



Bidders Name: _____

Address: _____

Phone: _____

Email: _____

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

CUSTODIAL SERVICES

**WARRENVILLE PARK DISTRICT
3S260 WARREN AVENUE
WARRENVILLE, IL 60555
(630) 393-7279**

November 27, 2023

CUSTODIAL SERVICES

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ADVERTISEMENT FOR BID

Sealed bids for Custodial Services will be received by the Warrenville Park District at its Recreation Center, 35260 Warren Avenue, Warrenville, Illinois 60555. Bids will be received until exactly 10:00 a.m. Tuesday, December 12th, 2023 and then publicly opened and read. Bids submitted after the closing time will be returned unopened. No oral, telephone, or fax proposals or modifications will be considered.

The proposed work consists of furnishing cleaning materials (except for those provided by the Warrenville Park District), labor (no subcontractors allowed), and equipment necessary to provide custodial services for the Warrenville Recreation Center and Warrenville Community Building for a three-year period.

As of November 17, 2023, Bid Documents are available Monday-Friday 9 a.m. to 4:00 p.m. at the Recreation Center-Administrative Office, 35260 Warren Avenue, Warrenville, Illinois 60555, (630) 393-7279. Bid documents may also be found online at www.warrenvilleparks.org.

There will be a mandatory pre-bid meeting at 2 p.m. on Wednesday, November 29, 2023 at the Warrenville Park District Recreation Center, 35260 Warren Avenue, Warrenville, IL 60555. A walk-through tour of the buildings will be conducted at that time.

Warrenville Park District reserves the right to reject any and/or all bids, to waive any informality, and to accept the bid that is in the best interest of the Warrenville Park District. No bidder may withdraw his proposal after the hour set for the opening thereof, or before award of the contract, unless said award is delayed for a period exceeding sixty (60) calendar days. Bids must be good for 60 days.

INSTRUCTIONS TO BIDDERS

Project Name: Custodial Services

Project Owner: Warrenville Park District
3S260 Warren Avenue
Warrenville, Illinois 60555

Bid Opening: Tuesday, December 12th, 2023
10:00 AM
Warrenville Park District-Administrative Offices
3S260 Warren Avenue
Warrenville, Illinois 60555

Project Scope: Furnish labor, equipment, tools, and cleaning products necessary to provide custodial services at the Warrenville Park District Recreation Center and Warrenville Community Building for a period of 3 years.

Begin Work: Work shall commence January 1, 2024

Completion Date: December 31, 2026

Definitions

Owner or District: Warrenville Park District

Bidder or Contractor: The person, firm or corporation with whom Owner has entered into the agreement.

Contract Documents

The work shall be performed in accordance with the plans and specifications entitled **Custodial Services**

Pre-Bid Meeting

The Superintendent of Parks and Facilities will hold a pre-bid meeting on Wednesday, November 29, 2023 at 2:00 p.m. in the Warrenville Park District Recreation Center Conference Room. Tours will be conducted of the areas which will receive custodial services as outlined in this bid. Questions regarding the bid proposal will be answered at that time. No other tours of the facilities will be given.

Preparation and Submission of Bids

Before submitting proposal, **each bidder shall examine carefully all documents pertaining to the work and attend the Pre-Bid Meeting to visit the sites to verify conditions under which work will be performed.**

Submission of bid will be considered presumptive evidence that the Bidder has visited the site and is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State or Local Codes, State of Labor and Material Markets, and has made do allowance in his bid for all contingencies. Include in bid all costs of labor, material, equipment, allowances, fees, permits, insurance and contingencies, with overhead and profit necessary to perform the work covered by the specifications on which proposal is made without further cost to the Warrenville Park District. **No compensation will be allowed by reason of any difficulties which the Bidder could have discovered or reasonably should have discovered prior to bidding.**

All proposals must be made upon the bid form furnished by the Warrenville Park District included herewith and should give the amounts bids for work, in numbers, and must be signed and acknowledged by the Bidder. The proposal submitted must not contain erasures or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. **The bid form should not be removed from the specification's booklet.**

Award of Contract

The Warrenville Park District will accept or reject bids within sixty (60) calendar days of opening bid date. In addition to pricing, the Park District will weigh such factors as references, quality of work, and service in the awarding of the bid. The Owner may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim, or cause of action by any unsuccessful bidder against the Owner.

Contract and Insurance

The accepted bidder shall enter into a written contract and provide the Owner with the required Certificates of Insurance naming the Warrenville Park District as additional insured within ten (10) calendar days after award of the contract.

Sales Tax Exemption

The Warrenville Park District is a governmental tax-exempt body. Proof of tax-exempt status is available upon request. Taxes should not be reflected in the bid price.

Requirements of Bidder

The Bidder shall be actively engaged in work of the nature of the project described. He/she must be able to show that he/she has adequate laborers, equipment and materials to perform the work as outlined in these specifications.

THE FOLLOWING INFORMATION MUST BE ATTACHED TO THE PROPOSAL FORM. FAILURE TO COMPLETE THE FORMS FOUND IN THIS BID DOCUMENT WILL RESULT IN DISQUALIFICATION OF THE BIDDER.

1. Contractor's Bid – Document which indicates annual bid amount for each of three years for custodial services performed as per specifications.
2. List three cleaning services projects your organization has in progress, giving the company name, contact person, phone number, project description, and size of project on form provided in the bid specifications.
3. List all names your company has done business under in the past 5 years.
4. State if you have ever been terminated by a governmental organization and if so, why.
5. Certify that your company is a drug free workplace.
6. Execute the affidavit of compliance regarding fair employment practices.
7. Written Sexual Harassment Certification
8. Contractor Certification
9. Agreement

Non-Discrimination

During the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 50), and relevant orders of the Secretary of Labor.

GENERAL REQUIREMENTS

Definitions

- A. Contractor or Bidder – The person, firm or corporation with whom Owner has entered into the Agreement.
- B. Owner or District - The Warrenville Park District
- C. Contract Documents – The following documents shall constitute the contract documents:
 - 1. Advertisement for Bid
 - 2. Instructions to Bidders
 - 3. General Requirements
 - 4. Bid Form and accompanying References
 - 5. Performance Specifications
 - 6. Contractor’s Drug Free Workplace Certification
 - 7. Affidavit of Compliance - Fair Employment Practices
 - 8. Written Sexual Harassment Certification
 - 9. Contractor Certification
 - 10. Signed Agreement

Insurance Requirements

Company shall obtain insurance of the types and in the amounts listed below, along with the certificate of insurance naming the Warrenville Park District (“the District”) as additional insured from you (“the Contractor”).

A. Commercial General and Umbrella Liability Insurance

Company shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the District. Any insurance or self-insurance maintained by District shall be excess of Company’s insurance and shall not contribute to it.

B. Professional Liability Insurance

Company shall maintain professional liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each wrongful act arising out of the performance or failure to perform professional services.

C. Business Auto and Umbrella Liability Insurance

If applicable, Company shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance

Company shall maintain workers compensation and employers' liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Company waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Company's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Company shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Company's obligation to maintain such insurance.

District shall have the right, but not the obligation of prohibiting a Company from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Contract at District's option.

Company shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Company's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Company may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

5. Indemnification

Company shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from

the performance of the Company's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use there from, and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

Contractor and/or Employees

- A. The Contractor shall maintain policies of employment as follows: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, sex, national origin or age. Such action shall include but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the policies of non-discrimination.
- B. The Contractor shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age. Contractor shall also and in addition to the provision set out in this Section XIX, remain in compliance with Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.) and the Illinois Human Rights Act Article II Employment (775 ILCS 5/2-101 et seq.).
- C. All Contracts for work herein are subject to the provisions of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission.
- D. Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contract must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:
 - 1. a statement of 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 resource, 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 Rights Act
- E. The Contractor understands, represents and warrants to the Park District that Contractor are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the Work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Park District in canceling this Contract shall not be construed as, and does not constitute, Park District's consent to such violation and a waiver of any rights the Park District may have, including without limitation, cancellation of Contract.

Subcontractors

The contractor shall perform all work using workers employed by his/her company. **NO SUBCONTRACTORS ARE ALLOWED TO PERFORM WORK UNDER THIS CONTRACT.**

Materials/Supplies and Workmanship

All materials/supplies shall conform to the requirements of the Contract Documents. All materials/supplies are subject to approval by the Owner both before and after incorporation into the contract. All labor shall be supplied in order to perform the custodial cleaning services as described in the specifications.

Maintenance Observation

The Superintendent of Parks and Facilities (Superintendent) shall observe the work on behalf of the Warrenville Park District and will provide general assistance insofar as proper interpretation of the Contract Documents is affected. The Superintendent shall not be responsible for the acts of omission of the Contractor's employees.

All materials/supplies used by the Contractor shall be subject to the observation of the Warrenville Park District's Superintendent of Parks and Facilities (Superintendent). The Contractor shall furnish such samples of materials for examination and tests as may be requested by the Superintendent and shall furnish information required concerning the nature or source of any materials or equipment which he proposes to use. Any material, equipment, or work which does not satisfactorily meet the Contract Documents may be rejected by the Superintendent. All rejected materials, equipment, or work shall be promptly removed and replaced at the Contractor's expense.

Laws and Certification

The Contractor shall at all times observe and comply with all Federal, State and Local laws, regulations and ordinances which in any manner affect the conduct of the work. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner to liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions. All workmanship and materials shall conform and comply with the requirements of the building ordinances and rules and regulations of all departments and bureaus of the county, city and state having lawful jurisdiction, all of which are hereby made a part of these specifications.

Change Orders

Changes to facilitate cleaning in the best interest of the Owner may be made by the Warrenville Park District's Superintendent, with the understanding of both parties that no change in contract price is involved. Where proposed changes involve a modification to the contract sum, the contract time, or material change in the work a written change order shall be prepared by the Contractor and approved by the Warrenville Park District's Executive Director prior to any change taking place.

Payment

Payment will be made on a monthly basis for work performed based on Park District Financial Policies and Procedures.

Contractor Responsibilities

The Contractor shall furnish and pay for all labor, supervision, materials/supplies, equipment, and services necessary for the proper execution of the work required. The Contractor shall employ competent employees, and shall discharge, at the request of the Park District any incompetent, unfaithful, abusive or disorderly workers in his/her employ.

Violation of Contract Provisions

If the Contractor shall abandon the work under his/her contract; or if he/she shall fail to perform the work of the contract in the time herein specified; or if he/she shall fail financially or from any other cause whatsoever shall be unable to carry out said contract and complete said work, or if he/she shall assign the contract; or if he/she shall lose control of said work for any cause whatsoever, except by act of God, the United States Government or the public enemy; or if he/she refuses or neglects to follow instructions of the Park District, or if, in the opinion of the Park District, any one of the following conditions exists: (1) the Contractor refuses or

neglects to use measures to protect said work from damage, or (2) the Contractor is guilty of carelessness or incompetence in the execution of said work, or (3) the said work has been or is being delayed by the Contractor, or (4) the rate of progress is not such as to insure the completion of the work within the time specified, or (5) the said work is unnecessarily or unreasonably delayed, or (6) the Contractor is willfully or persistently violating any of the conditions or covenants of this contract, or (7) the Contractor is not fulfilling the said contract in good faith; then at such time and upon certification by the Park District in cases where the Park District's opinion is required, said Owner may proceed to terminate said contract.

Communication of Work Performance /Penalty

The Park District Superintendent of Parks and Facilities will inspect the premises to confirm all work herein specified is satisfactorily completed after each scheduled work time. **If any work completed does not consistently meet the standards of the Superintendent or if the Contractor fails to perform tasks as stated in the contract documents, the Superintendent will notify Contractor within 24 hours of non-performance.** A penalty may be imposed for work not performed or not meeting the standards of the specifications. In the event that the Superintendent finds it necessary to exercise the aforementioned charge, the Contractor will be provided with notice of the unsatisfactory work and charge, and the charges will be deducted from the next monthly payment.

Owner's Right to Terminated Contract

If the Contractor shall in the judgment of the Park District, be unable to carry on the work satisfactorily, or if the Contractor shall violate any of the provisions of this contract, the Owner may serve written notice upon the Contractor of intention to terminate such contract, such notice to contain the reasons for such intention to terminate the contract, and if within ten days after the service of such notice the Contractor has not proceeded to carry on the work in accordance with this contract and to the satisfaction of the Park District, this contract shall cease and terminate and the Owner shall have the right to take over their work and prosecute the same to completion by contract for the account and at the expense of the Contractor; and Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby.

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or equipment, if he/she should fail to make prompt payment to employees, or for materials and labor, or persistently disregard laws, ordinances or the instructions of the Owner or otherwise be guilty of a substantial violation of any provision of the contract, the Owner then may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the contract and complete the work by whatever method he/she may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract expense shall exceed such unpaid balances, the Contractor shall pay the difference to the Owner.

Maintenance of Conditions

The Contractor must maintain all areas where custodial maintenance services are provided in a neat, clean, attractive and safe condition. It is recognized that, in the process of cleaning, the Contractor may be required to move things, such as furniture. Unless specified by the Superintendent, the Contractor shall not change general room arrangements. All items shall generally be replaced where they were situated prior to the required cleaning.

Contractor's Representative

Contractor shall, at all times, utilize competent employees, who are at least 18 years of age, to perform the specified work. Contractor shall provide a competent site supervisor who possesses good command of the English language (speaking, reading, and writing) at all times when the Contractor is providing work. The name of each site supervisor and work crew members shall be provided to the Owner in writing, complete with phone number for Park District use in the event of emergency situations. The site supervisor shall be authorized to act on behalf of the Contractor and to supervise the work in a manner that will comply with all requirements of the specifications by the Owner. At all times, Contractor will maintain such control over the activities of its employees to insure proper performance of the work. ***NOTE: At no time shall the Contractor's employees allow any unauthorized persons on the job site (includes family members, children, friends, etc.).***

Contractor's Equipment and Supplies

The Contractor agrees to furnish and pay necessary expenses for all tools, equipment, and cleaning materials in connection with the custodial services described in the specifications. This includes but not limited to towels, sponges, dust mops, wet mops, wringers buckets, brooms, cleaning products, floor care products, vacuum cleaners, and any other supplies necessary to complete the job function, except for those products/supplies furnished by the Owner as indicated in the section marked "Owner's Supplies". All products must be designated as "green cleaning supplies". The contractor, prior to beginning work, must provide a list of the supplies his/her company will be using to the Superintendent of Parks and Facilities. The contractor must provide the Owner with a complete set of OSHA Approved Safety Data Sheets of all products, which the Contractor intends to use in the buildings to accomplish the work and complete this contract. Contractor's name should be clearly marked on all tools and equipment owned by the Contractor.

The Contractor shall store cleaning chemicals in their original containers. At no time shall Contractor's chemicals be stored in unmarked bottles or jars. .

The Park District will provide custodial closets for the Contractor to store cleaning supplies, tools and equipment. The closets must be kept neat, clean and orderly.

Owner's Supplies

The Warrenville Park District is responsible for providing toilet paper, paper towels (for refill of paper towel holders only; **paper towels are not to be used to clean the building and fixtures**), plastic bags, shower curtains, deodorant blocks, shower soap and hand soap for use in Park District buildings. These supplies will not be removed from the buildings. The Contractor will notify the Park District if and when supplies at a certain location are low. As property of the Warrenville Park District, supplies missing or taken from the building will be treated as theft. Those involved, including management will be subject to prosecution and the contract may be terminated.

Walk-Through/Reports/ Review

Mandatory monthly visits between the contractor and the Park District's Superintendent of Parks and Facilities will take place to inspect facilities and to review the work.

Keys and Door Codes

The Owner will issue building keys and door codes to the Contractor. A key inventory list will be maintained by Owner, and the Contractor will sign a receipt for all keys issued. **The Contractor is responsible for any and all costs associated with reordering and/or rekeying the building to which keys are lost.**

Trash Removal and Recycling

Trash shall be removed from buildings each night. Trash shall be bagged and placed in dumpsters located outside the buildings. Refuse collected in recycling containers must be placed in appropriate containers.

Notification

The Contractor will notify the Owner of any observed irregularities either by e-mail, phone, or fax as soon as possible (i.e., defective plumbing, missing equipment, unlocked doors, lights left on).

Hours of Work, 7 Days a Week

General Hours

Monday through Friday: After 9:00 PM for both facilities

Saturday and Sunday: After 7:00 PM for both facilities

Please note that the schedule may change slightly, based upon the Park District's Monthly Schedule. The Monthly Schedule will be given to the contractor no later than the first working day of each month.

No cleaning will be needed on the following holidays: December 25, and January 1

Security

Park buildings are monitored by video surveillance cameras and reviewed on a regular basis. The Owner has the right to review tapes to determine if contractor's workers are performing specified cleaning services.

The building must be locked, secured by cleaning personnel when leaving the building unoccupied. The Park District will provide alarm service training to the Contractor. Under no conditions shall any doors be propped open at any time.

The Contractor is responsible for all damages that results from the building being left unlocked. The Contractor is responsible for charges resulting from cleaning crews setting off the alarm system. The Contractor will be charged for each false alarm caused by their workers if the Park District receives a bill for the false alarm. The Warrenville Park District will deduct money from the Contractor's monthly payment and use this charge to pay the penalty/fine issued by the governing body.

PERFORMANCE SPECIFICATIONS

The work described in the specifications shall consist of the provision of supplies, tools, equipment and labor necessary to provide the following custodial services as listed below. The Warrenville Park District will provide supplies as listed under "Owner's Supplies". All other cleaning supplies and products must be provided by the bidder. The bidder shall provide enough manpower to complete work as described in the specifications.

The contractor shall include in his/her bid sufficient manpower to complete all cleaning services listed in these specifications for the Warrenville Park District's Recreation Center and the Warrenville Community Building. Each bid must be based on completing all specified work regardless of the time needed to complete the work.

Warrenville Recreation Center Square Footage

3S260 Warren Avenue, Warrenville, IL

<u>Lower Level</u>		<u>Main Level</u>		<u>Upper Level</u>	
Vestibule	148	Lobby/Entrance	117	Fitness/Warm Up Area	1700
Elevator	60	Offices	751	Control Area	150
Offices	345	Men's Restroom	106	Open Stair	156
Open Stair	196	Women's Bathroom	106	Stair	171
Control Desk	170	Multi-Purpose Rm.	00	Corridor	578
Work/Break Rm.	256	Kitchen	102	Dance/Aerobics	940
Corridor	1009	Lounge	160	Run/Walking Track	3356
Women's Locker Rm	488				
Men's Locker Rm	497				
Gymnasium	8780				
Bleachers	250 LF				
Lobby/Entrance	200				
Women's Restroom	137				
Men's Restroom	137				
Meeting Room	263				
Multi-Purpose Room	552				
Pre-school Room	705				
Children's Restroom	30				

The following rooms are excluded from the Warrenville Park District custodial services contract:

104A, 104B, 106, 109, 111, 302, Storage for supplies to be used by the contractor will be located in Rooms 105, and 110C. The contractor is responsible for cleanliness and organization of these storage rooms.

Warrenville Community Building Square Footage

3S240 Warren Avenue, Warrenville, IL

<u>Lower Level</u>		<u>Main Floor</u>		<u>Upper Level</u>	
Vestibule	164	Gym	3180	Offices	369
Activity Room	1848	Offices	325	Conference Room	198
Warming Room	307	Restroom	42	Restroom	42
Studio	954				
Corridors	372				
Restrooms	336				

The following rooms are excluded from the custodial service contract: Park District staff will clean and maintain these rooms/areas. This includes Gym Storage Rooms 203, 205; Upper Level Storage 301, 305, and; Lower Level Storage 112.

Custodial Services to be performed at the Warrenville Recreation Center and the Warrenville Community Building

DAILY SERVICES: (7 days a week)

Common Areas – Entrance hallways, Reception Area, Offices, Conference Rooms, Lunch Rooms, and Interior Hallways

- Dust cleared surfaces of desks, tables, file cabinets, and all permanent office furnishings
- Empty all trash receptacles, outside trash cans, and remove to garbage dumpster
- Vacuum all carpeted areas and floor mats. Remove stains, chewing gum, tar if needed
- Clean all entrance windows and interior windows and mirrors
- Clean and polish all drinking fountains
- Dust mop all hard surface floors
- Clean and disinfect all hard surface floors
- Spot clean and dust walls if necessary

Restrooms and Locker Rooms:

- Clean and disinfect all toilets, urinals, sinks, and countertops within the locker rooms and bathrooms
- Empty trash receptacles, remove fingerprints and wash if necessary
- Clean and polish mirrors and fixtures
- Fill soap dispensers
- Fill toilet paper holders
- Fill paper hand towel dispensers
- Clean all shower stalls
- Dust mop all hard surface floors
- Clean and disinfect all hard surface floors

Gym and Running Track

- Dust mop gym floors and running track
- Wet mop gym floors and running track
- Clean and Disinfect hand rails
- Clean windows
- Clean Bleacher seating

Stairwells

- Remove trash and debris
- Sweep stairs and landing
- Damp mop stairs and landings
- Clean walls

WEEKLY SERVICES:

- Wipe down telephone handsets
- Dust window sills
- Spot clean doors and switch plates to remove fingerprints
- Wash glass and door
- Remove dust and lint from upholstered furniture

MONTHLY SERVICES:

- Wipe down bathroom partitions with disinfectant cleaner
- Dust ceiling vents, diffusers, light fixtures, and vending machines
- Dust window blinds
- Scrub ceramic and washrooms floors

Daily cleaning services for the following rooms required for only 5 days a week (in lieu of 7 days a week):

Recreation Center Offices:

Administrative Offices – 201, 202, 203, 204
Upper Level Mail/Work Room
Superintendent of Recreation Office - 102
Recreation Supervisor Office 103
Registration/Administrative Services Manager Office
Registration Office

Warrenville Community Building:

Main Level Vestibule
All Upper Level Offices - 302, 304, 305
Upper Level Hallway
Upper Level Conference Room - 303

Contractors Bid Custodial Services

Having examined the Contract Documents and having thoroughly examined the sites and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for cleaning buildings in accordance with the Contract Documents, within the time set forth therein and at the prices included herewith.

The undersigned agrees to execute a Contract for this work and present the same to the Owner within ten (10) days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work not later than October 1, 2013 and execution and approval of the Contract unless otherwise provided, and will diligently prosecute the work in such a manner and with such materials, equipment, and labor as will ensure its completion within the time limit specified herein,

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids and it is agreed that this Bid may not be withdrawn during the period of sixty (60) days. The Bidder agrees to perform all the work described in the Contract Documents for the following price. (All substitutions or deviations from the specifications must be noted).

Total Bid —Custodial Services for a three-year period

Annual bid amounts:

1st Year (January 1, 2024 – December 31, 2024) \$ _____

2nd Year (January 1, 2025– December 31, 2025) \$ _____

3rd Year (January 1, 2026– December 31, 2026) \$ \$ _____

Alternates or deviations from specifications (use additional paper if necessary): _____

[illegible]

Bidder hereby certifies:

- a. That this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- b. That he/she has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- c. That he/she has not solicited or induced any person, firm, or corporation to refrain from Bidding.
- d. That he/she has not sought by collusion or otherwise to obtain for himself any advantage over any other Bidder or over the Owner.

Firm Name: _____

Address: _____

Phone Number: _____

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

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

(Notary Public) _____

List three custodial service projects your organization has in progress. Failure to complete this section will result in rejection of your bid.

1. Company Name: _____
Contact Person: _____ Phone: _____
Project Description: _____
Size of Project: _____

2. Company Name: _____
Contact Person: _____ Phone: _____
Project Description: _____
Size of Project: _____

3. Company Name: _____
Contact Person: _____ Phone: _____
Project Description: _____
Size of Project: _____

List two additional cleaning sites (other than the three listed above) your organization has performed custodial services for in the past five years which are comparable in scope and size. Failure to complete this section will result in rejection of your bid.

1. Company Name: _____
Contact Person: _____ Phone: _____
Project Description: _____
Size of Project: _____

2. Company Name: _____
Contact Person: _____ Phone: _____
Project Description: _____
Size of Project: _____

State the number of years your company has been providing custodial services _____

List all names your company has done business under in the past ten years. If same, please note. **Failure to complete this section will result in rejection of your bid.**

Have you ever been terminated by a municipality, park district, library, or other governmental unit?

☐ YES ☐ NO

If so, why?

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill.Rev.Stat. Ch 127 Para. 132.311 et. seq. ("Drug-Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace.**
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.**
- (3) Notifying the employee that, as a condition of employment on such contract, the employee will:**
 - i. Abide by the terms of the statement; and**
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.**

(b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;**
- (2) The contractor's policy of maintaining a drug free workplace;**
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and**
- (4) The penalties that may be imposed upon employees for drug violations.**

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

DRUG FREE WORKPLACE CERTIFICATION
PAGE TWO

(d) Notifying Warrenville Park District within 10 day after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

(e) 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 Illinois Rev Statutes. Ch 127 Para. 132.315.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in Ill.Rev.Stat. Ch. 127 Para. 132.316.

Contractor:

Name of Company

Signature

Title

ATTEST:

DATE:

FAIR EMPLOYMENT PRACTICES

AFFIDAVIT OF COMPLIANCE

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS CAN BE ACCEPTED BY THE BOARD OF COMMISSIONERS OF THE WARRENVILLE PARK DISTRICT UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

_____, being first duly
(Name of person making the affidavit)

sworn, deposes and says that he is the _____
(Title or office)

of _____, and that he has
authority to make the following affidavit: that he has knowledge of the Fair Employment Practices Act
and knows and understands the contents thereof; that he certifies hereby that his/her company is an
"equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United
States Code Annotated and Federal Executive Orders # 11246 and # 11375 which are incorporated
herein by reference.

Signature and Title

Date

SUBSCRIBED and sworn to before me this _____ day of 20 _____

Notary Public: _____

WRITTEN SEXUAL HARASSMENT CERTIFICATION

The undersigned hereby represents and certifies to the WARRENVILLE PARK DISTRICT, DuPage County, Illinois, that it has adopted a written harassment policy which complies with the requirements of Section 2-105(A)(4) of the Illinois Human Rights Act [775 ILCS 5/2-105(a)4].

Dated at _____ this _____ day of _____, 2019.

Contractor Name

By: _____
It's President

WPD-SEX HARASSMT-CONTRACTOR

CONTRACTOR'S CERTIFICATION

In Compliance 720 ILCS 5/33E-11:

_____, a(n) _____
Print name of Contractor Individual, Partnership, Corporation

As part of his bid on the above-sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced contract as a result of a violation of either Section 33E-3 Bid-rigging or 33E-4 Bid-stating of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1, *et. seq.*, as amended.

Contractor

By: _____

Title: _____

Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: _____ Notary Public: _____

AGREEMENT
WARRENVILLE PARK DISTRICT
CUSTODIAL SERVICES

This Agreement, made and concluded this _____ day of _____, 20____ between the Warrenville Park District, party of the first part hereinafter referred to as the Owner, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part, hereinafter referred to as the Contractor.

WITNESSETH: That for and in consideration of the payments and agreement mentioned in the Proposal hereto attached, the Contractor agrees with said Owner to, furnish all materials/supplies, tools, equipment and all labor necessary to complete the work in accordance with the Contract Documents hereinafter described and in full compliance with all of the specifications of this agreement.

And it is also understood the Contract Documents as defined in the General Requirement are all essential documents of this Contract and are part thereof

In witness thereof, the said parties have executed this agreement on the date above mentioned.

WARRENVILLE PARK DISTRICT (OWNER)

(SEAL)

By: _____ **Attest:** _____

Name: _____ **Name:** _____

Title: _____ **Title:** _____

Contractor: _____

(SEAL)

By: _____ **Attest:** _____

Name: _____ **Name:** _____

Title: _____ **Title:** _____