. Key boxes will be provided.

### **E. Emergencies**

The Board's representative shall notify the Contractor when school is closed for snow or other emergencies.

### **F. Employee Schedules**

The Contractor shall prepare a written work schedule for each employee. It shall be the responsibility of the Contractor to see that schedules for each job to be performed are prepared in order that coverage is provided in cases of absenteeism and emergencies.

### **G. Compliance with Laws**

The Contractor shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

The Contractor must comply with the provisions of the Equal Opportunity clause as promulgated by the Illinois Department of Human Rights. The Contractor agrees that it will comply with all provisions of relevant statutes including, but not limited to, the Fair Labor Standards Act, the Equal Opportunity Employment Act, the Worker's Compensation Act, the Occupational Safety and Health Act, the Illinois Prevailing Wage Act, the Illinois Human Rights Act, Illinois AHERA and Right to Know laws and all other State and federal laws regulating the Contractor's performance of the contract work.

1. Contractors must assure that all persons employed by the Contractor, and all applicants for such employment, will not be discriminated against because of their race, creed, color, sex, handicap or national origin. Contractor must also comply with all rules and regulations of the Illinois Department of Human Rights, Illinois Human Rights Commission and the Equal Employment Opportunity Commission.
2. The Contractor shall further certify that they shall provide a drug-free workplace in full compliance with the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq. on the form attached.
3. The Contractor shall certify that it has a written Sexual Harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

## H. Insurance Coverages

The Contractor, at its sole cost and expense, will provide insurance coverage in the minimum amounts as follows:

1. **Workers' Compensation and Employers Liability.** Worker's compensation and employers liability coverage with \$1,000,000 per accident, \$1,000,000 per employee, and \$1,000,000 policy limit.
2. **General Liability.** (Occurrence Basis only) General liability policy with at least \$1,000,000 per occurrence and/or \$3,000,000 aggregate for personal injury, bodily injury, property damage, sexual abuse and the following coverage features:
  - a. Broad Form General Liability Endorsement or equivalent, if not in the policy proper.
  - b. X, C, U Coverage
  - c. Independent Contractors Coverage
  - d. Products & Completed Operations
  - e. Contractual Liability
3. **Vehicle Liability.** Vehicle liability, including coverages applicable to Illinois statutes including all owned, non-owned, and hired coverages with \$1,000,000 per occurrence and/or combined single limit.
4. **Umbrella Liability.** Limit \$5,000,000 per occurrence/ \$5,000,000 general aggregate

The insurance company issuing such policy or policies shall be licensed to do business in Illinois with a Best's Rating of "A" or better and satisfactory to the Board. Coverage shall also provide for any additional minimum coverage as may be established by law. Such insurance coverage shall be primary or "first dollar" to any insurance carried by the Board and shall also protect the Board from any liability which may arise from Contractor's execution or performance of this Contract.

The Contractor will provide a Certificate of Insurance no later than August 1 annually for the life of the Contract. Upon award of the Contract, the Contractor's insurance policies shall add the School District as additional named insured on a primary, noncontributory basis.

Each policy will affirmatively state that the coverage therein described will not be canceled until at least thirty (30) days prior written notice has been given to the Board.



**I. Interruption in Service**

In the event that the Contractor is unable to provide the services delineated in this contract, the Board may contract for similar service elsewhere, and the Contractor shall be liable for any additional costs that the Board may incur in securing such services.

**J. Force Majeure**

The Parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner if the Board must discontinue the normal use of the building because of fire, windstorm, damage to the building, or other casualty or Act of God. The Board shall inform the Contractor the date on which custodial services in that building are to stop. The Contractor shall stop service on that date and shall invoice the Board only for the portion of the month from the first day of the month to the date services were stopped.

**K. Indemnification**

Contractor shall indemnify and hold harmless the Board of Education, its members, officers, employees and agents, and the School District (collectively the "Indemnitees"), from any and all suits, claims, demands, actions, judgments, costs, including reasonable attorneys' fees, arising from or connected in any way to Contractor's performance of, or failure to perform, its duties under the contract. This provision will not apply when the loss is caused solely by the Board's negligence.

**L. Breach of Contract**

The services provided to the Board must be of the highest quality, and the Contractor agrees to maintain the quality of service at the standard of excellence as determined by the Board. The Contractor and the Board explicitly agree that the sole right to determine whether or not the quality of service during the term of this Contract is satisfactorily maintained is at the discretion of the Board. The Parties further agree that any failure to meet the standard of service determined by the Board constitutes a material breach of this Contract and constitutes sufficient reason for the Board to terminate the Contract as set forth below.

If the Contractor shall violate, breach or fail to perform any of the terms or conditions herein contained, including the provisions of the statutes, regulations, policies, or administrative rules referred to above, the Contract shall, at the option of the Board, be terminated, and the District shall be entitled to damages, including attorney fees, resulting from said breach or failure on the part of the Contractor. The partial or total failure of the Contractor to perform its services as a result of closure of buildings or Acts of God shall not be judged a breach of the proposed contract. However, the Contractor

shall not be paid for any lack of total performance in such limited instances unless otherwise required by law. If this agreement is terminated, said termination shall be effective on the date stipulated by the Board, but shall not be less than thirty (30) days after receipt of written notice by the Contractor.

If, in the opinion of the Board, minor Contract violations and/or non-performance problems occur, the Board shall be entitled to damages, including, but not limited to, attorney fees incurred in enforcing or correcting such breach.

In the event of termination for any reason, the Board reserves the right, without waiver of its rights against the Contractor and its surety, to arrange for district custodial services itself or by another person, firm, or corporation or to do any other act or thing necessary to assure continuity in the cleaning of district buildings. In the event of any such termination, the Board shall retain any other rights or remedies it may have against the Contractor and its surety.

The Board's failure to exercise its rights in any instance shall not be deemed a waiver of such right and does not preclude any subsequent right to exercise such right or seek available remedies. If the contract is terminated in accordance with any of the foregoing provisions, all Contractor rights shall cease.

## **V. Service Schedule**

### **A. Service Schedules**

The Contractor shall, in consultation with the Board's representative, provide an annual schedule to include all work designated as daily, weekly, monthly, semi-annual, yearly, etc., indicating the specific day or period during which work will be accomplished. The schedule must be provided on or before July 1<sup>st</sup> of each year.

The annual schedule must include all work to be completed when students are not in attendance. The Board's representative shall have been consulted and be in agreement with the extent of the work before submission of the schedule.

All schedules must be approved by the Board's representative.

### **B. Cleaning Hours**

Cleaning hours to be established and scheduled to not interfere with the use of the buildings. Cleaning schedules must coordinate with and work around classes, activities, athletic events, meetings and other uses of the buildings that occur outside of the regular school day.

Work hours must be approved by the Board's representative.

### **C. Event Setups and Takedowns**

The Contractor shall be responsible for all event setups and takedowns (movement, setup, breakdown, and/or storage of tables, chairs, podiums, etc.) which occur at any school on Monday through Friday. In addition, the Contractor shall be responsible for setups and takedowns at Batavia High School for any events that occur on Saturday or Sunday. For athletic events, the Contractor may be required to set up for basketball games or other activities which require the movement of bleachers, scoring tables, and mats, etc.

Further, the Contractor shall be responsible for any subsequent rearrangement that may be required for the facility to be prepared for the following day's functions and/or athletic events.

The Contractor shall not be responsible for any event setups or takedowns at the Batavia Fine Arts Centre.

## **VI. Personnel Requirements**

### **A. Employee Status**

It is understood that the Contractor, its officers, agents and employees shall be considered, and at all times act, in the capacity of an Independent Contractor and not as an employee of the Board for any purpose, and shall not acquire either by contract or by operation of law any rights or benefits provided for employees of the Board.

All Contractor employees assigned to the District must be determined by Contractor to be legally eligible to work in the United States.

The Board reserves the right to demand removal of any employee deemed unsuitable for work in connection with the services to be provided by the Contractors and such employee will be promptly replaced with a suitable employee of the Contractor. No subcontractors or contracted employees are allowed.

### **B. Qualifications**

The Board reserves the right to interview and have final approval of the custodial manager assigned to School District operations. The custodial manager is an employee of the Contractor and under no circumstances is to be considered an employee of the Board; provided that the Board has the right to require the Contractor to replace the custodial manager.

The Contractor shall provide timely notice to the Board when a member of the Contractor's management team is no longer employed by the Contractor or no longer assigned to the Board's account.

The Contractor shall not assign to perform work under the Contract any employee or agent who would be prohibited from being employed by the District, or who is listed in the Statewide Sex Offender Registry or the Statewide Violent Offenders Against Youth Database.

The Contractor shall be responsible for the neat, clean and proper appearance of all employees on duty.

Photo IDs will be furnished by the Contractor and worn by employees at all times.

All supervisors and lead custodians must be able to communicate (written and verbal) in English.

### C. Background Checks

The Contractor shall provide a complete and accurate list of names and backgrounds of all employees assigned to work in the District.

The Contractor shall, at its own expense, conduct a fingerprint-based criminal history record check on each of its employees, the results of which shall be provided to the Board's representative prior to assigning an employee to the District per the School Code of Illinois, 105 ILCS 5/10-21.9. Furthermore, the Contractor shall not assign to the District any employee who has ever been convicted of an offense as described in 105 ILCS 5/21B-80. To the extent required by law, all of Contractor's employees assigned to the District must have a *Faith's Law* (105 ILCS 5/22-94) employment history check initiated before performing work in the District.

For each Contractor's employee, the Contractor shall perform periodic checks of the Statewide Sex Offenders Database, as authorized by the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.), and the Statewide Child Murderer and Violent Offender Against Youth Notification Law (730 ILCS 154/75-105). Results from periodic background checks shall be provided to the Board's representative in a timely manner.

Each Contractor's employee who has successfully completed the fingerprint-based criminal history record check shall provide the District with a copy of a State-issued photo ID in order to receive a District-issued photo ID. A District-issued photo ID is required for any Contractor's employee assigned to work in the District and must be worn at all times.

### D. Board Policies and Procedures

The Board shall have the authority to establish reasonable policies and procedures that may apply to the performance, duties, and responsibilities of the Contractor's employees. The failure of the Contractor to obey and enforce Board policies and procedures shall be sufficient cause for the removal of such employee, and may be subject to penalties provided under the Contract.

### E. Duties

The Contractor and its personnel shall be obligated to perform and/or comply with the following non-exhaustive list of duties/requirements:

1. Provide supervision to all personnel, including at least one supervisor, while onsite.

2. Wear both Contractor and District issued photo IDs at all times while onsite.
3. Report of any breakage in furniture, windows or glass, or malfunctioning of electrical fixtures, spent fire extinguishers, plumbing leaks, fire hazards, unusually cold or warm spaces, acts of vandalism, or any other unusual circumstance on a daily basis to the Board's representative or designee.
4. Immediately report problems or circumstances of any emergency nature (broken locks, damaged doors or windows, unauthorized personnel, fire or unusual odor) to the Board's representative or designee.
5. Perform daily inspections and provide written inspection reports.
6. Regularly communicate with the Board's representative, building Principal, or other designee to ensure that high quality cleaning is occurring in each building.
7. Park personal vehicles in designated areas and affix such stickers as may be required and furnished by the District.
8. Comply with the District's energy management program and, in particular, use lighting only in active work areas and shut off lighting in inactive areas.
9. Actively comply and participate in District's building security protocols, including but not limited to:
  - a. Identification and confrontation of unauthorized visitors.
  - b. Ensuring that all doors and windows are locked.
  - c. Unlocking doors only for active events or in active work areas, i.e., only one (1) door at a time.
10. Maintain safe work practices and procedures, including but not limited to:
  - a. Ladder safety
  - b. Chemical and solvents
  - c. Lifting
  - d. Spills and wet floors

## **VII. Cleaning Specifications**

Immaterial revisions and clarifications to the cleaning specifications outlined here may be made by the Board at its sole discretion. Material revisions to the cleaning specifications may be made only with the mutual consent of both Parties.

### **A. General Cleaning Specifications**

1. All trash shall be placed in dumpsters at trash pickups and the lids shall be kept closed. Recycled items shall be collected and placed in separate containers to be emptied daily.
2. Floor finish must be reviewed by the District and shall be of high quality polymer material that retains a high gloss.

### **B. Classrooms, Offices, Stairwells, and Hallways**

Cleaning requirements for classrooms, offices, stairwells and hallways during the school year are:

1. Daily
  - a. Empty wastebaskets and recycling and return to room from which taken.
  - b. Transport to and deposit into proper refuse dumpsters, all waste materials such as cans, bottles, trays, waste paper, etc.
  - c. Clean and sanitize drinking fountains.
  - d. Spot clean desktops in office areas.
  - e. Clean counter tops.
  - f. Spot clean reception lobby glass, including front doors.
  - g. Clean whiteboards and their trays.
  - h. Spot clean walls, heating units and lockers as needed.
  - i. Clean sinks in all laboratories.
  - j. Spot clean student desktops and remove graffiti.
  - k. Empty and clean pencil sharpeners; also clean wall area around sharpeners as needed.
  - l. Set-ups and breakdowns of chairs and tables for events.
2. Weekly
  - a. Clean and sanitize telephones.
  - b. Remove fingerprints from front doors, frames, light switches, kick and push plates, handles, railings.
  - c. Dust all furniture and equipment, including desk, chairs and tables in office areas.
  - d. Dust all exposed filing cabinets, bookcases and shelves.

- e. Low dust all horizontal surfaces to 7-foot heights, including sills, molding, ledges, shelves, railings and frames.
  - f. Spot clean all display cases.
  - g. Remove dust and cobwebs from ceiling areas.
  - h. Dust window ledges near corridors in all classrooms and stairwells.
3. Monthly
    - a. High dust above 7-foot height all horizontal surfaces, including shelves, moldings, ledges, AV screens, light fixtures, tops of hallway lockers.
  4. Semi-Annually
    - a. Clean all desktops – Office Area
    - b. Dust window blinds
    - c. Wash down all furniture
    - d. Wash all interior glass, including inside of exterior windows
  5. Yearly
    - a. Deep cleaning - specifics shall be determined by the Contractor with approval from the Board's representative.

### **C. Washrooms and Locker Rooms**

1. Daily
  - a. Clean, sanitize and polish all vitreous fixtures – including toilet bowls, urinals and hand basins.
  - b. Clean and polish all chrome fittings.
  - c. Clean and sanitize toilet seats.
  - d. Clean and polish all glass and mirrors.
  - e. Empty all containers, sanitize and insert liner as required.
  - f. Wash and sanitize the exterior of all containers.
  - g. Spot clean partitions.
  - h. Remove spots, stains, splashes, and graffiti from wall areas.
  - i. Remove fingerprints from doors, frames, light switches, handles, etc.
  - j. Refill all dispensers to normal limits: tissue, towels, liners, and sanitary napkins.
  - k. Strip and remove all soil and soap scum in shower areas.
  - l. Clean and sanitize all floor and wall areas.
2. Monthly
  - a. High dust above 7-foot height all horizontal surfaces, including shelves, moldings, ledges,
  - b. Wash all door kick-plates
3. Yearly
  - a. Wash all walls, lockers, partitions and fixtures



## D. Dining Areas – Student and Faculty Cafeterias and Lounges

1. Daily
  - a. Clean and sanitize drinking fountains.
  - b. Empty, clean and sanitize all garbage cans.
  - c. Damp wipe and sanitize all table tops, seats and framework.
  - d. Spot clean walls.
  - e. Spot clean and damp wipe chairs and benches as needed.
  - f. Scrub all floor surface areas.
2. Winter and spring break
  - a. Restore finish on all floor surface areas.
  - b. Wash down all walls.
  - c. Wash down all furniture.
3. Yearly
  - a. Deep cleaning - specifics shall be determined by the Contractor with approval from the Board's representative.

## E. Kitchen Areas

1. Daily
  - a. Empty, wash and sanitize all garbage cans.
  - b. Scrub and sanitize floors; heavy mopping required.
  - c. Food service vendor will be responsible for cleaning sinks, counters, tables, chairs, flatware, and utensils.
2. Weekly
  - a. Clean and degrease all circulating fans, cooking and exhaust hoods.
3. Yearly
  - a. Wash all walls, ceilings and ceiling grids.
  - b. Wash all stainless steel equipment.

## F. Floors

1. Resilient, Ceramic, and Quarry Tile
  - a. Daily
    - i. Dust mop or sweep entire building.
    - ii. Damp mop classroom spillage.
    - iii. Scrub hallways.
    - iv. Sweep and wet mop stairwells and landings.
    - v. Sweep and damp mop all entryway vestibules.
    - vi. Spray buffing and burnishing shall be done , as needed to maintain a prolonged finished floor.
  - b. Winter and spring break

- i. Restore finish on all surface areas.
  - c. Yearly
    - i. All floor maintenance including waxing, buffing, scrubbing, stripping. In treatment of resilient-tile floors, whether top scrubbing or stripping, the practice of “flooding” in rinsing is unacceptable. A minimum standard floor finish is five (5) coats. Floor finish shall not be applied to baseboards, walls, doors or door frames.
- 2. Concrete
  - a. Daily
    - i. Sweep
    - ii. Wet mop spillage.
- 3. Field House
  - a. Daily
    - i. Sweep with provided equipment
    - ii. Clean floors with instructions provided by the district
  - b. Weekly
    - i. Clean areas of floor by baseboards with approved method.
- 4. Wood
  - a. Daily
    - i. Dust mopped with clean untreated dust mop.
    - ii. Remove scuff marks.
  - b. Yearly
    - i. Refinishing shall be the responsibility of the district.
- 5. Carpeting and Entryway Runners
  - a. Daily
    - i. Vacuum entire carpet areas
    - ii. Inspect for spots and stains, remove if possible.
    - iii. Vacuum all entryway runners and shake out excess dirt as needed. Hang up and dry out all wet runners.
  - b. Yearly
    - i. Machine shampoo and disinfect all carpeted areas.

## **G. Batavia Fine Arts Centre**

- 1. House, including balcony
  - a. Daily
    - i. Empty trash containers
    - ii. Clean litter from aisle

- iii. Vacuum carpet
    - iv. In winter months, wet mop black cement portions
  - b. Weekly
    - i. Sanitize handrails, doorknobs, etc.
  - c. Biweekly
    - i. Sweep and wet mop black cement in one section at a time, schedule determined by the Theatre Manager.
  - d. Monthly
    - i. Clean the lower part of railing and floor moldings
- 2. Lobby
  - a. Daily
    - i. Dust mop
    - ii. Wet mop spillage
    - iii. Vacuum entrance mats
  - b. Weekly
    - i. Sanitize handrails, doorknobs, etc.
    - ii. Clean all glass
  - c. Monthly
    - i. Clean the lower part of railing and floor moldings
    - ii. Clean elevator floor
- 3. Black Box
  - a. Daily
    - i. Empty trash containers
    - ii. Dust mop
    - iii. Wet mop spillage
  - b. Weekly
    - i. Sanitize handrails, doorknobs, etc.
- 4. Washrooms and Dressing Rooms
  - a. Daily
    - i. Clean, sanitize and polish all vitreous fixtures – including toilet bowls, urinals and hand basins.
    - ii. Clean and polish all chrome fittings.
    - iii. Clean and sanitize toilet seats.
    - iv. Clean and polish all glass and mirrors.
    - v. Empty all containers, sanitize and insert liner as required.
    - vi. Wash and sanitize exterior of all containers.
    - vii. Spot clean partitions.
    - viii. Remove spots, stains, splashes, and graffiti from wall areas.
    - ix. Remove fingerprints from doors, frames, light switches, handles, etc.
    - x. Refill all dispensers to normal limits: tissue, towels, liners, and sanitary napkins.

- xi. Strip and remove all soil and soap scum in shower areas.
      - xii. Clean and sanitize all floor and wall areas.
    - b. Monthly
      - i. High dust above 7-foot height all horizontal surfaces, including shelves, moldings, ledges,
      - ii. Wash all door kick-plates
    - c. Yearly
      - i. Wash all walls, lockers, partitions and fixtures
- 5. Stage and Scene Shop are the responsibility of the District

## VIII. Contract Performance and Penalties

### A. Contract Performance Evaluation

The Board's representative and the Contractor shall meet periodically to discuss the penalties assessed and/or the incentives awarded and to assess the level of performance. The Contractor shall receive written notice of any unsatisfactory evaluation.

### B. Noncompliance and Performance Penalties

Noncompliance is defined as, but not limited to, the failure to clean/maintain the buildings as contracted or as requested in accordance with the terms of the Contract. Should the Board's representative find the Contractor in noncompliance with the provisions of the Contract, the Board, at its sole discretion, may impose the following penalties:

<b>Incident</b>	<b>Penalty</b>
Failure to setup or takedown for an approved school function or event	\$500 per occurrence
Failure to properly separate trash from recyclable materials	\$500 per occurrence
"Flooding" floors during top scrubbing or stripping	\$1,000 per occurrence
Failure to complete daily or weekly cleaning requirements	\$500 per occurrence
Failure to complete semi- or annual cleaning requirements	\$500 per occurrence

The Board may, at its sole discretion, impose reasonable penalties and restitution for other material or recurring performance infractions not enumerated above.

Any penalty assessed shall be deducted from the first invoice following the noncompliance. The failure of the Board to assess or collect any penalty under this Section shall not be considered a waiver of the Board's right to assess or collect that penalty in the future or a waiver with respect to any future violation committed by the Contractor.

## **IX. Appendices**

## Appendix A. Service Contract

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **Board of Education of Batavia School District No. 101, Kane County, Illinois (“District”)**, and \_\_\_\_\_ (**“Contractor”**) (collectively referred to as **“the parties”**).

### WITNESSETH

**WHEREAS**, District has requested public bids for the provision of district custodial services (**“Services”**);

**WHEREAS**, Contractor has submitted a bid for provision of the Services; and

**WHEREAS**, District has awarded this Contract to Contractor to provide custodial services in accordance with the Contract Documents described herein.

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

1. **Duration of Contract.** The Contract shall be effective from July 1, 2024, and shall continue in force and effect until June 30, 2027, and for the period thereafter as may be extended by the parties.
2. **Contract Documents.** The documents comprising the entirety of this Contract (the **“Contract Documents”**) are the Bid Specifications, including Appendices thereto, the bid proposal form submitted by Contractor, including any additional documentation submitted with the bid proposal form, and this Contract.
3. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the term or provision of this Contract shall prevail over all other documents, and the term or provision of the Bid Specifications and Appendices thereto shall prevail over the Contractor’s bid proposal form.
4. **Compensation.** Contractor shall provide all services as awarded by District and shall be compensated according to the terms of the Bid Specifications and their Appendices in the amounts listed in the bid proposal form submitted by Contractor, with additions or deductions as authorized by the Contract Documents.
5. **Complete Understanding.** The Contract Documents set 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 Contract shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

7. **Indemnification.** The Contractor agrees to indemnify, hold harmless, and defend the District and the Board, including, but not limited to, its individual members, officers, employees, student teachers, students, volunteers, representatives, agents, successors, and assigns, and each and every one of them, from and against all suits, actions, legal proceedings, claims, and demands and against all damages, judgments (including, but not limited to, for personal injury or death to any third party, employee or student of the District, employee of the Contractor or any subcontractor, and their dependents or personal representatives), losses, costs, expenses, and attorney’s fees in any manner caused by, arising from, incident to, connected with, or growing out of the maintenance or operation of buses or the provision of transportation services under this contract, or arising out of any infringement of any patent, copyright or trademark.

**IN WITNESS WHEREOF**, the parties have executed this Contract in duplicate on the dates indicated below.

**DISTRICT:**

**CONTRACTOR:**

BOARD OF EDUCATION OF BATAVIA UNIT  
SCHOOL DISTRICT NO. 101, KANE COUNTY

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

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

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

Its: Board President

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

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

Its: Board Secretary

Date: \_\_\_\_\_

\_\_\_\_\_





**Appendix B. School and Current Custodial Staffing Information**

**Batavia High School - 14 FTE**

1201 Main St  
 Batavia, IL 60510  
 Gross Sq Ft - 527,687  
 No. of Classrooms - 126  
 7:30a - 2:30p

**Rotolo Middle School - 6 FTE**

1501 S Raddant Rd  
 Batavia, IL 60510  
 Gross Sq Ft - 188,491  
 No. of Classrooms - 80  
 8:00a - 3:30p

**Alice Gustafson School - 2.5 FTE**

905 Carlisle Rd  
 Batavia, IL 60510  
 Gross Sq Ft - 83,067  
 No. of Classrooms - 31  
 9:00a - 3:30p

**H.C. Storm School - 2 FTE**

305 N Van Nortwick Ave  
 Batavia, IL 60510  
 Gross Sq Ft - 57,245  
 No. of Classrooms - 23  
 9:00a - 3:30p

**Hoover-Wood School - 2 FTE**

1640 Wagner Rd  
 Batavia, IL 60510  
 Gross Sq Ft - 59,018  
 No. of Classrooms - 26  
 9:00a - 3:30p

**J.B. Nelson School - 2 FTE**

334 William Wood Ln  
 Batavia, IL 60510  
 Gross Sq Ft - 56,733  
 No. of Classrooms - 24  
 9:00a - 3:30p

**Louise White School - 2 FTE**

800 N Prairie St  
 Batavia, IL 60510  
 Gross Sq Ft - 57,200  
 No. of Classrooms - 24  
 9:00a - 3:30p

**Grace McWayne School - 2 FTE**

3501 Hapner Way  
 Batavia, IL 60510  
 Gross Sq Ft - 59,018  
 No. of Classrooms - 26  
 9:00a - 3:30p

**Rosalie Jones Administration Center - .5 FTE**

335 W Wilson St  
 Batavia, IL 60510  
 Gross Sq Ft - 17,720  
 7:00a - 4:30p

**Maintenance Facility - .25 FTE**

804 Main St  
 Batavia, IL 60510  
 Gross Sq Ft - 2,064  
 7:00a - 4:30p



### **Appendix C. Required Bid Forms**

The following forms must be completed and submitted with the sealed bid.

**Appendix C1. Bid Submittal Form**

**Part A: Base Bid**

For fiscal year 2024-25, the undersigned agrees to perform all the work required for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

For fiscal year 2025-26, the undersigned agrees to perform all the work required for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

For fiscal year 2026-27, the undersigned agrees to perform all the work required for the sum of:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

The undersigned, having become familiar with the local conditions affecting the cost of providing custodial services as specified in the Contract Documents including the Advertisement for Bid, Instructions to Bidders, Bid Qualifications, Specifications, Requirements, and Addenda issued thereto, hereby agrees to furnish all labor, material, equipment, and services as stipulated.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
By

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City, State ZIP

\_\_\_\_\_  
Its

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date



## Appendix C2. Contractor Certifications

### Addenda Receipt

The receipt of addenda numbers(s) \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged. Failure of any Bidder to receive any addenda or interpretation shall not relieve the Bidder from obligations specified in the Bid. All addenda shall become part of the final contract.

---

Signature

### Certificate of Eligibility to Bid

The undersigned hereby certifies that the Bidder is not barred from Bidding on the Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Illinois Criminal Code of 1961, as amended. (720 ILCS 5/33E-3, 720 ILCS 5/33E-4). He/she/it also certifies that he/she/it has read, understands, and agrees that the Board's acceptance of the Contractor's offer by issuance of a contract will create a binding contract.

---

Signature

### Non-Collusion Affidavit

The undersigned Contractor or agent states that he/she/it has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her/it, 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. Contractor further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value on account of such sale.

---

Signature

**Certificate Regarding Sexual Harassment Policy**

The undersigned Contractor certifies that he/she/it has complied with the requirement of 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 this contract.

---

Signature

**Certificate of No Smoking/Tobacco Policy**

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

---

Signature

**Certificate Regarding Equal Employment Opportunity**

The undersigned hereby certifies that the Bidder is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105).

---

Signature



**Certificate of Compliance with Illinois Drug-Free Workplace Act**

The undersigned, having 25 or more employees, 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 work 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 the Contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

---

Signature



**Acknowledgement of Submission**

After having read all the bid specifications and conditions and understanding the same, I hereby submit this bid proposal in accordance with the bid specifications and conditions contained in these Bid Documents.

The undersigned hereby certifies that the undersigned has read, understands, and agrees to all of the terms included in these Bid Documents and Appendices. If the Board of Education chooses to accept this bid proposal, the Bid Documents and Appendices will be incorporated into and become part of the binding Contract between the Bidder and the Board of Education. In making this bid proposal, the undersigned waives all right to plead any misunderstanding of the Bid Documents and agrees to perform all of the work required herein. If this bid proposal is accepted, the undersigned offers and agrees to furnish all services upon which prices are quoted, at the price and terms stated, and subject to all conditions recorded on this bid proposal.

The undersigned Contractor has checked all the figures contained in this proposal and further understands that the Board will not be responsible for any errors or omissions made therein by the undersigned.

_____	_____
Contractor	By
_____	_____
Address	Signature
_____	_____
City, State ZIP	Its
_____	_____
Telephone	Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

