



## Hinsdale Township High School District 86 – FOIA

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October 15 2018

### **Via Electronic Mail**

RJB Properties, Inc.  
Attention: Sheila Shanafelt  
3357 S. Justine St.  
Chicago, Illinois 60608

### **RE: 19-021C Response to FOIA Request**

Thank you for writing to Hinsdale Township High School District 86 with your request for information pursuant to the Illinois *Freedom of Information Act* ("FOIA"), 5 ILCS 140/1 *et seq.*, received on September 18 2018.

You requested the following:

A copy of the most recently awarded contract for custodial/janitorial, or maintenance services.

Your request is granted Enclosed is documentation responsive to your request. We have redacted signatures pursuant to FOIA Section 7(1)(b).

You have a right to have the above-listed redactions reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

Public Access Counselor  
Office of the Attorney General  
500 South 2nd Street  
Springfield, Illinois 62706  
Fax: 217-782-1396  
E-mail: [publicaccess@atg.state.il.us](mailto:publicaccess@atg.state.il.us)

You also have the right to seek judicial review of any denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11. If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC.

As the District's FOIA Officer, I am responsible for the District's response to your FOIA request. This letter and enclosures are intended to be fully responsive to your specific request. If I have misunderstood your request in any way, please clarify the request in writing to me.

Sincerely,

FOIA Officer  
Hinsdale Township High School District 86  
630.655.6100  
[FOIA-Officer@hinsdale86.org](mailto:FOIA-Officer@hinsdale86.org)  
[FOIA Log](#)

## CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of July, 2018, by and between the Board of Education of Hinsdale Township High School District 86, Hinsdale, DuPage County, Illinois hereinafter called "DISTRICT," and GSF USA, Inc., an Illinois corporation located at 2200 E. Devon Ave., Suite 283, Des Plaines, IL 60018, hereinafter called "CONTRACTOR"

### WITNESSETH

**WHEREAS**, DISTRICT has selected Contractor to provide custodial services described herein; and

**WHEREAS**, CONTRACTOR desires to provide such services;

**NOW**, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

#### **1. BID SPECIFICATIONS**

CONTRACTOR shall provide custodial services to the DISTRICT in accordance with the Invitation to Bid on Custodial Services (hereinafter "Bid Specifications"), which is attached hereto and incorporated herein, as well as in accordance with all other exhibits attached hereto and incorporated herein. The notice to bid, bid instructions, addenda, CONTRACTOR'S bid proposal and this Agreement (collectively, the "Contract Documents") shall constitute the full and entire Agreement for the services contemplated hereunder.

#### **2. COMPENSATION**

In consideration for services provided in the Bid Specifications, DISTRICT shall pay to CONTRACTOR all sums due and owing and calculated in accordance with the rates set forth on the CONTRACTOR'S bid proposal attached hereto.

#### **3. TERM**

The Agreement shall be three (3) consecutive one (1) year contracts, commencing July 1, 2018. The Agreement shall renew on July 1, 2019, and July 1, 2020, unless the DISTRICT gives notice of termination to CONTRACTOR by April 15<sup>th</sup> prior to the renewal date. The DISTRICT, in its sole discretion may extend the term of the Agreement up to two (2) additional one (1) year terms. The parties may mutually agree to extend the Agreement on a year to year basis thereafter. The Compensation to be paid to the Contractor by DISTRICT during the extension periods, if any, shall be in accordance with the Contract Documents.

#### **4. PERSONNEL**

Contractor shall pay its employees at the rates provided for in the Contract Documents. Contractor, upon request, shall provide District with certified copies of its payroll for all employees providing services under this Agreement.

#### **5. ASSIGNMENT**

The services contemplated under this Agreement are deemed to be in nature of personal services. CONTRACTOR shall not assign this Agreement without prior written consent of DISTRICT. The parties agree that assignment by CONTRACTOR of any sums due and owing CONTRACTOR under this Agreement shall not constitute an assignment of the Agreement.

**6. STATUS OF CONTRACTOR**

In the interpretation of this Agreement and the relations between CONTRACTOR and DISTRICT, CONTRACTOR shall be construed as being an independent contractor employed to provide custodial services only; the personnel records of CONTRACTOR shall not be held or deemed in any way to be the records of DISTRICT or to become the records of the DISTRICT during DISTRICT examination of the records. Neither CONTRACTOR nor any of its employees shall be held or deemed in any way to be an agent, employee or official of DISTRICT. CONTRACTOR shall be responsible for, and hold DISTRICT harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

**7. PLACE OF CONTRACT**

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Illinois. All references in this contract to the "STATE" shall mean the State of Illinois.

**8. SAVINGS CLAUSE: INTENT**

In the event any provision specified herein is determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

If the terms and conditions of this Agreement are found to be illegal in their entirety, then this Agreement shall no longer be in force and the obligations of the parties hereunder shall cease and neither shall have recourse against the other.

This Agreement is not intended to, and does not, confer any right or benefit upon any third or other party other than CONTRACTOR and DISTRICT. No other party other than CONTRACTOR and DISTRICT, or their authorized successors or assigns, shall have any right or standing to enforce, or to pursue legal action to enforce this Agreement.

**9. EXTENSION AND MODIFICATION**

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

**10. ENTIRE AGREEMENT**

This Agreement, the Bid Specifications published by the DISTRICT and all exhibits set forth the entire agreement between DISTRICT and CONTRACTOR concerning the subject matter hereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained in this Agreement, the Bid Specifications published by the DISTRICT and the exhibits.

**11. PRESENCE OF CHILD SEX OFFENDERS ON SCHOOL PROPERTY**

CONTRACTOR acknowledges that, pursuant to the Illinois *Criminal Code* (720 TLCS 5/11-9.3), it is unlawful for a child sex offender to knowingly be present on school property when persons under the age of 18 are present without the specific notification to and permission of the Superintendent of Schools or the Board of Education. Child sex offenders found to be present on school property without permission will be considered trespassers and will be prosecuted in accordance with Illinois law. CONTRACTOR shall ascertain that its employees and employees of subcontractors are notified of this law and that said employees are directed to notify CONTRACTOR if they have been convicted of a sex offense restricting their presence on school property. CONTRACTOR will then provide

appropriate and immediate notification to DISTRICT. DISTRICT reserves the right to request the removal from the project of any person, including, but not limited to, employees of CONTRACTOR and subcontractors, who engage in conduct in violation of the law or Board of Education Policy or conduct otherwise disruptive to the educational process or detrimental to students in the area. The costs related to such removal and substitution of personnel shall be borne solely by the CONTRACTOR or subcontractor.

#### **12. ALCOHOL AND TOBACCO USE PROHIBITED**

In accordance with state and federal law and Board of Education policy, the use of alcohol and any tobacco products on school property is prohibited.

#### **13. CONFLICT OF TERMS**

In the event there is a conflict of terms among the Contract Documents, this Agreement shall control. If there is a conflict of terms between the Bid Specifications and Contractor's bid proposal, the Bid Specifications control.

#### **14. COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all laws, rules, regulations and ordinances applicable to the services provided hereunder and, in addition to all other obligations of CONTRACTOR required hereunder, CONTRACTOR shall indemnify, defend and hold DISTRICT harmless from any loss, cost or damages incurred by a violation of this paragraph.

#### **15. TERMINATION FOR CONVENIENCE**

The Owner may, at any time upon thirty (30) days written notice, terminate the Agreement in whole or in part for the DISTRICT'S convenience and without cause. Termination by the DISTRICT under this paragraph shall be made by a notice of termination delivered to the CONTRACTOR specifying the extent of termination and the effective date.

#### **16. INDEMNIFICATION**

The Contractor agrees to indemnify, hold harmless and defend the District, the Board of Education, members of said Board, and the District's officials, agents, employees, successors and assigns, against any and all actions, legal proceedings, liabilities, damages, losses, costs, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees and expenses, including, but not limited to, claims for the death of or bodily injury to any person and for the loss of, damage to or destruction of any property in any manner caused by, arising from, incident to, connected with or growing out of the performance of or failure to perform under this Agreement by Contractor, its officials, employees, agents, successors or assigns.

Contractor agrees to assume the entire liability for all personal injury claims suffered by their own employees allegedly injured on District property, and waive any limitation of liability defense based on the Workers' Compensation Act against claims by District for indemnification or contribution; and further agree to indemnify and defend District and its board members, agents and employees and volunteers (Indemnities) from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that Indemnities may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnities' own negligence, and further agree to pay any contribution appropriate for Contractor's own negligence. Contractor shall ensure that this provision is inserted in every contract between Contractor and subcontractors. If such provision is not contained within a subcontract or contract, or if a subcontractor's insurance does not cover or is insufficient to pay such claims, Contractor shall assumed all subcontractor liability for such indemnification of or contribution to District.

**17. FORCE MAJEURE**

Neither party shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, water, act of God or unavoidable accident, civil disorder or disturbance, strikes, vandalism, war riot, sabotage, weather or energy related closings, governmental rules or regulations, or like causes beyond the reasonable control and without the fault or negligence of such party, or for real or personal property destroyed or damaged due to such causes.

**18. BID PRICES AND PAYMENT**

The CONTRACTOR shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form. Notwithstanding anything in the Contract Documents to the contrary, all payments required hereunder shall be in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1.

**19. NOTICES TO PARTIES**

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by courier, registered or certified mail. Return receipt requested, properly addressed and postage prepaid, or by overnight mail by a reputable carrier, and addressed as follows:

TO:

Mr. Josh Stephenson  
Chief Financial Officer  
Hinsdale District 86  
5500 S. Grant Street,  
Hinsdale, IL 60521-4578

Notices to CONTRACTOR shall be addressed to:

Kurt Kuempel  
GSF USA, INC.  
2200 E. Devon Ave., Suite 283  
Des Plaines, IL 60018

Either DISTRICT or CONTRACTOR may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

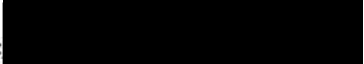
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written.

GSF USA, INC.

BY: 

ITS: GENERAL MANAGER

ATTEST:

BY: 

ITS: Administrative Assistant

BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86  
DUPAGE AND COOK COUNTIES, ILLINOIS

BY: 

ITS: CFO

ATTEST:

BY: 

ITS: Purchasing Supervisor

**AMENDMENT TO THAT CERTAIN CUSTODIAL SERVICES AGREEMENT  
BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86 AND GSF USA, INC.**

This Amendment is entered into this 5<sup>th</sup> day of September, 2018, by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties (“District”) and GSF USA, INC., an Illinois corporation (“Contractor”) and modifies the terms and conditions of the agreement previously entered into between the parties.

**RECITALS**

**WHEREAS**, the District entered into an agreement with Contractor, on or about July 1, 2018, to provide custodial services to the District (“Agreement”); and

**WHEREAS**, Paragraph 9 of the Agreement allows the parties to modify the terms of the Agreement by mutual written agreement; and

**WHEREAS**, the parties desire to amend the terms and conditions of the Agreement as detailed in this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth below, the Parties agree to the following terms and conditions:

1. **Conflict of Terms**. To the extent of any conflict, the terms and conditions of this Amendment shall control over the Agreement and any other document incorporated into and made a part of the Agreement regardless of whether the Agreement or the incorporated documents are allowed to be revised subsequent to the execution of this Amendment. Unless specifically defined in this Amendment, all capitalized terms shall have the meaning set forth in the Agreement.

2. **Staffing Requirements**. The staffing requirements set forth in the Agreement are hereby deleted and replaced as follows:

**Central/Administration Custodial Staffing Requirements:** one (1) custodian (directed by D86 staff) between 3:00 p.m. and 11:30 p.m.; twelve (12) custodians between 6:00 p.m. and 2:30 a.m.; and one (1) shift supervisor between 6:00 p.m. and 2:30 a.m.

**South/Transition Center/Bank Center Custodial Staffing Requirements:** one (1) cafeteria day porter/custodian between 10:00 a.m. and 6:30 p.m.; one (1) general day porter/custodian (directed by D86 staff) between 7:30 a.m. and 4:00 p.m.; twelve (12) custodians between 6:00 p.m. and 2:30 a.m.; and one (1) shift supervisor between 6:00 p.m. and 2:30 a.m.

3. **Authority to Execute**. Each signatory hereto represents and warrants that he/she has the proper corporate authority to execute this Amendment, to bind his/her entity to the terms hereof and to amend the Agreement in accordance with the terms set forth herein.

This Amendment is entered into as of the date set forth above.

**GSF USA, INC**

By: 

Its: GENERAL MGMT.

**BOARD OF EDUCATION OF  
HINSDALE TOWNSHIP HIGH  
SCHOOL DISTRICT NO. 86, DUPAGE  
AND COOK COUNTIES, ILLINOIS**

By: 

Its: CFO

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September 12, 2018

FOIA Officer / Dr. Bruce Law  
Hinsdale Township HSD #86  
5500 South Grant St.  
Hinsdale, Illinois 60521

Dear FOIA Officer:

This letter is a request under the Freedom of Information Act.

My name is Sheila Shanafelt. I am the Marketing Coordinator for RJB Properties, Inc. We submitted a bid/proposal earlier this year (**February, 2018**) for the janitorial, or maintenance services. We are interested in learning what company was lucky enough to secure the contract and the value of that contract. So, I am officially requesting a copy of the most recently awarded contract for custodial/janitorial, or maintenance services. The information will be used for commercial purposes.

Please send the information to me via e-mail at [sheila.shanafelt@rjb-properties.com](mailto:sheila.shanafelt@rjb-properties.com), or standard mail to:

RJB Properties, Inc.  
Attention: Sheila Shanafelt  
3357 S. Justine St.  
Chicago, Illinois 60608

Thank you in advance for your cooperation in this matter. Should you have any questions or comments, please do not hesitate to contact me at 312/989-4638.

Respectfully,

Sheila Shanafelt  
Marketing Coordinator