



Proposal

Prepared for

**BLOOMINGDALE SCHOOL
DISTRICT 13**

March 1, 2024

ATTN: Marcos Rosales

BLOOMINGDALE SCHOOL DISTRICT 13
164 Euclid Ave.,
Bloomington, IL 60108



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1. MAINTENANCE SERVICE CONTRACT

GSF USA, INC. CLEANING AGREEMENT

This Agreement between GSF USA, INC., Illinois (Contractor) and THE BOARD OF EDUCATION OF BLOOMINGDALE SCHOOL DISTRICT 13(Customer) for and in consideration and covenants contained herein it is agreed as follows:

This Agreement is made this 1st day of March 2024, by and between *Contractor* and *Customer*.

RECITALS

WHEREAS, *Contractor* is engaged in the business of providing cleaning services in the Greater Chicago Area

WHEREAS, Customer has determined that an emergency presently exists with respect to lack of custodial staffing and cleanliness within its buildings, and, therefore, desires to enter into this Agreement for the purpose of augmenting its current custodial workforce in order to ensure the safety and health of its students and staff

WHEREAS, *Customer* and *Contractor* desire to contract for the provision of certain cleaning services, products and/or equipment by *Contractor* upon the terms and conditions set forth in this *Agreement*;

WHEREAS, such cleaning services, products and/or equipment are to be provided by the Contractor at the following location: 164 Euclid Ave., Bloomingdale, IL 60108 (hereinafter the "Location").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals are a material part of this *Agreement* and are hereby incorporated herein by reference.
2. Engagement. *Customer* hereby engages *Contractor* and *Contractor* hereby accepts such engagement upon the terms and conditions set forth herein.
3. Term. The term of this *Agreement* shall be for 3 months or 90 days, whichever is less beginning on the 11th day of March 2024, and may subsequently be renewed upon mutual agreement of the parties. Notwithstanding the foregoing, either party may terminate this *Agreement* without cause fifteen (15) days written notice to the other.
4. Services of Contractor. The services, products and/or equipment to be provided by *Contractor* are identified in the schedules and specifications attached hereto as Exhibit A (hereinafter the "*Services*"). *Contractor* shall provide such *Services* on schedule and in a workmanship-like manner except as prevented by acts of God, fire, accidents, labor disputes, or by restrictions imposed by *Customer* or any governmental agency.
5. Additional Services. If *Customer* desires *Contractor* to provide additional services, products and/or equipment at the *Location* beyond the scope of the *Services* identified in Exhibit A, including services, products and/or equipment as a result of construction, substantial remodeling, or large scale rearranging of furniture or fixtures, *Customer* shall discuss such desire with *Contractor* and the parties shall mutually agree as to whether, and on what terms, the additional services, products and/or equipment shall be provided.



6. **Holidays.** *Contractor* will recognize New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If any of these holidays fall on the Saturday or Sunday, the *Contractor* will notify *Customer* as to when the *Contractor* will observe the holiday (i.e. either on a Monday or Friday of a regular scheduled work week).

7. **Compensation to Contractor.** The compensation to be paid by *Customer* to *Contractor* for the *Services* is set forth in Exhibit B. The compensation to be paid by *Customer* to *Contractor* for additional services, products and/or equipment provided, shall be at mutually agreed upon rates.

8. **Payment Terms.** *Contractor* shall submit an invoice to *Customer* by the end of each monthly billing cycle for the amount of compensation owed to *Contractor* for the period covered by the billing cycle. *Customer* shall pay each invoice in full within the timeframe required by the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq, and interest on late payments will accrue in accordance with the same. *Customer's* failure to pay any approved invoice in full within sixty (60) days of the date of the invoice shall be a breach of this *Agreement* and shall entitle *Contractor* to discontinue the *Services* and to immediately terminate this *Agreement*.

9. **Unoccupied Space.** This section only applies if the compensation to be paid by *Customer* to *Contractor*, as described in Section 7, is based on the number of occupied square feet at the *Location*. The parties recognize that the number of occupied square feet at the *Location* may change from time to time during the term of this *Agreement* and that such changes, whether increases or decreases, may affect the compensation to be paid by *Customer* to *Contractor*. *Customer* shall provide *Contractor* with sufficient advance written notice of such changes, and *Contractor's* compensation shall be adjusted accordingly during the next monthly billing cycle following the date such notice is received by *Contractor*.

Customer understands and agrees that in the event of a decrease in the number of occupied square feet at the *Location*, *Contractor* shall only adjust its compensation prospectively and shall not adjust its compensation retroactively for such a decrease. Therefore, time is of the essence when providing the notice described in this section.

10. **Insurance.** During the term of this *Agreement*, the *Contractor*, at its sole cost and expense, and for the benefit of School District, shall carry and maintain the following insurance:

- A. Comprehensive general liability and property damage insurance, insuring against all liability of *Contractor* related to this *Agreement*, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- B. Professional Liability Insurance with limits in the per claim amount of not less than One Million Dollars (\$1,000,000) and the annual aggregate of not less than Two Million Dollars (\$2,000,000);
- C. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for *Contractor's* respective employees; and
- D. Sexual abuse and molestation insurance with a combined single limit of One Million dollars (\$1,000,000).
- E. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property



damage insurance policy shall name School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of School District. The Contractor shall provide Customer with certificates of insurance and/or copies of policies reasonably acceptable to Customer evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the Customer to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to Customer by certified mail, return receipt requested.

11. **Indemnification.** *Contractor* shall defend, indemnify and hold *Customer* harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of *Contractor* at *Contractor's* sole expense.

Customer shall defend, indemnify and hold *Contractor* harmless from and against all claims, liability, costs, or expenses for any injury or death to any person or damage to any property whatsoever arising out of or in any way relating to any act or omission of *Customer* at *Customer's* sole expense.

12. **No Personal Liability.** No elected or appointed official or employee of Customer shall be personally liable, in law or in contract, to the Contractor as the result of the execution of this Agreement.

11. **Non-Solicitation.** *Contractor* and *Customer* each agree that they will not hire, employ or engage any individual employed by the other during the term of this *Agreement* and for a period of one-hundred and eighty (180) days thereafter, without the prior written consent of the other.

12. **Escalation.** *Customer* agrees that the compensation set forth in Exhibit B is subject to escalation by reason of increases in the State or Federal Minimum Wage Law.

14. Criminal Background Check. The Contractor shall not send to any school building or school property any employee or agent who would be prohibited from being employed by School District due to a conviction of a crime listed in 105 ILCS 5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry. The Contractor shall make every employee who will be sent to any school building or school property available to School District for submitting to a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee or agent is sent to any school building or school property. The Contractor will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee but is not authorized to release it to the Contractor. In the event the Contractor fails to comply with the provisions of this paragraph and/or the criminal background check provisions in the contract and, as a result, a suit or claim is instituted by a student for harm caused by an employee of Contractor, or caused by an employee of a subcontractor to the Contractor, then in that event, Contractor agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the Customer against any such claims.

15. **Faith's Law.** Contractor additionally certifies that prior to sending any employee or contractor/subcontractor to the premises, Contractor has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the School District, Contractor agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.



16. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of School District relating to the educational, employee, student record, technical, business, or corporate affairs of School District; School District students, School District property; user information, including, without limitation, any information pertaining to usage of School District's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement.

17. No Disclosure of Confidential Information by the Contractor. The Contractor acknowledges that it shall, in performing the Services for School District under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Contractor shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of School District. The Contractor may disclose Confidential Information if consented to in writing by School District, or if required pursuant to any judicial or administrative proceeding, but only after providing written notice to School



District of such potential release.

In addition, the Contractor shall comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g) and the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 *et seq.*), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by the School District. To protect the confidentiality of student education records, the Contractor will limit access to student education records to those employees who reasonably need access to them to perform their responsibilities under this Agreement.

18. Return of Confidential Information and School District Property. Upon the termination of this Agreement, the Contractor shall return all Confidential Information and other property, documentation, or records belonging to the School District to the Superintendent.

19. FOIA. As an independent contractor of a School District, records in the possession of the Contractor related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 *et seq.*; 5 ILCS 140/7(2). The Contractor, at the Contractor's cost, shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If the Contractor refuses to provide a record that is the subject of a FOIA request to School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes School District in any way, the Contractor shall reimburse School District for all costs, including attorneys' fees, incurred by School District related to the FOIA request and records at issue.

20. Remedies. In the event of a breach of any provision of this *Agreement* by *Customer*, *Contractor* shall be entitled to damages and reasonable attorney's fees incurred in the enforcement of said provision.

Contractor's remedies herein provided shall not be construed as exclusive of any remedy provided by law and failure of *Contractor* to exercise any remedy at any time shall not operate as a waiver of the right of *Contractor* to exercise any remedy from the same or subsequent default at any time thereafter.

21. Notices. Any notices required or permitted to be given under this *Agreement* shall be in writing and sent by certified mail to the other party's principal place of business.

22. Assignment. All of the rights, benefits, duties, liabilities and obligations of the parties shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



23. Miscellaneous. No provision of this **Agreement** shall be modified, waived, or discharged unless such waiver, modification or discharge is agreed to in writing signed by parties hereto. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this **Agreement** have been made by either party which are not set forth expressly in this **Agreement**.

24. Governing Law. This **Agreement** shall be interpreted, enforced and governed in accordance with the laws of the State of Illinois, regardless of the place of execution or performance of this **Agreement**. The parties agree that Illinois courts shall have jurisdiction over any disputes arising out of or related to this **Agreement**.

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

GSF USA, INC.

By: 
Kurt Kuempel
Vice President

BLOOMINGDALE SCHOOL DISTRICT 13

By: 
Jan Bartlett



1.1. Exhibit A OPERATIONAL SPECIFICATIONS & SCHEDULES

For:
BLOOMINGDALE SCHOOL DISTRICT 13
164 Euclid Ave.,
Bloomington, IL 60108

GSF's commitment to quality of services begins as soon as the agreement is signed.

The following duties are to be performed Five days per week excluding six major holidays, unless otherwise noted. All chemicals, equipment and consumables i.e. paper products, soaps; plastic bags, etc. are to be supplied by the client.

- Location will be at
 - WESTFIELD MIDDLE SCHOOL - 149 Fairfield Way, Bloomington, IL 60108
 - 2 FT Service Operators
- 1 PT supervisor



1.2. Exhibit B Pricing Summary

For:
BLOOMINGDALE SCHOOL DISTRICT 13
164 Euclid Ave.,
Bloomington, IL 60108

INCLUSIONS

- Statewide and Federal Background Checks
- Trained Personnel
- Uniforms
- Audits
- Trained Supervision
- Applicable Insurance Coverage

EXCLUSIONS

- Outside Maintenance
- Money Collection From Sanitary Napkin Dispensers
- Money Collection From Vending Machines
- Personal Effects
- Hazardous Waste Removal
- Cleaning Supplies (i.e., cleaners, glass cleaner and etc.)
- Cleaning Equipment (i.e., vacuum cleaners, floor machines and etc.)
- Rest Room Supplies (paper towels, tissue, hand soap, and sanitary napkins) and Trash Liners.

MONTHLY COST 2 FT SERVICE OPERATORS
FOR 5 DAYS A WEEK SERVICE \$8,290.76

MONTHLY COST 1 PT SUPERVISOR
FOR 5 DAYS A WEEK SERVICE \$3,297.52



1.3. CONTACT INFORMATION

Kurt A. Kuempel

Vice President

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Cell Phone: 312-720-6655

E-mail: kkuempel@gsf-usa.com

Scott R. Mackall

Director of Educational Services

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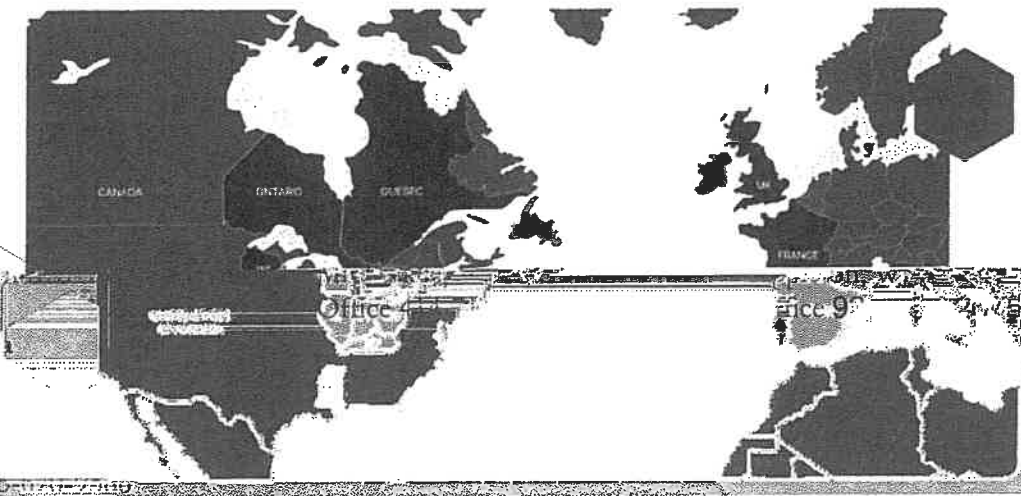
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1.4.

