



**REQUEST FOR PROPOSAL # 19036
FOR
CUSTODIAL SERVICES**

<https://www.wilmette.com/purchasing/proposals-rfps/>

Required Pre-proposal Tour	02/06/2019 2:00 pm local time
Last Date/Time for Questions	02/12/2019 2:00 pm local time
Last Addendum Issued	02/15/2019 2:00 pm local time
Proposals Due and Opened At Village Hall 1200 Wilmette Ave, Wilmette, IL 60091	02/21/2019 2:00 pm local time

Submit proposals to:

Cliff Ruemmler
Purchasing Manager
Village of Wilmette
1200 Wilmette Ave
Wilmette, IL 60091
(847) 853-7619
purchase@wilmette.com

Note: This cover sheet is an integral part of the proposal documents and is, as are all of the following documents, part of any contract executed between the Village of Wilmette and any successful Respondent.

VILLAGE OF WILMETTE NOTICE TO PROPOSERS

Notice is hereby given that the Village of Wilmette (the "Village") will receive proposals at the Village Hall, 1200 Wilmette Avenue, Wilmette, IL 60091 until February 21, 2019 at 2:00 PM, local time for high quality professional Custodial Services for the following municipal facilities: Village Hall, 1200 Wilmette Avenue; Metra Depot Building, 722 Green Bay Road; Police Department, 710 Ridge Road; and the Public Works Facility, 711 Laramie Avenue.

Proposals will be publicly opened and the amounts on the Summary Proposal Sheet will be read aloud.

Required Pre-proposal Tour

A **REQUIRED** pre-proposal tour for all Respondents will be held on 02/06/2019 at 2:00 pm local time starting at the Village's Public Works facility located at 711 Laramie Avenue, Wilmette, IL. Attendees should be prepared to travel from the Public Works Facility to the other three (3) facility locations in their own vehicle. No attendees may join the meeting after 2:15 pm local time.

The Village requests that the anticipated day-to-day team supervisor attend the pre-proposal tour.

Respondents should email Cliff Ruemmler, Purchasing Manager, at purchase@wilmette.com by **12:00 pm local time on Thursday, January 31, 2019 to confirm** attendance at the pre-proposal tour. The purpose of the "reservation" is to ensure that an adequate number of copies of the building floor plans are available at the start of the tour.

Description of Work

The proposed work is officially known as Custodial Services as further described in the **RFP SPECIFICATIONS** section of this RFP.

Availability and Clarification of Documents

This RFP and any addendums will be posted on the Village's website at:
<https://www.wilmette.com/purchasing/proposals-rfps/>.

Any questions related to this RFP should be submitted in writing to Cliff Ruemmler, Purchasing Manager, at Purchase@wilmette.com. Questions received by the Village, including the Village's responses will be consolidated and posted to the Village website.

The deadline for submitting questions is 2:00 pm local time 02/12/2019. Respondents will provide written acknowledgment of each addendum issued with their proposal submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after 2:00 pm local time on 02/15/2019.

It is the sole responsibility of the Respondent to check the Village' website to determine if an addendum has be posted.

PROPOSAL PREPARATION AND SUBMISSION

Bid Bond

All proposals must be accompanied by a certified check, bank cashier's check, bid bond in the form as provided in the RFP document, or bank draft payable to the Village of Wilmette equal to ten (10%) percent of the amount of the proposal.

Preparation of Proposal Documents

The Respondent shall prepare the proposal on the attached forms furnished by the Village starting on page 6 of this RFP.

All blank spaces on the proposal pages applicable to the subject specification must be correctly completed in ink or type written. All signatures must be completed in ink.

The total proposal amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the Village's opinion that the words rather than the figures are in error. Respondents are warned against making any erasures or alterations of any kind, and proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

Conditions

Respondents are responsible to become familiar with all conditions, instructions, and contract documents governing this proposal, including the **Bond and Contract terms attached in Appendix One (1) and Appendix Two (2)**. Submission of a proposal will be considered specific evidence of having performed the above. **Any exceptions to the contract document that you may have must be included on the Proposal Exception Sheet.** Once the award has been made, failure to have read all the conditions, instructions and specifications of this RFP shall not be cause to alter the original proposal or to request additional compensation.

Conflict with Existing Village Contracts

This contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the Respondent. Any Respondent that currently performs work for the Village under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

Submission of Proposals

All proposals must be delivered to the Purchasing Manager by the specified opening time of the proposal. Proposals arriving after the specified time will not be accepted. Mailed proposals arriving after the specified time will not be accepted regardless of post-marked time on the envelope.

Three (3) hard copies and one electronic copy of the complete proposal in Adobe Acrobat PDF format on a USB flash drive should be submitted in a sealed envelope. The envelope must be clearly marked with the project name, respondent's name, address, proposal opening location, date and time.

Withdrawal of Proposals

Respondents may withdraw or cancel their proposals at any time prior to the proposal opening time by submitting a request in writing to the Purchasing Manager at purchase@wilmette.com or by mail at 1200 Wilmette Ave, Wilmette, IL 60091. Mailed requests to withdraw a proposal arriving after the specified time will not be accepted regardless of post-marked time on the envelope. After the proposal opening time, no proposal shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful Respondent shall not withdraw or cancel its proposal after having been notified by the Purchasing Manager that said proposal has been accepted by the Village Board.

Qualifications of Respondents

Respondent's references must represent that the respondent has the following minimum experience:

- a. Three years' experience as a continuously operating entity engaged in the performance of similar work.
- b. Completed custodial service contracts of a similar nature and complexity, completed within the past three years with a contract dollar amount of at least \$10,000 each for at least three different municipal or commercial owners.

Consideration of Proposals

The work shall be awarded to the responsible respondent who submits the responsive proposal that is most advantageous to the Village.

The Village reserves the right to waive any technicalities, irregularities or award in part or in whole or to not award at all, reject any and all proposals, and may order a re-advertisement for new proposals or whatever is in the best interest of the Village.

Failure on the part of the successful respondent to execute a contract within thirty (30) calendar days of its receipt or to provide an acceptable performance bond shall be considered just cause to withdraw the award. In such case the proposal security shall be forfeited as liquidated damages and not as a penalty.

If the proposal does not meet the entire Village specifications but does substantially meet the requirements, the respondent should indicate, in writing on the Proposal Exception Sheet, all deviations from the specifications. The specifications included in this RFP are to be considered as minimum.

Disqualification of Proposals

The following will be cause for disqualification of proposals:

- a. Prices excessively high and/or exceed monies available for the intended work;
- b. Failure to submit proposal security or surety;
- c. Failure to offer to meet specified delivery or performance schedules;
- d. Failure to price out the proposal in conformance to the required format; or qualification of price to protect the Respondent from unknown future market conditions;
- e. Rights of the Village limited under any contract clause;
- f. Reasonable basis to suspect either conflict of interest or collusion among respondents;
- g. Respondent fails to submit required information, literature, or affidavits with proposal;
- h. Late proposals;
- i. Failure of any authorized person to sign any required forms or to sign the proposal;
- j. Respondent is prohibited by local, state or federal law from entering into public contracts;
- k. Respondent is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village;
- l. Respondent has failed to perform faithfully any previous contract with the Village; and
- m. Anything to be in violation of the procurement policies and procedures for the Village of Wilmette.

Competency of Respondent

The respondent, if requested in writing, must present within five (5) business days, evidence satisfactory to the Village of ability and possession of the necessary facilities, equipment, personnel, prior experience, financial resources, and/or certificates of insurance.

**INSTRUCTIONS TO RESPONDENTS ON COMPLETING FORMS
CUSTODIAL SERVICES**

RESPONDENT INFORMATION

Company Name: _____

Address: _____

City, State, Zip _____

Contact Name: _____

Phone / Email: _____

The following Forms must be filled out completely, executed by an authorized agent, notarized and sealed, if applicable, and included in the proposal per the Proposal Preparation and Submission instructions starting on page 03.

PROPOSAL SUBMISSION FORMS, in this order

<input type="checkbox"/> This Instructions Page
<input type="checkbox"/> Summary Proposal Sheet
<input type="checkbox"/> Base Proposal Hours Sheet for the Village Hall, Police, Public Works & Metra Depot Bldg.
<input type="checkbox"/> Optional Services Sheet
<input type="checkbox"/> RFP Specifications
<input type="checkbox"/> Reference Form
<input type="checkbox"/> Current Village of Wilmette Contracts Sheet
<input type="checkbox"/> Proposal Exceptions Sheet
<input type="checkbox"/> Proposal Affirmation and Certification Pages (signed)
<input type="checkbox"/> Certification of Compliance (signed)
<input type="checkbox"/> Bid Bond
<input type="checkbox"/> W-9

SUCCESSFUL RESPONDENTS ONLY

The **successful** Respondent will be required to provide a performance bond and payment bond and execute the Contract included in Appendix One and Two to this RFP. These documents **SHOULD NOT** be completed at the time of proposal submission.

**SUMMARY PROPOSAL SHEET
CUSTODIAL SERVICES**

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

TOTAL ANNUAL COST
For Daily, Weekly, Monthly,
Quarterly & Semi-annual Tasks
(Round to Whole Dollars)

Location

Village Hall, 1200 Wilmette Avenue (from page 08) \$ _____

Police Department, 710 Ridge Road (from page 09) \$ _____

Public Works Facility, 711 Laramie Road (from page 10) \$ _____

Metra Depot Building, 722 Green Bay Road (from page 11) \$ _____

Total \$ _____

TOTAL PROPOSAL AMOUNT IN WORDS

**BASE PROPOSAL SHEET
CUSTODIAL SERVICES**

VILLAGE HALL, 1200 WILMETTE AVENUE

	<u>Estimated Hours Per</u>		<u>No. of Times Per Year</u>		<u>Total Estimated Annual Hours</u>	<u>Total Annual Cost</u>
Daily Tasks	X		260	=		\$
Weekly Task	X		52	=		\$
Monthly Task	X		12	=		\$
Quarterly Tasks	X		4	=		\$
Semi-annual Tasks	X		2	=		\$
Total						\$

Transfer total dollar amount to page 07.

The Village Hall major functions are to administer all Village governmental and administrative services for the residents of Wilmette. It contains: two floors above ground and an underground parking garage with a small maintenance/office area; public restrooms, main stairway and stairwells; staff lunchroom; conference rooms; council chambers; staff office areas; and small meeting rooms.

Custodial Services To Be Provided

See the schedule of tasks starting on page 13.

Exception(s)

All areas are to receive janitorial and cleaning services as outlined in the proposal specification with exception to following area(s):

1. Basement area: concrete garage floor, vehicle parking areas, storage room-print materials.
2. First Floor: storage closet –Finance Dept. and computer server room.

Available Custodial Service Hours

4:30 pm to 7:00 pm Monday to Friday	Daily and Weekly Tasks
4:30 pm to 10:00 pm Monday to Friday	Monthly, Quarterly & Semi-annual Tasks To be scheduled in conjunction with nights the Village Hall is in use.

See the Village’s website, <https://www.wilmette.com/calendar/>, for a comprehensive list of scheduled events that will impact the available custodial service hours.

POLICE DEPARTMENT, 710 RIDGE ROAD

	<u>Estimated Hours Per</u>		<u>No. of Times Per Year</u>		<u>Total Estimated Annual Hours</u>	<u>Total Annual Cost</u>
Daily Tasks	_____	X	260	=	_____	\$ _____
Weekly Task	_____	X	52	=	_____	\$ _____
Monthly Task	_____	X	12	=	_____	\$ _____
Quarterly Tasks	_____	X	4	=	_____	\$ _____
Semi-annual Tasks	_____	X	2	=	_____	\$ _____
Total					_____	\$ _____

Transfer total dollar amount to page 07.

The Police Department Headquarters operates twenty-four (24) hours per day, three hundred sixty-five (365) days per year. This is single story building with finished basement areas. It contains a front entrance welcome area, private offices, a communications center, detention area, evidence storage, armory, locker rooms, work-out area, lunchroom and underground garage.

Custodial Services To Be Provided

See the schedule of tasks starting on page 13.

Exception(s)

All areas are to receive janitorial and cleaning services as outlined in the proposal specification with exception to following area(s):

1. Basement area; concrete garage areas, stand-by generator room, auxiliary storage room next to generator room, evidence property room, personal property storage room, firearm range, computer server room and exercise equipment and weights in work out room.

Available Custodial Service Hours

Hours to be negotiated with Police Department.	Daily and Weekly Tasks
Hours to be negotiated with Police Department.	Monthly, Quarterly & Semi-annual Tasks

PUBLIC WORKS FACILITY, 711 LARAMIE AVENUE

	Estimated Hours Per		No. of Times Per Year		Total Estimated Annual Hours	Total Annual Cost
Daily Tasks	_____	X	260	=	_____	\$ _____
Weekly Task	_____	X	52	=	_____	\$ _____
Monthly Task	_____	X	12	=	_____	\$ _____
Quarterly Tasks	_____	X	4	=	_____	\$ _____
Semi-annual Tasks	_____	X	2	=	_____	\$ _____
Total					_____	\$ _____

Transfer total dollar amount to page 07.

The Public Works Facility is campus of six buildings/garages (all single story buildings), which support the following maintenance divisions: streets, forestry, water, sewer and vehicle maintenance. This facility also includes administrative offices, a training room, conference rooms, restrooms, locker rooms and a lunchroom.

Custodial Services To Be Provided

See the schedule of tasks starting on page 13.

Exception(s)

All areas are to receive janitorial and cleaning services as outlined in the proposal specification with exception to following area(s):

1. Main Floor: concrete garage floors, vehicle and equipment parking areas with garage areas, wash bay facility, storage rooms within garage areas, mud locker room and fuel island small building.

Available Custodial Service Hours

3:00 pm to 6:30 pm Monday to Friday	Daily, Weekly, Monthly, Quarterly & Semi-Annual Tasks
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METRA DEPOT BUILDING, 722 GREEN BAY ROAD

	<u>Estimated Hours Per</u>		<u>No. of Times Per Year</u>		<u>Total Estimated Annual Hours</u>	<u>Total Annual Cost</u>
Daily Tasks	_____	X	156	=	_____	\$ _____
Weekly Task	_____	X	52	=	_____	\$ _____
Monthly Task	_____	X	12	=	_____	\$ _____
Quarterly Tasks	_____	X	4	=	_____	\$ _____
Semi-annual Tasks	_____	X	2	=	_____	\$ _____
Total					_____	\$ _____

Transfer total dollar amount to page 11.

The depot building services the Metra Depot, located east of Green Bay Road, between Lake and Central Avenues. The building is single story and includes a seating area, restrooms, counter areas and trash receptacles.

Custodial Services To Be Provided

See the schedule of tasks starting on page 13.

Exception(s)

All areas are to receive janitorial and cleaning services as outlined in the proposal specification with exception to following area(s):

1. Main Floor: Union Pacific Office, and vendor concession area.

Available Custodial Service Hours (Three Days per Week)

3:00 pm to 6:00 pm Monday,
Wednesday and Friday

Daily, Weekly, Monthly, Quarterly & Semi-Annual Tasks

**OPTIONAL SERVICES SHEET
CUSTODIAL SERVICES**

Due to the generalized nature of the work under this Contract, instances may occur where the Village desires to have additional cleaning and custodial services provided outside the original intent of this Contract. Payment for these services shall be made based on a proposed price per labor-hour for the performance of the additional work as provided. The single labor-hour rate shall apply to all employees (i.e. Supervisor, Foreman, Custodian, Laborer, etc.). Requests for additional work shall be authorized in writing through the Village. The hourly rate shall be all inclusive of labor, material and equipment costs. Portal to portal charges shall not be considered billable, only those hours worked onsite at each facility. Upon written notice of need for demand hourly services, Contractor has up to four (4) business days to provide response for demand hourly services and exterior building window washing and up to (4) hours to provide response for biohazard cleanup at the Police Department. If Contractor fails to provide response for services, the Village shall hire a separate vendor for requested work and deduct incurred costs from the Contractor’s monthly invoice.

_____ hereby agrees to furnish to the Village all necessary equipment, materials and labor to complete the Work as outlined below in accordance with the provisions, instructions and specifications of the Village for the prices as follows:

	VILLAGE HALL	POLICE DEPARTMENT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
Demand hourly rate for custodial services.				
Biohazard cleanup at Police Department, per occurrence.	NA		NA	NA
Exterior building window washing, per occurrence.				

VILLAGE SPECIFICATIONS CUSTODIAL SERVICES

The nature of the service requested is ongoing high-quality cleaning and maintenance of four (4) Village facilities during and/or after normal business hours to ensure that Village employees work in a healthy environment, to maintain a positive and professional appearance of staff and public areas and to preserve the quality and conditions of the buildings.

The following tables summarize the various tasks and approximate frequency (i.e. daily, weekly, monthly, quarterly, semi-annually) of accomplishment. The described tasks indicate the estimated amount of work which has to be accomplished to maintain the premises in an acceptable condition. It may become necessary to accomplish some of the tasks on a more or less frequent basis to achieve the desired results. The tasks and frequencies as listed are generalized in nature and are not intended to be all inclusive. This task schedule shall not limit the responsibility of the Contractor to maintain each facility to the high level of cleanliness and service as more fully defined in Attachment Two. The intent of this section is to provide the Contractor information on the general nature of the work to be accomplished and on the unique characteristics of each facility. The Contractor shall be responsible for establishing their own schedules, tasks, and methods of work.

The following Specifications and other provisions shall govern the performance of the proposed Work and will be made a part of the Contract.

TASKS TO BE ACCOMPLISHED DAILY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
A. General Housekeeping					
1	Collect all waste and recyclable material from interior containers & insert liners as needed.	X	X	X	X
2	Dust exposed area of tables, counter tops, file cabinets, bookcases, and shelves (up to hand height, 70-inches). Desks are to be cleaned only on written request. Papers on desks or counters are not to be disturbed.	X	X	X	X
3	Spray and wipe clean tables, file cabinets, chairs, benches, etc.	X	X	X	X
4	Clean, scour, and sanitize drinking fountains.	X	X	X	X
5	Clean all entrance (interior side) door glass.	X	X	X	X
6	Spot clean interior door glass, interior side of windows and glass partitions (both sides).	X	X	X	X
7	Damp clean top of handrail on all stairways.	X	X	N/A	N/A
8	Check to see that an adequate supply of paper goods and consumable goods are in storage areas.	X	X	X	X
9	Any item(s) placed on the floor are not to be thrown out or discarded unless marked as trash to be thrown out.	X	X	X	X
10	Pick-up area near outside entrances to each facility and around the outside trash/recycling disposal area.	X	X	X	X

TASKS TO BE ACCOMPLISHED DAILY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
B. Restrooms, Kitchen/Lunchrooms					
1	Collect all waste and recyclable material from interior containers, insert liners, and remove to proper waste disposal or recycling area. Paper and other recyclable materials shall be collected and stored in designated exterior containers.	X	X	X	X
2	Clean all chrome fittings.	X	X	X	X
3	Clean, scrub, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.	X	X	X	X
4	Clean and sanitize toilet seats (both sides), baby changing stations, and all counter areas.	X	X	X	X
5	Clean table tops and counter tops with a disinfectant cleaner and damp-clean cabinets.	X	X	X	X
6	Clean mirrors.	X	X	X	X
7	Empty all containers and insert liners.	X	X	X	X
8	Damp clean exterior of waste containers.	X	X	X	X
9	Dust tops of partitions as necessary (up to hand height, 70-inches).	X	X	X	N/A
10	Spot clean partition doors as necessary.	X	X	X	N/A
11	Spot clean walls around sinks, microwaves, stove tops, cooking appliances, and walls around and under towel cabinets and urinals.	X	X	X	X
12	Clean and refill all dispensers to include, but not be limited to, paper towels, napkins, toilet tissue, soap, etc.	X	X	X	X
13	Showers (men's and women's) - spot clean chrome fittings and floors with disinfectant.	N/A	X	X	N/A
14	Install properly fitting urinal screens (designed to fit the specific urinal model). Clean urinal screens, replace urinal deodorizers, and refill metered room deodorizers, as needed.	X	X	X	X
C. Floor Care - Resilient and Hard					
1	Dust mop with treated mop, or sweep all open hard floor surfaces including stairways.	X	X	X	X
2	Damp mop all hard floor surfaces, spot damp mop stairs as needed.	X	X	X	X
3	Damp mop all entrance floors (mats to be picked up).	X	X	X	X
4	Clean floor mats with a vacuum.	X	X	X	X
5	Detergent mop, rinse, and disinfect all washroom and locker-room floors. Do not use strong detergent or flood panels with cleaning agent.	X	X	X	X
D. Floor Care – Carpets					
1	Remove any spots (including any gum, candy or stained areas) with cleaner as needed.	X	X	X	X
2	Vacuum all open carpeted areas, including hallway mats.	X	X	X	X
3	Vacuum all carpeted areas. Open areas are those areas that can be reached with an upright vacuum or 12" wand type vacuum without moving objects with exception for chairs.	X	X	X	N/A

TASKS TO BE ACCOMPLISHED WEEKLY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
A. General Housekeeping					
1	Dust all horizontal surfaces separate from the items listed on the daily task list A.2, including sills, ledges, moldings, picture frames, wall hangings, and radiators -up to hand height, 70-inches (including washrooms and lunchrooms).	X	X	X	X
2	Dust tops of all room divider partitions.	X	X	X	N/A
3	Dust all horizontal blinds and shades in offices and common areas.	X	X	X	
4	Clean all entrance (exterior side) door glass.	X	X	X	X
5	Remove fingerprints from doors, moldings, and from around light switch plates (including washrooms and lunchrooms).	X	X	X	X
6	Clean and polish complete railings of all stairways with approved detergent.	X	X	X	N/A
7	Dust tops of all lockers.	N/A	X	X	N/A
8	Clean and sanitize desk telephones.	X	X	X	N/A
9	Clean and scrub down all prisoner cells and lock-up areas with Village approved disinfectant (i.e. bleach product 50/50 mix with water), or as needed.	N/A	X	N/A	N/A
B. Restrooms, Kitchen/Lunchrooms					
1	Damp clean partitions and partition doors and remove all graffiti where possible.	X	X	X	X
2	Showers (men's and women's) - clean and scrub walls and chrome fittings with scum remover and Village approved disinfectant	N/A	X	X	N/A
3	Spot clean all walls	X	X	X	X
4	Report any graffiti to the Facilities Supervisor (removable and nonremovable).	X	X	X	X
C. Floor Care - Resilient and Hard					
1	Machine spray buff all resilient floor areas and detail clean corners and baseboards.	X	X	X	X
2	All entrance and carpet mats shall be cleaned by means of carpet cleaning machine, as needed.	X	X	X	X
3	Damp mop stairway surfaces.	X	X	N/A	N/A
4	Damp mop tile and cement floors with a mild detergent. Do not use strong detergent or flood panels with cleaning agent.	X	X	X	X
D. Floor Care – Carpets					
1	Lift and vacuum under all plastic chair mats, damp wipe mat	X	X	X	N/A
2	Vacuum all restricted areas (areas that could not be normally accessed), corners and edges using a crevice tool	X	X	X	X

TASKS TO BE ACCOMPLISHED MONTHLY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
A. General Housekeeping					
1	Vacuum dust from all window blinds.	X	X	X	N/A
2	Vacuum HVAC air diffuser outlets and inlet/return grates.	X	X	X	X
3	Clean and remove cobwebs from walls and ceilings and behind cubicle partitions adjoining windows.	X	X	X	X
4	Vacuum all upholstered chairs and furniture.	X	X	X	N/A
6	Vacuum exterior of all lighting fixtures and diffusers.	X	X	X	X
7	Vacuum all vertical surfaces of room dividers, partitions and cubicles.	X	X	X	N/A
8	High dust above hand height (70-inches), all horizontal and vertical surfaces (i.e. moldings, edges, pipes, ducts, heating outlets, picture frames, wall hangings, etc.). Including washrooms and lunchrooms.	X	X	X	X
9	Damp clean all horizontal surfaces including sills, ledges, moldings, picture frames, wall hangings, and radiators (including washrooms and lunchrooms).	X	X	X	X
10	Damp clean seats and backs (vinyl and hard surface) and lower frames of all chairs.	X	X	X	X
11	Clean all trash and recycling containers with disinfectant cleaner.	X	X	X	X
C. Floor Care - Resilient and Hard					
1	Machine surface scrub and buff all areas	X	X	X	X

TASKS TO BE ACCOMPLISHED QUARTERLY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
A. General Housekeeping					
1	Clean and wipe down all lighting fixtures lens (clean out bugs), diffusers, and lamps.	X	X	X	X
2	Polish wood doors and trim with approved oil product.	X	X	N/A	X
3	Damp clean accessible ceiling and wall vents and radiators.	X	X	X	X
4	Wash all windows (interior).	X	X	X	X
B. Restrooms, Kitchen/Lunchrooms					
1	Thoroughly clean and sanitize all washrooms, locker-room partitions, and walls (ceiling to floor).	X	X	X	X
2	Clean exterior of all lockers.	N/A	X	X	N/A
3	Scrub down all hard surfaces.	X	X	X	X
4	Clean and sanitize refrigerator/freezer interiors – as scheduled/directed by the Facilities Supervisor.	X	X	X	N/A
C. Floor Care - Resilient and Hard					
1	Seal, wax, and buff all high traffic and heavily worn areas.	X	X	X	X
2	Machine scrub and refinish all washroom floors (no wax).	X	X	X	X
3	Scrub and clean all baseboards and floor drain grates.	X	X	X	X
D. Floor Care – Carpets					
1	Deep clean all carpet and designated carpet mats per IICRC S100 standards.	X	X	X	X
2	Damp clean all baseboards.	X	X	X	X
E. Mechanical Rooms, Storage Rooms, Closets, Vaults					
1	Sweep or vacuum all floors thoroughly.	X	X	X	X
2	Dust completely all horizontal surfaces and shelves, excluding mechanical systems.	X	X	X	X
3	Remove all cobwebs, trash, or litter.	X	X	X	X
4	Certain restricted areas must be cleaned only in the presence of Village employees and on prearranged schedules.	X	X	X	X

TASKS TO BE ACCOMPLISHED SEMI-ANNUALLY		FACILITY			
		VILLAGE HALL	POLICE DEPT	PUBLIC WORKS FACILITY	METRA DEPOT BLDG
A. General Housekeeping					
1	Clean all furniture and upholstery with approved cleaning agent.	x	x	x	N/A
C. Floor Care - Resilient and Hard					
1	Strip and refinish all floors (including stairways). A minimum of three coats of wax will be applied.	x	x	x	x
D. Floor Care – Carpets					
1	Deep clean all designated carpeted floors per IICRC S100 Standards Guide for Professional Carpet Cleaning.	x	x	x	N/A

MATERIALS AND EQUIPMENT

Village To Furnish

In support of this Contract, the Village will supply the following, at no cost to the Contractor, for application at the facilities subject to the Contract.

Consumable products for use of building occupants:

1. Toilet tissue
2. Paper roll towels - household use
3. Paper roll towels - bathroom use
4. Toilet seat covers
5. Facial tissue
6. Liquid hand soap/cleaner
7. Waste can liners
8. Toilet bowl sanitation blocks
9. Urinal blocks and/or screens
10. Aerosol bathroom deodorizers

While the Village is providing the consumable products noted above, it is the Contractor's responsibility to ensure quantities of supplies are sufficient and available at all times for use by the Village building occupants. At minimum, each Facility shall have one week's worth of consumable products on-hand at all times.

In addition to consumable products, the Village will provide the Contractor with the following, in support of this contract:

1. Locations for limited storage of Contractor's equipment and supplies at each facility with access to hot and cold water.
2. Adequate containers for refuse disposal, including recycling containers when applicable.
3. A centralized location at each facility for refuse and recycling disposal.
4. Electrical source for use of equipment.

REFERENCE FORM

Each respondent **must** supply at least three (3) names, addresses, telephone numbers and names of persons to contact as performance references.

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

Company Name : _____

Address : _____

City & State : _____

Telephone Number..... : _____

Person to Contact : _____

E-Mail Address : _____

CURRENT VILLAGE OF WILMETTE CONTRACTS SHEET

Do you currently hold any Village of Wilmette contracts?

No

Yes

If yes, please list the Village of Wilmette contracts below:

Please indicate below how your company initially heard about this RFP.

- Email from the Village of Wilmette
- PublicPurchase.com
- DemandStar.com
- Other, _____

PROPOSAL AFFIRMATION AND CERTIFICATION

IN SUBMITTING THE SUMMARY PROPOSAL SHEET AND OPTIONAL SERVICES SHEET, RESPONDENT AFFIRMS THAT IT:

1. Has carefully examined all of the documents included in this RFP, including Addenda Nos. _____ (if none, write "NONE") and accepts the terms and conditions therein;
2. Was given an opportunity to attend a pre-proposal meeting and Respondent acknowledges that it is satisfied as to the general, local and site conditions that may affect cost, progress, performance and the furnishing of the Work;
3. Is familiar with the federal, state, county and local laws and regulations that may affect cost, progress, performance and the furnishing of the Work;
4. Is aware of the general nature of work, if any, to be performed by the Village or others that may relate to Work for which this proposal is submitted as indicated in the RFP; and,
5. Has given the Village written notice of all conflicts, errors, ambiguities or discrepancies that Respondent has discovered in the RFP, if any, and the written resolution thereof by the Village is acceptable to Respondent. The RFP is generally sufficient to indicate and convey an understanding of all terms and conditions for performing and furnishing the Work for which this proposal is submitted.

FURTHER, IN SUBMITTING THIS PROPOSAL, RESPONDENT CERTIFIES THAT:

1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by Respondent, prior to opening, directly or indirectly to any other respondent or to any competitor;
3. This proposal has not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; and,
4. Has not directly or indirectly induced or solicited any other respondent to submit a false or sham proposal; has not solicited or induced any person, firm or corporation to propose or refrain from proposing; and has not sought by collusion to obtain for itself any advantage over any other respondent or over the Village.
5. They are familiar with all conditions, instructions, and contract documents governing this proposal, including the Bond and Contract terms attached in Exhibits 2 and 3, and that any exceptions to the contract document are included on the Proposal Exception Sheet.

SIGNED AND SWORN THIS _____ DAY OF _____, 2019

If Respondent is an Individual:

By: _____
(Signature)

By: _____
(Print Name)

d/b/a _____

Business address: _____

Business Phone #: _____

If Respondent is a Partnership:

(Firm Name)

By: _____
(Signature of Partner)

By: _____
(Signature of Partner)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Respondent is a Corporation:

[Corporate Seal]
(Corporation Name)

[Corp

By: _____
(Signature of person authorized to sign)

(Print Name and Title)

Attest _____
(Signature of Secretary)

Business address: _____

Business Phone #: _____

E-mail Address: _____

If Respondent is a Joint Venture:

(Name of Joint Venture)

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

By: _____
(Signature)

(Print Name)

Address: _____

Phone #: _____

E-mail Address: _____

**Subscribed and sworn before me
this ____ day of _____, 2019**

Notary Public:

Village of Wilmette

CERTIFICATION OF COMPLIANCE

DESCRIPTION: Custodial Services

_____, having been duly sworn, depose and states as follows:

Having submitted an offer for the above goods and/or services, We hereby certify that: *(initial all that apply)*

PLEASE CHECK ALL APPLICABLE BOXES

BARRED FROM BIDDING: We are not barred from bidding on these goods and/or services as a result of a violation of either 720 ILCS 5/33E or of any similar statute of another state or a federal statute containing the same or similar elements.

SEXUAL HARASSMENT: We have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

PAYMENT OF TAXES: We are not delinquent in the payment of any tax administered by the Illinois Department of Revenue; or if we are, it: (a) is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Approved Revenue Act; or (b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

EQUAL PAY ACT: Engineers, Contractors, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

CONFINED SPACE ENTRY: We will comply with all requirements of 29 CFR Part 1910 Permit Required for Confined Spaces for General Industry; including Section 1910.146(c) (9) "In addition to complying with the permit space requirements that apply to all employers, each Engineer who is retained to perform permit space entry operations shall: (a) obtain any available information regarding permit space hazards and entry operations from the host employer; (b) coordinate entry operations with the host employer, when both host employer personnel and Engineer personnel will be working in or near permit spaces, as required by paragraph (d)(11); and (c) inform the host employer of the permit space program that the Engineer will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation."

DRUG-FREE WORKPLACE: We will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) *et. Seq.* entitled "Drug Free Workplace Act"; we will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Engineer's workplace.
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- 2) Establishing a drug free awareness program to inform employees about:
 - a) the dangers of drug abuse in the workplace;
 - b) the grantee's or Engineer's policy of maintaining drug free workplace;

- c) any available drug counseling, rehabilitation, and employee assistance program; and
 - d) the penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 4) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
 - 5) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
 - 6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required, and indicating that a trained referral team is in place.
 - 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
 - 8) Failure to abide by this certification shall subject the Engineer to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

NATIONAL SECURITY/USA PATRIOT ACT: We represent and warrant that, pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, neither we nor any of our principals, shareholders, members, partners, or affiliates, as applicable, as a person or entity are named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that we are not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. We further represent and warrant that we and our principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

We further represent and warrant we are not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that we are not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

We hereby agree to defend, indemnify, and hold harmless the Village of Wilmette, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warrant.

EQUAL EMPLOYMENT OPPORTUNITY: In the event of the Engineer'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 Engineer 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 cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Engineer agrees as follows:

- 1) 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, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service; 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.
- 2) 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 areas 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.
- 3) 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, citizenship status, age, physical or mental handicap unrelated to ability, military status, or an unfavorable discharge from military service.
- 4) 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 Engineer's obligations 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 Engineer in its efforts to comply with such Act and Rules, the Engineer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) 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.
- 6) 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 the Illinois Human Rights Act and the Department's Rules.
- 7) 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 Engineer 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 Engineer 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.

ILLINOIS PUBLIC WORKS EMPLOYMENT DISCRIMINATION ACT

- 1) Discrimination in employment prohibited: (a) No person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, or other political subdivision or agency thereof (b) The Illinois Human Rights Act applies to all contracts identified in subsection (a). 10/2. Deemed incorporated in contract: The provisions of this Act shall automatically enter into and become a part of each and every contract or other agreement hereafter entered into by, with, for, on behalf of, or for the benefit of this State, or of any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, providing for or relating to the performance of any of the said work or services or of any part thereof.
- 2) Includes independent contractors, etc.: The provisions of this Act also shall apply to all contracts entered into by or on behalf of all independent contractors, subcontractors, and any and all other persons, association or corporations, providing for or relating to the doing of any of the said work or the performance of any of the said services, or any part thereof.
- 3) Deduction from compensation: No Engineer, subcontractor, nor any person on his or her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the State or for any department, bureau, commission, board, other political subdivision or agency, officer or agent thereof, on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the Engineer by the State of Illinois or by any municipal corporation thereof, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Act.
- 4) Recovery by injured person: Any person, agency, corporation or association who violates any of the provisions of this Act, or who aids, abets, incites or otherwise participates in the violation of any of the provisions, whether the violation or participation therein occurs through action in a private, public or in any official capacity, shall be guilty of a petty offense for each and every violation or participation therein with respect to each person aggrieved thereby, to be recovered by each such aggrieved person, or by any other person to whom such aggrieved person shall assign his cause of action, in the circuit court in the county in which the plaintiff or the defendant shall reside.
- 5) Violations; punishment: Any person who or any agency, corporation or association which shall violate any of the provisions of the foregoing sections, or who or which shall aid, abet, incite or otherwise participate in the violation of any of the said provisions, whether the said violation or participation therein shall occur through action in a private, in a public, or in any official capacity, shall also be deemed guilty of a petty offense for each and every said violation or participation or, in the case of non-corporate violators, or participators, of a Class B misdemeanor.
- 6) To be inscribed in contract: The provisions of this Act shall be printed or otherwise inscribed on the face of each contract to which it shall be applicable, but their absence therefrom shall in no wise prevent or affect the application of the said provisions to the said contract.
- 7) Partial invalidity; construction: The invalidity or unconstitutionality of any one or more provisions, parts, or sections of this Act shall not be held or construed to invalidate the whole or any other provision, part, or section thereof, it being intended that this Act shall be sustained and enforced to the fullest extent possible and that it shall be construed as liberally as possible to prevent refusals, denials, and discriminations of and with reference to the award of contracts and employment thereunder, on the ground of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin.

PLEASE CHECK THE APPLICABLE BOX

There are no conflicts of interest: and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the Village of Wilmette in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the Village of Wilmette who makes recommendations to the Village of Wilmette with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each Village of Wilmette affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

PLEASE CHECK THE APPLICABLE BOX

We have a good safety record with OSHA.

We have had an OSHA violation within the past 5 years. (Attach explanation)

SIGNATURE OF PARTY AUTHORIZED TO EXECUTE THIS AGREEMENT

By: _____
(Signature)

By: _____
(Print Name)

d/b/a _____

Business address: _____

Business Phone #: _____

Cell Phone #: _____

E-Mail Address: _____

VILLAGE OF WILMETTE BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____ as Surety, are hereby
held and firmly bound unto the Village of Wilmette as OWNER in the penal sum of _____
_____ (representing **10% of the Base Proposal Amount**) for the payment of which, well and truly to be
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain PROPOSAL, attached
hereto and hereby made a part hereof to enter into a contract in writing, for the project: No. 19036 – Custodial
Services

NOW, THEREFORE,

- (a) If said PROPOSAL shall be rejected, or
- (b) If said PROPOSAL shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said PROPOSAL) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said PROPOSAL, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____

IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Signed and sworn this ___ day of _____, 2019

APPENDIX ONE

Performance Bond
Payment Bond
Successful Respondent Only

PERFORMANCE BOND

BE IT KNOWN TO ALL PERSONS that:

_____ (Name of Contractor)

_____ (Address)

hereinafter referred to as "Principal" and,

_____ (Name of Surety)

_____ (Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as "Owner") in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Principal and Surety agree to bind themselves, successors, executors, administrators and assigns, jointly and severally, for the full and faithful performance of **Contract No. 19036** dated the ___ day of _____ 2019, (hereinafter referred to as the "Contract")(a copy of which is attached and incorporated by reference as though fully set forth herein) for the Custodial Services ("Work") in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well, truly, fully and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, including its agreement to guaranty and maintain said Work for a one (1) year period following final payment to such Principal, and if Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then the amount of this Bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or to the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original and this the ____ day of _____ 2019.

ATTEST:

_____ (Principal)

By: _____

ATTEST:

_____ (Surety)

By: _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the Work is located.

PAYMENT BOND

BE IT KNOWN TO ALL PERSONS: that

_____ (Name of Contractor)

_____ (Address)

hereinafter referred to as "Principal" and,

_____ (Name of Surety)

_____ (Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Wilmette, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, (hereinafter referred to as "Owner") in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, Principal entered into **Contract No. 19036** with the Owner, dated the ____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the Custodial Services ("Work").

NOW, THEREFORE, if Principal shall promptly make payment to all persons, firms, subcontractors, corporations and others furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract or the Contract Documents, and any authorized extension or modification thereof, including, but not limited to, all amounts due for services, inspections, supplies, materials, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed hereunder or the Contract Documents accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

APPROVED this day ____ of _____, 2019.

VILLAGE OF WILLMETTE

BY: _____
Village President

ATTEST: _____
Village Clerk

WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original on the dates stated herein.

Accepted this day ____ of _____, 2019.

(Principal)

By: _____
Name/Title

Accepted this day ____ of _____, 2019.

(Surety)

By: _____
Name/Title

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the State of Illinois.
representative, engineers, and attorneys, from and against any and all claims, damages, losses,

APPENDIX TWO

Contract with Successful Respondent Only



**VILLAGE OF WILMETTE
1200 Wilmette Ave
Wilmette, IL 60091**

Contract No. 19036

For:

Custodial Services

With:

Tbdvname

Tbdvaddress

Tbdvcitystatezip

Note: This cover sheet is an integral part of the contract documents, as are all of the following documents, and are a part of this contract as executed between the Village of Wilmette and Tbdvname. Do not detach any portion of this document. Invalidation could result.

1. The intent of the Agreement is to acquire ongoing high-quality cleaning and maintenance services of four (4) Village facilities during and/or after normal business hours to ensure that Village employees work in a healthy environment, to maintain a positive and professional appearance of staff and public areas and to preserve the quality and conditions of the buildings. ("Custodial Services") per the Specification shown in Attachment One ("Attachment One"), Attachment Two ("Attachment Two") and Attachment Three ("Attachment Three") of this document. The Agreement is for the proposal offered by **Tbdvname** ("Contractor") to the Village of Wilmette ("Village").

2. This Addendum is made pursuant to the _____ dated _____, _____, 2019 attached as Attachment One. Together this Addendum, Certificate of Compliance, Attachment One, Attachment Two and Attachment Three shall comprise the Agreement between the parties.

3. Incorporation. This Addendum is incorporated into the Certificate of Compliance, Attachment One, Attachment Two and Attachment Three and the Agreement shall not be effective unless this Addendum is also executed by the Parties.

4. Total Contract Amount. The total amount of the Contract shall not exceed \$ _____, including expenses, per year.

5. Invoices. The Contractor shall submit an itemized monthly invoice, by facility, to the Village for all work completed during the month. The Contractor shall also submit with the monthly invoice, an itemized list by facility of the custodial supplies provided, their current price list, and a copy of the Contractor's invoice for the applicable supplies provided to the Village, all of which is for informational purposes only.

6. Payment. Contractor shall submit invoices by email to AP@wilmette.com and must include the Village's Purchase Order number prominently displayed on page 1 of the invoice. Invoices may also be sent by mail to the Village of Wilmette, Finance Department, 1200 Wilmette Ave., Wilmette, IL 60091-0440. Payment of invoices with the Village's Purchase Order number will be due within 30 days of receipt at either AP@wilmette.com or at the above mailing address. Invoices received without the Village's Purchase Order number will be due within 45 days of receipt at either AP@wilmette.com or at the above mailing address.

Invoices will be paid net of any damages assessed by the Village against the Contractor as outlined in Attachment One, Attachment Two and Attachment Three

7. Tax exempt. The Village is a tax-exempt municipality. The Village's Department of Revenue Tax Exempt ID # is E9998-1106-07. Contractor shall not charge the Village any tax incurred by the Contractor for these services.

8. Scope of Work. The scope of Work sought by the Village shall include the provision of all required labor, materials, equipment and expertise related to the Custodial Services as outlined in Attachment One, Attachment Two and Attachment Three.

Any alterations or modifications of the work performed under the Contract shall be made only by written agreement between the Contractor and the Village, and shall be made prior to

commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless preceded by written agreement.

9. Coordination of Work. Contractor shall be in charge of and responsible for the coordination, scheduling, performance and sequence of all elements of the work unless otherwise stated.

10. Supervision of Work. Contractor shall properly supervise the performance of the Work so as to ensure its completion in a timely manner, safely, accurately, and in accordance with the requirements of the contract documents. Contractor shall be fully responsible and assumes liability for the acts and omissions of all persons directly or indirectly employed by, or working at the direction of, the Contractor in the completion of the work.

11. Quality of the Work. Contractor shall perform all Work required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor performing Work of a scope and purpose and magnitude comparable with the nature of the Work to be provided under this Contract.

12. Contract Term. The Contractor shall begin work on or about _____ and the contract will expire on _____. No Work shall be done prior to the receipt of a mutually agreed to and signed contract and a Village Purchase Order signed by the Village's purchasing manager.

This contract may be renewed for two (2), one (1) year optional extensions at the discretion of the Village.

13. Limitation of Remedy. Village's liability to Contractor for breach of this Contract shall be limited to amounts due for acceptable goods and services already received or performed and not paid for, not to exceed the Total Contract Amount.

14. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing all work. Nothing in or done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and the Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

15. No Collusion. The Contractor represents and certifies that this Contract is made by the Contractor without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Contract shall, at the Village's option, be null and void.

16. Licensure and Compliance with Laws. Contractor represents that it has all necessary licenses and permits to perform its services in the State of Illinois and the Village of Wilmette, and that at all times it shall comply with applicable law, including the Fair Debt Collection Practices Act. Contractor shall review and where appropriate certify its compliance with certain laws as provided for in the Certification of Compliance attached. The Village hereby waives all Village permit fees for the Contractor.

17. Amendment. No amendment or modification to the Contract shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed by both the Village and the Contractor.

18. Assignment. The Contract may not be assigned by the Village or by the Contractor without the prior written consent of the other party.

19. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

<u>Contractor</u>	<u>Village</u>	<u>with a copy to:</u>
Tbdvname	Director	Corporation Counsel
Tbdvaddress	Engineering & Public Works	1200 Wilmette Ave
Tbdcitystatezip	1200 Wilmette Avenue	Wilmette, IL 60091
	Wilmette, IL 60091	

20. Binding Effect. The terms of this Contract shall bind and inure to the benefit of the parties hereto and their agents, successors, and assigns.

21. No Third Party Beneficiaries. No claim as a third party beneficiary under the Contract by any person, firm, or corporation other than the Contractor shall be made, or be valid, against the Village.

22. Waiver. No waiver of any provision of the Contract shall be deemed to or constitute a waiver of any other provision of the Contract (whether or not similar) nor shall any such waiver be deemed to constitute a continuing waiver unless otherwise expressly provided in this Contract.

23. Contractor's Insurance Requirements. At the time of execution of the Agreement, Contractor shall furnish to the Village satisfactory proof of the required insurance coverage stated below. Such proof shall consist of certificates executed by the respective insurance companies together with executed copies of an "Additional Insured Endorsement" provided on standard Insurance Service Office ("ISO") forms which shall be made a part hereof. Use of "manuscript" or other non-standardized ISO forms is not acceptable. Said certificates shall expressly provide that, for the duration of the Agreement, the insurance policy shall not be suspended, cancelled, or reduced in coverage or amount. In addition, said certificates shall name the Village and its corporate authorities, officers, agents and employees as additional insured's on all required insurance policies.

Contractor shall procure and maintain without interruption from the time of the execution of the Contract until final payment, insurance against all claims for injury to or death of a person or persons or damage to property, which may arise wholly or in part from the performance of the work hereunder by Contractor or its subcontractors. The scope of coverage shall be at least as broad as, and shall be in amounts not less than, the following:

- a. Commercial General Liability, \$1,000,000 combined single limit per occurrence for personal bodily injury and property damage. The general aggregate shall be no less than \$2,000,000;

- b. Umbrella Coverage, \$2,000,000 per occurrence;
- c. Business Auto Liability, \$1,000,000 combined single limit for bodily injury and property damage;
- d. Workers Compensation – covering all liability of the Contractor arising under the Worker’s Compensation Act and Workmen’s Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation').

All insurance required herein of Contractor shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

Contractor shall require all subcontractors not protected under the Contractor’s policies to take out and maintain insurance of the same nature, in the same amounts and under the same terms as required herein of Contractor. Contractor shall confirm subcontractor compliance with the requirements stated herein prior to the performance of any work by a subcontractor.

Contractor expressly understands and agrees that any bonds or insurance policies required to be maintained shall in no way limit, to any extent, Contractor’s responsibility to indemnify, keep and save harmless and defend the Village its officers, agents, employees, representatives and assigns. Contractor’s insurance coverage shall be primary as respects to any insurance or self-insurance maintained by the Village, which insurance of the Village shall be excess of Contractor’s insurance and shall not contribute with it.

24. Performance and Payment Bonds. The Contractor will be required to furnish Performance and Payment Bonds for one hundred (100%) percent of the contract sum. Said Bonds shall be in a form acceptable to the Village and must be deposited with the Village at the time of execution of the Contract.

25. Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under. Contractor agrees to indemnify and defend the Village from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Village may sustain as a result of personal injury claims by Contractor’s employees, except to the extent those claims arise as a result of the Village’s own negligence.

26. General indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, any other governmental agency providing funding for all or any portion of the Contract sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor, its employees, agents and subcontractors, of the services and other duties and obligations under this Contract, (ii) any act or omission to act by the Contractor, its employees, agents and subcontractors, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation

provided in this Contract. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Contract, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

27. Intellectual Property. Contractor represents and warrants that it has the full legal power and authority to grant any and all licenses of materials used by the Contractor for this Agreement and hereby grants to the Village any and all such licenses and unrestricted use thereof. The Village shall own, without restriction or limitation, all text, graphics, designs, renderings, images, logos, social media posts, audio visual materials, tag lines, processes, ideas and any and all other content in any and all formats (collectively "Intellectual Property") created by or provided by Contractor, Contractor's employees or Contractor's independent contractors for purposes of fulfilling the terms of this Agreement. Contractor will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the Village, without restriction or limitation.

Contractor represents and warrants that all Intellectual Property provided to the Village by Contractor will not infringe on any copyrights, trademark rights, patent rights, trade secrets or other rights of any third party. Contractor agrees to indemnify, defend and hold Village harmless from and against any loss, cost, damage, liability, or expense (including attorney's fees and other reasonable litigation expenses) suffered or incurred by Village in connection with any such infringement claim by any third party. If a claim is made or an action brought that the materials provided (or any component thereof) to the Village, infringes a third party patent, copyright, or trademark, or misappropriates any trade secret or other intellectual property right, then Contractor will defend Village from, in the manner and form determined in the sole discretion of the Village, and indemnify and hold harmless Village against, such claim and any resulting costs, damages and attorneys' fees arising out of or incurred as a result of such claim, together with all amounts finally awarded or agreed to in settlement. The Village shall have sole control of the defense and all related settlement negotiations at the Contractor's expense. Contractor agrees to cooperate fully in any investigation, defense or settlement of such claim or action.

If the Village is enjoined from using any Intellectual Property due to an actual or claimed infringement of any patent, trademark, or copyright or other property right or for any other reason, then at Contractor's option, Contractor shall promptly either: (i) procure for the Village, at Contractor's expense, the right to continue using the Intellectual Property; or (ii) replace or modify the Intellectual Property, at Contractor's expense, so that the Intellectual Property become non-infringing.

Contractor shall assist the Village in protecting its ownership of the Intellectual Property. Such assistance shall include, without limitation, providing such assistance as may be necessary for the Village to obtain registrations for its rights in and to any Intellectual Property solely in the name of Village and to enforce its rights in such Intellectual Property.

These Intellectual Property rights, representations, warrants and protections will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

28. Geographical Information. All digital geographical information used in the performance of the Contract is the property of the Village, including all information obtained, collected, corrected or created by the Contractor in their completion or pursuit of the Contract.

29. Use of Village's Name, Employee Name(s) or Images. The Contractor shall not use or permit the use of the Village's name, Village Employee Name(s) or Village or Employee images or references to its Work in any advertising or promotional materials, regardless of media, without the express written consent of the Village.

30. Contract Termination. The Village reserves the right to terminate the contract in whole or in part, upon ten (10) calendar day's written notice to the Contractor. The Village further reserves the right to terminate the whole or any part of this contract, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The Contractor shall be liable for any related costs unless acceptable evidence is submitted to the Village that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the Contractor. The Contractor will not be liable to perform if situations arise by reason of acts of God or the public enemy, acts of the Village, fires or floods.

31. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee, with any liability or expenses of defense or be personally liable to them under any term or provision of this Contract, or because of the Village's execution or attempted execution, or because of any breach hereof.

32. Change In Status. The Contractor shall notify the Village immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) Contractor becomes insolvent; (c) Contractor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in normal course of business. The Village shall have the option to terminate its contract with the Contractor immediately on written notice based on any such change in status.

33. Subletting of Contract. The Contractor may sublet portions of the work; however each subcontract must be approved by the Village in writing prior to commencement of work. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the Contractor and shall be subject to approval by the Village. Contractor shall not employ any subcontractor, either initially or as a substitute, against whom the Village has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the Contractor and Contractor shall take all steps necessary to ensure that subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the Contractor.

Contractor shall be fully responsible to the Village for any and all acts and omissions of the Contractor's suppliers, subcontractors and others performing or furnishing any of the Work directly or indirectly on behalf of the Contractor.

In no case shall such consent relieve the Contractor from its obligation or change the terms of the contract. At all times the Contractor shall maintain no less than fifty-one (51) percent of the dollar value of the contract by direct employees of the Contractor.

34. Illinois Freedom of Information Act. Contractor agrees to furnish all documentation related to this Contract and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after Village issues notice of such request. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after Village issues notice of a request.

Furthermore, should Contractor request that Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the Village.

35. Conflict of Forms. In the event of a conflict between the terms in this Contract and the attached Exhibits to the Contract, the terms of the Contract shall control.

36. Governing Law and Venue. This Contract shall be governed by the laws of the State of Illinois. Venue for any and all actions to enforce this Contract shall be the Circuit Court of Cook County, Illinois.

37. Effective Date. The Contract shall be binding on the parties and effective only as of the date fully executed by both parties.

IN WITNESS WHEREOF, the Village of Wilmette, Illinois by Robert T. Bielinski, Village President, and the Contractor have hereunto set their hands to this Contract on the ____ day of _____, 2019.

THE VILLAGE OF WILMETTE, ILLINOIS

Accepted this ____ day of _____, 2019

Robert T. Bielinski, Village President

Attest: _____
Timothy J. Frenzer, Village Clerk

FOR THE CORPORATION

An officer duly authorized by the corporation shall sign here:

Accepted this ____ day of _____, 2019

By _____ Position/Title

By _____ Position/Title

Print Company Name

An officer duly authorized should sign and attach corporate seal

ATTACHMENT ONE
CONTRACTOR'S PROPOSAL DATED mm/dd/yy

ATTACHMENT TWO

GENERAL PROVISIONS

1. **Cleaning Standards and Workmanship**

It is the intent of these specifications for the Contractor to provide a high level of service in custodial care and maintenance. The following indicate the minimum general standards and workmanship to be furnished under this Contract.

a. Floors and Carpets

A satisfactory and acceptable floor or carpet will not have dust, streaks, marks or dirt in corners, behind doors or under furniture. This includes remote areas under cubicle equipment. All paper clips, staples, etc. shall be picked up. The use of vacuuming equipment and/or treated dust mops will be used to keep the floors clean. Waxed floors will show a "wet look" gloss and shall not be yellowed or show signs of a wax buildup. Carpets shall be cleaned on a regular basis per S100 standards issued by the American National Standards Institute (ANSI) and Institute of Inspection, Cleaning and Restoration Certification (IICRC) for professional carpet cleaning. Heavy use carpet areas will be cleaned more frequently to maintain a dirt free appearance. Caution/Warning "Wet Floor" signs shall be placed in areas cleaned for any occupied building. Spot cleaning of carpets shall be provided to remove stains from spills, foot prints, etc.

b. Damp Mopping

Satisfactory and acceptable damp mopping will present a clean floor free from streaks, smears, and dried dirt. Safe and all-purpose detergents, which do not leave any residue or slickness, will be used on all resilient and hard floor surfaces. Proper warning signs, in good repair, shall be placed advising of wet or slippery floor conditions.

c. Waxing

Satisfactory and acceptable waxing and polishing will be accomplished through the use of thin coats of evenly layered wax. Floors will be bright and clean under furniture as well as in traveled areas. Wax or polish will not be allowed to dry on wall bases, furniture legs, equipment, etc. Wax shall not be applied over dirt or other loose material.

d. Glass

All glass, mirror, or vitreous surfaces will be free from streaks, smears, spots and dirt.

e. Dusting

Satisfactory and acceptable dusting will present a surface free from all dust and other loose material.

f. Surface Cleaning

A satisfactory and acceptable clean surface shall be completely free of all loose and adhering dirt or other foreign material down to the original finish of the surface. A clean surface will appear both physically and visually clean, free from streaks or other residue.

g. Vacuuming

A satisfactory and acceptable vacuumed surface will be free of all dust, dirt, and loose

foreign material, including corners, crevices, and other hard to reach areas such as under desks and cubicle arrangements.

h. Refinish (hard or resilient floor)

A satisfactory and acceptable refinished floor will be completely stripped of all wax to the original surface of the floor, resealed with a Village approved product, recoated with a minimum of three (3) coats of an approved wax, each coat allowed to dry, and buffed using an appropriate buffing machine.

i. Resurface (hard or resilient floor)

A satisfactory and acceptable resurfaced floor will be machine scrubbed to remove all surface marks, dirt, and blemishes, re-waxed, and speed buffed to a "wet look" gloss.

j. Kitchen and Lunch Rooms

Satisfactory kitchen, kitchenette, and lunchroom area cleaning shall be of "restaurant" quality. All fixtures, appliances, chrome and metal work, and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt, grease, and grime. Sinks shall be free from rings, stains, and objectionable odors. Floor, walls, cabinets, tables, chairs, and garbage receptacles shall be free from stains, dirt, grime, odors, grease, and streaks. Appliances shall be cleaned and sanitized to remain free from objectionable odors. Ovens, microwaves, cook tops, and ranges shall be clean and free from "cooked on" food. Kitchens shall meet all applicable Village standards.

k. Restrooms

A satisfactory and acceptable restroom cleaning shall be of "hospital" quality. All porcelain fixtures, chrome and metal work, and glass shall be cleaned and polished to a shiny appearance free from streaks, dirt or grime. Bowls, urinals, and sinks shall be free from water stains, rings, and biological stains. Floors, walls, and partitions shall be clean and free from stains, dirt, grime, streaks and biological stains. Fixtures shall be sanitized with a Village approved disinfectant. Restrooms shall be free of objectionable odors. Caution/Warning signs shall be placed for any occupied building when facilities are out of service or any hazardous condition is present.

l. Locker Rooms

A satisfactory and acceptable locker room cleaning shall be of "hospital" quality for all restroom areas located within locker rooms (see item k. Restrooms). "Hospital" quality also applies to shower rooms and dressing areas. The outside surfaces of all lockers shall be completely free of all loose and adhering dirt or other foreign material down to the original finish of the surface. A clean surface will appear both physically and visually clean, free from streaks or other residue.

m. Storage Areas

All storage areas (i.e. closets) for Contractor equipment and supplies shall be maintained in a clean and orderly condition with all materials and equipment properly sorted at all times.

2. Inspections

The facilities under this Contract shall be subject to periodic inspections by the Village. These

inspections shall be for the purpose of assessing the Contractor's performance in meeting the quality standards and schedules as described in "Cleaning Standards and Workmanship" and in Task Schedules. Each facility will be inspected periodically by the Village, and any deficiencies shall be communicated to the Contractor's supervisor. Each facility shall also be formally inspected jointly by the Village and the Contractor's supervisor not less than once per month. Any deficiencies noted in any inspection shall be corrected as part of the next regularly scheduled daily cleaning for the facility or become subject to penalty as outlined in section – Disputes & Liquidated Damages. This grace period may be extended in writing by the Village should circumstances warrant such extension in their judgment. Any dispute over inspections or deficiencies shall be resolved in accordance with Disputes & Liquidating Damages section. The Village reserves the right to perform unannounced inspections as it deems necessary.

3. Equipment & Supplies Provided by Contractor

The Contractor shall provide, at their expense and at no additional cost to the Village, equipment and janitorial supplies required to support the work activities as specified, with the exception of those items furnished by the Village. All equipment and janitorial supplies shall be of industrial or commercial type. Equipment to be furnished by the Contractor, and included in the price to maintain each facility, is to be well maintained and includes all power and hand equipment, including wiping and dust rags, mops, brooms, dust pans, mop buckets, vacuum cleaners equipped with HEPA filters, buffing machines and pads, caution/warning signs and other specialty equipment. The janitorial supplies, to be furnished by the Contractor, and included in the price to maintain each facility, shall include: general cleaning detergents, furniture polish, stainless steel cleaner, disinfectant cleaners and disinfectant sprays, carpet and rug cleaners, vinyl composition tile (VCT) floor strippers, treatments and wax, window cleaner, and scouring cleanser. Where applicable and commercially readily available, all cleaning products will be Green seal certified. <http://www.greenseal.org/findaproduct/index.cfm>

The Contractor shall make available to the Village samples of the janitorial supplies they propose to use to enable the Village to assess product quality and safety. If for any reason the Village objects to the use of a given janitorial product, the Contractor shall discontinue use and find a substitute that is acceptable to the Village. Quality assessment shall be at the sole judgment of the Village, whose decision shall be final.

All products supplied and used under this Contract shall be commercially produced and unaltered and within product expiration dates. Expired products will not be used. Supplied products must meet all applicable federal, state, and local standards for product safety. Products and containers shall be properly labeled to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS current. MSDS shall be provided in electronic format to the Facilities Supervisor. MSDS shall be provided initially upon agreement of products use and, thereafter, updates sent in advance of any change in product use.

All products supplied under this Contract shall carry the manufacturers' standard warranty.

4. Contractor Employees

The Contractor shall be expected to supply a sufficient number of custodians to be able to complete all cleaning and workmanship standards as set forth in these specifications.

All Contractor employees shall display Village approved photo identification badges while working on Village premises. Contractor employees shall not be allowed access to any area without displaying the required identification badge. Contractor employees will not share or otherwise allow any other person to utilize their assigned identification badge or access card. Contractor employees shall wear uniforms, which shall consist of a shirt/blouse and pants, consistent in color and appearance, featuring a company identification patch at all times while working on Village premises. The Village shall be informed of any changes in the uniform articles that the Contractor plans to introduce.

Prior to commencing work, the Contractor shall submit to the Village the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver license numbers, if applicable, of all employees to be engaged in work specified herein, or having access to the buildings in an inspecting or supervisory capacity, and the Contractor shall cause to be completed fingerprint charts (by the Village Police Department) and personal history statements of all of its employees. No employees shall commence work at any time during the Contract period until the above listed information has been submitted to and written clearance received from the Village Police Department. The Contractor shall provide written authorization from prospective employees for the Village to perform the security clearances required in this Contract. Contractor employees shall be subject to the same standards of pre-employment examinations as regular full-time employees of the Village and shall be held to the same standards of conduct.

The Contractor will provide and maintain a current list of its employees working on the Village account to include locations and times at locations. Copies for the listing shall be updated regularly and provided to the Village on a timely basis. The Village shall have and shall exercise full and complete control over granting, denying, withholding, or terminating clearance for Contractor's employees. Contractor employees whom the Village deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from entering the buildings to perform work.

The Contractor will also have and maintain pre-screened, pre-approved staff to utilize in the event a contractor employee is sick, unavailable for their assigned shift or on approved leave. It will be the Contractor's responsibility to contact the appropriate Village staff before the start of the contractor employee's regular shift and communicate who the substitute contractor employee will be. Approval of this substitute must be granted before the contractor employee arrives for the work shift.

It is the responsibility of the Contractor to ensure that its employees maintain adequate insurance coverage for personal vehicles used for transportation to and from the Village. The Contractor will maintain current Certificates of Insurance ("COI") and endorsements for all Contractors' employees who will be using their personal vehicles and must provide the COI to the Village within 1 business day if so requested by the Village.

5. Work Crew Supervision

The Contractor's supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the Village. Failure of a supervisor to act on said directives shall be sufficient cause for the Village to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications.

The Contractor's supervisor shall be responsible for the instruction and training of personnel in the proper work methods and procedures. The Contractor's supervisors will schedule and coordinate all services and functions as required by the Contract and as specified in the task schedules.

The Contractor's supervisor is also required to check and verify Contract compliance and monitor the performance of the Contractor's employees. The Contractor's supervisor shall inform the Village on a timely basis of any item(s) which require additional follow-up to fully meet the Contract requirements.

6. Security and Access

The Contractor will be working in several areas which are under secured access and other areas which will be generally open to the public during reasonable hours for meetings and other uses. All secured areas shall be maintained in a secured condition and these areas shall be locked immediately upon completing the required work. Access to the public meeting areas of the buildings shall be secured by the Contractor upon completion of the public use. Schedules of all meetings and uses shall be provided to the Contractor. All areas shall be secured when the Contractor has completed their daily operations.

There will be times when the daily custodial services cannot be performed or completed until meetings have been completed. Further, the conduct of the custodial employees shall in no way disturb the attendees at the meetings in the Village facilities. Meeting schedules shall in no way diminish the Contractor's responsibility for cleaning the meeting areas after public use. Due to meetings and other scheduled activities, the Contractor may have to revise his normal working schedule to accommodate these activities.

Access cards or keys will be furnished to the Contractor for designated staff to use while in performance of the awarded contract. The access cards or keys will be issued from and shall be returned to a designated Village employee at the completion of the contract. The Contractor's supervisor shall sign for each access card or key set received and a log shall be maintained by the Village. **At no time shall any contracted employee assigned an access card/key allow anyone to utilize their assigned access card/key. All assigned cards and keys must remain with the assigned employee at all times.**

Contractor will notify the Village on a timely basis when an assigned Contractor's employee resigns, is terminated or leaves the Contractor's employment. All Village identification and access cards must be returned to the Village the next business day after the Contractor's employee is terminated.

If found in violation of this requirement, the Village Police Department will be notified with the potential for prosecution and or immediate termination of the contract. Access to and around

the Police Department building will be controlled by the Police Department. At no time shall any access card or key be removed from the Police Department.

7. Saturdays & Holidays

No work is to be performed on Sunday or the following holidays: New Year's Day, Memorial Day, 3rd and 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Except in an emergency, work at all other times is not permitted unless authorized by the Village. The Contractor may conduct specialty cleaning services, as specified in the contract, on Saturdays, however, the Contractor must submit written request 72-hours in advance and receive expressed written consent from the Facilities Supervisor with approval.

8. Communications

The Contractor shall set up a communication process that will enable the Village to contact the appropriate representatives from the Contractor twenty-four (24) hour a day, seven (7) days a week. The Contractor shall provide each supervisor with a cellular phone, at the Contractor's expense, for communicating with the Village. The Contractor and the Village shall jointly establish a written message system whereby notice may be given by the Village to the Contractor indicating problems, complaints, and other Contract discrepancies. The system shall include a method by which the Contractor shall formally respond to these requests and notices.

9. Blood Borne Pathogens Exposure Control Plan

The Occupational Safety and Health Administration (OSHA) in CFR Part 1910.1030 require the Village and its contractors to develop a written exposure control plan for blood borne pathogens and biohazards for their employees. Prior to execution of this agreement, the successful Contractor shall supply the Village with a copy of their Blood Borne Pathogens Exposure Control Plan, which shall be subject to the review of and approval by the Village as a condition of the contract. This plan shall include engineering controls, work practices, personal protective equipment, employee training, and recordkeeping procedures for all employees who could be exposed to blood borne pathogens. The Contractor shall be responsible for identifying covered employees, developing an exposure control plan, training employees, identifying and providing Personal Protective Equipment, and developing recordkeeping measures. Education and training records must be kept by the Contractor, to include: name of employee, date(s) of training, and employee job title. The plan(s) shall be available to the Village upon request. Contractor's employees shall assume that all human blood and body fluids containing human blood are infected with blood borne pathogens and shall follow the guidelines established by the Contractor.

10. Disposal of Waste

The Contractor shall ensure that their personnel properly dispose of waste in receptacles provided by the Village for the purpose indicated. This shall include recyclable goods and bio-hazards, in accordance with the plans and procedures approved by the Village. Under no circumstances shall the contractor dispose of recycling bin materials in the trash receptacles. Refer to the blood borne pathogens exposure control plan required earlier in this document. The Village will provide a designated location at each facility for disposal of refuse and recycling materials. All waste and recycling will be done on Village property and in Village approved

containers. No Village waste or recycling may be removed from Village property.

11. Protection of Public and Private Property

The Contractor shall exercise all necessary caution to protect pedestrian traffic from injury and to protect all public and private property from damage caused by the Contractor's operations. Any practice obviously hazardous in the opinion of the Village shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. The Village has the right to immediately stop any custodial operation deemed unsafe. The Contractor shall comply with all OSHA and other federal, state, and municipal safety standards and policies. The Contractor shall provide copies of OSHA logs upon request.

12. Disputes & Liquidating Damages

a. Disputes

The Contractor will be expected to faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the Village reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances, when a dispute cannot be resolved between the Contractor and the Village, the dispute shall be resolved by the Village Manager whose decision shall be final.

b. Liquidating Damages

Any deficiency communicated in writing to the Contractor, and not corrected within the time limits as described herein, shall become subject to a financial penalty for nonperformance or substandard performance (including inappropriate materials and equipment).

Penalties, if any, shall be withheld from the monthly payment by the Village. Penalties, if applied, do not limit the right of the Village to seek other redress for nonperformance or substandard performance. The maximum penalty fee structure shall be as follows (monthly fee includes both service and supply costs):

- i. Deficiency in a daily task - five percent (5%) per deficiency of the monthly fee for that facility.
- ii. Deficiency in a weekly task - five percent (5%) per deficiency of the monthly fee for that facility.
- iii. Deficiency in a monthly task - ten percent (10%) per deficiency of the monthly fee for that facility.
- iv. Deficiency in a quarterly task - fifteen percent (15%) per deficiency of the monthly fee for that facility.
- v. Deficiency in a semi-annual task - fifteen percent (15%) per deficiency of the monthly fee for that facility.
- vi. Violation of any portion under **SECURITY AND ACCESS, ACCESS HOURS** or **MATERIALS AND EQUIPMENT** - five percent (5%) per violation of the monthly fee for that facility.
- vii. Violation of any portion or section heading of contract, - two percent (2%) per violation of the total monthly fee for **all** facilities.

Penalties shall be assessed per occurrence. The purpose of penalties is to ensure quality of service to the Village. For the purpose of penalties, the monthly fee shall be the yearly price divided by twelve (12). Assessment of any penalty shall in no way absolve the Contractor from the responsibility to complete or correct the unsatisfactory or uncompleted work.

ATTACHMENT THREE
BUILDING FLOOR PLANS
(Provided at Pre-Proposal Tour)

END OF DOCUMENT