VILLAGE OF
SHOREWOOD ILLINOIS

INVITATION TO BID

Janitorial Services for the Village of Shorewood

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LEGAL NOTICE

INVITATION TO BID
JANITORIAL SERVICES FOR VILLAGE OF SHOREWOOD

Sealed bids for Janitorial Services for the Village of Shorewood for the following contract: VILLAGE HALL, PUBLIC WORKS FACILITIES, AND POLICE DEPARTMENT CUSTODIAL SERVICES will be received at the address listed below until Friday February 15, 2019 10:00 a.m. local time. Bids will be publicly opened and read aloud at the above stated time and place. Proposals not physically received by the date and time listed above will be returned, unopened to the firm. Emailed or faxed bids will not be accepted. All proposals should be addressed to:

Village of Shorewood
Re: (vendor name)
Invitation to Bid Janitorial Services
Attention: Chris Drey, Public Works Superintendent
1 Towne Center Blvd.
Shorewood IL 60404

Packets will be handed out at the **mandatory pre-bid meeting and site inspection** to be held on Friday, February 8, 2018, at 9:00 AM starting at Shorewood Village Hall, One Towne Center Blvd. at Shorewood Village Hall.

Successful bidder must provide proper insurance, a Performance Bond. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

The Village reserves the right to reject any or all bids and to waive any informality in bidding.
Award of Contract: The Village of Shorewood Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract set forth in the bid package within 14 days from the award of contract. The Village also reserves the right to modify the invitation to Bid.

QUESTIONS REGARDING THIS REQUEST FOR PROPOSAL SHOULD BE IN WRITING AND DIRECTED TO: Chris Drey, Village of Shorewood, One Towne Center Blvd., Shorewood, IL 60404 Email: cdrey@vil.shorewood.il.us

INTRODUCTION

Definitions

The Term "Village", whenever used in the contract documents, shall be construed to mean the Village of Shorewood. The terms "Contractor," "Bidder" and "Vendor" shall mean the entity awarded the Contract contemplated by this bid. The term "Working" shall mean providing Janitorial Services.

Scope of Work

This contract is for the Janitorial Services at the addresses indicated in the documents herewithin.

Conditions

The Bidder is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from the performance of the duties and obligations imposed under the terms of this contract. The Bidder acknowledges that local ordinance permits the Village to give preference to local businesses. Awarded bidders must complete a background check, at their expense, of all employees working under this contract and they must pass the check to clean all facilities.

Termination for Force Majeure

The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party action where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When this contract, or any portion hereof, is terminated or canceled by the Village, and the Contractor released before all items of work included in this contract has been completed, payment will be made for the actual number of units delivered at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

Basis of Payment

This work will be paid for at the contract unit price per month.

Billing/Invoicing

Billing shall be done on Monthly.

All billing and invoicing shall be addressed to the Village of Shorewood, One Towne Center Blvd.

Payment will be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/). The vendor shall submit invoices to the Village upon delivery of the services. The Village will make payment within 30 days of receipt of invoices. Payments will be made via check or credit card.

Contract Award

The Village anticipates awarding the contract at the February 19, 2019, Village Board meeting.

Rejection of Bids

The Village reserves the right to cancel invitations for bids without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

Any bid not conforming to the specifications or requirements set forth in the bid request may be rejected.

Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, caused

or alleged to be caused by the Contractor or its employees or agents, while engaged in the performance of duties under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the delivery site, or the travel to or from the site. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert.

Insurance Requirements

The Contractor will provide satisfactory proof of insurance naming the Village, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officer's, agent's, employee's negligence in the performance of services under this Agreement. Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:
All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	$1,000,000
Contractual Liability Insurance	$1,000,000

Completed Operations Insurance	$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	$2,000,000 (each occurrence)
Bodily Injury	$2,000,000 (each person) $2,000,000 (each accident)
Property Damage	$2,000,000 (each accident)
Automobile Liability	$1,000,000 combined single limit (each accident)
Umbrella Liability	$3,000,000 (each occurrence) $3,000,000 (aggregate)

Compliance with Laws and Regulations

In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

Contract Term

The contract will be approximately two (2) years, beginning on April 1, 2019, and ending on March 31, 2021.

Janitor Service

- Services locations:
  - Village Hall, One Towne Center Blvd.
    - Village Hall has two primary floors with a basement.
    - Total of 24,550 sq./ft. 5200sq/ft. of tile, the rest is carpet
  - Police Department, 903 Jefferson.
    - Police station has one floor and a basement.
    - Total of 13,000sq/ft., 3190sq/ft. of tile, rest is carpet.
  - Public Works 906, 908 Cottage St.
    - Public Work has two locations with a Total of 1000sq/ft. of tile
      In the event that he village no longer utilizes the public works facility it may be eliminated from the contract.

Supplies

The Contractor shall provide all supplies (both chemical and paper) and equipment to adequately clean the buildings. The Contractor is directed to utilize cloth rags or towels to perform all cleaning except for glass surfaces. At no time should any equipment or product provided by the Village of Shorewood be utilized for cleaning. The Village of Shorewood shall provide the following for restocking:
Can Liners
Toilet paper, C-fold towels, kitchen roll towels, continuous roll paper towels, and napkins.
Soap dispenser refills
Paper cups and lids
Urinal screens, deodorizer refills
The bidder must restock all can liners (specific standardized sizes) appropriately and daily without waste of materials.

Equipment
The Contractor shall provide all equipment necessary to perform the contracted work to current industry standards. The Contractor will research and select the appropriate floor scrubber machines to properly clean the different flooring surfaces that are unique to each building. Equipment must be approved by Village of Shorewood. The Contractor shall maintain all equipment in proper working order at all times. All equipment stored on the Village of Shorewood premises must be clearly marked with the Contractor's company name. All equipment including mops and mop buckets must be kept clean and odor free.

SHOREWOOD POLICE DEPARTMENT CLEANING CHECKLIST

	Daily	Weekly	Monthly	Quarterly	As Needed
POLICE Entrance/Lobby Areas					
Clean Glass Doorways and Adjacent Glass	x				
Empty Trash and Replace Dirty Liners	x				
Vacuum Carpet, Mats, and Runners	x				
Sweep and Damp Mop Hard Floor Surfaces	x				
Damp Wipe Counters and Customer Tables	x				
Remove Cobwebs in Corners and Ceilings		x			
Dust Baseboards and Wall Hangings		x			
Damp Wipe Vinyl Furniture			x		
Dust and Spot Clean Air Vents and Diffusers			x		
POLICE Cubicles (Records Area)					
Empty Trash and Replace Dirty Liners	x				
Vacuum Carpet, Mats, and Runners	x				
Dust and Damp Wipe Desks (if cleared)		x			
Dust Cabinets, Ledges, Disinfect Phone		x			
Dust Partitions		x			
Dust Baseboards and Wall Hangings		x			
Remove Cobwebs in Corners and Ceilings		x			
Vacuum Cloth Furniture				x	
Dust and Spot Clean Air Vents and Diffusers			x		
Dust Blinds			x		
Detail Edge Vacuum				x	
POLICE Offices					
Empty Trash and Replace Dirty Liners	x				
Vacuum Carpet, Mats, and Runners	x				
Dust and Damp Wipe Desks (if cleared)		x			
Dust Cabinets, Ledges, Disinfect Phone		x			
Dust Baseboards and Wall Hangings		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust and Spot Clean Air Vents and Diffusers			x		
Detail Edge Vacuum				x	
Empty Shredder					x
POLICE Private Offices An attempt should be made to get into these offices weekly while staff is on duty.	Daily	Weekly	Monthly	Quarterly	As Needed
Empty Trash and Replace Dirty Liners	x				
Vacuum Carpet, Mats, and Runners	x				
Dust and Damp Wipe Desks (if cleared)		x			
Dust Cabinets, Ledges, Disinfect Phone		x			

Dust Baseboards and Wall Hangings		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust and Spot Clean Air Vents and Diffusers			x		
Detail Edge Vacuum				x	
POLICE Break Rooms/Kitchen					
Empty Trash and Replace Dirty Liners	x				
Damp Wipe and Disinfect Tables and Countertops	x				
Sweep and Damp Mop Hard Floor Surfaces	x				
Spot Clean Light Switches	x				
Clean and Disinfect Sinks	x				
Damp Wipe Inside and Outside of Microwave	x				
Damp Wipe Outside and Top of Refrigerator		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust Blinds			x		
Dust and Spot Clean Air Vents and Diffusers			x		
POLICE Washrooms					
Empty Trash and Replace Dirty Liners	x				
Damp Wipe and Disinfect Countertops	x				
Sweep and Damp Mop Hard Floor Surfaces	x				
Spot Clean Doors, Frames, Light Switches, Kick Plates	x				
Clean and Disinfect Sinks, Commodes and Urinals	x				
Wash Mirrors	x				
Refill and Clean Soap Dispensers	x				
Replace Paper Products	x				
Dust Tops and Partitions		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust and Spot Clean Air Vents and Diffusers			x		
POLICE Hallways	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**As Needed**
Sweep and Damp Mop Hard Floor Surfaces	x				
Dust Baseboards and Wall Hangings		x			
Clean, Polish, Disinfect Water Fountains		x			
Remove Cobwebs in Corners and Ceilings		x			
POLICE Conference/Training Rooms					
Empty Trash and Replace Dirty Liners	x				
Damp Wipe and Disinfect Tables and Countertops	x				
Vacuum Carpet	x				
Spot Clean Light Switches	x				
Dust Baseboards, Wall Hangings, Ledges		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust and Spot Clean Air Vents and Diffusers			x		
Vacuum Cloth Furniture				x	
POLICE Detention Area					
Sweep and Damp Mop Hard Floor Surfaces	x				

Clean toilets, sinks					x
Dust Bars				x	
Remove Cobwebs in Corners and Ceilings		x			
POLICE Copy Room					
Empty Trash and Replace Dirty Liners	x				
Sweep and Damp Mop Hard Floor Surfaces	x				
Spot Clean Light Switches	x				
Damp Wipe Countertop	x				
Dust Baseboards and Wall Hangings		x			
Remove Cobwebs in Corners and Ceilings		x			
Dust Copy room Equipment		x			
Dust and Spot Clean Air Vents and Diffusers			x		
Empty Shredder					x
POLICE Janitor's Closet					
Organize Cleaning Equipment and Supplies	x				
POLICE Stairwells	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**As Needed**
Sweep Hard Floor Surface	x				
Damp Mop Hard Floor Surface		x			
Dust Baseboards and Ledges		x			
Damp Mop Handrails		x			
Sweep Hard Floor Surface		x			
Remove Cobwebs in Corners and Ceilings		x			
POLICE Basement - Locker Rooms/Fitness Area					
Clean Showers		X			
Empty Trash and Replace Dirty Liners	x				
Sweep and Damp Mop Hard Floor Surfaces	x				
Spot Clean Doors, Frames, Light Switches	x				
Clean and Disinfect Sinks, Commodes and Urinals	x				
Wash Mirrors	x				
Refill and Clean Soap Dispensers	x				
Replace Paper Products	x				
Remove Cobwebs in Corners and Ceilings		x			
Dust and Spot Clean Air Vents and Diffusers			x		
Pour Water/Bleach Down Drains as Necessary					x
Disinfect Equipment - Wipe Down Benches			x		
OTHER TASKS REQUESTED/REQUIRED					
Sweep Sally Port		x			
Hose Out Sally Port					x
Empty Trash and Replace Dirty Liners					
Fall & Spring Thorough Deep Cleaning (X2)					x
Scrub & Burnish PD VCT Floors Quarterly					x
Scrub Locker Room Floors Quarterly				X	
Sani-guard fogging resin cleaning-Whole Bldg. x2 annually					x

Spot Clean Stains on Carpets Upholstered Furniture					x

SHOREWOOD VILLAGE HALL CLEANING CHECKLIST

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	As Needed
1st Floor - Back Entrance/Lobby Areas						
Spot clean glass doorways and adjacent glass	x					
Outside empty trash and replace dirty liners	x					
Vacuum mats, and runners	x					
Sweep and damp mop hard floor surfaces	x					
Damp wipe and disinfect counters	x					
Clean benches, furniture, walls and doors as needed	x					
Remove cobwebs in corners and ceilings		x				
Machine wash floor		x				
Clean glass doorways and adjacent glass		x				
Dust wall hangings			x			
Dust and spot clean air vents and diffusers			x			
Building Entry Areas (East and West side)						
Empty cigarette receptacles and damp wipe containers as needed	x					
Empty/replace trash can liners and damp wipe container as needed	x					
Clean outside of doors		x				
Rotunda Area						
Dust mop Terrazzo floor	x					
Spot mop stains and scuff marks	x					
Vacuum mats and runners	x					
Dust and wipe down rotunda pillars (reachable areas with at least 12' extension pole)	x					
Damp wipe and disinfect counters	x					
Clean glass doorways and adjacent glass	x					
Machine wash floor		x				
Dust all wall ledges		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Break room						
Empty trash, replace dirty liners and spot wash can	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot wash walls around garbage cans as needed	x					
Sweep and spot wash floor as needed and remove scuff marks	x					
Clean/Sanitize sinks	x					

Damp wipe exterior of refrigerator	x					
Damp wipe and disinfect all counter areas and tabletops	x					
Damp wipe exterior & interior of microwave	x					
Mop floor		x				
Dust and clean furniture and cabinets		x				
Dust window ledges and spot wash glass windows and doors		x				
Dust and wash chairs and table bases as needed		x				
Empty contents and damp wipe inter of refrigerator on Friday's		x				
Check and remove cobwebs/vents (reachable areas with at least 12' extension pole)			x			
Twice per year (Spring & Fall) floor should be stripped and rewaxed					x	
Upper Lobby/Hallway Area	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Semi-Annually**	**As Needed**
Spot vacuum carpet as needed	x					
Spot wash windows as needed	x					
Mop stairs and landings	x					
Clean benches as needed	x					
Dust and polish wood on railings and handrails		x				
Clean and disinfect metal on handrails		x				
Dust and polish baseboards and woodwork on walls		x				
Check and remove cobwebs/vents (reachable areas with at least 12' extension pole)		x				
Dust all window and wall ledges		x				
Dust all wall hangings		x				
Detailed vacuuming of carpet		x				
Elevator						
Spot vacuum carpet as needed	x					
Clean inside metal panels and handrails as needed	x					
Clean metal doors and trim as needed	x					
Clean elevator threshold in both the car and on landings as needed	x					
Detailed vacuuming of carpet		x				
Dust and clean wood grain panels		x				
Check and remove cobwebs		x				
All Department Conference Rooms						
Empty trash and replace dirty liners and spot wash cans	x					
Spot wash walls around garbage cans as needed	x					
Spot vacuum carpet as needed	x					
Dust and damp wipe tables as needed	x					
Dust and spot polish all doors as needed	x					
Dust and clean all furniture and tables		x				
Dust and wash chair bases		x				
Damp wipe/Disinfect Phone		x				
Dust all window ledges and spot wash windows		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				

Detailed vacuuming of carpet		x				
Dust and spot clean air vents and diffusers			x			
Dust baseboards			x			
Dust and polish doors completely			x			
Vacuum cloth furniture					x	
Large Conference Room						
Empty trash and replace dirty liners and spot wash cans	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot wash walls where needed	x					
Spot vacuum carpet as needed	x					
Spot wash glass windows and dust/spot polish doors as needed	x					
Dust and clean furniture/tables	x					
Detailed vacuuming of carpet		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust all wall hangings and baseboards		x				
Dust all window ledges and spot wash windows		x				
Dust and wash chair bases		x				
Dust and polish doors completely			x			
Vacuum cloth furniture					x	
Trustee's Conference Room	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Semi-Annually**	**As Needed**
Empty trash and replace dirty liners and spot wash cans	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot wash walls around garbage cans as needed	x					
Spot vacuum carpet as needed	x					
Dust and clean all furniture - tables, cabinet, chairs	x					
Dust and spot polish all doors as needed	x					
Spot wash glass windows and dust/spot polish doors as needed	x					
Detailed vacuuming of carpet		x				
Dust all window ledges and spot wash windows		x				
Dust and wash chair bases		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust and polish baseboards			x			
Dust and polish doors completely			x			
Clean/Condition leather chairs					x	
A detailed, complete cleaning of the Trustee's conference room should be done on the second and fourth Monday of each month						
Board Room						
Empty trash and replace dirty liners and spot wash cans	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot wash walls around garbage cans as needed	x					

Spot vacuum carpet as needed	x					
Dust and polish doors as needed	x					
Detailed vacuuming of carpet		x				
Dais and Podiums - Dust and polish wood & spot wash glass		x				
Dust and polish woodwork on walls/baseboards/doors		x				
Dust all wall hangings and wash clock facing		x				
Spot wash glass windows		x				
Dust window ledges and dust/polish baseboards		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust dais chairs and wash chair bases		x				
Dust and polish doors completely			x			
Vacuum cloth furniture					x	
Clean/Condition dais leather chairs					x	
A detailed, complete cleaning of the board room should be done on the second and fourth Monday of each month						
General and Private Offices - Upper and Lower Level						
All Cubicles, Reception Areas, and Related Aisles	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Semi-Annually**	**As Needed**
Empty trash and replace dirty liners	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot vacuum carpet as needed	x					
Dust and clean desktops (cleared surfaces) - Damp wipe if necessary	x					
Clean glass as needed	x					
Damp wipe/Disinfect Phone	x					
Detailed vacuuming of carpet		x				
Dust off computer tops		x				
Dust cabinets, furniture and top of partitions		x				
Dust and wash chair bases		x				
Dust baseboards and wall hangings		x				
Dust and spot clean air vents and diffusers		x				
Dust window ledges and dust/polish baseboards		x				
Detailed vacuuming of carpet		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust and polish doors completely			x			
Vacuum cloth furniture					x	
Kitchenettes in General Offices - Both Levels						
Empty trash and replace dirty liners and spot wash cans	x					
Damp wipe and disinfect countertops	x					
Spot wash walls around garbage cans and sink/backsplash as needed	x					
Damp wipe exterior of appliances	x					
Damp wipe exterior of Refrigerators		x				
Dust and clean cabinets		x				

Washrooms						
Empty trash and replace dirty liners and spot wash cans	x					
Empty sanitary container and replace liner	x					
Clean and disinfect water fountains	x					
Sweep and wash floors (Note a mop dedicated for ***restrooms use only*** should be used)	x					
Sanitize/Disinfect and clean stall/urinal partitions, wall tiles and handrails	x					
Sanitize/Disinfect all sinks, counters, toilets and urinals	x					
Wash mirrors	x					
Polish and refill soap and paper dispensers	x					
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
1st Floor Training Room (Finance Dept.)						
Empty trash and replace dirty liners	x					
Damp wipe and disinfect tables and countertops	x					
Spot vacuum carpet as needed	x					
Dust and polish baseboards		x				
Remove cobwebs in corners and ceilings		x				
Dust and spot clean air vents and diffusers			x			
Vacuum cloth furniture					x	
Mail/Supply/Copy Rooms	**Daily**	**Weekly**	**Monthly**	**Quarterly**	**Semi-Annually**	**As Needed**
Empty trash and replace dirty liners and spot wash cans	x					
Damp wipe countertop	x					
Sweep and spot wash floor as needed	x					
Dust and spot polish all doors as needed	x					
Sweep and damp mop hard floor surfaces and remove scuff marks		x				
Dust baseboards and wall hangings		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust copy room equipment		x				
Dust and clean all counters and cabinets		x				
Dust and spot clean air vents and diffusers			x			
Twice per year (Spring & Fall) floor should be stripped and rewaxed					x	
1st & 2nd Floor - Janitor's Closet						
Organize cleaning equipment and supplies	x					
Emergency Operations Center (EOC)						
Empty trash and replace dirty liners				x		
Dust and wash chair bases				x		
Wipe down and disinfect phones				x		
Sweep and spot wash floor				x		
Strip and was floor on an as needed/requested basis						x
Basement						
Machine wash floor annually						X

Sweep Basement floor			X			
Stairwells (East and West)						
Sweep or vacuum			x			
Dust window handrails, ledges and beams				x		
Mop floors					x	
Additional requirements						
Weekly High Dusting & Touch Up Work on Weekends at Village Hall		x				
Spot Clean Stains on Carpets Upholstered Furniture as Needed						x

SHOREWOOD PUBLIC WORKS FACILITIES CLEANING CHECKLIST

Break room	Daily	Weekly	Monthly	Quarterly	Semi-Annually	As Needed
Empty trash, replace dirty liners and spot wash can	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot wash walls around garbage cans as needed	x					
Sweep and spot wash floor as needed and remove scuff marks	x					
Clean/Sanitize sinks	x					
Damp wipe exterior of refrigerator	x					
Damp wipe and disinfect all counter areas and tabletops	x					
Damp wipe exterior & interior of microwave	x					
Mop floor		x				
Dust and clean furniture and cabinets		x				
Dust window ledges and spot wash glass windows and doors		x				
Dust and wash chair and table bases as needed		x				
Empty contents and damp wipe inter of refrigerator on Friday's		x				
Dust and polish doors completely			x			
Check and remove cobwebs/vents (reachable areas with at least 12' extension pole)			x			
Twice per year (Spring & Fall) floor should be stripped and rewaxed					x	
Washrooms						
Empty trash and replace dirty liners and spot wash cans	x					
Empty sanitary container and replace liner	x					
Clean and disinfect water fountains	x					
Sweep and wash floors (Note a mop dedicated for ***restrooms use only*** should be used)	x					
Sanitize/Disinfect and clean stall/urinal partitions, wall tiles and handrails	x					
Sanitize/Disinfect all sinks, counters, toilets and urinals	x					
Wash mirrors	x					
Polish and refill soap and paper dispensers	x					
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Offices and storage areas	Daily	Weekly	Monthly	Quarterly	Semi-Annually	As Needed

Empty trash and replace dirty liners	x					
Recyclable can empty when half full (minimum once per week) and spot wash	x					
Spot vacuum carpet as needed	x					
Dust and clean desktops (cleared surfaces) - Damp wipe if necessary	x					
Clean glass as needed	x					
Damp wipe/Disinfect Phones	x					
Detailed vacuuming of carpet		x				
Dust off computer tops		x				
Dust cabinets, furniture and top of partitions		x				
Dust and wash chair bases		x				
Dust baseboards and wall hangings		x				
Dust and spot clean air vents and diffusers		x				
Dust window ledges and dust/polish baseboards		x				
Detailed vacuuming of carpet		x				
Remove cobwebs in corners & ceilings (reachable areas with at least 12' extension pole)		x				
Dust and polish doors completely			x			
Stairs						
Sweep or vacuum as needed	x					
Shop Area						
Clean slop sinks	x					

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** Friday, February 15, 2019 at 10:00 a.m. local time

2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.

3. **Bid Description:** Janitorial Services

4. **Preparation and Submission of Bids:**
   A. Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
   B. Each bidder must complete, execute and submit with its bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.
   C. Each bidder must submit a complete bid package, including the following items:
      1. **Three (3) Signed Contracts**
      2. **Bid Sheet with Signature**
      3. **Signed Contractor's Bid Agreement**
      4. **Subcontractors Lists**
      5. **References from five (5) current customers**
   D. Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
   E. Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than thirty (30) days.
   F. In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
   G. The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
   H. The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
   I. The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of

the items, as provided in the specifications, he will perform the work as altered, increased or decreased.

J. The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.

K. The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.

L. The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.

M. The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

N. By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

O. No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.

P. No bid shall be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the Contract.

5. **Additional Information Request:** Questions regarding this bid and specific questions regarding the specifications in this bid can be emailed to Chris Drey Public Works Superintendent, Village of Shorewood, One Towne Center Blvd., Shorewood, IL 60404 or email cdrey@vil.shorewood.il.org. Answers will be provided in writing to all potential Bidders; No oral comments will be made to any Bidder as to the meaning of the BID and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be emailed to the bidders that signed in at the mandatory meeting. In the event of conflict with the original

contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however that the Village may waive this requirement if it in its best interest.

6. **Conditions:**
   A. The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
   B. The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
   C. All bids shall be good for thirty (30) days from the date of the bid opening.
   D. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed and prevailing wages

7. **Award of Bid:** The Village reserves the right to reject any or all bids or packages and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the organization.
   A. The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
   B. In addition to price, the Village will consider:
      - Ability, capacity and skill to fulfill the contract as specified.
      - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
      - Character, integrity, reputation, judgment, experience and efficiency.
      - Quality of performance on previous contracts.
      - Previous and existing compliance with laws and ordinances relating to the contract.
      - Sufficiency of financial resources.
      - Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
      - Ability to provide future maintenance and service under the contract.
      - Number and scope of conditions attached to the bid/proposal.
      - Record of payments for taxes, licenses or other monies due the Village.

8. **Rejection of Bids:**

A. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village.

C. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.

D. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.

10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

11. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.

If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

CONTRACT

This contract is entered into this _____, by and between the Village of Shorewood (Village) and _____(Contractor).

The entire bid package together with all Exhibits and attachments and following sections apply to all proposals requested and accepted by the Village and become a part of the contract unless otherwise specified in contract documents. The Village assumes that submission of a bid means that the person submitting the bid has familiarized himself with all conditions and intends to comply with them unless noted otherwise.

1. **Definitions:** The definitions set forth in the Bid Packet are incorporated herein.

2. **Conditions:** The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this project and bid. Failure to make such investigation and preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract.

3. **Insurance Requirements:** The Contractor will provide satisfactory proof of insurance naming the Village, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Contractor's or its officers's, agent's, employee's negligence in the performance of services under this Agreement. Contractors certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Village. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the Contractor to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Village to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one.

The limits of liability for the insurance required by this Subsection shall not be less than the following:

Workmen's Compensation Insurance:
All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance	$1,000,000
Contractual Liability Insurance	$1,000,000
Completed Operations Insurance	$ 500,000

Owned, Hired, and Non-Ownership Vehicle, Bodily Injury and Property Damage to the following Limits:

Commercial General Liability	$2,000,000 (each occurrence)
Bodily Injury	$2,000,000 (each person) $2,000,000 (each accident)
Property Damage	$2,000,000 (each accident)
Automobile Liability	$1,000,000 combined single limit (each accident)
Umbrella Liability	$3,000,000 (each occurrence) $3,000,000 (aggregate)

4. **Force Majeure:** Whenever a period of time is provided for in this Agreement for the Contractor or the Village to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is due to a cause beyond its control and without its fault or negligence including, without limitation: a) Acts of nature; b) Acts or failure to act on the part of any governmental authority other than the Village or Contractor, including, but not limited to, enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement; c) Acts or war; d) Acts of civil or military authority; e) Embargoes; f) Work stoppages, strikes, lockouts, or labor disputes; g) Public disorders, civil violence, or disobedience; h) Riots, blockades, sabotage, insurrection, or rebellion; i) Epidemics or pandemics; j) Terrorist acts; k) Fires or explosions; l) Nuclear accidents; m) Earthquakes, floods, hurricanes, tornadoes, or other similar calamities; n) Major environmental disturbances; or o) Vandalism. If a delay is caused by any of the force majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

5. **Liquidated Damages:** Time is of the essence to the contract. Should the Contractor fail to complete the work within the specified time stipulated in the contract or within such

extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the following schedule of deductions, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village.

6. **Contract Term:** The contract will be for approximately two (2) years, beginning on April 1, 2019 and ending on March 31, 2021.

7. **Change Orders:** After contract is awarded, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:
   A. Is not of such a size or nature as to undermine the integrity of the original bidding process; and
   B. Is germane to the original contract; and
   C. Does not exceed twenty percent (20%) of the contracted amount; and
   D. Is approved by the Board of Trustees or by the Village Administrator, or his/her designee for change orders that are not greater than fifteen thousand dollars ($15,000.00).

8. **Compliance with Laws and Regulations:** In addition to the bid and performance bonds set forth above, the contractor must furnish and pay for satisfactory any other security required by law or by the specifications for this particular project. Upon receipt of the performance bond, the Village will return the bid bond to the contractor.
   a) The Contractor must comply with all applicable laws prerequisite to doing business in the state.
   b) The Contractor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
   c) The Contractor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
   d) The Contractor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any

time, must be reported in writing to the Village within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

9. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et *seq.*). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.

10. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing.
    a) If any personnel fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor.

11. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

12. **Governing Law:** This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws of the State of Illinois. Venue for any action related to this Contract will be in the Circuit Court of Will County, Illinois.

13. **Changes in Law:** Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

14. **Time:** The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

15. **Termination:** The Village shall have the right at any time and for any reason (without any penalty) to terminate, in whole or in part, this Contract, provided that the Village shall provide Contractor at least thirty (30) days' prior written notice of such termination whereupon this Agreement shall automatically terminate immediately after the 31st day.

a) When this contract, or any portion hereof, is terminated or cancelled by the Village, and the Contractor released before all items of work included in this contract have been completed, payment may be made be prorated as a percentage of completion of the actual work at contract unit prices, and no claims for loss of anticipated profits or other damages will be made and are hereby waived.

b) Termination of a contract, as stated above, will not relieve the Contractor or his/her surety of the responsibility of replacing defective work or materials.

16. **<u>Additional Items:</u>** The Village and Contractor further agree that

a) **If the Prevailing Wage Act Applies:**

Wage Rate Requirements:

(1) The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.

(2) A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

(3) The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

(4) The Contractor will be required to sign a Wage Rate Requirement Certification.

b) **Prevailing Wage:** Some or all of the work herein may be subject to the provisions of Prevailing Wage Act, 820 ILCS 130/0.01 et.seq., providing for the payment of prevailing rate wages to all laborers, workmen and mechanics engaged on work. The Contractor agrees that, prior to making any payments to its own laborers, workers, or mechanics or to any subcontractor it will determine whether it must legally pay wages in accordance with the Prevailing Wage Act, and if so legally required, pay the then-current prevailing rate of wage as determined by the Illinois Department of Labor and posted at: http//www.state.il.us/agency/idol/.

The Village may at any time inquire of the Contractor as to rates of wages being paid employees of the Contractor, and any subcontractor or material men, whereupon such information shall be promptly provided by the Contractor. The Contractor shall indemnify the Village for any and all violations of the prevailing wage laws and any rules and regulations now and hereafter issued pursuant to said laws.

The Contractor shall insert into each subcontract and into the project specifications for each subcontract a written stipulation requiring all laborers, workers and mechanics performing work under the contract to comply with the Prevailing Wage Act and to require each subcontractor to insert into each lower-tiered contract and into the project specification for each lower tiered subcontract a similar stipulation.

c) **Sexual Harassment:** During the entire term of the contract, Contractor shall have in full force and effect a written Sexual Harassment Policy, which complies with the Illinois Human Rights Act (775- ILCS 5/1-101 et.seq.) including at least the following: 1) a statement on the illegality of sexual harassment; 2) the definition of sexual harassment under Illinois Law; 3) a description of sexual harassment, utilizing examples; 4) an internal complaint process, including penalties; 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission"); 6) directions on how to contact the Department and the Commission; and 7) protection against retaliation as provided by Section 6-101 of the Act.

d) **Drug Free Workplace:** In compliance with Illinois law, The Contractor certifies and agrees that it will provide a drug free workplace by:

1. Publishing a Statement:
2. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
3. Specifying the actions that will be taken against employees for violations of such prohibition.
4. Notifying the employee that, as a condition of employment on such Contract, the employee will:
5. Abide by the terms of the statement; and
6. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
7. Establishing a drug free awareness program to inform employees about:
8. The dangers of drug abuse in the workplace;
9. The Contractor's policy for maintaining a drug free workplace;
10. Available counseling, rehabilitation, or assistance programs; and
11. Penalties imposed for drug violations.
12. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.
13. Notifying the contracting agency within ten (10) days after receiving notice of any violations as listed above.
14. Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
15. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
16. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.
17. The Contractor will be required to sign a Drug Free Workplace Certification.

e) **Substance Abuse Prevention on Public Works Projects:** Before a contractor or subcontractor commences work on a public works project as defined in 820 ILCS 130/2, the contractor or subcontractor shall have in place a written program which meets or exceeds the program requirements in the Substance Abuse Prevention on Public Works Projects Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services. At a minimum, the program shall include all of the following:

1. A minimum requirement of a 9-panel urine drug test plus a test for alcohol. Testing an employee's blood may only be used for post-accident testing, however, blood testing is not mandatory for the employer where a urine test is sufficient.
2. A prohibition against the actions or conditions specified in 820 ILCS 265/10.
3. A requirement that employees performing the work on a public works project submit to pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing. Testing of an employee before commencing work on a public works project is not required if the employee has been participating in a random testing program during the 90 days preceding the date on which the employee commenced work on the public works project.
4. A procedure for notifying an employee who violates 820 ILCS 265/10, who tests positive for the presence of a drug in his or her system, or who refuses to submit to drug or alcohol testing as required under the program that the employee may not perform work on a public works project until the employee meets the conditions specified in subdivisions (2)(A) and (2)(B) of 820 ILCS 265/20.

f) **Non-Collusion:** The Contractor represents that it is not barred from bidding for this contract as a result of a violation of 720 ILCS 5/33E concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts. The Contractor will be required to sign the Non-Collusion Certification.

g) **Ineligible Contractors or Vendors:**

h) Bids received from any listed contractor in response to an invitation for bids shall be entered on the abstract of bids and rejected. Proposals, quotations, or offers received from any listed contractor shall not be evaluated for award or included in the competitive range, nor shall discussions be conducted with a listed offer or during a period of ineligibility. If the period of ineligibility expires or is terminated prior to award, the village may, but is not required to, consider such proposals, quotations, or offers.

The Contract shall comply with the Employment of Public Works Act (30 ILCS 570/0.01), if applicable.

i) **Backgrounds Checks:** All employees who need access to all village buildings must provide a full application with fingerprints at least 7 business days prior to any access to the village buildings being granted. The Chief of Police or his designee is the sole authority for any and all access to the Police Department. Any access can be revoked at any time without any reason.

j) **Confidentiality Statement:** The Contractor agrees to treat as confidential all information which may be derived from or be obtained in the course of this contract or which may come into the possession of the contractor or an employee as a result or in connection with this contract. The Contractor will provide all necessary precautions to ensure that all such information is treated as confidential by the contractor and the contractor's employees. All employees of the Contractor will be required to agree to and sign a confidentiality statement when they come to any facilities owned by the Village of Shorewood where they may see or have access to confidential, personal, and/or business information.

k) **Compliance with Laws and Regulations:** In connection with the performance of the work, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the Contractor.

17. **Indemnity and Hold Harmless Agreement:** To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the Village, their trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of any liability or allegation of liability, against the Indemnitees, or any of them, for damages because of property damage or bodily injury, occupational sickness or disease, including death, resulting therefrom, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contract, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or damage or injury, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes, subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or

property loss to an Indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights.

The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence or to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the Village is otherwise entitled to assert. This provision shall survive completion, expiration, or termination of this Agreement.

If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the Village. In any and all claims against any Indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

15. **Conflicts:** In the event of a conflict between this Contract and any of the other Contract Documents , this Contract shall control .

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

_____

Village of Shorewood Administrator Date

Attest_____ Title_____

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

CONTRACT SIGNATURES

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized agents, this contract in DUPLICATE, each of which shall be deemed original, on the day and year first written.

_____

Village of Shorewood Administrator Date

Attest_____ Title_____

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

CONTRACT SIGNATURES

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_____

Village of Shorewood Administrator Date

Attest_____ Title_____

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

WAGE RATE REQUIREMENTS CERTIFICATION

GENERAL

1. The Contract shall be based upon payment by Contractor and his Subcontractor of wage rates not less than the prevailing hourly wage rate for each classification of worker engaged on the work as determined by the State of Illinois, Department of Labor.

2. The Prevailing Wage Law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

3. A copy of the wage determination shall be posted by the Contractor in a conspicuous place at the site of the work where it can be easily seen by the workers.

4. The Contractor shall maintain certified time sheets and submit to the Village with final invoice.

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

DRUG FREE WORKPLACE CERTIFICATION

In compliance with State of Illinois Compiled Statutes, Chapter 30-580, The Contractor certifies and agrees that it will provide a drug free workplace by:

Publishing a Statement:

A. Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor'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, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

D. Establishing a Drug Free Awareness Program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The Contractor's policy for maintaining a drug free workplace;
   3. Available counseling, rehabilitation, or assistance programs; and
   4. Penalties imposed for drug violations.

E. Providing a copy of the Statement required by subsection (a) to each employee engaged in the performance of the Contract and to post the Statement in a prominent place in the workplace.

F. Notifying the contracting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

G. Imposing a sanction on or requiring the satisfactory participation in a Drug Abuse Assistance or Rehabilitation Program, by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

H. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.

I. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

DRUG FREE WORKPLACE CERTIFICATION

The undersigned affirms, under penalties of perjury, that he/she is authorized to execute this certification on behalf of the designated organization.

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

NON-COLLUSION CERTIFICATION

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

_____
(Printed Name of Contractor)

_____
Address Date

_____
City State Zip Code

_____
Signature of Authorized Representative

_____
Title Date

ELIGIBLE CONTRACTOR AND SUBCONTRACTOR CERTIFICATION

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 1-19-16 of The Village Code regarding ineligible contractors.

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

STATE AND FEDERAL EQUAL OPPORTUNITY EMPLOYER CERTIFICATION

The Undersigned Bidder agrees to comply with all State and Federal Equal Opportunity Employer laws.

_____

(Printed Name of Contractor)

_____

Address Date

_____

City State Zip Code

_____

Signature of Authorized Representative

_____

Title Date

SUBCONTRACTOR LISTING

Provide the name, contact information, and value of work for each and every subcontractor which will be employed on this project.

Subcontractor No. 1

Business Name

Address | Village, State, Zip Code

Telephone Number | Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 2

Business Name

Address | Village, State, Zip Code

Telephone Number | Value of Work Subcontracted

Nature of Work Subcontracted

Subcontractor No. 3

Business Name

Address | Village, State, Zip Code

Telephone Number | Value of Work Subcontracted

Nature of Work Subcontracted

If additional sheets are needed, please make copies.

REFERENCES

General Information, the list below current business references for whom you have performed work similar to that required by this proposal. All respondents must provide five references of buildings of comparable size and traffic within 20 miles of Shorewood. Also provide a minimum of three references for cleaning services provided over the past 12 months. Also, provide the names of Municipal buildings that you currently clean or you have served in the past.

Reference No. 1

Business Name

Address | Village, State, Zip Code

Contact Person | Telephone Number

Dates of Service

Reference No. 2

Business Name

Address | Village, State, Zip Code

Contact Person | Telephone Number

Dates of Service

Reference No. 3

Business Name

Address | Village, State, Zip Code

Contact Person | Telephone Number

Dates of Service

Reference No. 4

Business Name

Address | Village, State, Zip Code

Contact Person | Telephone Number

Dates of Service

Reference No. 5

Business Name

Address | Village, State, Zip Code

Contact Person | Telephone Number

Dates of Service

If additional sheets are needed, please make copies.

BID SHEET

Please fill in the cost per month for the cleaning of all three facilities.
Provide an hourly rate for cleaning after special events.

PRICING FOR ALL FACILTIES:

Year 1

Provide a monthly cost of cleaning all facilities. _____/ month

Provide an hourly rate for additional cleaning after special events _____/ hour

Year 2

Provide a monthly cost of cleaning all facilities. _____/ month

Provide an hourly rate for additional cleaning after special events _____/ hour

_____

(Printed Name of Contractor)

_____

Signature of Authorized Representative Date

CONTRACTOR BID AGREEMENT

TO:

Village of Shorewood
One Towne Center Blvd.
Shorewood, IL 60404

The undersigned bidder, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the Village of Shorewood, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Bidder certifies this bid to be for the project described in the Instruction to Bidders document and to be in accordance with plans, specifications and Contract documents, including the invitation for bids.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the Village within seven (7) days of the cause.

_____
(Printed Name of Contractor)

_____
Address Date

_____
City State Zip Code

_____
Signature of Authorized Representative

_____
Title Date