

**Invitation for Bids and Contract for
Districtwide Pest Control Management Program**

2018-2019

2019-2020

2020-2021

Bid # 17-Pest Control Management Program



Thornton Township High School District 205

465 E. 170th Street

South Holland, IL 60473

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PAYMENT TERMS

Payment Terms: All Invoices should be sent via email to garrett.william@district205.net and any other emails as requested by The District. Payment should be sent by The District no later than 60 days after the receipt of an accepted invoice. An accepted invoice is an invoice that is correctly sorted by category, and has all necessary information, in the opinion of The District, to provide proof of service.

Interest for overdue payments may be assessed pursuant to the Illinois Local Government Prompt Payment Act.


INSTRUCTIONS TO BIDDERS

Bid Schedule:

Activity:	Date:
Issuance of Invitation to bid	June 14, 2018
Mandatory Pre-Bid Meeting	June 19, 2018 @ 1:00 pm CST
Addendum Submitted (if necessary)	June 21, 2018
Bid Opening	June 26, 2018 @1:00 pm CST
Board Review and Consideration	July 11, 2018
Potential Start Date (tentative)	August 1, 2018

Bid Opening/Submission:

Bids will be accepted until June 26, 2018 at 1:00pm CST, at which time will be publically opened. The bid must be submitted in both hard copy form (one original and one copy) and with one electronic .PDF copy submitted on a USB flash drive or CD in a sealed envelope addressed to William J. Garrett, Manager of Operations, District Office, 465 East 170th, Street, South Holland, IL 60473 and labeled with bid NO. 17- Pest Control Services. All interested parties are invited to attend the bid opening. Email, fax, Dropbox or other similar electronic submittals will not be accepted.

 Submittal Checklist
Signed Bid Documents, Exhibits, and Certificates
Bid Bond in the amount of 10% of the Full Proposed Bid
Proof of Insurability
Hold Harmless Agreement
Certificate of compliance with IL Drug Free Workplace (Notarized)
Anti-Collusion Affidavit of Compliance (Notarized)
Certificate Regarding Sexual Harassment Policy (Notarized)
Certificate of Eligibility to Contract (Notarized)
Completed IRS W-9 form
Provide 1 (one) Original, 1 (one) copy and 1 (one) digital file on CD or USB flash drive in PDF format with your submittal
Completed Pricing Bid Forms

Awarded Contractor Requirements

Contract	Signed Agreement After Board Approval
Performance Bond	10% Due After Board Approval
Certificate of Insurance	Due After Board Approval

GENERAL TERMS AND CONDITIONS

DEFINITIONS

- 1.1 “Board” or “School District”: The Board of Education of Thornton Township High School District 205, Cook County, Illinois.
- 1.2 “Bid Documents” include:
- a. Request for Bid (Invitation for Bids and Contract for Districtwide Pest Control Management Program)
 - b. Bid Submission Form
 - c. Bid Conditions
 - d. Bid Specifications
 - e. Bid Forms and Exhibits
 - f. Addenda, If Any
 - g. Proposed Contract
 - h. References
 - i. All Forms and Documents Submitted by Submitter
 - j. Contract Executed by the Board and successful Submitter
 - k. Bid Checklist
- 1.3 “Submitter”: an individual or entity submitting a bid.
- 1.4 “Seller” or “Contractor”: The Successful Submitter.

FORM OF BID

- 2.1 **Bid Submission:** The Bid Submission Form and all other required submissions must be submitted to the District office at 465 East 170th Street, South Holland, IL 60473, no later than the date and time set forth on the Bid submission Form. The Bid must be submitted in a sealed envelope addressed to William J. Garrett, Manager of Operations, and Labeled with Bid NO 17-Pest Control Management Program. The name, address, phone number, email and a contact name for the Submitter must also be listed on the outside of the Bid. The Sealed bid must be submitted on the forms provided.

Provide 1 (one) original, 1(one) copy, and 1(one) digital file on CD or on USB Flash Drive in PDF format with your submittal. Email, fax, Dropbox or other similar electronic submittals will not be accepted.

All Communication in connection with this request shall be submitted in writing via email as follows:

William J. Garrett
Manager of Operations
Thornton Township High School
District 205
465 East 170th Street, South Holland, IL 60473
Email: garrett.william@district205.net

- 2.2 **Alternate Bids:** Alternate bids shall not be considered unless requested by the Board. An alternate bid shall not become part of the Contract unless approved by the Board in writing upon the award of the bid.
- 2.3 **Bid Deposit:** This bid must be accompanied by a bid deposit in the amount of ten percent (10%) of the total estimated bid. The deposit must be in the form of a bid bond, or cashier's or Certified Check made payable to Thornton Township High School District 205. The bond shall be carried with a bonding company rate of “A+ or better” by Standard & Poor's ratings and licensed to do business in the State of Illinois. Failure to supply a bid

bond at the time of the bid submission will automatically disqualify the bidder. The deposit, except that of the successful Submitter, will be returned promptly after the determination of the successful Submitter.

- 2.4 **Delivered Price:** Your bid price must be a delivered price for all goods and/or services, as applicable, and must account for all requirements in these bid documents. The bid price must be firm for at least (120) calendar days after the latest date for submission of bids.
- 2.5 **Unit and Total Prices:** The price for the units of any good specified in the Project Bid Specifications should be clearly shown for each separate item in the space provided on the Bid Submission Form. Only one unit price should be quoted according to any unit of measure shown in the Project Bid Specifications.
- 2.6 **Qualification:** The Submitter shall submit with the Bid Submission Form a fully completed and executed Qualification Statement.
- 2.7 **Contract:** A condition of being awarded this bid is the execution of the contract provided in Form F.

WITHDRAWAL, CANCELLATION, OR MODIFICATION OF BID; TERMINATION OF CONTRACT

- 3.1 **Withdrawal, Cancellation, or Modification of Bid:** A submitter may withdraw a bid at any time prior to the time specified in the Bid Documents as the closing time for the receipt of bids. Any modification to a bid may be made only by substitution of another bid, and must occur prior to bid submittal deadline. However, no Submitter shall withdraw, cancel or modify a bid for a period of (120) calendar days after said closing time for the receipt of bids, nor shall the successful Submitter withdraw, cancel, or modify a bid after having been notified that said bid has been accepted by the Board. Any Submitter that withdraws cancels or modifies a bid within said (120) day period shall forfeit the Bid Deposit.
- 3.2 **Late Bids:** Bids received after the time specified in the Bid Documents will not be considered.
- 3.3 **Termination of the Contract:** Should the contractor fail to materially comply with any of the terms or conditions set forth in this Contract, or should the District Determine the Contractor is in any way unfit, unqualified, or unable to perform all the needs of the District under the Contract, then this contract may be terminated by the District and any payment obligations for all unexpired portions of the term of this contract shall be void. Failure to Operate in accordance with these specifications shall be deemed sufficient reason for the cancellation of the Contract by the District.
- 3.4 **Termination of Contract for Convenience:** Either party reserves the right to terminate the Contract for any reason or no reason at all effective at the end of any contract year upon at least 90 (Ninety) calendar days' notice.

SUBMITTER REPRESENTATIVES

- 4.1 **Complete Understanding:** Each Submitter warrants and represents that he or she has read and understands the Bid Documents.
- 4.2 **Specifications:** Each Submitter warrants and represents that the bid is based on the specifications and terms and conditions contained in the Bid Documents.
- 4.3 **Authorized Representative:** Each Submitter warrants and represents that he is authorized representative of the Submitter and has the authority to bind the Submitter under the terms and conditions contained in the bid.

AWARD

- 5.1 **Award of Bids:** Bids shall be awarded to the Submitter who is the lowest responsible bidder, considering conformity with specifications, terms of delivery, qualify and serviceability.
- 5.2 **Bid Reservation:** The Board reserves the right to reject any and all bids or any part thereof and to waive technicalities or immaterial noncompliance in the bid or bid process.
- 5.3 **Interpretation of Bid Documents:** If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the Bid Documents, he or she may submit to the Manager of Operations a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the Bid Documents will be made only by addendum duly issued by the Manager of Operations, as determined to be necessary. A copy of such addendum will be mailed or delivered via email to each person receiving a set of such Bid Documents and to such other prospective Submitters as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective Submitter to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his or her bid. Oral explanations or representations will not be binding.

[Section 6 is Intentionally Omitted]

[Section 7 is Intentionally Omitted]

MISCELLANEOUS

- 8.1 **Taxes:** The Board is exempt from paying Illinois Use Tax, Illinois Retailer's Occupation Tax, Federal Excise Taxes, and thus, no taxes shall be included in the bid price.
- 8.2 **Waivers:** The failure of the Board to demand strict performance on any one occasion shall not in any way affect, limit, or waive the Board's right thereafter to enforce and compel strict compliance with every term, condition, and specification thereof. The Board shall not have waived any rights under the Bid Documents unless specifically set forth in writing.
- 8.3 **Default:** If any Submitter materially fails to fulfill any or all terms and conditions of the Bid Documents, said Submitter shall be declared to be in default, shall forfeit the Bid Deposit, and shall be subject to any and all other remedies available to the Board.
- 8.4 **Compliance with Applicable Law:** The Submitter shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including but not limited to those laws and regulations enforced and set forth by the Illinois State Board of Education, Illinois Environmental Agency, including, but not limited to the Illinois Human Rights Act (775 ILCS § 5/1 et seq.), the Equal Employment Opportunity Act (42 U.S.C. § 2000e), and the Illinois Criminal Code (720 ILCS 5/1 et al.) in performing under the Bid Documents.
- 8.5 **Assignment:** The Submitter shall not delegate, assign, or subcontract the performance of any obligation hereunder to any third party without the prior written consent of the Board.
- 8.6 **Indemnification:** To the fullest extent permitted by law, the Submitter shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns ("Indemnitees"), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys' fees and litigation costs) (collectively, "Claims") brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the Submitter; and (2) any breach by the Submitter of the terms or requirements of the Bid Documents. In

claims against any person or entity indemnified under this by an employee of the Submitter, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Submitter under workers' compensation acts, disability benefit acts or other employee benefit acts.

8.7 Requirements

- a. Term – The term of this agreement shall commence upon award by the Board of Education and terminate on June 30, 2021, unless otherwise terminated pursuant to the termination terms herein. Calendars of school district will vary from year to year. Each school projects a minimum of 174 days based on the program unless there is an emergency closing of schools due to weather, absence of utilities, etc. See Exhibit A District's school calendars for the 2017-2018 year.
- b. Equipment – Contractor shall keep all equipment used in the pest control services in accordance with the State of Illinois, EPA, Federal, and Local Standards for pest control, and such equipment shall be maintained in good mechanical order and operating condition at all times and such equipment shall likewise be so maintained as to pass any required inspections. All costs of equipment repair, maintenance and operation, including fuel shall be the sole financial responsibility of the Contractor.

BID SPECIFICATIONS

INTRODUCTION

The purpose of this bid is to provide Thornton Township High School District 205 with a source to provide pest management services at the prices offered herein, for the term of this agreement and any renewal periods. It is the policy of Thornton Township High School District 205 to use Integrated Pest Management (IPM) as the strategy for control of pests in and around school/district facilities. The following description of services details the District's understanding of the scope and content of IPM services as it will apply to all District property.

Bidders should read the entire set of specifications carefully, as these will form the basis of the contractual agreement with the District. Failure to comply with the specifications may and can provide grounds for termination of the contract agreement. Bids should reflect not only the expected costs to the Contractor of providing basic pest control services, but also the costs of providing supplementary services such as reporting, emergency treatments, in-service training and quality control activities.

Services

The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein consistent with the Structural Pest Control Act, 225 ILCS 235 and the . The submitted Plan shall be in accordance with the District's IPM Policy. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention.

Pests Included and Excluded

The Contractor shall adequately suppress the following pests:

- Indoor populations of commensal rodents (e.g. moles, Norway and roof rats, house mice), cockroaches, ants (including, but not limited to, fire ants and pharaoh ants*), bed bugs, flies, spiders, and any other arthropod pests not specifically excluded from the contract.
- Populations of the above pests that are located outside of the specified buildings, but within areas immediately adjacent to buildings or athletic fields
- Winged termite swarmer emerging indoors.
- Termites and other wood destroying organisms
- Mosquitoes (areas of stagnate water that are not structurally designed to hold or contain water, e.g. Pond)
- Birds, bats, snakes, and all other vertebrates other than commensal rodents. Pests that primarily feed on outdoor vegetation.

CONTRACTOR RESPONSIBILITIES

Initial Inspections of Facilities – The Contractor shall conduct a thorough initial inspection of each building or site within Ten (10) days of the initiation date of the contract. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the IPM Coordinator (Manager of Operations or his Designee). The IPM Coordinator will inform the Contractor of any restrictions or areas requiring special scheduling.

Pest Control Plan – Prior to initiation of service, the Contractor shall submit to the IPM Coordinator a Pest Control Plan for each building or site within Ten (10) days following the initial inspection. Upon receipt of the Pest Control Plan, the IPM Coordinator will render a decision concerning its acceptability within Five (5) working days. If aspects of the Pest Control Plan are incomplete or disapproved, the Contractor shall have Two (2) working days to submit revisions. The Contractor should be on site to initiate service within Five (5) working days following notice of approval.

The Pest Control Plan shall consist of five parts as follows:

A. Proposed Methods and Equipment for Service: The Contractor shall provide a summary of proposed control methods including current labels and Material Safety Data Sheets (MSDS) of all pesticides to be used, brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest surveillance and detection equipment, and any other pest control devices or equipment that may be used to provide service.

B. Proposed Methods for Monitoring and Surveillance: The Contractor shall describe methods and procedures to be used for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. In addition, the Contractor will work with the IPM Coordinator to establish population levels that constitute unacceptable levels of pest presence in school facilities.

C. Service Schedule for Each Building of Site: The Contractor shall provide complete service schedules that include planned frequency of Contractor visits, specific day(s) of the week for Contractor visits, and approximate duration of each visit.

D. Description of any Structural or Operational Change That Would Facilitate the Pest Control Effort: The Contractor shall describe site-specific solutions for observed sources of pest food, water, harborage, and access.

E. Commercial Applicator or Technician Licenses: The Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract.

Record Keeping – The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. These records shall be kept on school district property (normally in the possession of the Assistant Supervisor of Buildings and Grounds at each site and maintained on each visit by the Contractor. Each logbook shall contain the following items:

- A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.
- B. Service & Complaint Logs: A logbook for recording service visit activities, complaints from staff concerning pest observations or pesticide applications. Forms should show times in and out and should be signed by the Contractor at each service visit.
- C. Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental status, and building maintenance needs.

In addition, copies of the above-mentioned Service Report Forms should be forwarded by the Contractor to the IPM Coordinator at least once a month by the Contractor.

Times of Service – The Contractor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least 12 hours after the application. The Contractor shall work with the IPM Coordinator to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than 12 hours will elapse before students are expected to be present. In the event of such an emergency treatment, the contractor will maintain records of the reasons for such treatments for the period prescribed by law.

Safety and Health. The Contractor shall observe all safety precautions throughout the performance of this contract, and shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the District harmless for any action on its part or that of its employees that results in illness, injury, or death.

Uniforms and Protective Clothing. All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Vehicles. Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on District property. Vehicles must meet Illinois Department of Transportation requirements.

Licensing. Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or Licensed technicians. Unlicensed applicators will not be permitted to provide service to the District under this contract.

Complaints. Should at any time the District become dissatisfied with pest control service, the successful Contractor shall be notified in writing by the IPM Coordinator regarding problems that occurred. The notice will detail the problems and site(s) which is experiencing the problems. The contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the contractor will be given a date by which a written response with the proposed solutions must be submitted.

Additional Contractor RESPONSIBILITIES

Structural Modifications and Recommendations. The Contractor shall be responsible for advising the IPM Coordinator about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the District implements suggested modifications. The District will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the District on a case-by-case basis. The Contractor shall obtain the approval of the IPM Coordinator prior to any application of sealing material or other structural modification.

Use of Pesticides. The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Illinois. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

- A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticidal methods of control wherever possible. For example: Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate. Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.
- B. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by the IPM Coordinator.
- C. Pesticide Products and Their Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the IPM Coordinator prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.
- D. Pesticide Storage/Disposal: The Contractor shall not store, or dispose of, any pesticide product on District property.
- E. Pesticide Sales and Distribution: The Contractor shall not sell, share, or make available any pesticide products to any non-licensed District employee.

Rodent Control. As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by the IPM Coordinator. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the IPM Coordinator prior to making any

interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:

All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut.

All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved. Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box. All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing.

Program Evaluation. The District will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

General

The Contractor is required to have sufficient personnel and equipment to appropriately service the Pest control operations of each school as specified herein. Each school requires a minimum level of management, supervisory, and technical personnel. At a minimum, the Contractor must employ the following full-time personnel to service The District (these employees may be assigned to one or more of the schools that are the subject of these terms and conditions):

- A. Pest Control Manager
- B. Assistant Manager or Designee
- C. Dispatcher
- D. Coordinator or Service Technician

The Pest Control manager and/or designee must be on duty between 5:30 am and 5:30 pm.

Contractor shall not permit any of its employees, contractors or agents to perform any work related to the Contract whose criminal or other background would prohibit them from working with children under Illinois law, including but not limited to 105 ILCS 5/10-21.9 or who have criminal convictions or engaged in other conduct which calls into question such individual's fitness to be in the vicinity of children. Prior to the commencement of work by any of Contractor's employees or agents that brings the employee or agent within direct, daily contact with District students, Contractor shall provide a criminal background check (at Contractor's cost) to the District, and shall also provide such information upon request by the District.

Contractor shall provide the District with a list of its personnel policies, its safety and training manual, procedural manual and employee handbook, upon request.

All contractor personnel are required to wear an ID badge. The ID badge is to be clearly visible while performing work on at School District facilities. Contractor shall be responsible for any lost or misplaced ID badges for its personnel for all personnel involved in the Contract under employment of the Contractor will be provided to each

QUALIFICATIONS FOR BIDDERS

Bidders must have a minimum of five (5) years experience providing pest control services in grades K through 12 and ages 18-22 year olds students. The manager of the Contractor must have a minimum of five (5) years experience in pest control management in Illinois.

Each Bidder should furnish, as part of its bid, a complete description of its experiences in the field of Pest Control services. In addition, the following should be included at a minimum:

- a. Name and address of the operating company.
- b. Name of supervisory management that will be directly responsible for each school district's pest control services.

- c. Address, phone number and specific responsibility for supervisory management. Include detailed resumes, with experience, educational background, and references for each.
- d. The District reserves the right make recommendations and requests concerning Contractor's personnell assigned to the District.
- e. The pest control manager is an employee of the Contractor and under no circumstances is to be considered an employee of the school district. Contractor shall provide timely notice to the school district when a member of the Contractor's management team that deals with the school district is no longer employed by the Contractor or no longer assigned to the school district's account.
- f. Duration and extent of experience in the operation of educational transportation services.
- g. A list of similar operations and locations where the Bidder is operating in other school districts. Give length of time, name, address and telephone number of contact person for each operation.
- h. A list of all contracts lost in the last five years, along with a brief explanation of why the contract was lost. A lost contract shall include a cancelled or terminated contract and or any contract not awarded pursuant to bid where Contractor was the prior pest control provider.
- i. A list of names of all the owners of the company or principals of the corporation.
- j. An organizational chart showing the staffing lines of authority for key personnel to be used in performing the Contract. Staff should include a dispatcher, a liaison and a backup for each of those positions that are dedicated to the District.
- k. Unless Contractor previously reported in its bid submission, Contractor shall inform the District within 14 days of the award of the contract whether Contractor is a locally-owned, minority-owned, female-owned or person with disabilities-owned business to permit the District to comply with 105 ICLS 5/10-20.44.

In the event that service is interrupted for more than 1 week by reason of work stoppage or any other event, which prevents the Contractor from furnishing service, the District shall maintain the right to secure and substitute other Pest Control services. The cost of the substitute services will be paid for by the Contractor and will be solely the Contractor's cost .If necessary to reschedule the days lost because of the Contractor's failure to perform, the Contractor shall provide service in accordance with the Contract for each day rescheduled at no cost to the affected school or site.

PENALTIES

1. The Contractor selected agrees that the highest standards of delivery service are expected to be provided to Thornton Township High School District 205 at all times during the term of the Contract.
2. The District reserves the right to withhold certain payments in part or in whole based on the Contractor's nonperformance under the terms of the Contract. By accepting the Contract, the Contractor agrees that in the event of the specific service violations listed below, that sums listed under each occurrence may be withheld from the next subsequent payment due the Contractor.

Conditions such as weather, traffic accidents that impede traffic, and construction that are outside of the Contractor's control will not result in the assessment of a penalty for applicable situations outlined below, provided that the Contractor provides reasonable notice to the Manager of Operations of the event.

- a. Failure to show for any visit that requires the removal of pests, as covered in this contract, will be \$300 per occurrence.
- b. Spraying pesticides before receiving proper authorization, as outlined in this contract, will be \$4000 per occurrence.
- c. Disposing chemicals or hazardous containers, full or empty, will be \$400 per occurrence and the Contractor will provide all disposal fees and penalties accrued by the disposal company.

INSURANCE REQUIREMENTS

The contractor shall be required to maintain the following insurance:

General Liability:

- \$2,000,000 each occurrence-including Bodily Injury, Property Damage, Blanket Contractual Liability
- \$1,000,000 Damage to Rented
- \$25,000 Medical Expenses (any one person)
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Fire Damage Legal Liability
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/completed Operations Limit

Coverage to be written on an occurrence form, and to include a “per job” aggregate endorsement

Umbrella/Excess Liability:

- \$10,000,000 Each Occurrence
- \$10,000,000-Aggregate

The Contractor shall carry Workers’ Compensation insurance in the minimum limits as specified by law.

All insurance policies providing coverage as detailed above shall name the Board of Education of Thornton Township High School District 205 as an additional insured on a primary and noncontributory basis.

The Contractor shall provide proof of insurance on a form acceptable to the Board evidencing the required insurance. Proof of insurance and all insurance policies required to be obtained by the Contractor shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty days prior written notice given to the Board. If any of the insurance coverages are required to remain in force after final payment, all additional proofs evidencing continuation of such coverage shall be submitted with the final application for payment.

All insurance required of the Contractor shall state that the coverage afforded to the additional insured shall be primary insurance, non-contributory basis, of the additional insureds with respect to claims arising out of operations performed by or on their behalf. If the additional insured have other insurance which is applicable to the loss, it shall be on an excess or contingent basis.

BID FORMS

Submitter Instructions carefully complete every form that is included in this Bid Forms Section. All forms and attachments (e.g. Pricing Form and insurance certificate) should be included in your sealed bid envelope.

Provide one original, one copy and one complete digital file on file a CD or USB in PDF format of your bid in a sealed envelope. Failure to complete all the required information or providing any incomplete, inaccurate or misleading information will result in disqualification of your bid. Please contact William J Garrett, Manager of Operations, at garrett.william@district205.net, in writing if you have any questions regarding the bid forms or RFP requirements.

Bid Checklist (All items must be included with the Bid)

1. BID SUBMISSION FORM (signed and notarized)
2. BID BOND (attach bid bond or certified check)
3. CERTIFICATE OF INSURANCE (Submitter's current)
4. BID PRICING SHEET (Required)
5. HOLD HARMLESS AGREEMENT (Form A) (must be signed)
6. SEXUAL HARASSMENT POLICY CERTIFICATE (Form B and Attachment) (must be signed and notarized)
7. CERTIFICATE OF ELIGIBILITY TO CONTRACT (Form C) (must be signed and notarized)
8. QUALIFICATION/REFERENCES (Form D) (must be signed and notarized)
9. W-9 FORM (Sample of first page is included as Form E) (the full current version of the Form W from the IRS website must be completed and signed)
10. Signed contract (Form F)
11. Provide one original, one copy and one complete digital file on file a CD or USB in PDF format of your bid in a sealed envelope.
12. Completed Pricing Bid Forms

BID SUBMISSION FORM

**BOARD OF EDUCATION OF
THORNTON TOWNSHIP HIGH SCHOOL DISTRICT 205, COOK COUNTY ILLINOIS**

Bid Description:

RFP 17- Pest Control Management Program

Deadline for Questions and Clarifications: **June 20, 2018, at 12:00 A.M. CST**

Bid Submission Date and Time of Opening: **June 26, 2018, at 12:00 P.M. CST**

Submit your bid to:

William J Garrett

Manager of Operations

Thornton Township High School District 205

465 East 170th, Street, South Holland, IL 60473

Bid Deposit: 10%

Payment and Performance Bond: 100%

Fees for Services: To be detailed in submission

The undersigned, being duly sworn, deposes and certifies under oath that the company or other entity named below, its officers, employees, and agents, are not barred from submitting a bid on this contract as a result of a violation of the Bid Rigging or Bid Rotating provisions of the Public Contracts Section of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4), or as a result of a violation of any other law, rule, ordinance or regulation. The undersigned further certifies that he or she has read and understands the Bid Documents and that his or her bid is in compliance therewith.

The undersigned affirms that the documents and information provided in this bid are true and complete. The undersigned further affirms that submission of this bid constitutes an agreement to provide all services and comply with all requirements outlined in this RFP.

By: _____

Firm Name: _____

Print Name: _____

Address: _____

Title: _____

City: _____

State: _____

Telephone: _____

Email Address: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public:

2017- 2018 School Calendar



THORNTON TOWNSHIP HIGH SCHOOLS DISTRICT 205 SCHOOL
CALENDAR 2017 - 2018

July 2017							Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
						1	
2	3	H	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						
Total							

August 2017								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	*TI	*TI	16	17	18	19	3	
20	21	22	23	24	25	26	5	
27	28	29	30	BSN			4	
Total							12	

September 2017								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
					1	2	1	
3	H	5	6	7	8	9	4	
10	11	12	13	14	15	16	5	
17	18	19	20	21	22	23	5	
24	25	26	27	28	29	30	5	
Total							20	

October 2017							Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
1	2	3	4	PTC	PTC	7	4
8	H	10	11	12	13	14	4
15	16	17	18	19	20	21	5
22	23	24	25	26	*TI	28	4
29	30	31					2
Total							19

November 2017								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
			1	2	3	4	3	
5	6	7	8	9	H	11	4	
12	13	14	15	16	17	18	5	
19	20	21	X	H	X	25	2	
26	27	28	29	30			4	
Total							18	

December 2017								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
					1	2	1	
3	4	5	6	7	8	9	5	
10	11	12	13	14	15	16	5	
17	18	X	X	X	X	23	1	
24	H	X	X	X	X	30		
31								
Total							12	

January 2018							Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
	H	X	3	4	5	6	3
7	8	9	10	11	12	13	5
14	H	16	17	18	19	20	4
21	22	23	24	25	26	27	5
28	*TI	30	31				2
Total							19

February 2018								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
				1	2	3	2	
4	5	6	7	8	9	10	5	
11	12	13	14	PTC	PTC	17	4	
18	H	20	21	22	23	24	4	
25	26	27	28				3	
Total							18	

March 2018								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
				1	2	3	2	
4	H	6	7	8	9	10	4	
11	12	13	14	15	16	17	5	
18	19	20	21	22	23	24	5	
25	SB	SB	SB	SB	SB	31		
Total							16	

April 2018							Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
1	2	3	4	5	6	7	5
8	9	10	11	12	13	14	5
15	16	17	18	19	20	21	5
22	23	24	25	26	27	28	5
29	30						1
Total							21

May 2018								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
		1	2	3	4	5	4	
6	7	8	9	10	11	12	5	
13	14	15	16	17	18	19	5	
G	21	22	23	24	25	26	5	
27	H	X	X	X	X			
Total							19	

June 2018								Total
Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total	
					X		2	
3	X	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
Total							0	

Pupil Attendance Days	174
Institute Days	4
Approved All Day Parent/Teacher Conference Days (Limit of 2 Days).....	2
Emergency Days.....	5
Total (185 days or more).....	185

Legal School Holidays	
Labor Day	9/4/2017
Columbus Day	10/9/2017
Veteran's Day	11/10/2017
Thanksgiving Day	11/23/2017
Christmas Day	12/25/2017
New Year's Day	1/1/2018
M.L. King Holiday	1/15/2018
President's Day	2/19/2018
Casimir Pulaski Day	3/5/2018
Memorial Day	5/28/2018
1st Semester 81 student days	
2nd Semester 93 student days	

Calendar Legend	
School Opening	^
Legal School Holiday	H
Institutes	TI
Parent Teacher Conf	PTC
Spring Break	SB
Back to School Night	BSN
Emergency Days	X
Graduation	G
Not In Attendance	X
End of Semester	}
End of Quarter]

RD:3/13/2017

PRICING BID FORM

Description	Price Per School Year		
	(Remaining Months) 2018-2019	2019 - 2020	2020-2021
Yearly Pest Control Management system, as identified in 17-Pest Control Management Program. Pricing should include, but not be limited to the following:	\$	\$	\$
<ul style="list-style-type: none"> -Regular Scheduled service work -Emergency service work -Pest Control remediation -Pest Control -All required staffing hours -All required chemicals and materials required to perform Pest control. 			

FORM A

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Submitter shall indemnify and hold harmless the Board and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) (collectively, “Claims”) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the Submitter; and (2) any breach by the Submitter of the terms or requirements of the Bid Documents. In claims against any person or entity indemnified under this by an employee of the Submitter, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Submitter under workers’ compensation acts, disability benefit acts or other employee benefit acts.

The Submitter expressly understands and agrees that any insurance required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless the aforementioned parties.

NAME OF SUBMITTER: _____

BY: _____

ATTEST: _____

DATE: _____

FORM B
Certificate Regarding Sexual Harassment Policy

_____ (Submitter) does hereby certify (pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that (he, she, it) has adopted a written sexual harassment policy that includes 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) internal compliant process including penalty; (v) the legal recourse, investigate and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided. Submitter further certifies that it will comply with the Illinois Human Rights Act implementing regulations required for all public contractors and included herein as Attachment to Form B.

By: _____

Authorized Agent of Submitter

Date: _____

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

Illinois Human Rights Act Regulations

Contractor shall be required to comply with the following provisions only if and to the extent they are applicable under the law. The Contractor agrees to fully comply with the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et. seq., including, but not limited to, the provision of sexual harassment policies and procedures pursuant to Section 2-105 of the Act. The Contractor further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the Americans With Disabilities Act, 42 U.S.C. Section 12101 et. seq., and rules and regulations promulgated thereunder. The following provisions are included in this contract pursuant to the requirements of the regulations of the Illinois Department of Human Rights, Title 44, Part 750, of the Illinois Administrative Code (see 44 Ill. Admin. Code 750.20). As required by Illinois law, in the event of the Lessor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulations. During the performance of this contract, the Contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, age, citizenship status, physical or mental handicap or disability unrelated to ability, military status or an unfavorable discharge from military service, or arrest record status.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Lessor's obligation under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligation thereunder.

E. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with Illinois Human Rights Act and the Department's Rules.

G. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

FORM C
Certificate of Eligibility to Contract

I, _____ (pursuant to Section 5/10-20.21 (b) of the School Code) hereby certify that neither I, nor any of my partners, or officers or owners of (name of Entity)

_____.

1. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33 E-1 et seq. as amended;
2. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
3. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
4. Have made an admission of guilt of any of the above conduct which is a matter of record.

Furthermore, I certify that I, my partners, officers or owners of (name of business) _____ and its affiliates have and will continue to collect and remit Illinois Use

Tax, to the extent required under the Illinois Use Tax Act, 35 ILCS 105/1 et. seq.

In certifying to the above, I hereby acknowledge that the school board may declare any contract awarded pursuant to this bid void if this certification is false.

_____ Date Authorized Agent of Submitter

Subscribed and sworn to before me this _____ day of _____, 2017.

Notary Public

FORM D

REFERENCES

Please provide reference information for five (5) current contractual clients with preference given to institutional customers (e.g.: colleges, universities, school districts, etc.). At least 3 references should be a high school district similar in size to Thornton Township High School District 205. Enter N/A for any of the items below that do not apply. Thornton Township High School District 205 reserves the right to verify the information below.

	Reference #1
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #2
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #3
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #4
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

	Reference #5
Client/Company Name	
Contact Person	
Address	
Phone	
Email	

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] [] - [] [] - [] [] [] []

or
Employer identification number
[] [] - [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ftw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FORM F

PEST CONTROL SERVICES AGREEMENT

THIS AGREEMENT by and between, _____ having a principal place of business at _____, (hereinafter referred to as "Contractor") and the Board of Education of Thornton Township High School District 205, Cook County, Illinois (hereinafter referred to as the "Board"), is made as the latest execution date detailed below, and as follows:

1. Scope of Services

The Board retains Contractor to provide the Pest Control Services, as fully described in the Invitation For Bids and Contract for Districtwide Pest Control Management Program (which includes Instructions to Bidders, General Conditions and various bid forms and exhibits) for the, 2018-2019, 2019-2020, and 2020-2021 school years. For the purposes of this Agreement, the Bid Documents shall constitute the aforementioned Invitation For Bids and Contract for Pest Control Services (which includes Instructions to Bidders, General Conditions and various bid forms and exhibits) and any related Bid Addenda, Contractor's Bid submissions, together with all referenced documents, all of which are incorporated herein by reference. If any of the above contract documents contain terms that conflict, priority shall be acknowledged in the following order of precedence: (1) This Pest Control Services Agreement; (2) the Invitation for Bids and Contract for Districtwide Pest Control Management Program, plus any addenda issued; (3) Contractor's Bid submissions.

2. Status as Independent Contractor

Contractor and the Board are contractors independent of one another and neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other unless otherwise expressly agreed to in writing signed by both parties hereto. Contractor shall be responsible for payment of all taxes imposed in connection with its performance of services and receipt of fees under this Agreement.

3. Applicable Law

This Agreement shall be governed by the laws of the State of Illinois and shall be enforced in the Circuit Court of Cook County, Illinois.

4. Notice

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board:

Thornton Township High School District 205
Attention: Mr. Toriano Horton, Director of Business Operations
465 East 170th Street
South Holland, Illinois 60473

If to the Contractor:

5. Binding Effect of Agreement

This Agreement shall insure to the benefit of the Board, its agents, representatives, officers, directors, assigns and successors and shall bind Contractor, its agents, representatives, successors and assigns.

6. Assignment

Contractor agrees not to assign or sell any rights to this Agreement to a third party or parties without the prior agreement of the Board. Such action without approval shall authorize the Board to immediately terminate this Agreement and make a demand on Contractor's Performance Bond.

7. Waiver.

Any waiver by Thornton Township High School District 205 as to any incidence of nonperformance or breach by Contractor shall serve only as a waiver as to that specific incidence and not to any future incidence of nonperformance.

8. Extension

The Board reserves the right to extend this Agreement for up to two additional years upon such terms and conditions which may be mutually agreed to by the Board and Contractor.

9. Complete Understanding

This Agreement and the documents referenced and incorporated herein set forth all of the promises, agreements, conditions and understandings between the parties relative to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

10. Amendments

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

BOARD OF EDUCATION OF THORNTON

TOWNSHIP HIGH SCHOOL DISTRICT 205

By: _____ Date: _____

Board President

Attest: _____ Date: _____

Board Secretary

Contractor:

_____ (Company)

By: _____ By: _____ Date: _____

Title: _____ Title: _____ Date: _____