



AMENDMENT #2 TO AGREEMENT

This Amendment dated April 4, 2022 and effective August 1, 2022 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Agreement, dated May 30, 2019, and previously amended May 5, 2020, by and between Company and Contractor (collectively, the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

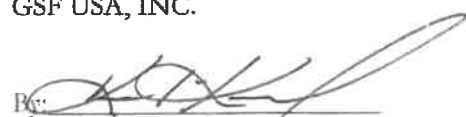
The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:

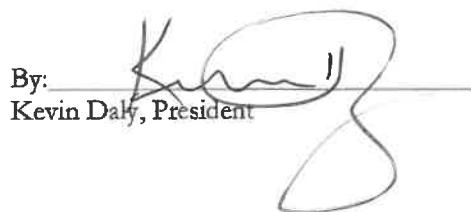
- A. Pricing: The parties agree to a 3.25% increase and that the annual contract price will be four hundred forty-nine thousand seven hundred ninety-eight dollars and 71/100 (\$449,798.71) for the August 1, 2022 - July 31, 2023, of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term
- B. Hourly rates for work requested by the District which is beyond the scope of service 2022-2023:
 - a. Maintenance: \$44.10/Hour
 - b. Custodial: \$33.35/Hour
 - c. Grounds: \$33.35/Hour
- C. The bid package for "LINCOLNWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall continue to be made a part of this Agreement and incorporated herein, and shall continue to define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.
- D. No Other Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 as of the date and year first above written.

GSF USA, INC.

By: 
Kurt A. Kuempel, Vice President

Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74

By: 
Kevin Daly, President

**LEGAL NOTICE
INVITATION TO BID**

Sealed bids for a contract for custodial services will be received by the Board of Education of Lincolnwood School District No. 74, Cook County, Illinois, at its Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712, until 1:00 p.m. central prevailing time on Tuesday, the 7th day of May, 2019. Bids will be opened and read aloud at that time.

Bids will be sought for a three-year contract with options to renew for two additional one-year periods. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago. The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. The agreement shall commence August 1, 2019. The specifications and invitation for bids can be obtained by contacting Ms. Courtney Whited, Business Manager, at (847) 675-8234 or cwhited@sd74.org beginning April 16, 2019. A pre-bid meeting and building walkthrough will be conducted on Monday, April 29, 2019, at 3:00 p.m., starting at the Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712. Bidders must submit all questions regarding the specifications and invitation for bids in writing to Ms. Whited. Replies will be issued to all bidders of record in the form of an Addendum. Questions received after 4:00 P.M. central prevailing time on Tuesday, April 30, 2019, cannot be answered.

Each bidder expressly agrees that such bid may not be withdrawn for a period of ninety (90) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District and may result in disqualification from future bids.

The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed. The Board of Education will award the contract to the lowest responsible bidder that meets the criteria as established in the specifications and the contract will be awarded only after a formal notice is given to the successful bidder pursuant to action by the Board of Education.

DATED this 25th day of April, 2019.

John P. Vranas, Secretary
Board of Education
Lincolnwood School District No. 74

NOTICE TO BIDDERS
AND
SPECIFICATIONS FOR CUSTODIAL SERVICES – 2019

Lincolnwood School District No. 74

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I. INSTRUCTIONS TO BIDDERS

1. The Board of Education of Lincolnwood School District No. 74 (hereinafter sometimes referred to as the "District" or the "School District") will receive bids for custodial services, on a three-year agreement with options to renew for two additional one-year periods, in accordance with these Instructions to Bidders and the Specifications set forth below. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, approximately 10 miles north of downtown Chicago. The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. The agreement shall commence August 1, 2019. The District may terminate the agreement for its convenience by providing at least thirty (30) days' written notice of termination.

2. Bids will be publicly opened and read aloud on Tuesday, May 7, 2019, at 1:00 pm at the District Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712. Bidders must submit all questions regarding these Specifications and Instructions to Bidders or the exhibits attached hereto in writing to Ms. Courtney Whited, Business Manager, Administration Building, 6950 N. East Prairie Rd., Lincolnwood IL 60712, cwhited@sd74.org, between 9:00 a.m. and 4:00 p.m. Monday through Friday beginning April 16, 2019. Replies will be issued to all bidders of record in the form of an Addendum. Questions received after 4:00 p.m. on Tuesday, April 30, 2019, cannot be answered. A pre-bid meeting and building walkthrough will be conducted on Monday, April 29, 2019, at 3:00 p.m., starting at the Administration Building.

3. All bids must be submitted in duplicate on the Bid Form, a copy of which is attached hereto as Exhibit "A", provided by the District. The wording of the Bid Form shall not be changed or altered.

4. The Board of Education reserves the right to reject any and all bids or any part thereof, to waive any informalities, errors or irregularity in bids received or in the bidding process, and to accept the bid that the Board of Education deems the most favorable to its interest after all bids have been examined and canvassed.

5. Each bidder expressly agrees that such bid may not be withdrawn for a period of ninety (90) days from the opening thereof. Withdrawal within such period shall subject the bidder to penalties and damages to the District to the extent that such withdrawal results in loss to the District.

6. Bids are due on **Tuesday, May 7, 2019 at 1:00 p.m.** and are to be submitted in duplicate in a sealed envelope bearing the bidder's name and address, and marked "CUSTODIAL SERVICES BID FOR SCHOOL DISTRICT NO. 74". No bids will be accepted after this date and time. Bidder assumes the risk of any delay in the handling or delivery of mail or other courier service.

7. The Board of Education will award the contract to the lowest responsible bidder, considering conformity with the bid requirements, terms of delivery, quality, and serviceability, in accordance with the criteria as established in the specifications. While the entire bid submitted by a prospective bidder will be reviewed and evaluated, particular attention will be paid to those criteria which are referenced below.

8. Commencing on August 1 of the second contract year and each contract year thereafter, the successful bidder will be eligible to receive an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The increase shall not exceed five percent (5%) per year. In the event the applicable CPI-U is negative, the current price shall remain unchanged. Should the District increase or decrease the square footage requiring services by more than 10% after the award, an adjusted price shall be negotiated. Such changes will take effect on the date of the change in services.

9. A bidder may withdraw a bid at any time prior to the closing time for the receipt of bids. Any modification to a bid may only be made by the withdrawal and substitution of another sealed bid.

10. Each bidder warrants and represents that: (i) he or she has read and understands these instructions and specifications; (ii) its bid is based on the specifications and terms and conditions contained in these specifications; and (iii) he or she is the authorized representative of the bidder and has the authority to bind the bidder under the terms and conditions thereof.

11. The District is exempt from paying Illinois Use Tax, Illinois Retailers' Occupation Tax, and federal excise taxes. No taxes shall be included in the bid price.

12. The failure of the District 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 District shall not have waived any rights under this specification unless specifically set forth in writing.

13. If the successful bidder fails to fulfill any terms and conditions of the agreement, said bidder may be declared to be in default by the Board and shall be subject to any and all other

remedies available to the Board, including the termination of the agreement for breach of contract. The District may terminate the agreement for its convenience by providing at least thirty (30) days' written notice of termination. The termination of the agreement for breach of contract shall not in any way limit the District's damages or remedies.

14. The successful bidder shall at all times observe and comply with all applicable laws, rules, ordinances, and regulations, including, but not limited to, the Illinois School Code (105 ILCS 5/1-1 *et seq.*), the Illinois Prevailing Wage Act (820 ILCS § 130/1 *et seq.*), the Illinois Human Rights Act (775 ILCS § 5/1 *et seq.*), the Equal Employment Opportunity Clause at Title 44, Part 750, of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20), which is fully incorporated herein, 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 agreement.

15. The successful bidder shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the School District.

16. All bidders agree, by virtue of submitting a bid, that any agreements entered into as a result of this invitation to bid shall be governed by the laws of the state of Illinois without regard to the conflicts of laws provisions therein and venue for all actions between the parties shall lie solely in the Illinois circuit court having jurisdiction over Cook County, Illinois.

II. GENERAL / INSURANCE REQUIREMENTS

1. Provide five (5) Illinois references for which your company is currently performing, or has performed in the last three (3) years, substantially similar custodial services as what is required within this request for bids. These references must be for services provided at buildings of similar size and for similar services. At least three (3) of these references must be schools, public or private. For each reference, list the scope of custodial services provided, enrollment figures, number of buildings served, and a contact name and phone number. List each district as one reference. Do not list each school in a district as a separate reference.

2. Provide detailed information of your company's background, such as years in operation, number of employees, locations, and any attributes unique to your company. If your company is a regional or national organization, please provide a narrative describing your company's regional or national support and how this support may provide benefit to the District. In providing your company's background, include an organizational chart that shows the structure of your organization and the relationships and relative ranks of your officers.

3. Please provide a narrative describing your company's experience working with organized labor unions and copies of any collective bargaining agreements that would be applicable to the services provided under this request for bids.

4. Submit with your bid the last three (3) years of your company's certified audited financial statements. Additionally, please state if your company has ever sought bankruptcy protection and, if so, when and the result thereof.

5. By virtue of submitting a bid, bidders agree that the successful bidder shall indemnify and hold harmless the Board of Education of the School District, its individual board members, officers, employees, agents, volunteers, successors, and assigns (collectively, the

"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 successful bidder, its employees, agents, assigns, or subcontractors; and/or (2) any breach by the successful bidder of the terms of the agreement entered into as a result of the bid. Further, the bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on school district property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by the Board of Education for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for bidder's own negligence.

6. Bids shall be submitted with the cost of insurance included. The successful bidder shall provide, for and during the term of the Agreement, insurance with a suitable insurance company, with an A.M. Best rating of A-X or better:

- a. 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:
- b. Business Auto Coverage insurance, including all autos, in the amount of \$1,000,000 each accident:

- c. Worker's Compensation coverage in the minimum statutory amounts, and Employers' Liability Insurance in the minimum amount of at least \$1,000,000 each employee each accident and at least \$1,000,000 each employee disease; and
- d. Umbrella or Excess Liability coverage on an occurrence basis in a minimum amount of \$5,000,000 per occurrence and in the aggregate.

The policies of insurance shall name the Board of Education and the School District as additional insureds for any claims arising out of the performance or acts of the Supplier in accordance with the terms of the agreement. Such insurance shall be primary, and any insurance maintained by the School District shall be secondary. The District will be provided with a current insurance certificate at all times which indicates proof of the existence of the policy, showing the name of insured and additional named insureds, and also providing for a minimum sixty (60) day "Notice of Cancellation" clause.

III. GENERAL SPECIFICATIONS

1. Staff Considerations.

- a. The successful bidder shall obtain fingerprint-based criminal background investigations of any employees who are or will be performing work on school district property or in school district buildings in order to ascertain whether such employees have been convicted of any of the offenses enumerated in 105 ILCS 5/10-21.9. Such criminal background checks will be performed at the successful bidder's expense. The successful bidder shall conduct a check of the Illinois Statewide Sex Offender Database as to all persons working on any School District property or buildings. Should any of the successful bidder's employees be identified as a sex offender, the successful bidder shall remove those persons from the work immediately. The costs related to such removal and substitution of personnel shall be borne solely by the successful bidder. By virtue of submitting a bid, each bidder 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 Superintendent of Schools or the Board of Education. The successful bidder shall ascertain that its employees are notified of this law and that said employees are directed to notify their employer if they have been charged with or convicted of a sex offense restricting their presence on school property. The successful bidder will then provide appropriate and immediate notification to the School District.

- b. The successful bidder is expected to interview all incumbent hourly staff who apply for a position and pass the background screening. Hourly employees that are hired during the transition period will be provided a 60-day probation period.
- c. The successful bidder is expected to provide wages consistent with the local market and comply with related labor laws.
- d. All incumbent staff hired by the successful bidder during the transition period will be offered health insurance benefits that are compliant with any government mandated healthcare program. This benefit program must be compliant with the Affordable Care Act. Please describe your company's healthcare plans, including overview of coverage and the amount of the employee contribution of all relevant plans. Healthcare coverage for the incumbent staff hired by the successful bidder during the transition period will begin immediately without a waiting period.
- e. The successful bidder will provide an effective method to capture the time worked by the hourly staff. Please describe your company's time tracking methodology.
- f. All employees assigned to the District must complete required training prior to beginning work. All employees must be engaged in an on-going safety training program. Please describe your company's safety training program.
- g. All employees assigned to the District must have appropriate license(s) and competencies prior to beginning work. All employees must be engaged in an on-going technical training program. Please describe your company's technical training program.

- h. The successful bidder will provide appropriate uniforms and personal protective equipment to all employees associated with the custodial services. Please describe the uniforms that should expect the hourly employees to be wearing.
- i. The successful bidder will provide on-site management of staff.

2. Mobile Communication Devices. The successful bidder will provide mobile phones to facilitate communication with the custodial personnel. The successful bidder will provide smartphones/tablets to facilitate communication with the maintenance technicians. The usage of these devices shall be used for the implementation of a computerized maintenance management system.

3. Computers and Office Equipment. The successful bidder will provide office equipment necessary to support the requirements of this agreement, including computers and printers (copier, fax, phones).

4. Quality Assurance / Quality Control. The successful bidder will provide a comprehensive Quality Assurance / Quality Control system and customer satisfaction surveys. Describe your company's program(s) for quality control and customer satisfaction surveys.

5. Reporting. The successful bidder will provide routine communication with the District. The successful bidder will provide monthly written reports noting: completed training, future objectives, challenges, quality assurance results and work order completion rates. Please provide a sample monthly report. The successful bidder will host quarterly meetings with the administration of the District to review accomplishments and establish future objectives. These quarterly meetings will be hosted by the bidder's regional manager and/or their superiors.

6. Office and Storage Accommodations. The District will provide adequate office, work and storage space to support the requirements of the agreement. Utilities, phone and internet services are included in this accommodation.

7. Sub-contracting. The agreement is not transferable or assignable by either party, but will inure to any successor district of the District or any successor entity to the successful bidder. All employees that are performing these services in the District must be directly employed by the successful bidder. Bidders shall disclose any intent to sub-contract any portion of the agreement in their bids. Any other sub-contractor that will be utilized for any of these services stated must be approved by a designee of the District. Rationale for utilizing a sub-contractor and related information should be stated in a prominent manner in the bid.

IV. CUSTODIAL OPERATIONS SPECIFICATIONS

1. Labor Specific to Custodial Operations. The successful bidder will provide on-site management personnel, on-site administrative personnel, and on-site custodial technicians sufficient enough to satisfy these specifications, including associated wages, taxes and benefits. Provide an anticipated staffing plan. Staff levels shall not be less than the minimum staffing levels specified as follows, for services Monday through Friday, excluding holidays:

- a. During the school year when the school buildings are open (i.e. student and/or staff attendance):
 - i. Three (3) full-time custodians on day shift (beginning before staff arrival, with times to be determined), one each for the three (3) school buildings, with one custodian who will also attend to the Administration Building;
 - ii. Eight (8) full-time custodians on night shift (to coincide with student dismissal, with times to be determined), to be distributed among the three (3) school buildings as appropriate; and
 - iii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined overlapping both shifts).
- b. During the school year when the school buildings are not open to students but are open to administrators and other staff (i.e. fall, winter, spring breaks, etc.):
 - i. Eleven (11) full-time custodians, to be distributed among the three (3) school buildings as appropriate, with shift times to be determined; and
 - ii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined).

c. During the summer break, including summer deep-cleaning and ordinary cleaning attendant to summer school and administrative operations:

- i. Eleven (11) full-time custodians, to be distributed among the three (3) school buildings as appropriate, with shift times to be determined; and
- ii. One (1) full-time on-site management/administrative employee to supervise and monitor custodial services (with times to be determined).

2. Materials. The District will provide all cleaning supplies and hand tools (cleaning chemicals, floor finishes, mops, buckets, brooms, brushes, rags, etc....) and is expected to provide all consumable products (paper towels, toilet tissue, trash bags and hand soaps). The successful bidder will provide appropriate uniforms and personal protective equipment to all employees associated with the custodial services.

3. Computerized Quality Assurance / Quality Control System. The successful bidder will provide a computerized Quality Assurance / Quality Control system and pay for all required software and licensing fees. The QA/QC system must be capable of generating effective efficiency reports. Provide sample reports with your bid. The QA/QC system shall support inspection data collection via smartphones and/or tablets.

4. Management of Energy Consumption. Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room. Cleaning personnel are not to change or override established heating and cooling temperatures in schools.

5. Cleaning Frequencies by Area / Assignment.

a. Classrooms

Daily

- Empty wastebaskets and replace liners as needed
- Spot Clean desk tops (removal of graffiti)

- Clean and sanitize counters and sinks
- Dust mop all composition floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet as needed
- Vacuum walk-off mats
- Secure any exterior doors and windows and turn off lights before leaving room

Weekly

- Low dust all horizontal surfaces to hand height (60") including desks, chairs and tables
- Sweep baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Clean all door glass
- High dust above hand height (60") horizontal surfaces, including shelves, pipes, moldings, etc. (reachable by 6 ft. ladder)
- Dust blinds

b. Offices

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Clean all windows and glass partitions to hand height
- Clean desk tops
- Dust mop all hard surface floors (with chemically treated dust mop)
- Mop all hard surface floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (60")
- Damp clean baseboards
- Damp clean window ledges
- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Dust blinds

c. Teacher Work Area and Duplication Rooms

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Clean all windows and glass partitions to hand height
- Damp clean counter tops
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (60")
- Damp clean baseboards
- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)

d. Library

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.

- Dust interior window ledges
- Clean all window glass and glass partitions to hand height
- Clean desk tops
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (60")
- Dust all book shelves (books to remain in place)
- Damp clean window ledges
- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc. (reachable by 6 ft. ladder)

e. Cafeteria & Kitchen Areas

Daily (five days per week)

- Floors swept and mopped, including under equipment and counters
- Available to clean spills as needed
- Clean floors and sanitize cafeteria tables in between lunch groups
- Bring dirty lunch trays to kitchen for cleaning
- Visible in cafeteria during lunch serving to sweep & mop up food and drink spills
- Garbage to be emptied in kitchen areas as needed throughout the day, with boxes broken down and brought to dumpster for recycling.
- Coolers and pantry mopped
- Hand sinks and floor sinks cleaned
- Paper towel and soap dispensers checked and filled daily

Weekly

- Wash out garbage cans in kitchen and cafeteria as needed

- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc.
- Other cleaning duties as may be assigned by Cafeteria Manager or Director of Buildings & Grounds as needed

f. Common Areas (Lobbies/Corridors/Stairs/Elevators)

Daily (five days per week)

- Clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop all hard surface floors
- Mop all hard surface floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures
- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Clean all hall walls (more often if needed)

g. Restrooms/Dressing Rooms

Daily

- Check restrooms throughout the school day
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all fixtures including toilet bowls, urinals and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors

- Wash and sanitize exterior of containers
- Remove spots, stains and splashes from wall area and counter tops
- Clean metal partitions
- Sweep floors
- Mop floors with germicidal disinfectant at least daily
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railing, etc.

Weekly

- Low dust horizontal surfaces to hand height (60")
- Clean walls thoroughly with cleaning and sanitizing solution
- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc. (reachable by 6 ft. ladder)
- Machine scrub floors with germicidal disinfectant

h. Multi-purpose/Gymnasium

Daily (Five days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switched, kick plates, push plates, handles, railings, etc.
- Dust mop floors and/or vacuum all carpeted areas
- Spot mop composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots

Weekly

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (60")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, and clean floor underneath

Annually

- High dust above hand height (60") all horizontal surfaces including

- shelves and molding
 - Scrub composition floors as needed
- i. Grounds Maintenance immediately surrounding the building (within 15 feet)
- Daily (Five days per week)
- Remove trash and debris around entrances
 - Empty trash containers
- j. Day custodian duties
- Daily (Five days per week)
- Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, and take out trash
 - Pick up trash outside of building at least one (1) time per day
 - Change light bulbs and tubes (reachable by 6 ft. ladder)
 - Clean and mop any accident that may occur during the day
 - Respond to clean up request by Building Engineer or Principal
 - Clean electrical rooms and storage closets
 - Set up and break down cafeteria areas
- k. Special Events (Athletic events, Theater productions, Concerts, PTA Meetings, Board Meetings, etc.): Check and maintain cleanliness as needed.
- l. All hard surface floors are to be stripped and waxed three times per year. Times per year is defined as summer, winter and spring break per District instructions.
- m. The successful bidder shall provide one full time day custodian to assist in daily set up and cleaning of Lincoln, Todd and Rutledge Halls.
- n. Any other duties as requested by the building engineers.

V. SUMMER DEEP-CLEANING SPECIFICATIONS

1. During the summer break, the successful bidder will provide on-site management personnel, on-site administrative personnel, and on-site custodial technicians sufficient enough to perform a deep cleaning of all hallways, classrooms, gymnasiums, and other areas in the school district, as well as other services as required above. The summer deep cleaning activities will include, but not be limited to, the following:

- Move out furniture in each classroom
- Clean and disinfect all furniture
- Wash and disinfect all horizontal and vertical surfaces
- Clean out and wash all lockers
- Strip and resurface all classroom tile floors
- Replace all furniture in each room
- Clean all windows, interior and exterior
- Dust bleachers and all surfaces in gymnasiums
- Clean all walls, tables, and chairs in all cafeterias
- Strip and resurface tile floors in all cafeterias
- Extract all carpets
- Clean all surfaces in all stairwells
- Strip and resurface all hallway tile floors

2. The above deep-cleaning activities shall be in addition to customary cleaning activities for classrooms and office spaces, restrooms, and common areas that remain open and in use by District staff during the summer break, including summer school operations.

VI. BUILDING LIST

1. All district buildings are located on the same campus in Lincolnwood, Illinois 60712. All square footages and enrollments are approximate.

2. Marvin Garlich Administration Building, 6950 N. East Prairie Rd., is a two-story 10,000 sq. ft. building containing 12 offices, 7 washrooms, 2 conference rooms, a staff lounge, multiple open office spaces, and associated copy, storage, and common areas.

3. Lincoln Hall Middle School, 6855 N. Crawford Ave., is a three-story, 145,000 sq. ft. building serving 400 students in grades six through eight. It contains 43 classrooms (including STEM and non-traditional classroom spaces), 17 washrooms, a full kitchen, a cafeteria, a gymnasium, an auditorium, music areas for orchestra, band, and choral instruction, a staff lounge, offices, and associated copy, storage, and common areas.

4. Rutledge Hall School, 6850 N. East Prairie Rd., is a two-story, 60,000 sq. ft. building serving 400 students in grades three through five. It contains 35 classrooms, 12 washrooms, a small kitchen, a multi-purpose cafeteria/gymnasium, a staff lounge, offices, and associated copy, storage, and common areas.

5. Todd Hall School, 3925 W. Lunt Ave., is a one-story, 60,000 sq. ft. building serving 400 students in pre-kindergarten through grade two. It contains 35 classrooms, 24 washrooms, a small kitchen, a multi-purpose cafeteria/gymnasium, a staff lounge, offices, and associated copy, storage, and common areas.

EXHIBIT A – BID FORM

Lincolnwood School District No. 74
CUSTODIAL SERVICES BID 2019

After having read all the Specifications and instructions for bidders and understanding the same, I hereby submit the following bid for the custodial services needs of Lincolnwood School District No. 74 in accordance with said Specifications:

Total Annual Cost for Scope of Services, 2019-2020: \$ 415,459.45

Hourly rates for work requested by the District which is beyond the scope of services, 2019-2020:

• Maintenance	\$ <u>41.67</u>	<u> </u> /hour
• Custodial	\$ <u>30.00</u>	<u> </u> /hour
• Grounds	\$ <u>30.00</u>	<u> </u> /hour

I acknowledge that these bid prices are calculated including all costs of employee wages and benefits, liability and workers' compensation insurance, uniforms, personal protective equipment, mobile communication devices, QA/QC system, and reporting, all as described in the Specifications. In successive years, the annual cost and hourly rates stated above may be eligible for an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, not to exceed five percent (5%) per year, or shall remain unchanged in the event of a flat or negative CPI-U. Should I be awarded the contract, I acknowledge that any resulting agreement shall be substantially in accordance with the Specifications and subject to approval by the legal counsel for the School District. The term of the agreement shall commence August 1, 2019, for a three-year initial term with options to renew for two additional one-year periods by mutual agreement of the parties.



SIGNED

Kurt Kuempel
PRINT NAME OF SIGNATORY

GSF USA, INC.
COMPANY NAME

2200 E. Devon Ave., Suite 283
ADDRESS

Des Plaines, IL 60018
CITY STATE ZIP

5/06/2019

DATE

General Manager
PRINT TITLE OF SIGNATORY

35-1734232
FEIN

847.913.0085

PHONE

847.913.2018

FAX

EXHIBIT A – BID FORM

Include with this bid form and certifications the following items:

- i. Five (5) Illinois references, at least three (3) of which must be schools;
- ii. Detailed information of your company's background, including regional/national information and organizational chart;
- iii. Narrative regarding organized labor experience and copies of any applicable collective bargaining agreements;
- iv. Most recent three (3) years of certified audited financial statements;
- v. Statement regarding whether your company has ever sought bankruptcy protection and, if so, when and the result thereof;
- vi. Sample certificate of insurance;
- vii. Description of current wages and employee benefits;
- viii. Description of time tracking methodology;
- ix. Description of safety, licensure, and technical training programs;
- x. Description of uniforms, personal protective equipment, and mobile communication devices to be provided to assigned employees;
- xi. Description of Quality Assurance / Quality Control system and Reporting system, including coordination with smartphones/tablets, data collection, and sample reports; and
- xii. Anticipated staffing plan.

Bids are due on Tuesday, May 7, 2019, at 1:00 p.m. and are to be submitted in duplicate in a sealed envelope bearing the bidder's name and address, and marked "CUSTODIAL SERVICES BID FOR SCHOOL DISTRICT NO. 74" to the following address:

ATTN: Ms. Courtney Whited, Business Manager
Lincolnwood School District No. 74
Administration Building
6950 N. East Prairie Rd.
Lincolnwood IL 60712

EXHIBIT A – BID FORM

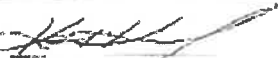
THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR PARTS THEREOF WHICH ARE SEVERABLE AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR TECHNICAL DEFECTS IN BIDS OR THE BIDDING PROCESS AS WILL SERVE THE BEST INTERESTS OF THE DISTRICT.

CERTIFICATIONS

The undersigned hereby affirms that:

- * He/She is a duly authorized agent of the vendor.
- * He/She has read and agrees to the request for bids.

I certify that I am submitting the foregoing as my firm's bid. I understand by virtue of executing and returning with this bid this required response form, I further certify full, complete, and unconditional acceptance of the contents of this request for bids.

Print Name: Kurt Kuempel Title: General Manager
Company Name: GSF USA, INC.
Address: 2200 E. Devon Ave., Suite 283
City State ZIP: Des Plaines, Il. 60018 Telephone: 847.913.0085
Fax: 847.913.2018 E-Mail: kkuempel@gsf-usa.com
Signature:  Date: 5/06/2019

COLLECTIVE BARGAINING

The undersigned hereby certifies that SOME OR ALL / NONE (check one) of my firm's employees are represented by an exclusive bargaining representative recognized and certified by a labor relations board. I certify that I have provided copies of all collective bargaining agreements that my firm is subject to. I further certify that I have disclosed information on all petitions for certification, decertification, or any other action pertaining to collective bargaining that are presently outstanding but have not yet resulted in a signed collective bargaining agreement.

Signature:  Date: 5/06/2019

EXHIBIT A – BID FORM

ANTI-COLLUSION CERTIFICATION OF COMPLIANCE

Kurt Kempel, being first duly sworn, deposes and says:
(print name)

that he/she is General Manager of GSP USA, INC.
(owner, president, partner, etc.) (name of company)

the party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantages against any other bidder or any person interested in the proposed contract.

Signature:  Date: 5/06/2019

CERTIFICATE OF ELIGIBILITY TO BID

GSP USA, INC. (bidder), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961, as amended, hereby certifies that neither he/she/its partners, officers, or owners of his/her/its business have been convicted in the past five (5) years of the offenses of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961, as amended, and that neither he/she/its business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended.

Signature:  Date: 5/06/2019

EXHIBIT A – BID FORM

SEXUAL HARASSMENT

The undersigned hereby certifies that my firm has complied with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), as amended, with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into this contract. The Board of Education states that it is in compliance with said law

Signature: _____

Date: 5/06/2019

HOLD HARMLESS AGREEMENT

The bidder hereby agrees to indemnify, defend and hold harmless the Board of Education of the School District, its individual board members, officers, employees, agents, volunteers, successors, and assigns (collectively, the "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 successful bidder, its employees, agents, assigns, or subcontractors; and/or (2) any breach by the successful bidder of the terms of the agreement entered into as a result of the bid.

Further, the bidder agrees to assume the entire liability for all personal injury claims suffered by its own employees allegedly injured on school district property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by the Board of Education for indemnification or contribution, and further agree to indemnify and defend the Indemnitees from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitee's own negligence, and further agree to pay any contribution appropriate for bidder's own negligence.

For: GSF USA, INC.
(company name)

By: _____
(signature)

Its: General Manager
(owner, president, partner, etc.)

Date: 5/06/2019

ATTEST: Daisy Carvajal
(witness signature)

By: Daisy Carvajal HR
(witness name/title)

EXHIBIT A – BID FORM

DRUG FREE WORKPLACE CERTIFICATION

Pursuant to 30 ILCS 580/1 *et seq.* ("Drug Free Workplace Act"), the undersigned certifies to the Board of Education it will provide a drug-free workplace by:

1. Publishing a statement: A. notifying employees that unlawful manufacture, distribution, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace; B. specifying actions that will be taken against employees for violations of this prohibition; C. notifying employees that, as a condition of employment on this contract, employees will: 1. abide by the terms of the statement, 2. notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.

2. Establishing a drug-free awareness program to inform employees about: A. the dangers of drug abuse in the workplace; B. the Contractor's policy of maintaining a drug-free workplace; C. available drug counseling, rehabilitation, and employee assistance programs; D. penalties that may be imposed upon employees for drug violations.

3. Making it a requirement to give a copy of the statement in subsection "1" to each employee engaged in performance of the contract, and posting it in a prominent workplace location.

4. Notifying the District within ten days after receiving notice in subsection "1", paragraph "C", part "2", from an employee, or otherwise receiving actual notice of such conviction.

5. Imposing a sanction or requiring participation by a convicted employee, in a drug abuse rehabilitation program, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and/or rehabilitation is required, and indicating that a trained referral team is in place.

7. Making a good-faith effort to maintain a drug-free workplace through implementation of Section 3 of the Drug Free Workplace Act.

Failure to abide by this Drug Free Workplace Certification will subject the contractor to penalties set forth in Sections 6, 7, and 8 of the Drug Free Workplace Act.

For: GSP USA, INC.
(company name)

By: 
(signature)

Its: General Manager
(owner, president, partner, etc.)

Date: 5/06/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290 INSURED G.S.P. USA, Inc. 2701 Fortune Circle E, Suite D Indianapolis, IN 46241	1-317-844-7759 CONTACT NAME: Estella Simpson PHONE (A/C, No, Ext): E-MAIL ADDRESS: esimpson@assuredptrin.com INSURER(S) AFFORDING COVERAGE INSURER A: WESTFIELD INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 24112
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COVERAGES **CERTIFICATE NUMBER:** 54640746 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INFO: WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR		CM5567475	12/01/18	12/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY X PRO X JECT X LOC					
	OTHER					
	VEHICLE LIABILITY		CM5567475	12/01/18	12/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO OWNED SCHEDULED AUTOS AUTOS ONLY HIRED NON-OWNED AUTOS ONLY X AUTOS ONLY					
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE		CM5567475	12/01/18	12/01/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N R N/A	WCP5567889	12/01/18	12/01/19	X PER STATUTE ON E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR INFORMATIONAL PURPOSES USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AssuredPartners
of Indiana

10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide:

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

Sec.13. (a) A person is not entitled to notice of:

- (1) cancellation of**
- (2) non-renewal of; or**
- (3) a material change in;**

a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request



**GSF USA, INC.
CLEANING AGREEMENT**

This Agreement between GSF USA, INC., Illinois (*Contractor*) and LINCOLWOOD SCHOOL DISTRICT 74 (*Customer*) for and in consideration and covenants contained herein it is agreed as follows: This

Agreement is made this 31st day of May 2019, by and between *Contractor* and *Customer*.

WORK TO BE PERFORMED

Customer and *Contractor* agree that *Contractor* shall perform the Custodial Services for LINCOLWOOD SCHOOL DISTRICT 74. Custodial services will be required at three (3) school buildings and one (1) administrative center, all located on a single campus in the Village of Lincolnwood, The School District will supply all necessary equipment, cleaning supplies, hand tools, and consumable products. This Work is to be authorized in advance by Owner's Administrative representatives. The bid package for "LINCOLWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall be made a part of this Agreement and incorporated herein, and shall define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.

DATE WORK TO START AND DATE WORK TO BE COMPLETED

Date Work to Start: August 1, 2019

Date Work to End: July 31, 2022 with an option to renew for two additional one-year periods.

PRICE

The Annual Cost for Service 2019-2020 will be \$415,459.45 (four hundred fifteen thousand four hundred fifty-nine dollars and forty-five cents).

Hourly rates for work requested by the District which is beyond the scope of service 2019-2020:

Maintenance: \$41.67/Hour

Custodial: \$30/Hour

Grounds: \$30/Hour

In successive years, the annual cost and hourly rates stated above may be eligible for an inflationary price adjustment based upon the most recently available Consumer Price Index for all Urban Consumers (CPI-U) for the Chicago-Gary-Kenosha area, as published by the U.S. Department of Labor, Bureau of Labor Statistics, not to exceed 5% per year, or shall remain unchanged in the event of a flat or negative CPI-U.

IN WITNESS WHEREOF, the parties have executed this *Agreement* as of the date and year first above written.

GSF USA, INC.

By: 
Kurt Kuempel
General Manager

LINCOLNWOOD SCHOOL DISTRICT 74

By: 
Scott Anderson
SD74 Board President



Executive Summary Board of Education Meeting

DATE: May 4, 2021

TOPIC: GSF USA, Inc. Cleaning Services 2021-22

PREPARED BY: Courtney Whited

Recommended for:

- Action
- Discussion
- Information

Purpose/Background:

The Board approves all contracts and expenditures over \$10,000. GSF USA has provided outstanding custodial services ever since the initial term of the contract in 2019-20. Their team has continued to perform at a high standard throughout the last year when the Pandemic developed. The annual amount for cleaning services from August 1, 2021 through July 31, 2022 is based on a 2.5% increase over the prior year. Legal Counsel reviewed the amendment, performed a revision, and GSF USA signed off on this final version.

Changes did not materially affect the substance of the Agreement. They can be summarized as follows:

- Removed the references to a "Master Services Agreement" or "Amendment #1". The first two years were presented essentially as standalone Individual Agreements, both of which incorporated the original bid for purposes of specifications.
- Included the dates of the first two documents and left the language in place to treat all of these as essentially one continuous "Agreement," however.
- Changed the date of this document to the May Board meeting.
- Added a new Section C which incorporates the prior bid package and its terms on scope, insurance, liability, indemnification, etc. This language appeared in both of the prior documents as well.

GSF also provided a 2021-22 contract plus an additional two-year extension for informational purposes only.

Fiscal Impact:

\$435,640.39 36,303.37 monthly

Recommendation:

The Finance Committee concurs to recommend to the Board of Education to accept the amendment as presented for GSF USA, Inc. custodial services in the amount of \$435,640.39 to begin August 1, 2021 and end July 31, 2022.



AMENDMENT TO AGREEMENT

This Amendment dated May 4, 2021 and effective August 1, 2021 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Agreement, dated May 30, 2019, and previously amended May 5, 2020, by and between Company and Contractor (collectively, the "Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.


The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:


- A. Pricing: The parties agree to a 2.5% increase and that the annual contract price will be four hundred thirty-five thousand six hundred forty dollars and 39/100 (\$435,640.39) for the August 1, 2021 - July 31, 2022 of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term
- B. Hourly rates for work requested by the District which is beyond the scope of service 2021-2022:
 - a. Maintenance: \$42.71/Hour
 - b. Custodial: \$32.30/Hour
 - c. Grounds: \$32.30/Hour
- C. The bid package for "LINCOLNWOOD SCHOOL DISTRICT 74 CUSTODIAL SERVICES BID 2019" shall continue to be made a part of this Agreement and incorporated herein, and shall continue to define the scope of this Work, as well as all insurance, liability, and indemnification requirements and other general specifications.
- D. No Other Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the date and year first above written.

GSF USA, INC.


Kurt A. Kuempel, General Manager

Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74

By: 



Information Only

AMENDMENT #1 TO MASTER SERVICES AGREEMENT

This Amendment #1 dated March 29, 2021 and effective August 1, 2021 is entered into by and between GSF USA, Inc. ("Contractor"), and Board of Education of LINCOLNWOOD SCHOOL DISTRICT 74, on behalf of itself and for the benefit of its Affiliates (collectively "Company") and amends that certain Master Services Agreement, dated May 5, 2019, by and between Company and Contractor ("Agreement"). All terms capitalized herein, but not defined herein, shall have the meanings ascribed to them in the Agreement.

The following recitals sets forth the basis of this Amendment and are made a part hereof:

RECITALS:

A. Pricing: The parties agree to a

Year 1: 2.5% increase for the August 1, 2021 - July 31, 2022 of the Renewal Term and that the annual contract price will be four hundred thirty-five thousand six hundred forty dollars and 39/100 (\$435,640.39), payable in twelve (12) monthly installments during the Renewal Term.

Year 2: 5.5% increase for the August 1, 2022 - July 31, 2023 of the Renewal Term and that the annual contract price will be four hundred fifty-nine thousand six hundred dollars and 61/100 (\$459,600.61), payable in twelve (12) monthly installments during the Renewal Term.

Year 3: 5.5% increase for the August 1, 2023 - July 31, 2024 of the Renewal Term and that the annual contract price will be four hundred eighty-four thousand eight hundred seventy-eight dollars and 65/100 (\$484,878.65), payable in twelve (12) monthly installments during the Renewal Term.



Information Only

Illinois Minimum Wage Law					
1.1.2020	6.1.2020	1.1.2021	1.1.2022	1.1.2023	1.1.2024
\$9.25	\$10.00	\$11.00	\$12.00	\$13.00	\$14.00
Cook County Minimum Wage Law					
7.1.2020	7.1.2021	7.1.2022	1.1.2023	1.1.2024	
\$13.00	\$14.00	TBD	TBD	TBD	
Chicago Minimum Wage Law					
7.1.2020	7.1.2021	7.1.2022	1.1.2023	1.1.2024	
\$14.00	\$15.00	TBD	TBD	TBD	

B.
No Other

	School District Year- Current Situation				
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Porters (4)	\$13.00	\$13.30	\$13.63	\$14.38	\$15.17
Light Custodian (9)	\$12.00	\$12.28	\$12.58	\$13.27	\$14.01
Manager (1)	\$22.00	\$22.51	\$23.07	\$24.34	\$25.68
Percentage Increase	N/A	2.30%	2.50%	5.50%	5.50%
Total Contract \$ & Projected	\$415,459.45	\$425,015.02	\$435,640.39	\$459,600.61	\$484,878.65

Hourly rates for work requested by the District which is beyond the scope of service

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Maintenance	\$ 41.67	\$ 41.67	\$ 42.71	45.06	47.54
Custodial	\$ 30.00	\$ 30.70	\$ 32.30	34.08	35.95
Hand	\$ 30.00	\$ 30.70	\$ 32.30	34.08	35.95

Amendments. Except as expressly amended herein, the Agreement which has not expired or been terminated prior to the date hereof, shall continue in full force and effect, in accordance with its terms, without any waiver, amendment or other modification of any provision thereof.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 as of the date and year first above written.

GSF USA, INC.

Board of Education of LINCOLNWOOD
SCHOOL DISTRICT 74

By: _____
Kurt A. Kuempel, General Manager

By: Information



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Indiana, LLC 10401 N. Meridian #300 Indianapolis, IN 46290	1-317-844-7759	CONTACT NAME: Kelsey Davis PHONE (A/C No. Ext): E-MAIL ADDRESS: kelsey.davis@assuredpartners.com	FAX (A/C No.): 317-844-9910
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED G.S.P. USA, Inc. 2701 Fortune Circle E, Suite D Indianapolis, IN 46241	INSURER A: AMERISURE MUT INS CO		23396
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 63857854

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPP21133600201	12/01/21	12/01/22	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 OTHER \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA21133590202	12/01/21	12/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CU21133620202	12/01/21	12/01/22	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC21133630201	12/01/21	12/01/22	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 AND ANY OTHER CONTRACTUALLY REQUIRED ENTITIES ARE ADDITIONAL INSURED ON A PRIMARY NON-CONTRIBUTORY BASIS FOR GENERAL LIABILITY, BUT ONLY WHERE REQUIRED BY WRITTEN CONTRACT, AND WHERE ALLOWABLE BY LAW.

CERTIFICATE HOLDER**CANCELLATION**

BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74 950 NORTH EAST PRAIRIE ROAD LINCOLNWOOD, IL 60712 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AssuredPartners
of Indiana

10401 N. Meridian St., Suite 300
Indianapolis, IN 46290
Phone: 317-844-7759
Fax: 317-815-6036 or Fax 317-844-9910

IF YOU ARE THE RECIPIENT OF THIS CERTIFICATE:

ANY WORDING TO PROVIDE ADDITIONAL INSURED COVERAGE, PROVIDE COVERAGE ON A PRIMARY AND NON-CONTRIBUTORY BASIS, OR PROVIDE A WAIVER OF SUBROGATION APPLIES ONLY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

CONTRACTUAL LIABILITY COVERAGE IS ONLY PROVIDED TO THE EXTENT SET FORTH IN THE POLICIES AND MAY NOT COVER ALL LIABILITY ASSUMED BY THE NAMED INSURED UNDER THE CONTRACT.

IF YOU ARE THE REQUESTOR OF THIS CERTIFICATE OF INSURANCE:

AssuredPartners of Indiana, LLC has, upon your request, issued the attached Certificate of Insurance.

If you have not already done so, we highly recommend that you provide AssuredPartners of Indiana, LLC with a copy of the insurance and indemnification provisions of the contract pertaining to the Certificate of Insurance request so that we may properly ascertain whether the referenced insurance policies address the limits of insurance, terms and types of coverage required by the contract.

While most Certificates of Insurance can be issued at no cost, the contract may require the purchase of additional insurance coverage that could be subject to an additional premium charge. In some instances, the coverage identified in the contract may be outside the underwriting guidelines of the insurance carrier and cannot be obtained.

Any contract review performed by AssuredPartners of Indiana, LLC should not be construed as the rendering of legal advice or a legal opinion concerning any portion of the contract.

AssuredPartners of Indiana, LLC has not endeavored to identify all potential liability issues that might arise under this contract. This review is provided for information purposes only and should not be relied upon by third parties.

Any description of insurance coverage is subject to the terms, conditions, exclusions and other provisions of the policies and any applicable regulations, rating rules or plans. This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD forms & Policy Cancellation Requirements

Effective September 2009, ACORD revised the ACORD 25 Certificate of Insurance and the Acord 27 & 28 Evidence of Property forms, the major change being removal of the cancellation notice provision. Per our contract with ACORD, we are not able to alter pre-existing wording on the current form, nor are we able to complete a proprietary form you provide:

• Per Indiana House Enrolled Act 1322, effective July 1, 2013,

Sec.13. (a) A person is not entitled to notice of:

(1) cancellation of

(2) non-renewal of; or

(3) a material change in;

a policy of property or casualty insurance unless the person has notice rights under the terms of the policy of property or casualty insurance or an endorsement to the policy.

Violation of this statute is considered an unfair and deceptive act or practice under Indiana Law and if an agent is found to be in violation, they can possibly lose their license, and an insured or customer can possibly be fined.

We appreciate your understanding of the legal restrictions on our ability to fully comply with your request.