

Village of Lake in the Hills / Village of Cary

RFP for Facility Cleaning Services
Joint Bid

ORIGINAL

February 10, 2016 at 10:00 a.m.

Village of Lake in the Hills 9010 Haligus Road Lake in the Hills, Illinois 60156

Smith Maintenance Company 205 W Randolph Street, Suite 925 - Chicago, Illinois 60606 O. 312.425.1962 - F. 312.425.1950 @2015 Private and Confidential



School: Village of Lake in the Hills / Village of Cary

Title: Facility Cleaning Services Joint Bid

Bid Date: February 10, 2016

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Lake in the Hills Public Works Department MEMORANDUM

To:

Alpha Building Maintenance Services, Inc., Smith Maintenance Company and

Valentina's Cleaning Service

From:

Scott Parchutz, Superintendent of Public Properties

Date:

February 9, 2016

Subject: 2nd Pre-Bid Meeting for Facility Cleaning Services

An additional pre-bid meeting was held at the Village of Lake in the Hills Public Works Facility on February 9th at 10am. In attendance were Scott Parchutz, Superintendent of Public Properties for the Village of Lake in the Hills, Makenzie Greve, Secretary for the Village of Lake in the Hills, Joe Wall with Alpha Building Maintenance Services, Inc., John Rosa with Smith Maintenance Company and Valentina Bigi with Valentina's Cleaning Services.

Following a review of the proposal packet and previous meeting minutes, interested companies were given a tour of Lake in the Hills facilities. Facilities toured were Public Works, Well 11 office space and restrooms, Village Hall, the Police Department, and LeBahn Hain House. Attendees were unable to tour the preschool facilities at 2 E. Oak and 149 Hilltop Drive due to the school visitor policy. Scott Parchutz began the meeting and stressed to attendees that the contract is a one year contract with three optional years. Proposals are due February 10th and will be opened at 10am at the Village of Lake in the Hills Public Works Facility located at 9010 Haligus Road in Lake in the Hills. Covered in the meeting were the types of services, including general cleaning services, other cleaning services and periodic cleaning services. Attendees were encouraged to review these descriptions in the specifications of the proposal. Also discussed were products provided by the Village of Lake in the Hills. Cleaning products will be supplied by the contracted cleaning company. Attendees were encouraged to review the specifications for the cleaning schedule for the various facilities. Mr. Parchutz shared that a question was raised in the previous meeting regarding the bid bond and he confirmed that the performance bond is 100% for one year. Mr. Parchutz also noted that background checks will be completed and may take up to two weeks.

The tour of facilities began with the Public Works Facility and the office space in Well 11. Attendees were shown the divisional pods, janitorial closets, locker rooms, lunchroom, restrooms and various offices. The tour continued with Village Hall located at 600 Harvest Gate. Attendees were shown the breakroom, board room, executive conference room, all four departments, the janitorial closets, community room, lower level and the staircase. A question was asked at Village Hall about the square footage of the facility. Mr. Parchutz said that square footage is not

provided in the proposal packet, but invited attendees to take measurements while touring the facility and suggested using google maps as resource for total square footage of the building. When touring the lower level Mr. Parchutz responded to a question about the preschool classroom and confirmed that the space is part of the contract. An attendee asked how many individuals clean Village Hall and Mr. Parchutz responded that he believes it is one person. When touring the Police Department a question was asked about how many employees the current cleaning company utilizes for this contract. Mr. Parchutz said he believes Kimco has two people on staff to clean Lake in the facilities. An attendee inquired about cleaning toys in the various preschool classrooms and Mr. Parchutz responded that toys are not to be cleaned. Mr. Parchutz reminded meeting attendees that proposals are due and will be opened on February $10^{\rm th}$ at $10 \, \rm am$. Location for the opening is the Public Works Facility located at 9010 Haligus Road in Lake in the Hills.

Lake in the Hills Public Works Department

MEMORANDUM

To:

Open Works, Best Quality Cleaning, Eco Clean Maintenance, Inc. and

Perfect Cleaning Service, Inc.

From:

Scott Parchutz, Superintendent of Public Properties

Date:

February 3, 2016

Subject:

Pre-Bid Meeting for Facility Cleaning Services

An optional pre-bid meeting for proposed facility cleaning services was conducted at the Lake in the Hills Public Works facility at 10am on February 3rd. Following a review of the proposal packet, interested companies were given a tour of Lake in the Hills facilities listed in the document, including Public Works, Village Hall, the Police Department, LeBahn Hain House and Indian Trail Beach House. In attendance were Scott Parchutz, Superintendent of Public Properties for the Village of Lake in the Hills, Makenzie Greve, Secretary for the Village of Lake in the Hills, Michael Jahrling with Open Works, Rose Berardi with Best Quality Cleaning, Richard Ternes with Eco Clean Maintenance, Inc. and Slawek Jakowczuk with Perfect Cleaning Service, Inc.

Types of services, including general cleaning services, other cleaning services and periodic cleaning services were covered in the meeting. Also discussed were materials to be provided by the Village of Lake in the Hills. When reviewing the proposal packet a question was asked about the percentage of the performance bond. Mr. Parchutz provided confirmation that the performance bond is 100% for one year. An attendee inquired about the Village's current cleaning services contract and Mr. Parchutz shared that the current contract is with Kimco. Attendees were provided with contact information for Scott Parchutz and were encouraged to contact him with questions.

The tour of Lake in the Hills facilities began with the Public Works facility located at 9010 Haligus Road in Lake in the Hills. Attendees were shown the administrative offices, divisional pods, lunchroom, restrooms, locker rooms, and the office space and restroom in Well 11. The tour continued at Village Hall located at 600 Harvest Gate. Those present were shown the breakroom, board room, community room, all four departments, restrooms, the entire lower level There were no questions asked and attendees proceeded to the Police and the staircase. Department, located at 1115 Crystal Lake Road. When touring the main floor, Mr. Parchutz asked attendees to refer to the specifications for instructions on timeframes for cleaning the four administrative offices. The attendees were led to the lower level where they toured all areas and no questions were asked. Meeting attendees also toured the Safety Education Center, located at 1111 Crystal Lake Road. Prior to visiting the LaBahn Hain House, attendees were shown the exterior of 2 E. Oak and Mr. Parchutz briefly explained the size of the space to be cleaned. Mr. Parchutz mentioned the flooring at 2 E. Oak is tile and there are 4 bathrooms, 2 classrooms and one small kitchen. The group proceeded to LaBahn Hain House located at 149 Hilltop Drive. Mr. Parchutz responded to a question about the purpose of the space, letting the group know that it is rented for events and parties. The tour of facilities ended with Indian Trail Beach located at 1111 Crystal Lake Road in Lake in the Hills.



VILLAGE OF LAKE IN THE HILLS VILLAGE OF CARY REQUEST FOR PROPOSAL

Facility Cleaning Services JOINT BID



Proposal Opening Time and Date: February 10, 2016 at 10:00 a.m.

Is there a Pre-Proposal Meeting?

Yes

No

*Attendance at the Meeting is optional

Date and Time of Meeting:

February 3, 2016 10:00 a.m. LITH Public Works,

9010 Haligus Rd Lake in the Hills AND

February 3, 2016 1:00 p.m. CARY Village Hall,

655 Village Hall Dr. Cary

SUBMISSION REQUIREMENTS:

Prevailing Wage:	Yes	No			
Bond Requirements:			Insurance Requirements:		
Performance Bond	Yes	No	Commercial General Liability	Yes	No
Labor & Mat. Payment Bond	Yes	No	Worker's Comp/Employers Liability	Yes	No
Maintenance Bond	Yes	No	Business Auto Liability	Yes	No
Bid Deposit/Bid Bond	Yes	No	Builder's Risk Insurance	Yes	No
			Owner's & Contractor's Protective Liability	Yes	No
			Professional Liability	Yes	No
	*		Environmental/Pollution Liability	Yes	No

PLEASE MARK THE EXTERIOR OF THE RETURN SEALED ENVELOPE WITH:

- 1. Proposal Opening Date and Time / February 10, 2016 10 am.
- 2. Title of Job / Facility Cleaning Services

RETURN BIDS TO:

Village of Lake in the Hills Attn: Scott Parchutz 9010 Haligus Road Lake in the Hills, IL 60156

NOTIFICATIONS:

All Official notifications or questions about this RFP shall be made in writing using the Lake in the Hills Village website at http://bidslith.teamaha.com. Questions must be submitted prior to the business day before the proposal opening date. Replies to questions will be posted to the website for all registered plan holders to review.

SUBMISSIONS BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

This RFP can be downloaded from the Village of Lake in the Hills website at http://bidslith.teamaha.com

A. **DEFINITIONS**

The following words and phrases, when used in this Request for Proposal document, and its attachments, shall have the meanings as specified herein.

Bidder: The person, firm, or corporation submitting a bid; the terms "Contractor" and "Successful Bidder" refer to a person firm, or corporation to whom this Request for Proposal is awarded.

Village: The Village of Lake in the Hills, McHenry County, Illinois, an Illinois home-rule municipal corporation; and the Village of Cary, McHenry County, Illinois, an Illinois non-home rule municipal corporation.

Public Works: The Director of Public Works or his/her designee from each respective municipality.

B. REQUEST FOR PROPOSAL (RFP)

The Village of Lake in the Hills, acting under its statutory home-rule powers, is seeking proposals for the aforementioned joint bid project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all Bidders notice of all adjustments.

E. PRICING, TAXES, AND FEES

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

F. COMPLIANCE WITH APPLICABLE LAWS

The Bidder shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to:

- 1. Prevailing Wage Rates: Reserved.
- 2. Other laws, if applicable, that shall be observed, including, but not limited to: Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Public Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105) Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

G. COMPETENCY OF BIDDERS

The opening and reading or posing of bids shall not be construed as acceptance by the Village of the Bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Bidder. Upon request of the Village, the Bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

H. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting a bid, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink or entered in typed form. Any erasures and error corrections must be initialed in ink. All bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 4.

I. PROPOSAL DELIVERY REQUIREMENTS

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

J. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Village Administrator may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days and such bid will be binding during that time.

K. AWARD OF CONTRACT

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that 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, or who has failed to faithfully perform any previous contract with the Village.

L. REFERENCES

The Bidder shall provide at least five references on the form in Appendix 2.

M. INDEPENDENT CONTRACTOR

The Bidder acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Bidder shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

N. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

O. SUBCONTRACTORS

No subcontractors are allowed without written approval by the Village. The Bidder shall provide a list of subcontractors that will be doing work on this project on the form in Appendix 3.

P. PROGRESS PAYMENTS

Based upon submitted applications for payment submitted by the Bidder and sign off by the architectural or consulting engineer, if applicable, the Village shall make progress payments based on the total contract sum. Each application for payment shall be based upon a schedule of values submitted by the Bidder in accordance with the contract documents. This schedule of values shall allocate the entire contract sum among various portions of the work and be prepared in such a form and supported by such data to substantiate its accuracy as may be required. The schedule shall be used as the basis for reviewing the Bidder's applications for payment. Applications for payment shall indicate the percentage of completion of each portion of the work at the end of the period covered by the application for payment subject to the provisions of the contract documents. The amount of each progress payment shall be computed as follows: That portion of the contract sum properly allocated to the completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values less a retainage of 10 percent. Every progress payment must be submitted with a waiver of lien to date form. The waiver of lien to date form can be found on the Village website at https://www.lith.org/publicworks/page/waiver-liens.

Q. FINAL PAYMENT - Reserved.

R. STANDARD BOND REQUIREMENTS

1. Performance Bond

When marked as required on the cover sheet, the successful Bidder shall furnish a performance bond equal to the amount of the contract, acceptable to the Village, within 14 calendar days after notification of contract award. Such performance bond shall be issued by a surety company licensed to do business in the State of Illinois with a general rating of A minus or better in Best's Insurance Guide. The form of the bond is attached to this RFP.

- 2. Labor & Material Payment Bond Reserved.
- 3. Maintenance Bond Reserved.
- 4. Bid Bond Reserved.

S. INSURANCE and INDEMNIFICATION

The Bidder shall procure and maintain for the duration of the Contract insurance against claims for injuries, persons, or damage to property which may arise from or in conjunction with the performance of work hereunder by the Bidder, his agents, representatives, employees or subcontractors. The Village is to be listed as an additional insured on all policies. Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

The Village, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Bidder's work, including activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; or automobiles owned, leased, hired or borrowed by the Bidder. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, employees, agents and volunteers.

The Bidder's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it. Any failure to comply with reporting provisions of the policies shall not affect

coverage provided to the Village, its officials, agents, employees and volunteers. The Bidder's insurance shall contain a Severability of Interests/ Cross Liability clause or language stating that Bidder's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Bidder shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.

All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

The Bidder and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

A Bidder shall maintain limits no less than:

- 1. Commercial General Liability with coverage written on an "occurrence" basis and with limits no less than:
 - a) General Aggregate: \$2,000,000
 - b) Bodily Injury & Property Damage:

\$1,000,000 per occurrence combined single limit

c) Other Coverage's: \$2,000,000 or as otherwise approved or required by owner

Coverage's shall include:

- Premises Operations
- Products/Completed Operations (to be maintained for five years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability
- Bodily injury and property damage
- "X", "C", and "U" exclusions shall be deleted.
- Blasting exclusions shall be deleted if Work involves blasting.
- ISO Additional Insured Endorsement CG2010 shall be provided.
- 2. Workers' Compensation and Employer's Liability

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality.

- a) Workers' Compensation: Statutory limits;
- b) Employer's Liability with limits not less than:
 - \$1,000,000 per occurrence
 - \$1,000,000 each accident policy limit
 - \$1,000,000 each disease policy limit
 - \$1,000,000 disease each employee

Such insurance shall evidence that coverage applies to the State of Illinois and contain an "all States" endorsement.

- 3. <u>Business Auto Liability</u> with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees must be included as insureds. ISO Business Auto Liability coverage form CA0001, Symbol 01 "Any Auto" shall be provided.
- 4. Builders Risk Insurance. Reserved.
- 5. Owner's and Bidder's Protective Liability Insurance. (only on projects with exposure of \$50,000.00 and up) Successful Bidder, at its sole cost and expense, shall purchase this insurance in the names of Owner and Engineer for the period between the Commencement Date and Final Payment, with a combined single limit of liability for bodily injury and property damage of \$5,000,000.

The named insureds for this insurance shall be the Village of Lake in the Hills and the Village of Cary. The Village, its officials, agents, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of the Successful Bidder's works, including activities performed by or on behalf of the Successful Bidder: products and completed operations of the Successful Bidder: premises owned, leased, or used by the Successful Bidder: or automobiles owned, leased, hired, or borrowed by the Successful Bidder. The coverage shall contain no special limitations on the scope of protection afforded the Village, its officials, agents, employees, and volunteers. The coverage afforded the Named OCP Insureds by this insurance shall be primary insurance for the Named OCP Insureds. If the Named OCP Insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance company's liability under this policy of insurance shall not be reduced by the existence of such other insurance. This policy of insurance shall be specifically endorsed to provide such primary

coverage for Owner.

- 6. Professional Liability Insurance. Reserved.
- 7. Environmental Impairment/Pollution Liability Coverage. Reserved.

<u>Verification of Coverage</u>: The Bidder shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 201 or CG 2026. The Village reserves the right to request fully certified copies of insurance policies and endorsements.

<u>Subcontractors</u>. The Bidder shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Assumption of Liability: The Successful Bidder assumes liability for all injury to or death of any person or persons including employees of the Successful Bidder, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

Indemnity Hold Harmless Provision: To the fullest extent permitted by law, the Bidder hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments (including deficiencies and interest), costs and expenses which may in any way accrue against the Village, its officials, agents and employees arising in whole or in part or in consequence of the performance of this work by the Bidder, its employees or subcontractors, or which may in any way result therefore, except that arising out of the sole legal cause of the Village, its officials, agents or employees, and pay for all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment, including any deficiency and interest, shall be rendered against the Village, its officials, agents or employees, any such action, the Bidder shall, at its own expense, satisfy and discharge same. This Indemnity Hold Harmless Provision shall be applicable to any action or claim under this paragraph, and it shall also include any action of law or equity brought by any party against the Village under federal or state law in an effort to set aside the contract.

All Parties acknowledge that the intent of this Joint RFP is the economic advantage of each Village individually, and that under no circumstance would any Party have a derivative or joint cause of action (including without limitation vicarious liability, joint and several liability, surety or guarantor status, etc.) or basis to seek any form of liability or other remedy against a Village, by the existence of this Joint RFP, that would not otherwise exist by law.

The Bidder expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Bidder shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the member, its officials, agents, and employees as herein provided.

Safety/Loss Prevention Program Requirements:

Successful Bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal and evidence of completed employee safety training if requested by the Village.

Evidence of specific regulatory compliance will be provided by Bidder, if required by owner.

T. Joint Purchasing / Purchasing Extension

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful Bidder. The Bidder agrees that each Municipality shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The Bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful Bidder and the other Municipality.

The Bidder shall provide the other Municipalities with all documentation as required in the RFP, and as otherwise required by the Village of Lake in the Hills and Village of Cary including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Municipalities; and
- Certificate of insurance naming each other Municipality as an additional insured.

SPECIFICATIONS

General

- 1. The contract period is for 12 months with the Village having an option to extend for three additional one year periods. Contract period runs from April 1, 2016 to April 30, 2017. The option periods shall run from May 1 to April 30, in each of the next three following years ending on April 30, 2020.
- 2. If at any time the service provided is not satisfactory, the supplier shall rectify the issue within twenty-four hours from notification. The supplier will correct the deficiencies to the satisfaction of the Village's representative. Failure to remedy the situation in a timely manner can be considered default of the contract.
- 3. The Village reserves the right to cancel the contract with a thirty-day written notice.
- 4. The Village reserves the right to require the Successful Bidder to remove any employees the Village may reasonably determine to be unsatisfactory to perform the work as specified.
- 5. The Successful Bidder will make an emergency point of contact available by telephone anytime. The point of contact shall have authority to make decisions binding the Successful Bidder as it relates to this proposal. The point of contact must be able to read, speak and be able to communicate in English.
- 6. The Successful Bidder's employees, or any agent of the cleaning company entering any Village facility are required to submit to fingerprinting and background checks, employees will not be permitted to work in the facilities until the background check results are received. The Successful Bidder needs to plan for and understand that the background check results can take from two to six weeks to receive.

Description of Services

The Contractor shall provide all management, tools, equipment, and labor necessary to ensure that facility cleaning services are performed in a manner that will maintain a satisfactory facility condition and present a clean, neat, and professional appearance.

1. GENERAL CLEANING SERVICES

- a) Maintain Floors. All floors, except carpeted areas, shall be swept, dust mopped, damp mopped, wet mopped, dry buffed, and spray buffed, as needed, to ensure they have a uniform, appearance and freedom from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean. All floor maintenance solutions shall be removed from baseboards, furniture, trash receptacles, etc. Chairs, trash receptacles, and other moveable items shall be moved to maintain floors underneath these items. All moved items shall be returned to their original and proper position.
- b) Remove Trash. All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked "TRASH" shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors. Recyclable goods, deposited in separate containers, shall be placed in appropriate central collection receptacles at the facility.
- c) Clean Interior Glass/Mirrors. Clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. After glass cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.
- d) Clean Drinking Fountains. Clean and disinfect all polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.
- e) Clean Stairways and Elevators. All floor surfaces shall be cleaned in accordance with paragraph 1a) as appropriate for floor covering. Grease and grime shall be removed from guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining walls to provide or maintain a clean, uniform appearance.
- f) Vacuum and Spot Clean Carpets. Vacuum all carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. All tears, burns, and raveling shall be brought to the attention of the Public Works Department. Area and throw rugs are included to receive this service. Spot clean or shampoo dirty carpets over an area of 2 square feet or less. Spots must be removed immediately.
- g) Vacuum and Clean Floor Mats. Vacuum and clean interior and exterior floor mats. After vacuuming or cleaning, mats shall be free of all visible lint, litter, soil and other foreign matter. Soil and moisture underneath mats shall be removed and mats returned to their normal location.
- h) General Spot Cleaning. Perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

i) General Dusting. All horizontal surfaces must be dusted or cleaned to eliminate dust collection.

2. OTHER CLEANING SERVICES

Areas Affected: Holding Cells, Booking Room, Restrooms, Break rooms and Lunchrooms.

- a) Clean and Disinfect. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, showers, plumbing fixtures, partitions, dispensers, doors, walls, all tables, sinks, counters, microwaves and hard surfaces to include the exteriors of refrigerators and stoves, any surface where food comes into contact with will be cleaned using a germicidal detergent. At least monthly the walls in the holding cells will be washed down with a germicidal detergent. After cleaning, surfaces will be free of deposits, dirt, streaks, and odors. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets.
- **b)** Descale Showers, Toilet Bowls and Urinals. Descaling shall be performed monthly as a minimum and as often as needed to keep areas free of scale, soap films, and other deposits. After descaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.
- c) Sweep and Mop Floor. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust, and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film, or standing water. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary, to maintain sanitary conditions and a clean, uniform appearance.
- **d)** Stock Restroom Supplies. Contractor shall ensure restrooms are stocked sufficiently so that supplies, including soap for the soap dispensers, do not run out. Supplies shall be stored in designated areas. No overstocking shall be allowed.

3. PERIODIC CLEANING SERVICES

- a) Strip, Scrub, Seal, and Wax Floors. Strip, scrub, seal, and wax vinyl composite tile floors as directed to maintain a uniform glossy appearance. The Contractor will move any furniture or obstacles prior to the application process. A uniform glossy appearance is free of scuff marks, heel marks, wax build-up, and other stains and discoloration. No wax is to be applied in a sloppy fashion as to be deposited on any baseboards or any surface not intended to have wax on. The vendor will be responsible to remove any stains or repair any damage of said surfaces if necessary.
- **b)** Clean Interior Windows. Clean glass surfaces that are over seven (7) feet high. After surfaces have been cleaned, all traces of film, dirt, smudges, water, and other foreign matter shall be removed from frames, casings, sills, and glass.
- c) Clean Exterior Windows. Windows are the glass surfaces that are an integral part of the outer wall of the building. Window screens shall be removed, cleaned, and replaced, as needed. After window has been cleaned, exterior frames, casings, sills, and glass shall be free of all traces of film, dirt, smudges, water, and other foreign matter.
- d) Clean/Shampoo Carpets, Interior and Exterior Mats. All carpets/ mats shall be cleaned in accordance with standard commercial practices. A heavy-duty spot remover may be required in heavily soiled areas.

After shampooing, the carpeted area will be uniform in appearance and free of stains and discoloration. All cleaning solutions shall be removed from baseboards, furniture, trash receptacles, chairs, and other similar items. Chairs, trash receptacles, and other items shall be moved to clean carpets underneath, and returned to their original location.

e) High Dusting. All surfaces over seven (7) feet above the floor must be dusted or cleaned to eliminate dust collection. Any dust displaced by dusting and visible on surfaces below the seven foot level shall also be removed. This work also includes cleaning light fixtures, reflectors, and lenses to remove dead insects and dust build-up.

4. EMERGENCY OR SPECIAL EVENT CLEANING SERVICES

Upon notification from Public Works, the Contractor shall perform emergency or special event cleaning required in any building, area, or room covered under this contract. Contractor shall begin emergency work within eight (8) hours of notification, which may be verbal. Public Works will notify the Contractor as soon as a special event requirement is known, but no less than 24 hours prior to the event.

5. MATERIALS FURNISHED BY THE VILLAGE

The Village will only supply materials to restock bathrooms. The materials provided include toilet paper, paper hand towels, liquid soap, plastic garbage bags, hand sanitizer, urinal trays and cakes.

6. FREQUENCY OF SERVICES - VILLAGE OF LAKE IN THE HILLS

- a) Village Hall, Upper Level 600 Harvest Gate Road, Lake in the Hills
 - i). General Cleaning Services Upper: provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
 - iii). Periodic Cleaning Services
 - a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d). High Dusting: Twice per year.
- b) Village Hall Lower Level 600 Harvest Gate Road, Lake in the Hills
 - i). General Cleaning Services Lower: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday, Friday, and Saturday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday.
 - iii). Periodic Cleaning Services
 - a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Four times per year.
 - d). High Dusting: Twice per year.
- c) Police Department, 1115 Crystal Lake Road, Lake in the Hills
 - i). General Cleaning Services: Provided between the hours of 4:00 PM and 5:00 PM for the four administrative offices, upper level on Monday, Wednesday, and Friday. These specific offices must be cleaned during this time frame on each of the respective days for General Cleaning Services.

- ii). All remaining General Cleaning Services: Provided between the hours of 4:00 PM and 11:00 PM on Monday, Wednesday, and Friday.
- iii). Other Cleaning Services provided between the hours of 4:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
- iv). Periodic Cleaning Services
 - a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b). Clean Interior and Exterior Windows: Twice per year.
 - c). Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d). High Dusting: Twice per year.
- d) Public Works Facility, 9010 Haligus Road, Lake in the Hills
 - i). General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday, and Friday.
 - iii). Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Four times a year.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets and Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.
- e) LaBahn / Hain House, 149 Hilltop Drive, Lake in the Hills
 - i). General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - iii). Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: N/A.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets: N/A.
 - d) High Dusting: Twice per year.
- f) Indian Trail Beach, 226 Indian Trail, Lake in the Hills
 - i). General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday.
 - iii). Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Once per year
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean Entry Mats: Twice per year.
 - d) High Dusting: Twice per year.
- g) Safety Education Center, 1111 Crystal Lake Road, Lake in the Hills
 - i). General Cleaning Services: Provided between the hours of 5:00 P.M. and 11:00 P.M on Monday.
 - ii). Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday.
 - iii). Periodic Cleaning Services
 - a) Strip, Scrub, Seal, and Wax Floors: Four times per year.
 - b) Clean Interior and Exterior Windows: Twice per year.
 - c) Clean / Shampoo Carpets and Entry Mats: Twice per year.

- d) High Dusting: Twice per year. h) Preschool, 2 E. Oak Street, Lake in the Hills General Cleaning Services: Provided between the hours of 5:00 PM and 11:00 PM on Monday, Wednesday and Friday. Other Cleaning Services provided between the hours of 5:00 PM and 11:00 PM on Monday, Tuesday, Wednesday, Thursday and Friday. iii). Periodic Cleaning Services Strip, Scrub, Seal, and Wax Floors: Once per year a) b) Clean Interior and Exterior Windows: Twice per year. c) Clean Entry Mats: Twice per year. d) High Dusting: Twice per year. 7. FREQUENCY OF SERVICES – VILLAGE OF CARY a) Village Hall, 655 Village Hall Drive, Cary i). General Cleaning Services: Provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Friday. ii). Other Cleaning Services provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Friday. iii). Periodic Cleaning Services a). Strip, Scrub, Seal, and Wax Floors: Four times per year. b). Clean Interior and Exterior Windows: Twice per year. c). Clean / Shampoo Carpets and Entry Mats: Twice per year. d). High Dusting: Twice per year. b) Police Department, 654 Village Hall Drive, Cary i). General Cleaning Services: Provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Saturday. ii). Other Cleaning Services provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Friday. iii). Periodic Cleaning Services a). Strip, Scrub, Seal, and Wax Floors: Four times per year. b). Clean Interior and Exterior Windows: Twice per year. c). Clean / Shampoo Carpets and Entry Mats: Four times per year. d). High Dusting: Twice per year.
 - c) Public Works Facility, 454 Cary Woods Circle, Cary

i). General Cleaning Services Lower: Provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Friday.

ii). Other Cleaning Services provided between the hours of 6:00 PM and 5:00 AM on Monday, Wednesday and Friday.

iii). Periodic Cleaning Services

ii).

- a). Strip, Scrub, Seal, and Wax Floors: Four times per year.
- b). Clean Interior and Exterior Windows: Twice per year.
- c). Clean / Shampoo Carpets and Entry Mats: Four times per year.
- d). High Dusting: Twice per year.

APPENDIX 1 SCHEDULE OF ALTERATIONS AND DEVIATIONS

Please list any proposed alternative or deviation to the	ne minimum standards	outlined in this	Request for Pr	coposa
document.			1	- F

SECTION PARAGRAPH EXPLANATION OF ALTERNATIVE/DEVIATION

APPENDIX 2 REFERENCE SCHEDULE

1. Organization	Illinois Institute of Technology
Contact Person	
Telephone number	
Work Description	Custodial Services
2. Organization	Lincolnwood Schoold District No. 74
Contact Person	James Caldwell
Telephone number	(847) 745-3720
Work Description	Custodial Services
	
3. Organization _	LAZ Parking Chicago
Contact Person	Shannon Hamelin
Telephone number	312-780-0057 ext. 1006
Work Description	Meter Maintenance, Parking / Garage Maintenance and Custodial Services
	Pressure and Mechanical Sweeping and Graffiti Removal
4. Organization _	Sunset Ridge School District No. 29
Contact Person	Corey Dreher, CPS
Telephone number	(630) 881-9418
Work Description	Custodial Services
5. Organization _	City of Evanston
Contact Person	Sean Ciolek, NCARB
Telephone number	(847) 448-8181
Work Description	Custodial Services

APPENDIX 3 SUBCONTRACTORS WHO WILL PERFORM WORK ON THE PROJECT

Name	Address	Work to be performed
N/A		
		±

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS VILLAGE OF CARY BID CERTIFICATION FORM

CONTRACTOR'S NAME:

Smith Maintenance Company

ADDRESS:

205 W. Randolph Street | Suite 925 | Chicago, Illinois 60606

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

	Basic Period (2016-17)		First Option Period (2017-18)		Second Option Period (2018-19)		Third Option Period (2019-20)	
	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost
LITH Village Hall Upper Level								
General Services	1,350.96	16,211.52	1,391.49	16,697.87	1,433.23	17,198.80	1,476.23	17,714.77
Other Cleaning Services	54.13	649.50	55.75	668.99	57.42	689.05	59.14	709.73
Periodic Services		1,829.92		1,884.81		1,941.36		1,999.60
LITH Village Hall Lower Level								
General Services	1,125.80	13,509.60	1,159.57	13,914.89	1,194.36	14,332.33	1,230.19	14,762.30
Other Cleaning Services	32.48	389.70	33.45	401.39	34.45	413.43	35.49	425.84
Periodic Services		2,058.28		2,120.02		2,183.63		2,249.13

	Basic Period (2016-17)			Option (2017-18)	Second Option Period (2018-19)		Third Option Period (2019-20)	
	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost
LITH Police Department								
General Services	844.35	10,132.20	869.68	10,436.17	895.77	10,749.25	922.64	11,071.73
Other Cleaning Services	54.13	649.50	55.75	668.99	57.42	689.05	59.14	709.73
Periodic Services		1,374.63		1,415.86		1,458.34		1,502.09
LITH Public Works								
General Services	1,039.20	12,470.40	1,070.38	12,844.51	1,102.49	13,229.85	1,135.56	13,626.74
Other Cleaning Services	32.48	389.70	33.45	401.39	34.45	413.43	35.49	425.84
Periodic Services		1,566.17		1,613.15		1,661.55		1,711.40
LITH LaBahn/Hain House								
General Services	324.75	3,897.00	334.49	4,013.91	344.53	4,134.33	354.86	4,258.36
Other Cleaning Services	64.95	779.40	66.90	802.78	68.91	826.87	70.97	851.67
Periodic Services		434.41		447.44		460.87		474.69
LITH Indian Trail Beach								
General Services	168.87	2,026.44	173.94	2,087.23	179.15	2,149.85	184.53	2,214.35
Other Cleaning Services	12.99	155.88	13.38	160.56	13.78	165.37	14.19	170.33
Periodic Services		229.20		236.07		243.15		250.45
LITH Safety Town								
General Services	368.05	4,416.60	379.09	4,549.10	390.46	4,685.57	402.18	4,826.14
Other Cleaning Services	21.65	259.80	22.30	267.59	22.97	275.62	23.66	283.89
Periodic Services		610.70		629.02		647.89		667.33
LITH Preschool 2 E. Oak St.								
General Services	194.85	2,338.20	200.70	2,408.35	206.72	2,480.60	212.92	2,555.01
Other Cleaning Services	12.99	155.88	13.38	160.56	13.78	165.37	14.19	170.33
Periodic Services		228.38		235.23		242.29		249.56
CARY Village Hall								
General Services	146.14	1,753.65	150.52	1,806.26	155.04	1,860.45	159.69	1,916.26
Other Cleaning Services	25.98	311.76	26.76	321.11	27.56	330.75	28.39	340.67
Periodic Services		75.00		77.25		79.57		81.95
CARY Police Dept.								
General Services	1,299.00	15,588.00	1,337.97	16,055.64	1,378.11	16,537.31	1,419.45	17,033.43
Other Cleaning Services	54.13	649.50	55.75	668.99	57.42	689.05	59.14	709.73
Periodic Services		1,522.39		1,568.06		1,615.10		1,663.56

	Basic Period (2016-17)		First Option Period (2017-18)		Second Option Period (2018-19)		Third Option Period (2019-20)	
	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost	Cost per Month	Total Cost
CARY Public Works Facility								
General Services	1,299.00	15,588.00	1,337.97	16,055.64	1,378.11	16,537.31	1,419.45	17,033.43
Other Cleaning Services	54.13	649.50	55.75	668.99	57.42	689.05	59.14	709.73
Periodic Services		1,522.39		1,568.06		1,615.10		1,663.56
Total		114,423.19		117,855.88		121,391.56		125,033.30
Emergency or Special Event (\$ per man- hour)		35.00		36.05		37.15		38.25

Total Contract Price:

YEAR	TOTAL (COST PER YEAR
2016 / 2017	\$	114,423.19
2017 / 2018	\$	117,855.88
2018 / 2019	\$	121,391.56
2019 / 2020	\$	125,033.30

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION: The undersigned affirms an perform the contract in stric of award of contract.	d declares that if awarded the contract for said Facility Cleaning accordance with its terms and conditions within 45 consecutions.	g Service, [he/she] will completely we calendar days after notification
5. SPECIFICATIONS: The undersigned will furni accordance with the following	sh all labor, material, equipment, and services necessary for any specifications as attached.	said Facility Cleaning Service, in
	from federal excise tax and the Illinois Retailers' Occupations all does not include any amounts of money for these taxes.	on Tax. The undersigned hereby
B. To be valid, bids shall litem the cost of delivery	be itemized so that selection for purchase may be made, there by, insurance, bonds, overhead, and profit.	peing included in the price of each
C. The Village shall reser indicated in the itemizar	eve the right to add to or deduct from the base bid and/or alt tion of bid.	ernate bid any item at the prices
Dated at Wednesday By:(signature)	this 10th day of February , 2	20 <u>16</u> .
Its: President Title		
Michael Smith	, being duly sworn, deposes and states that he/s	he is the
President	of Smith Maintenance Company ar	nd that the statement above is
true and correct. Subscribed and swo	Nauton	, 20 <u>16</u>
(NOTARY STAMP)	Notary Public	DFFICIAL SEAL
VILLAGE OFLake in the Hills	NOTARY P.	MARIA GOMEZ UBLIC - STATE OF HUMBIG
Accepted this 10th day of Febr	···· OCIVILY	MISSION EXPIRES:01/05/17

Ву: _

(signature)

Title: President

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: that Michael Smith, 205 W. Randolph St. Ste 925 Chicago, IL 60606 (Full name and address)
as Principal, hereinafter called Contractor, and Smith Maintenance Company, 205 W. Randolph St. Ste 925 Chicago, IL 60606 (Full name and address)
as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Lake in the Hills, 600 Harvest Gate Road,
<u>Lake in the Hills, Illinois, 60156</u> as Obligee, hereinafter called Owner in the amount of
Dollars (\$) for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS,
Contractor has by written agreement dated February 10 , 20 16 entered into a contract with Owner for
in accordance with Drawings and Specifications prepared by which contract is
by reference made a part hereof and is hereinafter referred to as the Contract.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract, this obligation shall be null and void; otherwise it shall remain in full force and effect.
The Surety hereby waives notice of any alteration or extension of time made by Owner.
Whenever Contractor shall be, and declared by owner to be in default under the Contract, The Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly
1) Complete the Contract in accordance with its terms and conditions, or
2) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, arrange for a contract between such Bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other cost and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any

No right of action shall accrue on this be	and to or for the was of a	ny parcan or administran ethan	than the Overser
neirs, executors, administrators or succe	ssors of the Owner.	my person of corporation other	than the Owner named herein (
Surety and Contractor, intending to be le Performance Bond to be duly executed of	egally bound hereby, sub on its behalf by its autho	oject to the terms printed on the rized officer, agent, or represen	reverse side hereof, do each catative.
CONTRACTOR AS PRINCIPAL		SURETY	
Company: Smith Maintenance Compan	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title: Michael Smith		Name and Title:	
President		(Attach Power of Attorn	ney)
Space is provided below for signatures	of additional parties, if r	equired.)	
CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title:		Name and Title	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

	··· ··································					
PRODUCER		CONTACT NAME:				
Columbian Agency		PHONE (A/C, No, Ext):815-485-4100	FAX (A/C, No):815-	485-2936		
1005 Laraway Road New Lenox IL 60451		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVE	RAGE	NAIC#		
		INSURER A :Westfield Ins Co	The second se	24112		
INSURED	SMITH-4	INSURER B:				
Smith Maintenance Company		INSURER C :				
Attn: Mike Smith 205 W Randolph St, Ste 925		INSURER D :				
Chicago IL 60606		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 167300480	REVISION	NUMBER:			

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Α		LINOL	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
	X COMMERCIAL GENERAL LIABILITY			TRA7732700	11/16/2015	11/16/2016		\$1,000,000 \$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO- JECT LOC			Name of the supplier of the su			Emp Ben.	\$1,000,000
A	AUTOMOBILE LIABILITY			TRA7732700	11/16/2015	11/16/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO		-		=		BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR			TRA7732700	11/16/2015	11/16/2016	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION \$0			8			N	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WCP0098631	11/16/2015	11/16/2016	X WC STATU- OTH- TORY LIMITS ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION			
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	AUTHORIZED REPRESENTATIVE			
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DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

JAN 29 2015

Smith Maintenance Company 205 W. Randolph Street, Suite 925 Chicago, IL 60606

We are pleased to inform you that Smith Maintenance Company has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 2/1/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filling your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/1/2016, 2/1/2017, 2/1/2018, and 2/1/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 2/1/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2019.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602



Pat Quinn, Governor Rocco J. Claps, Director

IDHR #:

113902-00

Date Eligible: 04/06/2012

Expires on: 04/06/2017

Michael Smith Smith Maintenance Company 205 West Randolph Street, Suite 925 Chicago, IL 60606

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

- 1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
- 2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
- 3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
- The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942 222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100 2309 West Main Street, Marion, IL 62959 (618) 993-7463 www.state.il.us/dhr