



CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

REQUEST FOR PROPOSAL:

ON-CALL SERVICES

PAINTING / FINISHES

CICERO SCHOOL DISTRICT 99
5110 WEST 24TH STREET
CICERO, ILLINOIS 60804
(708) 863-4856

Schedule of Events

Proposal Solicitation: March 18, 2025

The RFP may be obtained at the following link;

www.cicd99.edu (click on “public bidding”)

Deadline for Questions: March 25, 2025, by 4:00 P.M.

All inquiries shall be electronically submitted to: www

bids@cicd99.edu

Electronic inquiries should be considered submitted once an electronic reply confirming receipt is sent to the inquirer.

Proposals Due: April 2, 2025, by 3:00 P.M.

Sealed proposals shall be submitted to:

Rita Tarullo, Executive Director of Business Affairs /
CFO/CSBO Administration Building
5110 West 24th Street
Cicero, Illinois 60804

Proposal Opening: April 2, 2025, at 3:05 P.M.

Administration Building
5110 West 24th Street
Cicero, Illinois 60804

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

Table of Contents

Advertisement of RFP.....	4
Proposal Instructions.....	5
Evaluation Of Proposal.....	9
Scope Of Work.....	11
Contract Requirements.....	14
Submittal Checklist.....	20
Proposal Form.....	21

Advertisement of RFP

REQUEST FOR PROPOSAL

ON CALL SERVICES: PAINTING / FINISHES

Cicero School District 99 (“CSD99”) is requesting sealed proposals for **ON CALL SERVICES: Painting / Finishes**. Specifications will be available on our District website, www.cicd99.edu (click on “public bidding”) beginning **March 18, 2025**, until bid opening day. Sealed bids must be received by the Administration Building, 5110 West 24th Street, Cicero, Illinois 60804, on or before **3:00 pm on April 2, 2025**. Bids will be publicly opened, **April 2, 2025, at 3:05 pm** and read at that time. Indicate on the face of the sealed envelope: **“SEALED PROPOSAL FOR: ON CALL SERVICES: PAINTING / FINISHES.”**

Unsigned or late bids will not be considered. The proposer assumes the risk of any delay in handling or delivery of the mail. Cicero School District 99 reserves the right to accept or reject any or all bids when there are sound documented reasons to do so and to waive informalities and minor irregularities in bids received. Questions shall be directed to bids@cicd99.edu.

Proposal Instructions

1. Purpose

The Board of Education of Cicero School District 99 (CSD99), Cicero, Illinois is requesting proposals for “**On Call Services: Painting / Finishes**, in accordance with the specifications as stated within the Scope of Work from contractors and/or individuals, meeting the qualifications identified in this Request for Proposal (RFP). The purpose of this RFP is to enter into an Indefinite Duration/Indefinite Quantity (IDIQ) agreement for On Call/Emergency Services: Painting services.

Services and/or equipment/materials provided shall equal or exceed the quality level of industry standards and shall comply with all applicable federal, state, and local code, industry, technical, environmental, and performance standards and specifications.

2. Proposal Preparation/Format

Proposal shall be submitted in a sealed envelope addressed to:

Rita Tarullo Executive Director / CFO/CSBO Administration
Building
5110 West 24th Street
Cicero, Illinois 60804
RE: On-Call/Emergency Services: Painting

The Contractor’s name and address shall appear in the upper left-hand corner of the proposal envelope with the RFP name appearing in the lower left hand corner of the envelope. The Proposal will be submitted in an orderly format divided into sections and tabbed as appropriate. The Contractor shall submit minimally one (1) original, one (1) copy and one (1) electronic copy (PDF copy on flash drive) of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by CSD99.

CSD99 does not assume the responsibility for **delayed postal deliveries and does not recognize** postmarks as representing the fact that a bid has been “received” by CSD99 before the specified deadline. The method of delivery of the proposal is solely the Contractor’s risk.

If upon examination of the Bid Documents, the bidder shall discover discrepancies, omissions, or duplications in the bid documents, or questions of scope or intended quality, the bidder shall immediately notify CSD99, at bids@cicd99.edu, no later than the deadline for request for clarification indicated elsewhere in this RFP.

Contractors may rely only on information contained in the proposal documents and provided in written addenda during this process and shall not rely on any oral information or interpretations given by any representatives or agents of CSD99.

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

Contractor must complete, date and sign the affidavits and certifications accompanying this proposal document. Failure to do so may result in rejection of the bid.

Contractor agrees to comply with all pertinent statutes of the State of Illinois relative to employment in connection with public contracts including, but not limited to, the pertinent provisions of the Illinois Fair Employment Practices Act, as amended; and agree that no unfair employment practice as defined therein, be committed by the Contractor, its subcontractor(s), suppliers of materials or services to the Contractor or their subcontractors, or any labor organization furnishing skilled or unskilled labor to the Contractor or their subcontractors.

Before submitting proposals, prospective Contractor(s) shall carefully examine the proposed Contract documents, acquaint themselves with all governing laws, ordinances, *etc.* and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Contractor has so familiarized themselves and, therefore, no concession will be granted by CSD99 because of any claim of misunderstanding or lack of information. Contractor(s) are expected to read and study all specifications with special care and to observe all of their requirements. Discrepancies, ambiguities, errors, or omissions noted by the Contractor shall be reported promptly for correction or interpretation before the date of the opening of proposal.

3. Proposal Withdrawal

Proposals may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of bids.

4. Exception to Preparation/Format

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered non-responsive and rejected.

5. Request for Clarification

All requests for clarification shall be electronically submitted to: bids@cicd99.edu

Electronic inquiries shall be considered submitted once an electronic reply confirming receipt is sent to the inquirer.

The deadline for clarifications is March 25, 2025 by 4:00 P.M.

6. Submittal Requirements

Proposals must be received at the Business Office at 5110 W. 24th Street, Cicero, Illinois, 60804, before April 2, 2025 at 3:00 P.M. Unsigned or late bids will not be considered. Prospective packages shall be submitted in a sealed envelope clearly marked. No facsimile of proposals will be accepted. All material considered Confidential or Proprietary shall be identified within the proposal. Oral, telephonic, telegraphic, or facsimile transmitted bids will not be accepted. The bids shall be in a sealed envelope, properly marked with the title:

SEALED PROPOSAL FOR:
ON CALL / EMERGENCY SERVICES; Painting

7. Implied Requirements

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the Contractor, must be included in the proposal.

8. Proposal and Presentation Costs

CSD99 is not liable in any way for any costs incurred by the Contractors in the preparation of their proposals in response to this RFP, nor for the presentation of their proposals and/or participation in any discussion or negotiations.

9. Acceptance of Proposal Content

The content of the proposal of the successful Contractor will become part of any contract awarded because of these specifications.

10. Special Requirements

A. Sub-Contractors

1. For all sub-contracted work, the Contractor must bind any sub-contractors by the same terms, conditions, responsibilities, and obligations assumed by said Contractor(s) to CSD99.
2. Contractor(s) shall submit a list of sub-contractors that they intend to employ and utilize for each task prior to the start of any work. All sub-contractors, prior to their use by the Awarded Contractor(s) in any project, must be approved by CSD99. The responsibility for updating this list is the Awarded Contractor's and utilization of a CSD99 non-approved sub-contractor is grounds for suspension or termination.
3. The Awarded Contractor(s) shall not, without prior written consent of CSD99, assign any of the monies payable under the Contract.

B. Equipment

1. All equipment required to perform standard/typical work under this contractor to be supplied by the Contractor(s)
2. The Awarded Contractors' equipment shall be in good working condition and shall conform to all required safety standards.
3. All associated rental charges for equipment used by the Awarded Contractor(s) are considered overhead and shall be included in the hourly rates submitted as part of this RFP and shall not be considered an extra expense.
4. Use of CSD99 equipment is prohibited.

C. Annulment of Contract

Should the Contractor(s) fail to fully satisfy, or to comply with orders or to perform anew such work that has been rejected as defective and unsuitable, or if the Contractor(s) shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, CSD99 shall have the right to annul its Contract with the Contractor.

D. Personal Liability of Public Officials

In carrying out the provisions of this Contract or in exercising any power of authority granted herein, there shall be no personal liability upon CSD99 or its authorized representative(s), it being understood that in such matters they act as the agent or representative of CSD99.

E. Affirmative Action Policy

In accordance with CSD99's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the Contractor(s), for themselves, their assignees, and successors

F. Disadvantaged Business Enterprise Program

CSD99 promotes policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. Disadvantaged Business Enterprises, as defined Statute, shall have equal opportunity to compete for and perform sub-contracts which the Contractor(s) enters into pursuant to this contract. The Contractor(s) shall use their best efforts to solicit bids from and to utilize DBE sub-contractors(s) or sub-contractors(s) with meaningful minority group and female representation among their employees.

End of Section– Proposal Instructions

Evaluation Of Proposal

It is the intention of CSD99 to execute an agreement with one or more selected qualified Contractor(s) to provide On Call/Emergency Services. CSD99 may make such investigations as deemed necessary to determine the ability of the Contractor to perform the work, and they shall furnish to CSD99 all such information for this purpose as the CSD99 may request. CSD99 reserves the right to reject any or all bids if the evidence submitted by, or investigation of, such Contractor(s) fails to satisfy CSD99 that such bidder(s) is properly qualified to carry out the obligations of the contract and to complete work contemplated therein. CSD99 further reserves the right to waive any minor irregularities or minor defects in the bids, which do not affect the price nor constitute some type of substitution for a designated item, and to accept the proposal which is in the best interest of CSD99. Conditional proposals will not be accepted. Strikeouts or addition of conditions or provisions or insertion of substitutes shall be reason for rejecting a proposal without any specification of reason for the rejection.

1. Basis of Award

The intent of this RFP is to award an IDIQ Contract to multiple Contractors based on qualifications and cost.

CSD99 is not obligated but reserves the right to award to multiple Contractors, if it is deemed to be in CSD99's best interest. There is no minimum guarantee in terms of the volume, scale or dollar amount of the work that will be awarded during the Contract term.

The Contract may be awarded to the selected Contractor(s) whose proposal complies with all of the requirements prescribed and is considered the Best Value as interpreted by the CSD99. In acceptance of the proposal, CSD99 will be guided by consideration of the interests of the public and CSD99 and shall be under no obligation to accept the lowest proposal.

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposals, or irregularities of any kind. To ensure fair competition and to permit a determination of the best valued Contractor(s), unresponsive proposals, or proposals obviously unbalanced may be rejected.

CSD99 also reserves the right to negotiate further with one (1) or more of the Contractors as to any features of their proposal and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of CSD99. Any CONFIDENTIAL or PROPRIETARY information shall be with them.

2. Validity of Proposal

All proposals shall be valid for ninety (90) days from the date of the RFP opening and become the property of CSD99. If negotiations result in modifications to the RFP, then ninety (90) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Contractor and CSD99.

3. Qualifying Proposals

Proposals shall be initially reviewed for compliance with the requirements of this RFP. Failure to comply with any of the proposal requirements may result in the proposal being classified as not reasonably acceptable for award.

All proposals will be reviewed for compliance with the requirements and specifications as stated herein. All information that is specifically requested is a mandatory requirement.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of CSD99.

4. Qualification and Technical Evaluation

After determining compliance with the mandatory requirements CSD99 shall conduct a qualification and technical evaluation of the proposals.

While pricing will be given consideration in the evaluation of all proposals meeting the mandatory requirements, successful Contractor(s) must be able to document their ability to provide CSD99 with services and materials to industry standards.

Discussions may be held with those qualified Contractors whose proposals have been classified as reasonably acceptable for award. Following the evaluation of all proposals and depending on the number of qualified proposals, CSD99 may select multiple finalists for final negotiation of best and final offer.

5. Final Evaluation

Evaluations will be based upon the qualifications and technical proposal with the price being reviewed as a single factor of several other factors on which to base an acceptance.

6. Final Selection

Based on its evaluation of the proposals, CSD99 intends to execute contract(s) with the most qualified Contractor(s) whose proposal, considering both technical and financial factors.

End of Section– Evaluation of Proposal

Scope Of Work

The District will Contract with successful Contractors to provide On Call Services.

1. On Call Services

On Call Services consist of a scope of work as described in the Task Order which may include, but not limited to, painting, staining, application of coatings, drywall taping/sanding & plaster repair, issued by CSD99 for the project disciplines within an agreed upon schedule.

Unless otherwise requested by CSD99, Contractors shall provide a written cost proposal for requested on-call tasks within 5 business days. The cost proposal shall include a breakdown of costs on a list of items/tasks. The proposal shall be submitted including all labor, materials, equipment, and sub-contractors required to complete the project. Materials and equipment required shall be invoiced to the District at cost plus agreed upon material markup %. Contractor to provide proof of actual cost.

CSD99 may request a cost proposal for a specific task from multiple Contractors to determine the lowest cost task proposal.

The Contractor will be required to begin work no later than 14 working days from notice unless otherwise requested by CSD99.

It shall be the Contractor's responsibility to schedule and coordinate all work to be performed under this Task Orders to ensure continuous and smooth operations of the work and completion within the times specified in the scope of work.

It shall be understood that failure to mention any work by CSD99, which would normally be required to complete the project, shall not relieve the Contractor(s) of responsibility to perform such work.

At its sole discretion, CSD99 reserves the following rights:

- A. To perform any work at any site utilizing "in-house" for any project.
- B. To issue a new solicitation for projects outside the scope of the specifications listed herein at any one or more project sites, separate from this bid.
- C. To obtain the work from any source, if for any reason, the Awarded Contractor(s) cannot complete the services within the parameters required.

2. General Requirements of all Services

- A. The Contractor shall supply all labor, materials, equipment, insurance, permits, *etc.*, necessary to perform the mentioned work. At the completion of the project, the Contractor is responsible for the removal and proper disposal of all debris, *etc.* associated with their work on the project. It is the Contractor's responsibility to perform all work in a professional manner and maintain high quality.
- B. It shall be the Contractor's responsibility to furnish all materials in new condition as per the project documents. The Contractor is responsible for ensuring all materials are in accordance with the project specifications. CSD99 reserves the right to reject any materials/equipment observed to have been repaired without the consent, to be damaged or defective, or not in compliance with the contract documents at any time during the contact period.
- C. It shall be the Contractor's responsibility to obtain all necessary permits and inspections.
- D. The Contractor(s) will notify CSD99 immediately by telephone of any unexpected emergency, subsurface or latent physical condition found along with the recommendations for dealing with the matter. Any changes found necessary by CSD99 or the Contractor(s) not covered under the original scope of work, specification(s) or drawing(s) shall be jointly agreed upon by the Contractor(s) and CSD99. Any additional services or costs associated with the task/project must be submitted in writing by the Contractor(s) and an amendment to the purchase order must be made and approved before the work can proceed. CSD99 assumes no responsibility for oral/verbal communications, instructions, or suggestions.
- E. Protection of Existing Utilities:
 - 1. Attention of the Contractor(s) shall be directed to the potential presence of water, sewer, gas mains, electrical wires, conduits, communication cables (both overhead and underground), poles and house service connections on each project site. The Contractor(s) shall exercise special care and extreme caution to protect and avoid damage to such utilities.
 - 2. It is the responsibility of the Contractor(s) to have all utilities located with sufficient accuracy to ensure their safety and the safety of those within the area of the project.
 - 3. The Contractor(s) shall not begin any excavation without first notifying each public service agency that may or may not have underground or embedded facilities within the area of the project, at least forty-eight (48) hours prior to commencement of this work (not including weekends and holidays).
 - 4. The Contractor shall provide "Utility Location" services to determine the location of existing utilities prior to commencing work. If, during Repair operations, the Contractor(s) encounters additional utilities, the Contractor(s) shall immediately notify CSD99 and take all necessary and proper steps to protect the continuance of service of such facilities. In case of damages to any existing utility installations by the Contractor(s), either above or below ground, the Contractor(s) shall have such utility restored to a condition equal to that which existed prior to the damage at the Contractor's entire cost and expense.

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

5. There will be no measurement or direct payment to the Contractor(s) for working around, protecting, or repairing damaged utilities caused by the proposed maintenance and or repair activities.
 6. If the Contractor(s) damages any utility, they shall immediately notify CSD99 and the affected utility owner. The Contractor(s) shall ensure the safety of workers and others around the site. The Contractor(s) shall protect the damaged utility from further damage until a representative from the affected utility arrives to make a site assessment.
 7. The Contractor(s) shall fully cooperate with the representative of the affected utility to restore it to a condition equal to or better than the condition that existed just prior to the incident, in a timely manner. The utility owner may elect to repair the damage with its own forces, its sub-contractors or the Awarded Contractor(s) on this project. In all cases, the Contractor(s) is liable for all costs of the repair of the damages to the satisfaction of the affected utility owner.
- F. Responsibility for Project Completion:
1. It is the responsibility of the Contractor(s) to perform the work under this Contract. If mention has been omitted in the Contract documents of any items of work or materials usually furnished or necessary for the completion of the project or proper functioning of the equipment, it will be included by the Contractor(s) without extra payment. The Contractor(s) shall supply all manufacturers' guarantees in substance and term normally provided in the trade.
 2. Neither the final certificate, payment, nor any provision in the Contract shall relieve the Contractor(s) of responsibility for faulty materials and workmanship. Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period. CSD99 shall give notice of observed defects with reasonable promptness.
- G. Prosecution of Work:
1. After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the Contractor neglects or fails to work continuously on all acceptable working days, CSD99 may terminate the Contract and use any method that it deems necessary to complete the Contract.

End of Section– Scope of Work

Contract Requirements

The following requirements shall be incorporated into the Contract.

1. Type of Contract

This is a service type IDIQ contract with an initial duration of (3) three years with the option of extending the contract for (1) one (2) two-year extension by agreement. CSD99 reserves the right to accept or reject any option for contract renewal.

Additionally, the Contractor(s) is/are obligated to perform the services as agreed upon within the proposal, which CSD99 requires in its operation. Should an emergency arise, and the Contractor(s) cannot perform the required services as outlined within this agreement, CSD99 reserves the right to contract these services from other sources to meet these needs without prejudice of this contract.

CSD99 reserves the right to select any Contractor from the list, in any order, at any time. There is no guarantee of the amount of work that each Contractor will or will not be awarded.

2. Task Order Approval

CSD99 intends that the Contractor(s) awarded a contract, will perform the work associated with each task commencing upon the date specified in the Notice to Proceed or notification letter and terminate upon expiration or completion of the project.

3. Warranty

The Contractor shall warrant all work for one (1) year or the standard warranty of the manufacturer, whichever is longer. Failure to correct warranty issues promptly and to the satisfaction of CSD99 may result in finding the Contractor non-responsive for future contracts/bids.

All warranties, express or implied, shall survive delivery, inspection, acceptance, and payment.

4. Failure to Complete Work on Time

Should the Contractor fail to complete, fully and to all intents and purposes, the work as specified in the task order on or before the time specified, the Contractor shall pay any costs incurred by CSD99 to have the task completed by a third party in the event of an uncompleted task.

5. Contractor Insurance

- A. The Contractor(s) shall take out and maintain insurance for the duration of the contract.
- B. Worker's Compensation and Employer's Liability Insurance for all employees to be engaged in work on the project under the Contract.
- C. In case any portion of the project is sublet, the Contractor(s) shall require all sub-contractor similarly to take out and maintain during the entire life of the Contract the Statutory Workers Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- D. The Contractor(s) and sub-contractor(s) shall not begin work until the Contractor(s) has first filed with the CSD99 satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming CSD99 "**Additional Insured.**")

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

- E. All Contractors who perform any type of work or services on CSD99 property or in areas where CSD99 is responsible or liable must maintain such insurance coverage(s) as determined by CSD99 to protect its interest(s).
- F. Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no additional cost to CSD99, insurance as described below.
 - 1. commercial general liability with minimum limits of \$1,000,000 each occurrence,
 - 2. \$2,000,000 aggregate combined single limit for bodily injury liability and property damage liability.
 - 3. \$5,000,000 umbrella.
 - 4. business and vehicular liability with a minimum limit of \$1,000,000 per accident for bodily injury liability and property damage liability.
- G. In all instances, the District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). CSD99 shall be notified at least thirty (30) days prior to cancellation of any such policy or policies.
- H. Prior to award the Contractor shall provide a “Certificate of Insurance” naming CSD99 as an “Additional Insured” and showing the levels of Worker’s Compensation and all Liability Coverage. No task order will be released until a valid certificate(s) of insurance evidencing all required insurance coverage

6. Licenses and Certificates

CSD99 reserves the right to require proof that a Prospective Contractor is an established business operating in compliance with the law. It shall be the sole responsibility of the awarded Contractor to ensure all sub-contractors minimally meet the requirements as agreed upon and as stated within this RFP.

Each Prospective Contractor shall be licensed and qualified to do business in its area of expertise. Each Prospective Contractor shall submit with their proposal a copy of and maintain the appropriate licenses and certificates during the term of any resulting contract, and any extensions.

7. Method of Payment

- A. A Purchase Order shall be sent to the Contractor upon acceptance of each approved on-call service scope of work. Individual invoices shall be sent for each Purchase Order.
- B. Contractor shall submit an invoice with signed ‘tickets’ substantiating time and materials expended for emergency services.
- C. All invoices shall be submitted to:

CICERO SCHOOL DISTRICT 99
5110 West 24th St
Cicero, Illinois 60804
Attn: Rita Tarullo

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

- D. Invoiced costs shall be in accordance with agreed upon rates.
- E. All invoices shall be reviewed and approved by a Contractor Representative and CSD99 before submission. CSD99 may elect to retain the entire payment for contracts with a duration of less than 30 days until satisfactory completion of the work. In addition, in the event that CSD99 has incurred actual damages on account of the Contractor's performance under this Agreement, and/or in the event that the assessment of liquidated damages seems likely, CSD99 may withhold such amounts from progress payments that are reasonably necessary to protect CSD99 from these types of damages.
- F. Payment/Final payment will be remitted upon acceptance of the completed project and receipt of final invoice.

8. Temporary Suspension of Work

CSD99 shall have authority to suspend the work wholly or in part for such period or periods as it may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract. The Contractor shall immediately comply with the written order of CSD99 to suspend work wholly or in part. In all cases of suspension of construction operations, the work shall not be resumed again until CSD99 gives written permission. Provided that reasonable cause exists for CSD99 to exercise this authority to suspend the Work, the Contractor agrees that he shall not make any claim for charges or claims for damages by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of contract time only for such reasonable period as CSD99 may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor.

For the avoidance of doubt, the limitation on damages pursuant to this section includes but is not limited to damages incurred by the Contractor for principal office overhead and expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, loss of efficiency and alleged impacts relating to employee costs incurred on account of project suspensions or delays, and for loss of anticipated profit.

Nothing contained in this Section shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents, nor shall it preclude any award of direct costs incurred by either party on account of the other party's failure to properly perform its contractual obligations and which are not schedule dependent.

9. Annulment of Contract

Should the Contractor fail to make satisfactory progress, or to comply with orders of CSD99, or should they neglect or refuse to remove materials, or to perform anew such work as has been rejected as defective and unsuitable, or if the Contractor shall become insolvent or be declared bankrupt, or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, CSD99 shall have the right to declare the Contract in default without process or action at law, and to turn over to the surety for completion or, at his option, or in case performance is guaranteed by negotiable securities, to take over the work and complete it, either by day labor or by re-letting all or any part of the work. Upon receiving notice to

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

this effect, the Contractor shall vacate possession and give up the said work, or the parts thereof specified in said notice, peaceably CSD99. Neither by taking over of the work by CSD99, nor by the declaration of an uncured default of this Contract shall CSD99 forfeit the right to recover damages from the Contractor or his Surety for failure to complete his Contract. Should the cost of completing the work be in excess of the original Contract price, the Contractor and his Surety shall be held responsible for such excess cost.

10. Claims

Should the Contractor believe that it is entitled to any additional compensation or time, over or beyond the compensation or time stipulated in the Contract documents, or for compensation or an extension of contract time over or beyond that allowed or approved by CSD99 for damages, losses, expenses, or delays alleged to have been sustained by it in connection with this Contract, the Contractor shall file a written notice of claim thereof with CSD99 prior to incurring any costs for which it may claim a right to additional compensation. Unless otherwise specified or required, in the events of alleged delay to the schedule, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses, or delays.

Unless otherwise specified, within thirty (30) days after giving the required notice, but not later than final payment, the Contractor shall file with CSD99 a written, itemized statement of the details and amount of such claim of damage, loss, expenses, or delay. Unless the Contractor timely files its written notice of claim and statement of costs as prescribed herein, the Contractor's claim for such additional compensation shall be absolutely invalidated; and it shall not be entitled to any compensation on account of such alleged damage, loss, expenses, or delay.

CSD99 shall ascertain the facts and shall approve an equitable adjustment to the Contract amount and/or time when, in his judgment, the findings of fact warrant it. CSD99 shall issue a written decision on the claim within thirty (30) days after receipt of the Contractor's itemized statement of the claim unless extended by mutual written agreement. CSD99 does not issue a decision within thirty (30) days or any extension thereof, CSD99 shall be deemed as having made a final decision denying the claim. CSD99's decision shall be final and conclusive on the parties, except as provided in "Breaches and Dispute Resolution".

11. Breaches and Dispute Resolution

- A. Disputes** – Disputes arising in the performance of this Contract which are not resolved by agreement of the parties as discussed in Claims Section of this contract, shall be submitted in writing on company letterhead to the authorized CSD99 Representative titled "Dispute to Claim Response" with the project name and bid number. A decision will be issued in writing by the authorized representative of CSD99. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to CSD99. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The appeal will be in writing on company letterhead addressed to CSD99, titled "Appeal" with the project name and bid number. The decision of CSD99 shall be binding upon the Contractor and the Contractor shall abide by the decision. Contractor shall abide by the decision.
- 1. Performance During Dispute** – Unless otherwise directed by CSD99, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
 - 2. Claims for Damages** – Should either party to the Contract suffer injury or damage to

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

3. **Remedies** – Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CSD99 and the Contractor arising out of or relating to this agreement, or its breach will be decided by Binding Arbitration. By submitting a proposal, you agree to these conditions.
4. **Arbitration of Dispute:** In any claim, dispute or other matter in question arising out of or related to this Agreement, the Parties must submit the issue to binding arbitration in accordance with applicable State of Illinois Legislation.
5. **Waiver of Jury Trial:** The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.

B. Rights and Remedies – The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. No action or failure to act by CSD99 shall constitute a waiver of any right or duty under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under.

12.Damages to Property

In the event Contractor damages CSD99's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If Contractor does not repair such damage within fourteen (14) days after receiving written notice from CSD99, or such lesser time if it determines the damage creates an emergency situation, CSD99 may repair the damage and the Contractor shall reimburse CSD99 for the costs it incurs within fourteen (14) days after CSD99 provides a written invoice to the Contractor.

13.Indemnity of the District

Contractor hereby agrees to indemnify and hold CSD99, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by CSD99 and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off CSD99 property

14. Force Majeure

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

End of Section– Contract Requirements

Submittal Checklist

The following items are required to be submitted with your proposal. Failure to do so may result in rejection of the proposal.

Required Forms/Submittals

- Signed and completed Proposal Form

- Non-Collusion Affidavit signed and notarized

- Vendor's Certification for Illinois Drug-Free Workplace Act Signed by Representative and Attester
- Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

- Minority and Women Owned Business Concern Representation

- Certificate Regarding Prevailing Wages and Equal Employment Opportunities

- Completed AIA Document A305-1986

- Certificate of Insurance

- Licenses

- Proof of Bond Capacity

Additional Forms

- Any necessary supplemental literature or information (if applicable)

Proposal Form

RFP: CSD99 On Call Services: Painting / Finishes RFP
Proposal Due Date /Time: April 2, 2025, by 3:00 P.M.

For consideration, Proposals must be received no later than the bid due time as set forth above.

You are invited to submit a proposal for the above-described work subject to the terms and conditions set forth in the Instruction to Bidders.

A. Bidder Identification:

Name:
Address:
Address:
City, State, Zip:
Contact Name:
Telephone:
Email address:

B. Bid Submittal Requirements

The Undersigned hereby confirms that all requirements of the bid submittal listed in the Request for Proposal have been included in the submitted Proposal. Failure to include any of the requirement materials may be considered cause for rejection of the proposal. Documents that need to be submitted with this proposal include:

- Signed and completed Bid Form
- Non-Collusion Affidavit signed and notarized
- Vendor's Certification for Illinois Drug-Free Workplace Act Signed by Representative and Attester
- Certification of Compliance with Illinois Human Rights Act (Sexual Harassment)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Minority and Women Owned Business Concern Representation
- Certificate Regarding Prevailing Wages and Equal Employment Opportunities
- Completed AIA Document A305-1986
- Certificate of Insurance
- Licenses
- Proof of Bond Capacity

**Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP**

D. Prevailing Wage Requirement

Each contractor or subcontractor performing work on this project shall comply in all respects with all laws governing the employment of Labor, Social Security, and Unemployment Insurance of both the State and Federal government. There shall be paid to each employee performing construction work or transportation of materials and equipment on this project at the site of the Project, no less than the minimum wage for the classifications of labor employed in compliance with 820 ILCS 130/1 et seq., as now existing or hereafter amended.

E. Tax Exemption

The Owner is exempt from sales tax and the Undersigned acknowledges that sales taxes have not been included in the Bid.

F. Bid Affirmation

In submitting this proposal, it is understood that the right is reserved by the Cicero School District to reject any and all proposals for any reason in the best interest of the district. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form within ten (10) days after the award of the contract.

The undersigned agrees not to withdraw the Bid for 60 days.

It is hereby affirmed that the above proposal has been made in accordance with the terms and conditions set forth on the face hereof and in the bidding documents listed in this Request to Bid and the bidder will accept any awards made to him as a result of this quotation.

Bidder's Name:

Address:

City, State Zip

Authorized Signature:

Name: *(Print/Type)*

Title:

If a corporation: Incorporated in The State of

ATTEST

Secretary:

The Bidder as listed above **IS** or **IS NOT** (*circle one*) a licensed dealer of the listed manufacturer.

**Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP**

End of Section– Proposal Form

Addendum(s)

It is hereby affirmed that the following Addendum(s) were received, reviewed, and incorporated to the bid:

Non-Collusion Affidavit

STATE OF ILLINOIS

)
) SS
)

COOK COUNTY

The undersigned bidder or agent, being duly sworn, on oath that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no persons or persons, firms or corporations has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Vendor or Agent

For: _____
Firm or Corporation

Subscribed and sworn to before me this _____day of _____, 20__.

My Commission Expires: _____

Signature of Notary Public: _____

CERTIFICATION

The bidder hereby certifies that the bidder is not barred from bidding on this contract as a result of a violation of either bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended, and that the bidder hereby certifies that it can enter into the contract provided herein and further acknowledges that the contract may be void if this certification is deemed false.

Signature

Illinois Drug-Free Workplace Act

Business Name: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

ILLINOIS DRUG-FREE WORKPLACE ACT

The undersigned contractor hereby certifies (check the one that applies):

_____ Having fewer than twenty-five (25) employees does hereby certify that it is not subject to the requirements of Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313).

_____ Having twenty-five (25) or more employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (ILCS 127,132.313) that the bidder shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and further certify that the bidder is not eligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

By:

Signature

Printed Name of Signer

Printed Title of Signer

Attest:

If a corporation

Printed Name of Signer

Printed Title of Signer

Signature

CERTIFICATION OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written sexual harassment policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written sexual harassment policy include at a minimum the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under Illinois law, (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

Address: _____

Signature of Officer

Title: _____

Subscribed and sworn to

Before me this _____ day

of _____, 20__

Notary Public

ISBE - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

This certification is required by the regulations implementing Executive Orders 12549 and 12689. Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

The prospective lower tier participant certifies, by submission of this Certification that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name	PR/Award number or Project Name
-------------------	---------------------------------

Name and Title of Authorized Representative

Signature/Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
 2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
 4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the "GSA Government Wide System for Award Management Exclusions" (SAM Exclusions) at <http://www.sam.gov>.
 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- ISBE 85-24 (11/05)

Minority, Person with Disability-Owned, And Female-Owned Business Concern Representation

Minority-Owned Business: a business which is at least 51% owned by one or more minority persons (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act) or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it.

Individuals who certify that they are members of minority groups (African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other minorities) are to be considered minority-owned enterprises.

Female-Owned Business: a business which is at least 51% owned by one or more females (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act), or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it.

Business Owned by a Person with Disability: a business that is at least 51% owned by one or more persons with a disability (as defined in Business Enterprise for Minorities, Females, and Persons with Disabilities Act) and the management and daily business operation of which are controlled by one or more of the persons with disabilities who own it. A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 or the Internal Revenue Code of 1986 is also considered a “business owned by a person with a disability.”

The definitions above are adopted from the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1 et. seq.

The District shall rely on written representations of concerns regarding their status as minority/female-owned businesses.

VENDORS MUST COMPLETE THE SECTION BELOW AND RETURN THIS FORM WITH THEIR BID. FAILURE TO DO SO MANY RENDER THE OFFEROR’S BID NOT RESPONSIVE.

- A. Representation. The offer represents that it is (), a minority-owned Business concern.
- B. Representation. The offeror represents that it is (), a female-owned Business concern.
- C. Representation. The offeror represents that it is (), a disabled-owned Business concern.

Please Check Appropriate Boxes

African American (AFRAM) Caucasian (CAUC) Native American (NAAM)

Hispanic American (HISP) Asian-Pacific (ASIAP) American Asian-Indian (ASIAI) American

Other _____ Female Owned (F)
(Please Identify)

Company Name _____ Address _____

City _____ State _____ Zip _____

Phone _____ Fax# _____ FEIN# _____

Signature of Company Official _____

Title _____ Date _____

Prevailing Wages & Equal Employment Opportunities

The undersigned hereby certifies that the Firm listed below is in compliance with and intends to be in compliance with at all times Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. *et. seq.*, the Public Works Employment Discrimination Act, 775 ILCS 10/0.01, *et. seq.*, the Illinois Human Rights Act, 775 ILCS 5/1-101, *et. seq.*, Fair Labor Standards Act of 1938, 29 U.S.C. §201, *et. seq.*, the Minimum Wage Law, 820 ILCS 105/1, *et. seq.* and the Prevailing Wage Act, 820 ILCS 130/0.01, *et. seq.*

Firm Name: _____

By: _____
(Authorized Agent of Firm)

Title

Subscribed and sworn to

Before me this _____ day
of _____, 20 _____

Notary Public

**AGREEMENT FOR THE PROVISION OF
ON-CALL/EMERGENCY**

THIS AGREEMENT (“Agreement”) is entered into between _____ (“Contractor”) and The Board of Education of Cicero School District 99 (the “District”), with the following facts:

- A. The District requires _____. As outlined in the _____, Services and/or equipment materials shall be equal to or exceed the quality level of industry standards and shall comply with all applicable federal, state, and local code, industry, technical, environmental, and performance standards and specifications.
- B. Contractor will coordinate such services as deemed necessary and approved by the District. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.
- C. In the event of conflict or inconsistency between the terms and conditions in the RFP, Addendum, Contractor’s submitted proposal or the Agreement, upon execution of this Agreement the terms of this Agreement shall control.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Term; Termination

The initial term of this Agreement shall commence on _____. This Agreement shall not automatically renew. The parties may agree to extend this agreement for one two-year period. The District reserves the right to accept or reject the option for contract renewal.

In the event that the Contractor at any time fails to comply with, fully perform, and/or strictly adhere to any covenant contained herein to be performed by the Contractor, its agents, employees, or otherwise, the District shall give 48 hours’ notice in writing to the Contractor of such failure. In the event the Contractor does not remedy such failure within three (3) business days from the receipt of such notice, except if such failure be impossible to remediate due to a force majeure, as outlined in Section 14 herein, this contract may be terminated at the option of the District. Such termination being effective immediately upon receipt of the Notice of Termination. Following termination, the Contractor shall remain liable for any cost to the District for these services for the remainder of the term of this Agreement. Failure of the District to exercise its right under this paragraph does not preclude any subsequent right to exercise at a later date.

Either party can terminate with or without cause at any time with thirty (30) days prior written notice.

2. Contractor Services

Contractor agrees to coordinate such services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such services pursuant to this Agreement are sometimes referred to herein as the “Services”.

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

The Contractor shall provide Services as outlined in the _____ included within this agreement as Exhibit A.

3. Fees for Service; Payment

Contractor shall be paid the agreed sum based on fees outlined on Exhibit B. Contractor shall only be paid for Services provided. Contractor shall submit detailed invoices, and any other documentation requested by the District, related to the provision of the Services on a monthly basis. All payments shall be made in compliance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

4. Compliance with Laws

Contractor is and shall remain in compliance with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Drug-Free Workplace Act, the Illinois School Student Records Act, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Act and any others relating to non-discrimination. Further, Vendor is and shall remain in compliance with all applicable Board policies and rules.

5. Contractor Personnel; Background Checks

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. Contractor further agrees to ensure that all employees, agents, contractors, and/or subcontractors comply with District 99 Board Policies and those requirements contained in this Agreement.

Contractor further acknowledges that any and all of its agents, employees, or representatives who will work with any District students will need to be fingerprinted and subjected to criminal history and background checks through the Illinois State Police and Federal Bureau of Investigations, as detailed in the Illinois Code 105 ILCS 5/10-21.9, prior to commencing any work under this Agreement. Contractor will provide the necessary information needed to administer the required background checks to the District prior to commencing any work under the Agreement.

District shall, in its sole discretion, determine whether any driver, agent, employee, or representative of Contractor is eligible to work with any District students. Only those drivers, agents, employees, or representatives of Contractor approved by District shall work with District students. District may revoke approval of any driver, agent, employee, or representative of Contractor at any time.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, insurance as described below.

Contractor shall obtain the following: commercial general liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate combined single limit for bodily injury

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

liability and property damage liability. With a \$5,000,000 umbrella. Additionally, Contractor shall obtain business and vehicular liability with a minimum limit of \$1,000,000 per accident for bodily injury liability and property damage liability.

In all instances, the District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The district shall be notified at least thirty (30) days prior to cancellation of any such policy or policies.

7. Damage to Property

In the event Contractor damages the District's property, the Contractor shall, at the Contractor's sole cost, restore the property or any surrounding area. Such restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage.

If Contractor does not repair such damage within fourteen (14) days after receiving written notice from the District, or such lesser time if the District determines the damage creates an emergency situation, the District may repair the damage and the Contractor shall reimburse the District for the costs the District incurs within fourteen (14) days after the District provides a written invoice to the Contractor.

8. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

9. Assignment of Contractor's Rights

No assignment and/or subcontracts shall be made without prior written approval from District.

10. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

11. Notices; Direct Communication Representative

All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Rita Tarullo
Cicero School District 99
Attn: Executive Director/CFO/CSBO
5110 W. 24th St., Cicero, IL 60804
708.863.4856
rtarullo@cicd99.com

To Contractor:
Name:
Address:
Phone:
Email:

Notice of change of address shall be given by written notice in the manner detailed in this Section 11.

The Executive Director/CFO/CSBO may designate a person or persons on staff in the District to be responsible for direct communication between the District and the Contractor. In the event the Executive Director of Business Affairs/CFO/CSBO does not designate such a person, all communication should be directed to the Executive Director of Business Affairs/CFO/CSBO.

12. Non-Solicitation

District agrees during the term of this Agreement it will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, service provider, driver or other person who has performed services for Contractor.

13. Force Majeure

In no event shall either Party be responsible or liable for any failure or delay on its part in the performance of any of its obligations under this Agreement arising out of or caused, directly or indirectly, by forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics (including but not limited to COVID-19), Governor Orders, or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services, it being further understood that the Contractor shall use reasonable

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

efforts which are consistent with accepted practices in the applicable industry to resume performance as soon as practicable under all of the circumstances.

Further, should the District determine, in its sole discretion, to suspend in-person instruction or the academic year entirely due to a force majeure the District and Contractor will work together to determine which Services, if any, can be continued and amend the Agreement to reflect this new understanding. If no services are needed or can be provided, no payment is due to Contractor regardless of any potential reimbursement from the Illinois State Board of Education (ISBE) or otherwise.

If the District decides to pay for services, even if none are being provided by Contractor, and should the Contractor receive payment from the State of Illinois, the Federal government, or any other source under a recovery, benefit, bailout, or subsidy program to compensate the Contractor for the payroll associated with services which the Contractor otherwise would have provided to the District for the period covered by the Term of this Agreement but for the closure of school due to force majeure (“Relief Payment”), the Contractor shall reimburse the District the amounts paid by the District pursuant to this Agreement. The Contractor shall provide written notification to the District within seven (7) calendar days after the Contractor is aware of the Relief Payment and shall reimburse the District within thirty (30) days.

If the District decides to make a payment to the Contractor and should ISBE or other State or federal agency under applicable law or regulation not reimburse the District for any Payments made under this Agreement as anticipated, the Contractor shall pay to the District the amount of the reimbursement expected, but not received by the District. The District shall provide the Contractor written notification within seven (7) calendar days after the District receives notice that it will not be reimbursed, together with the amount of the denied reimbursement, and the Contractor will fully reimburse the District within thirty (30) calendar days thereafter.

If the Contractor fails or refuses to reimburse the District under the terms of the above paragraphs, the Contractor agrees to pay for all the District’s reasonable attorneys’ fees spent in successfully recouping the Contractor’s promised reimbursement.

14. Entire Agreement; Amendment

This Agreement and any attachments, which are incorporated herein by this reference, constitute the entire Agreement between the parties with respect to the provision of the Services. This Agreement may not be amended except through a written agreement approved and signed by each of the parties.

15. Effective Date

The Effective Date of the Agreement shall be the last date that this Agreement is executed either by District or Contractor.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Severability

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

18. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

19. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

20. Governing Law

Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Illinois. Any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Parties hereby submit to personal jurisdiction in the State of Illinois and to venue in such courts.

Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date(s) indicated below.

DISTRICT:

DISTRICT:

By: _____

By: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Signed: _____

Date: _____

Attached Exhibits:

Exhibit A - On-Call / Emergency Services _____ RFP

Exhibit B - Contractor's Bid

Exhibit C - AIA Document A 305 - 1986

**Cicero School District 99 – Cicero, IL
On Call Services: Painting/Finishes RFP**

Exhibit A – On-Call / Emergency Services _____ RFP

[To Be Attached]

Exhibit B - Contractor's Bid

[To Be Attached]

Exhibit C - AIA Document A305 - 1986

[To Be Attached]