

CLEANING AND CUSTODIAL SERVICES CONTRACT

July 8, 2013 through June 30, 2014

THIS AGREEMENT is entered into on the date(s) hereinafter set forth by and between the Board of Education of Norridge School District No. 80, Cook County, Illinois (“the District”), and Alpha Building Maintenance Service, Inc. (“the Contractor”) (collectively referred hereto as “the parties”).

RECITALS

WHEREAS, in order to award a contract for work involving an expenditure in excess of \$25,000, the District must comply with the competitive bidding process of Section 5/10-20.21 of the *Illinois School Code*; and

WHEREAS, pursuant to Section 5/10-20.21 of the *Illinois School Code*, the District has requested public bids for the provision of cleaning and custodial services (“Services”); and

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

WHEREAS, pursuant to Section 5/10-20-21 of the *Illinois School Code*, the District awarded this Contract to the Contractor as the lowest responsible bidder; and

WHEREAS, the Contractor shall provide the services in accordance with the specifications set forth in the Bid Documents as defined by the Bid Conditions.

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

1. **Bid Specifications.** The Contractor shall provide the Services to the District in accordance with the Bid Specifications, which are incorporated herein as is fully set forth in this Section and are attached hereto as Exhibit A.
2. **Duration of Contract.** The Contract shall be effective from July 8, 2013 and shall continue in force and effect through June 30, 2014, and on a year to year basis thereafter as may be mutually agreed by the parties.
3. **Termination.** The District reserves the right to terminate this Contract with or without cause at anytime during any contract period by giving the Contractor ten (10) days prior written notice. In the event that this Contract is terminated, the Contractor shall only be entitled to fees for services provided up to the date of termination. In no event shall the Contractor be entitled to consequential or incidental damages or lost profits as a result of the termination of this Contract.
4. **Contract Documents.** The documents comprising the entirety of this Contract are the Invitation to Bid, the SPECIFICATIONS FOR PROVIDING CLEANING AND CUSTODIAL SERVICES FOR: James Giles Elementary School, John V. Leigh Elementary School, District Administration Offices and Day Care Center, the Contractor’s Bid Proposal Form and Exhibits, and any Affidavits, Certificates and Certifications attached to the Contractor’s Bid, and this Contract.

5. **Document Supremacy.** In the event any term or provision of one Contract Document conflicts with a term or provision of another, the more stringent term and provision in favor of the District, as well as the terms and conditions most advantageous to the District shall prevail.
6. **Compensation.** The Contractor shall be compensated according to the terms of the Bid Specifications in the amounts listed in the Bid Proposal Form submitted by Contractor.
7. **Complete Understanding.** This Contract, as described in Section 4 above, sets forth all of the promises, agreements, conditions, and understandings between the parties relative to the subject matter hereof, and no other promises, agreements, or understandings, whether oral or written, expressed or implied, exist between the parties.
8. **Amendments.** No subsequent alteration, amendment, change, addition, deletion, or modification to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.
9. **Indemnification.** The Contractor agrees to indemnify, hold harmless and defend the District, the members of the Board of Education of Norridge School District No. 80, its officers, employees, student teachers and agents, against all suits, actions, legal proceedings, claims and demands of any kind, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of District, employees of Contractor or any subcontractor and their dependents or personal representatives), losses, costs, expenses and attorneys' fees, in any manner caused by, arising from, incidental to, connected with or growing out of the services provided by the Contractor under this Contract. Within ten (10) days of execution of this Contract, the Contractor shall provide to the District a Certificate of Insurance naming the Board of Education of Norridge School District No. 80, its officers, employees, student teachers and agents, as additional parties insured for the required coverages under the Bid Specifications (except workers' compensation coverage). The Contractor waives any and all rights it may have under any workers' compensation act or interpretations of the act, including, but not limited to those rights under *Kotecki v. Cyclops Welding Corporation*.
10. **Right to Exclude.** The District retains the sole right to exclude any employee of the Contractor for any reason at any time from District property.
11. **Illinois Use Tax.** As may required by Section 5/10-20.10(b) of the *Illinois School Code*, a condition of this Contract is that the Contractor and its affiliates collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act* regardless of whether the Contractor or affiliate is a "retailer maintaining a place of business within this State" as defined in Section 2 of the *Use Tax Act*.
12. **Contractor Status.** Employees or subcontractors of Contractors shall not be deemed to be employees of the District, but shall remain employees or subcontractors of the Contractor.
13. **Assignment.** The Services contemplated under this Agreement are deemed to be in the

nature of personal services. The Contractor shall not assign this Agreement without the prior written consent of the District. The parties agree that assignment by Contractor of any sums due and owing Contractor under this Agreement shall not constitute an assignment of the Agreement.

14. **Alcohol and Tobacco Use Prohibited.** In accordance with State and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.
15. **Nondiscrimination/ Compliance with Federal and State Law.** In providing services pursuant to this Agreement, the Contractor agrees that it will not discriminate against any employee, applicant for employment, or student on account of race, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service or other protected group status. The Contractor shall fully comply with the requirements of Section 2-105 of the *Illinois Human Rights Act* with respect to sexual harassment policies.
16. **Savings Clause.** In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the parties hereunder shall cease and neither shall have recourse against the other.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois, and any claim brought pursuant to this Agreement shall be brought in the Circuit Court of Cook County, Illinois, or the United States District Court, Northern District of Illinois, Eastern Division.
18. **Authority to Execute.** The Contractor hereby represents and warrants that it is a duly organized, validly existing corporation, and that the Contractor has the right, power and authority to execute and deliver and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid and binding obligation of the Contractor enforceable in accordance with its terms and provisions.

ALPHA BUILDING SERVICES, INC.

**BOARD OF EDUCATION OF
NORRIDGE SCHOOL DISTRICT
NO. 80, COOK COUNTY, ILLINOIS**

By: _____
President

By: _____
President

Date: _____

Attest: _____

Date: _____

EXHIBIT A

BID SPECIFICATIONS