



INVITATION TO BID

The Board of Park Commissioners of the Arlington Heights Park District, Arlington Heights, Illinois, invites bids for **Janitorial Services For The Arlington Ridge Center** for the Arlington Heights Park District. Sealed proposals will be received until **1:00 PM on March 31, 2020** at the Arlington Heights Park District office at 410 N. Arlington Heights Road, Arlington Heights, Illinois. A public opening will take place at **1:00 PM on March 31, 2020** at the Park District office at 410 N. Arlington Heights Rd. The Bid may be awarded at the Park Board Meeting on **April 14, 2020** at 7:00 p.m. at the Administration Center, 410 N. Arlington Heights Rd., Arlington Heights, Illinois 60004.

Copies of documents required for bidding can be downloaded from our website: <https://www.ahpd.org/capital-improvements/rfps-and-bids/>.

All bidders must submit a Bid Bond or Cashier's or Certified Check for 10% of the total contract amount with their bid form.

There is a (non-mandatory) pre-bid meeting on **March 18, 2020 at 9:30 AM at Arlington Ridge Center, 660 N. Ridge Ave., Arlington Hts. IL 60004.**

Bidders must note:

1. Bids must be submitted in sealed envelopes, and plainly marked "**BID: JANITORIAL SERVICES**" and have the bidder's company name indicated on the face of the envelope.
2. Bids shall be submitted only on the bid form provided. The bid form must be completed in full and all total prices must include all work as stated in the specifications.
3. All bids submitted will be considered firm for a period of 60 days from the bid opening date.
4. All bidders are required to demonstrate to the satisfaction of the Park District, that they are capable and able to complete the work as required in the specifications. Each bidder shall submit with his bid, proof that he satisfactorily performed work of a similar nature to that specified within the preceding two years, together with the locations and the names of the responsible individuals in charge of such projects.

Proposals are to be enclosed in a sealed envelope addressed to: Arlington Heights Park District, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004, **Attention: Bid Dept.** and marked on the outside "**BID: JANITORIAL SERVICES**".

The Board of Park Commissioners of the Arlington Heights Park District reserves the right to waive any irregularities and to accept or reject any proposal.

By Order Of: Board of Park Commissioners
Arlington Heights Park District

Date: March 11, 2020

Bid Documents For: Janitorial Services For The Arlington Ridge Center

Project: The scope of work involves furnishing all of the required labor, materials, equipment, implements, parts and supplies necessary for, or appurtenant to, provision and installation of **Janitorial Services For The Arlington Ridge Center**, in accordance herewith and in accordance with the plans, specifications and drawings dated **March 11, 2020** and any authorized change orders which have been signed by both parties hereto, and which are hereby incorporated herein by reference.

Location: **Arlington Ridge Center**
660 N. Ridge Ave.
Arlington Hts., IL 60004

Owner: Arlington Heights Park District
410 N. Arlington Heights Road
Arlington Heights, IL 60004
(847) 577-3000

Contact Person: **Jennifer Rogers, Supt. Of Parks- Trades 847-506-4060**

Bid Opening: All bids are due no later than **1:00 PM** on **March 31, 2020** at 410 N. Arlington Heights Rd., Arlington Heights, IL 60004. Bids shall be submitted in sealed envelopes, plainly marked, "Bid": **Janitorial Services For The Arlington Ridge Center - Attn: Bid Dept"**



BID FORM

**ARLINGTON HEIGHTS PARK DISTRICT
410 N. ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, IL 60004
(847) 577-3000**

March 11, 2020
DATED

March 31, 2020
BID OPENING DATE

4/30/2021
FINAL COMPLETION DATE

Sealed bids will be received by the Arlington Heights Park District until **1:00 PM** on **March 31, 2020** and then publicly opened for furnishing the following supplies and/or services to be delivered in accordance with the following instructions:

Bid Opening at: Arlington Heights Park District Administration Center
410 N. Arlington Heights Road
Arlington Heights, IL 60004

The Contractor shall commence work no later than **May 1, 2020**, and perform all work on a regular full-time basis during weekdays until final completion, and shall so schedule the work so that the project is complete and ready no later than **April 30, 2021**.

The bidder hereby acknowledges receipt of the following addenda, if any, distributed by the Arlington Heights Park District .

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

TOTAL BASE BID FOR "Janitorial Services For The Arlington Ridge Center" PROJECT

\$ _____

(IN WORDS) \$ _____.

DELIVERY OF SERVICES TO: Arlington Ridge Center 660 N. Ridge Ave. Arl. Hts., IL 60004

LIST OF SUBCONTRACTORS

The subcontractors listed below will be involved in this Contract work in the assignments listed. Any deviation from this list must be requested in writing one week prior to the start of the work involved.

Name of Subcontractor

Work Assignment

REFERENCES:

List three clients for reference checks. Bidder must have completed work of a similar nature for these clients within the last two years.

Company Name **Contact Person** **Phone Number**

- 1. _____
- 2. _____
- 3. _____

LAST EIGHT COMPLETED PROJECTS

Company Name **Contact Person** **Phone Number**

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____

In compliance with the invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within 60 days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item.

Date: _____

(Please Print)

Name of Bidder _____

Address

Phone Number

Authorized Signature

Name and Title

SPECIFICATIONS FOR
Janitorial Services For The Arlington Ridge Center
ARLINGTON HEIGHTS PARK DISTRICT
ARLINGTON HEIGHTS, ILLINOIS

I SCOPE OF WORK

The work to be performed shall include:

Provide janitorial services per specifications.

SEE ATTACHED SPECIFICATIONS

Any alterations or modifications of the work herein specified shall be made only by written agreement between the Bidder and the Park District, and shall be made prior to commencement of any such alterations or modifications. No claims for any extra work or materials will be allowed unless covered by written agreement.

**All bids submitted will be considered firm for a period of 60 days from
the bid opening date.**

SPECIFICATIONS FOR JANITORIAL SERVICES
May 1, 2020- April 30, 2023

SCOPE

It is the intent of this contract bid to secure Janitorial Services for specific areas of the Arlington Heights Park District, Arlington Heights, Illinois, 60004.

GENERAL BASE SERVICES

After hours janitorial Services are to be provided at the facility outlined below, per attached detailed specifications, holidays included (with the exception of Christmas, Thanksgiving, and Easter when the facility is closed), fifty-two (52) weeks per year unless otherwise noted. Service shall begin on May 1, 2020 and run through April 30, 2023.

Pre- Bid Meeting Information

There will be a **one-time** site examination and pre-bid meeting at Arlington Ridge Center, 660 N. Ridge Avenue, Arlington Heights, IL 60004, on March 18, 2020 at 9:30 am. Please do not enter the facilities other than on the scheduled day and time of the pre-bid meeting. Please be sure to read the specifications and the instructions to bidders carefully.

GENERAL EXPECTATIONS:

1. A minimum of one member of the cleaning crew must have proficient communication skills (both written and oral) in English in order to communicate effectively with the Park District representative and staff on site. The name of the foreman or supervisor of the Contractor cleaning crew shall be provided to the Park District in writing, complete with a phone number for the Park District to use in the event of an emergency situation.
2. Members of the cleaning crew must wear identification at all times when on Park District property.
3. The cleaning crew will receive keys to the facility. These keys are not to be shared or duplicated. The crew must report lost or stolen keys within 12 hours.
4. All paper products, soap refills, trash can liners, cleaning products, and related equipment such as vacuums and mopping accessories will be provided by owner.
5. If there is a product or tool that the service wishes to use instead of utilizing Park District resources, they will be required to supply information on the alternative product or tool to the Park District for approval prior to use in the facility.
6. Service should stock all toilet paper and soap nightly. Toilet paper dispensers have 2 jumbo rolls. Only replace rolls when it is empty. Soap should be replaced when the bottle is less than a quarter full. Do not throw away bottles of soap that are not empty. Leave bottles with soap still in them in the custodian closet for other use.
7. All mops should be rinsed out nightly and left to dry. Clean mop water should be used nightly.

8. All trash and recyclables collected shall be placed into the appropriate waste container outside the building or recyclable container inside. Replace the bag if it smells or something liquid or food was disposed of in the container.
9. The crew should not go into cabinets, closets, desks, drawers, or any storage areas that they have not been authorized to enter.
10. All custodian closets are to be kept locked, properly secured, and in a neat, organized manner. All sinks must be kept clean and mop heads rinsed thoroughly after each use.
11. Any mechanical problems, damage to equipment, or damage within the facility must be reported to the Park District representative immediately.
12. The cleaning crews will be responsible for properly securing the facility as per the instructions of the owner. This shall include locking and securing both inside doors to classrooms and offices and outside doors to the facility, and turning off all lights in the facility when departing at the end of cleaning.
13. No cleaning service personnel are allowed to use the facility without a paid membership or daily fee, or after the facility is closed for any reason.
14. Contractor's representative must outline in writing to the Park District what hours the cleaning crew will be in the facilities.
15. All problems (defects in service) and complaints must be remedied within 48 hours unless other arrangements are made. The Contractor's representative will be notified by phone of such problems. At the request of the Park District, the Contractor will remove from the performance of the janitorial services at the Park District any employee of the Contractor who is incompetent, discourteous, reckless, destructive or repeatedly fails to abide by the janitorial staff service rules or specifications of the Contract. Inconsistent service, when identified by the Park District, will require a change in the cleaning crew.
16. \$35.00 per hour will be deducted from the monthly invoice for non-compliance of contractual duties that are subsequently completed by Park District staff.
17. If the defect is not satisfactorily addressed in a timely manner, as determined by the Park District, the Park District shall notify the Contractor in writing of impending termination of contract in thirty calendar days from date of original notification of defect in service.
18. Contractor's representative will meet with the Park District representative, at a minimum, on a monthly basis to discuss problems, complaints, and areas in need of attention.
19. From time to time as the parties may agree, the amount to be paid to the Contractor may be increased or decreased to reflect an increase or decrease in the areas of space serviced and the kind, amount or frequency of service to be rendered. Such modifications shall be binding only if in writing and signed by both parties and attached hereto.
20. The term of this contract shall be for (3) three years commencing on May 1, 2020 and expiring April 30, 2023 unless otherwise terminated by the Contractor with no less than ninety (90) days notice or by the Park District giving no less than thirty (30) days notice of cancellation by certified mail, unless the termination is the result of a defect in service as outlined above, where the termination shall be in thirty (30) calendar days from date of original notification of defect in service. In the event of a blatant disregard for the specifications, contract, and/or an incident involving the safety of patrons, employees, or the cleaning crew, the Park District will conduct an investigation into the incident and the contract may be terminated immediately.

There are 5 components to the Janitorial Services Bid to be bid separately as outlined below.

1. Base Bid- Cleaning on Friday and Saturday nights (2 nights per week)
2. Alternate Bid- Cleaning 7 nights per week
3. Elective Services- Day Porter Service Monday-Sunday (7 days per week)
4. Elective Services- Cleaning per week, Sunday through Thursday nights (5 nights per week)
5. Elective Services- Cleaning per night, Sunday through Thursday nights

The Park District reserves the right to award a contract for only a portion of the bid work. The Park District reserves the right to accept each component as a contract independent of the others in order to receive the most financial benefit and quality service in cleaning of the facility as outlined in the specifications.

SPECIFIED SERVICES FOR ARLINGTON RIDGE CENTER, 660 N. Ridge Ave., Arlington Heights, IL 60004.

Areas to be cleaned are approximately 68,972 square feet.

BASE BID INFORMATION-Cleaning on Friday & Saturday nights (2 nights per week)

Service is to be done between 10 pm when the facility closes and 5 am. Operating hours are subject to change due to rentals, holidays, etc.

AREAS TO BE CLEANED UNDER THIS CONTRACT ARE AS FOLLOWS:

1. Lobby men's washroom
2. Lobby women's washroom
3. Men's pool locker room
4. Women's pool locker room
5. Family changing rooms
6. Second floor men's locker room
7. Second floor women's locker room
8. Basement men's washrooms
9. Basement women's washrooms
10. 2 single use washrooms in the basement
11. 2 single use washrooms on main floor
12. Gym
13. Childcare/baby sitting room
14. Walking Track
15. Fitness Center and fitness center reception desk
16. 2 fitness studios
17. Pool side party room
18. Common areas- entry vestibules, hallways, waiting areas, front desk, main stairway
19. Basement meeting room

The cleaning service will **not** have any responsibilities for offices, pool maintenance, pool decks, or pool mechanical areas.

TASKS TO BE PERFORMED ON A DAILY BASIS:

Locker rooms/washrooms

1. Stock toilet tissue and hand soap.
2. Floors: Swept, dust mopped, and wet mopped. There must be no standing water left on the floor. Floor drains should be cleaned of debris and hair.
3. Mirrors: Fingerprints, smudges, and water spots removed.
4. All toilets and urinals cleaned with toilet bowl cleaner and toilet brush.
5. All sinks, fixtures, and countertops cleaned and disinfected.
6. All showers and fixtures cleaned and disinfected. Clean shower walls and shower floors to remove water spots, soap build up, mold, and mildew as needed.
7. Washroom partitions dusted and spot cleaned.
8. Wipe down walls beneath hand dryers.
9. Spot clean all walls to remove visible stains, smudges, etc.
10. Remove all trash, replace bags, and remove trash to dumpster using a trash can on wheels.
11. Disinfect all benches.
12. Thoroughly clean and disinfect all changing tables and baby changing stations.
13. Wipe and clean all lockers including fronts, tops, sides, and insides.

Gym

1. Empty all trash and recycling.
2. Dust mop wood floor and dispose of swept up dust and debris in the trash.
3. Spot clean all walls to remove visible stains, smudges, etc.

Childcare/baby sitting room

1. Empty all trash and recycling.
2. Sweep and wet mop bathroom floor.
3. Stock toilet tissue and hand soap.
4. Mirrors: Fingerprints, smudges, and water spots removed.
5. All toilets and urinals cleaned with toilet bowl cleaner and toilet brush.
6. All sinks and fixtures cleaned and disinfected.
7. Thoroughly clean and disinfect all changing tables and baby changing stations.
8. Spot clean all walls to remove visible stains, smudges, etc.

Walking Track

1. Sweep the floor and dispose of swept up dust and debris in the trash
2. Spot mop if necessary to remove foot prints or spills
3. Spot clean all walls to remove visible stains, smudges, etc.

Fitness Center and Fitness Center Reception desk

1. Empty all trash and recycling.
2. Mirrors: Fingerprints, smudges, and water spots removed.
3. Floors: Rubber floor- Swept, dust mopped, and wet mopped. All carpet vacuumed.
4. Clean and disinfect stainless steel drinking fountains.
5. Spot clean all walls to remove visible stains, smudges, etc.

2 Fitness Studios

1. Empty all trash and recycling.
2. Mirrors: Fingerprints, smudges, and water spots removed.

3. Floors: Swept, dust mopped, and wet mopped.
4. Spot clean all walls to remove visible stains, smudges, etc.

Pool Side Party Room

1. Empty all trash and recycling.
2. Wipe down tables, chairs, sink, and counters.
3. Vacuum carpet.
4. Spot clean all walls to remove visible stains, smudges, etc.

Common areas

1. Empty all trash and recycling.
2. Spot clean windows and doors.
3. Spot clean all walls to remove visible stains, smudges, etc.
4. Wipe down tables and chairs and position correctly.
5. Sweep/vacuum stairs and wet mop.
6. Vacuum carpet and runners.
7. Clean and disinfect stainless steel drinking fountains.

Annually in August- strip and wax tile floor in basement meeting room and hallway. Parts of Arlington Ridge Center may be shut down for approximately 2-3 weeks in August. This work will be scheduled by Park District staff during this time. During this time, the total scope of service may also be reduced. An exact date and scope of work will be determined closer to completion.

ALTERNATE BID INFORMATION- Cleaning 7 nights per week

Service is to be done between 10 pm when the facility closes and 5 am. Operating hours are subject to change due to rentals, holidays, etc.

Alternate bid includes all base bid responsibilities plus the addition of Sunday through Thursday night cleaning as outlined below.

AREAS TO BE CLEANED UNDER THIS CONTRACT SUNDAY THROUGH THURSDAY ARE AS FOLLOWS:

1. Lobby men's washroom
2. Lobby women's washroom
3. Men's pool locker room
4. Women's pool locker room
5. Family changing rooms
6. Second floor men's locker room
7. Second floor women's locker room
8. Basement men's washrooms
9. Basement women's washrooms
10. 2 single use washrooms in the basement
11. 2 single use washrooms on main floor
12. Fitness Center and Fitness center reception desk
13. Common areas- entry vestibules, hallways, waiting areas, front desk, main stairway

TASKS TO BE PERFORMED ON A DAILY BASIS:

Locker rooms/washrooms

1. Stock toilet tissue and hand soap.
2. Floors: Swept, dust mopped, and wet mopped. There must be no standing water left on the floor. Floor drains should be cleaned of debris and hair.
3. Mirrors: Fingerprints, smudges, and water spots removed.
4. All toilets and urinals cleaned with toilet bowl cleaner and toilet brush.
5. All sinks, fixtures, and countertops cleaned and disinfected.
6. All showers and fixtures cleaned and disinfected. Clean shower walls and shower floors to remove water spots, soap build up, mold, and mildew as needed.
7. Washroom partitions dusted and spot cleaned.
8. Wipe down walls beneath hand dryers.
9. Spot clean all walls to remove visible stains, smudges, etc.
10. Remove all trash, replace bags, and remove trash to dumpster using a trash can on wheels.
11. Disinfect all benches.
12. Thoroughly clean and disinfect all changing tables and baby changing stations.
13. Wipe and clean all lockers including fronts, tops, sides, and insides.

Fitness Center and Fitness Center Reception desk

1. Empty all trash and recycling.
2. Mirrors: Fingerprints, smudges, and water spots removed.
3. Floors: Rubber floor- Swept, dust mopped, and wet mopped. All carpet vacuumed.
4. Clean and disinfect stainless steel drinking fountains.
5. Spot clean all walls to remove visible stains, smudges, etc.

Common areas

1. Empty all trash and recycling.
2. Spot clean windows and doors.
3. Spot clean all walls to remove visible stains, smudges, etc.
4. Wipe down tables and chairs and position correctly.
5. Sweep/vacuum stairs and wet mop.
6. Vacuum carpet and runners.
7. Clean and disinfect stainless steel drinking fountains.

Elective Services- DAY PORTER SERVICE INFORMATION

Day porter service shall consist of a two-person crew made up of a man and a woman so that they may access facility washrooms and locker rooms as outlined below. There is no time when the locker rooms/bathrooms are completely free for a person of another sex to get into them to clean. With a man and a woman team they could each get into their respective areas to clean. Service will be 7 days a week. Time will be determined by facility programming, but estimate a time between 2-4 pm each day.

1. Lobby men’s washroom
2. Lobby women’s washroom
3. Men’s pool locker room
4. Women’s pool locker room
5. Family changing rooms
6. Second floor men’s locker room
7. Second floor women’s locker room

Tasks

1. Stock toilet tissue and hand soap.
2. Sweep and spot mop floors.
3. Mirrors: Fingerprints, smudges, and water spots removed.
4. All toilets and urinals cleaned with toilet bowl cleaner and toilet brush.
5. All sinks, fixtures, and countertops cleaned and disinfected.
6. All showers and fixtures cleaned and disinfected. Clean shower walls and shower floors to remove water spots, soap build up, mold, and mildew as needed.
7. Washroom partitions spot cleaned.
8. Spot clean all walls to remove visible stains, smudges, etc.
9. Remove all trash, replace bags, and remove trash to dumpster using a trash can on wheels.
10. Wipe down benches.
11. Clean and disinfect all changing tables and baby changing stations.
12. Wipe and clean all lockers.

Elective Services- CLEANING PER EXTRA WEEK

This service represents cleaning the same areas as the base bid, but Sunday-Thursday nights. This option may be chosen for 1-3 weeks throughout the year based on Park District staff time off requests. The Park District will provide a minimum of 1 week notice of need for these services.

Elective Services- CLEANING PER EXTRA NIGHT

This service represents cleaning the same areas as the base bid, but Sunday-Thursday nights. This option may be chosen for 1-4 nights at a time throughout the year based on Park District staff time off requests. The Park District will provide a minimum of 48 hours’ notice of need for these services.

BID PROPOSAL

		Year 1 Cost	Year 2 Cost	Year 3 Cost
1	Base Bid: Total price per year of Service at Arlington Ridge Center- Friday and Saturday nights			
2	Alternate Bid: Total price per year of Service at Arlington Ridge Center- 7 nights per week			
3	Elective Service: Total price per year for day porter services at Arlington Ridge Center- 7 days per week			
4	Elective Service: Price per <u>week</u> of Service at Arlington Ridge Center- Sunday through Thursday nights			
5	Elective Service: Price per <u>night</u> of Service at Arlington Ridge Center- Sunday through Thursday nights			

AGREEMENT

This Agreement made this _____ day of _____, 20_____, by and

between _____, hereinafter called the “CONTRACTOR” and the ARLINGTON HEIGHTS PARK DISTRICT, hereinafter called the “PARK DISTRICT”.

WITNESSETH, that the CONTRACTOR and the PARK DISTRICT for the consideration stated here-in agree as follows:

ARTICLE I – SCOPE OF WORK: The CONTRACTOR shall provide all of the materials and perform all of the work described in the specifications entitled:

Janitorial Services For The Arlington Ridge Center

and in strict accordance with the requirements of all of the component parts of this Agreement as noted under Article V, all of which are attached hereto and made a part hereof.

ARTICLE II – TIME OF COMPLETION: This work to be performed under this agreement shall be commenced **May 1, 2020** and shall be completed **April 30, 2021**.

ARTICLE III – CONTRACT PRICE: The PARK DISTRICT shall make payments to the CONTRACTOR for the completed performance of work included in this agreement in compliance with the prices as noted in the bid dated **03/11/2020** and in accord with subsequent approved agreement change orders subject to all of the provisions of the component parts of this agreement.

ARTICLE IV – COMPLIANCE WITH LAW: The CONTRACTOR shall comply with all statutes, rules and regulations of all Federal, State and Local Agencies having jurisdiction over the proposed improvement at the time the proposal was submitted to the PARK DISTRICT. Any and all costs associated in complying with said statutes, rules and regulations in effect at the time proposals were submitted and due shall be included within the costs of the proposal submitted.

ARTICLE V – COMPLIANCE WITH PREVAILING WAGE ACT: This does not apply- this project does not require prevailing wage.

ARTICLE VI – COMPLIANCE WITH ADA: In addition to the obligations set forth in Article IV, the contractor confirms that the materials and/or products listed in the proposal for bid do comply with the Americans with Disabilities Act, Title II, the ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. In addition, if the contractor is obligated by this agreement to install the materials and/or products, the contractor shall install the materials and/or products in compliance with the Americans with Disabilities Act, Title II, ADA Accessibility Guidelines, the Illinois Accessibility Code, and all rules and regulations promulgated with reference thereto. All costs of compliance with said statutes, rules and regulations in effect at the time the contractor submitted its bid have been included in the contract price.

ARTICLE VII – COMPONENT PARTS OF THIS AGREEMENT: This agreement consists of the following component parts, all of which are as fully a part of this agreement as if herein set out verbatim, or if not attached, as if attached hereto:

Cover Letter

Bid Form
This Agreement
Anti-Collusion, Sexual Harassment, Illinois Drug Free Work
Place

In the event that any provisions in any of the above component parts of the agreement conflict with any provision in any other component parts, the provision in the component part last enumerated above shall govern over any other component part which precedes it numerically, except as may otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in the original counterparts the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day, month and year first above written.

CONTRACTOR: _____

ADDRESS: _____

SIGNATURE: _____ TITLE: _____

Attest: _____ Title: _____

(SEAL)

PARK DISTRICT: ARLINGTON HEIGHTS PARK DISTRICT

SIGNATURE: _____ TITLE: _____

Attest: _____ Title: _____

(SEAL)

ARLINGTON HEIGHTS PARK DISTRICT
ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn, deposes and says:

That he is _____ of _____
(Partner, Officer, Owner, etc.) (Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public

SEXUAL HARASSMENT POLICY

The undersigned, on behalf of the entity making this proposal or bid, certifies that a written sexual harassment policy is in place, pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 A).

This Act has been amended to provide that every party to a public contract must have a written sexual harassment policy that includes, at a minimum, the following information:

- 1. The illegality of sexual harassment;
- 2. The definition of sexual harassment, under State law;
- 3. A description of sexual harassment, utilizing examples;
- 4. The vendor’s internal complaint process including penalties;
- 5. The legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission;
- 6. Directions on how to contact the Department and Commission;
- 7. Protection against retaliation as provided by 6-101 of the Act.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.

SIGNATURE: _____

NAME: _____ TITLE: _____

Subscribed and sworn to me on this ____ day of _____ 20____, A.D.

By: _____
(Notary Public)

Seal

ILLINOIS DRUG FREE WORK PLACE STATEMENT

The undersigned shall publish a statement:

1. Notify employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Arlington Heights Park District, the employee will:
 - a) Abide by the terms of the statement;
 - b) Notify the undersigned of any criminal drug stature conviction for a violation occurring in the work place not later than five (5) days after such a conviction;
4. Establishing a drug free awareness program to inform employees about:
 - a) The dangers of drug abuse in the work place;
 - b) The policy of maintaining a drug-free work place;
 - c) Any available drug counseling, rehabilitation or employee assistance program;
 - d) The penalties that may be imposed upon an employee for drug violations;
5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Arlington Heights Park District, and shall post the statement in a prominent place in the work place;
6. The undersigned will notify the Arlington Heights Park District within ten (10) days of receiving notice of an employee’s conviction;
7. Make a good faith effort to maintain a drug free work place through the implementation of these policies;
8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statue occurring in the work place, he shall:
 - a) Take appropriate action against such employee up to and including termination; or
 - b) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposed by a federal, state, or local health, law enforcement, or other appropriate agency;

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS BID.

SIGNATURE _____

NAME: _____ TITLE: _____

Subscribed and sworn to me on this ____ day of _____ 20____, A.D.

By: _____

(Notary Public)

Seal

ARLINGTON HEIGHTS PARK DISTRICT

II. CONDITIONS OF THE BID

DEFINITION OF TERMS

Throughout these bid documents, the following terms shall be used:

Bidder - Any individual, firm, company or corporation submitting a sealed proposal as a bid on the designated item(s) or **project**.

Contractor - Any individual, firm, company or corporation whose bid is accepted by the Arlington Heights Park District for the item(s) or project.

Director - The Executive Director of Parks and Recreation of the Arlington Heights Park District or his designated representative.

Park District - The Arlington Heights Park District of Cook and Lake Counties, Illinois.

FORMS

All bids are to be submitted on the Bid Form provided, signed in ink in the proper spaces and submitted in a marked and sealed envelope.

ERRORS IN THE BID

When an error is made in extending the total price, the unit price will govern. Otherwise the bidder is not relieved from errors in bid preparation.

CORRECTIONS/WITHDRAWAL

If an error is found in a bid, it must be corrected before the date and time for the bid opening. A written request for withdrawal of the original bid or any part thereof may be granted only if the request is received prior to the specified time of closing. No bid may be withdrawn or canceled after the closing time for receipt of bids and for a period of sixty (60) days thereafter.

SAMPLES

Samples or drawings requested shall be delivered and removed at no cost to the Park District. The Park District will not be responsible for damage to samples. Samples must be submitted prior to the time set for the opening of bids. Samples shall be removed by the Bidder within thirty (30) days after the Bid Award. Any samples not removed by this time will be discarded by the Park District.

TRADE NAMES

When an item is identified in the specifications by a manufacturer's or trade name or catalog number, the Bidder shall bid upon the item so identified. If the specifications state "or equal," bids on other items will be considered, provided the Bidder clearly identifies in his proposal the item to be furnished, together with any descriptive matter which will indicate the character of the item.

The Park District shall have the right to approve or reject as an equal, any article the Bidder proposes to furnish which contains variations from the specifications.

PRICE

1. Bidders must specify unit prices as well as the aggregate price, unless otherwise specified. Failure to specify unit prices when required may result in bid rejection.
2. Cash Discount - Offers of cash discounts will be considered in determining awards.

TAXES

This work is being done under the auspices of the Arlington Heights Park District and therefore is exempt from the Illinois sales tax and the Regional Transportation Authority sales tax. The proposal shall not include any costs for these taxes.

DELIVERY CHARGES

All bid prices should include both shipping and delivery charges. These charges shall be freight (F.O.B.) to the Park District. Delivery should be to a desired point within the Park District unless otherwise stated in the call for bids. Any variation from the advertised terms should be clearly stated in the Bidder's proposal.

OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies in, or omissions from bid documents, he should at once notify the Arlington Heights Park District which may send a written instruction to all Bidders. No oral interpretation by the Park District will be binding; only instruction in writing will be deemed valid. To receive consideration, requests for interpretation must be made no later than three working days prior to the date set for receipt of bids.

PRE-BID MEETING AND QUESTIONS

Pre-Bid Meeting will be held on **March 18, 2020 at 9:30 AM at Arlington Ridge Center, 660 N. Ridge Ave., Arlington Hts., IL 60004**. If any questions arise about the Bid documents, they should be directed, preferably in writing, to the Park District. All questions and responses will be available to all interested persons through the Park District.

BIDDER'S KNOWLEDGE

Before submitting proposals, Bidders shall visit the site upon which the work is to be executed in order to familiarize themselves with the existing conditions and fully understand the nature and scope of the work. Such an examination will be presumed and no allowances will be made to the Bidder for extra labor or materials required, or on account of any difficulties encountered which might have been foreseen had examination been made. Inspections may be arranged by contacting the staff member listed as the contact person on the cover page.

BID SECURITY

The Bidder shall submit with his bid, a Bid Bond, Certified or Cashier's Check in an amount not less than 10% (ten percent) of the amount of bid. The bid security shall be made payable to the Arlington Heights Park District, and shall be attached to the proposal. All checks shall be drawn on an acceptable Illinois bank.

Should the Bidder fail or refuse to enter into the agreement and furnish an acceptable bond within 10 calendar days after notification of acceptance of the Bidder's proposal by the Arlington Heights Park District, the bid security shall be forfeited and become the property of the Arlington Heights Park District. In the case of the successful Bidder, the bid security will be retained by the Park District. All bid securities will be returned to unsuccessful Bidders by certified mail.

ACCEPTANCE OR REJECTION OF BIDS

The Park District reserves the right to reject any or all bids, to award a contract for only a portion of the bid work, waive informalities or technicalities in any bid, and accept any bid it deems to be in its best interest.

The Park District may consider such factors as bid price, delivery guarantee, experience and responsibility of bidder, methods of construction and similar factors in determining which bid it deems to be in its best interest.

EXECUTION OF CONTRACT, LABOR AND MATERIAL PAYMENT BOND, AND PERFORMANCE BOND

It is the intent of the Park District to accomplish as much of this work possible within a limited budget. It is therefore conceivable that some bid items may be omitted from the agreement.

The successful Bidder/Bidders shall enter into a written agreement with the Arlington Heights Park District within ten (10) calendar days after notification of acceptance of the proposal. The agreement included herewith shall be executed for performance of the work ahead.

Within ten (10) calendar days of being awarded the Bid, the Bidder shall be required to provide a Labor and Material Payment Bond, and a Performance Bond each in the total amount of the contract sum (100%). The bond shall guarantee faithful performance of all the provisions of the agreement, for all work and materials against defects, and the payment of all bills and obligations arising from the agreement. It shall also fully guarantee the performance and replacement of all material and equipment, including labor, for a period of one year after final acceptance of the project by the Director.

GUARANTEE

The Bidder shall guarantee, in writing, that all materials and workmanship are free from defects and will remain so free for a period of at least one year after completion of the work. He shall further agree to replace all defective materials furnished under this agreement for a period of one year from the date of final acceptance, at no additional charge to the District.

ANTI-COLLUSION AFFIDAVIT

Bidders shall file an affidavit of anti-collusion, contained herein, with all bids for award consideration.

PARK DISTRICT RIGHT

The Park District at all times reserves the right to reject any and all bids submitted hereunder, or accept any bid or combination of bids in the best interest of the Park District and the right to waive minor deviations from the "Contract Documents".

INDEMNIFICATION

The Contractor shall indemnify and save harmless the Arlington Heights Park District from and against any and all claims, costs, damage and demands resulting from injuries or death or damage to property alleged to have arisen as a result of or connected with the performance of work under the agreement by the Contractor or his Subcontractor. The Contractor shall defend the Arlington

Heights Park District against any actions based thereon and shall pay all fees of attorneys and all costs and other expenses arising therefrom.

INSURANCE

Contractor shall maintain throughout the agreement, as a minimum, the following insurance policies set forth by PDRMA and contained in it's entirety on Attachment A1.

The District shall be named as additional insured under the commercial general liability coverage. This insurance shall apply as primary insurance. Any other insurance or self insurance maintained by the District shall be excess of Company's insurance and shall not contribute with it.

The Contractor awarded the bid shall furnish to the Park District one copy of certificate of insurance made in favor of the Arlington Heights Park District, construction manager, architect and/or engineer.

DELIVERY AND STORAGE

The Contractor shall notify the Park District of any and all deliveries of materials to the project site at least 48 (forty-eight) hours prior to such deliveries.

All materials to be used for this project shall be clearly marked and may be delivered to and stored in the areas at the job site as designated by the Park District. Materials shall be stored in such a manner as not to interfere with the normal movement of pedestrian and vehicular traffic. The Park District assumes no liability for providing storage areas for materials.

USE OF PREMISES

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinance, permits or directions of the Park District.

CLEAN-UP

At the end of each day's work and after completing the improvement, and as may be required by the Park District, the Contractor shall pick up all debris and loose material and remove them from the job site or deposit them in approved refuse containers furnished by the Contractor.

All refuse containers shall be covered and emptied as needed, in order to eliminate blowing refuse at the project site. The Contractor is responsible for the offsite disposal of all debris or excavated materials from this project. Onsite burying of material is not permitted. At the completion of this project, it will be the Contractor's responsibility to immediately restore any and all areas, services, structures, etc., which may have been damaged due to operations of the Contractor.

If the Contractor fails to clean up and/or restore the site at the completion of the work, the Park District may do so, and the cost thereof shall be charged to the Contractor.

SITE PROTECTION

The Contractor shall be responsible for adequate job site safety protection. The park area is used daily by the public and adequate protection for park users must be provided.

DAMAGE TO OTHER WORK

Should the Contractor, his agents or his workers, or any of his subcontractors or material/men cause damage to the Park District, or to the work or materials of other contractors or persons, the damage and the repair or replacement of same shall be the sole responsibility of the Contractor. The repairs and replacing of damaged work shall be under the direction of the Park District, and the cost of same shall be the responsibility of the Contractor.

WORKING HOURS

The Contractor will be allowed to schedule his normal work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Work during other hours will be allowed only on an emergency basis and authorized by the Park District in writing. The Contractor will be allowed to commence immediately upon execution of the agreement documents and issuance of all pertinent permits.

TIME OF COMPLETION AND WORK SCHEDULE

The Contractor, as a part of the bid, shall prepare and submit an Estimated Progress Schedule for the work. The progress schedule shall be related to the entire project to the extent required by the bid forms, and shall provide for expeditious and practical execution of the work. The Contractor shall also inform the Park District, who his project superintendent is and set up a pre-construction meeting. The superintendent shall represent the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

CHANGES IN THE WORK

The Park District, without invalidating the agreement, may make changes by altering, adding to or deducting from the work, the agreement sum being adjusted accordingly. All such work shall be executed under the conditions of the original agreement, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All change orders to the agreement must be in accordance with the provisions of Ill. Rev. Stat. Ch. 38, Par. 33E.

No change shall be made unless in pursuance of a written order from the Director, stating that the Park District has authorized the change. No claim for an addition to the agreement sum shall be valid unless so ordered by Director and agreed upon in writing by the Park District and Contractor.

The value of any such change shall be determined by agreement between Contractor and Park District in one or more of the following ways:

- a) By estimate and acceptance in a lump sum;
- b) By unit prices named in the contract or subsequently agreed on; or
- c) By cost and percentage.

CLAIM FOR EXTRAS

If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this agreement, he shall give the Park District written notice therefore before proceeding to execute the work. No such claims shall be valid unless so made; the making of such a claim shall not, however, establish its validity.

PERMITS AND LAWS

The Contractor shall be responsible for obtaining any and all County, State and Village of Arlington Heights Permits, Licenses, Bonds, or other permits which may be required. 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 his 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 Park District to liability and the Contractor shall indemnify and hold harmless the Park District from any and all such complaints, claims or actions. Before beginning work, the Contractor shall obtain from the proper officers all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

FINAL ACCEPTANCE OF WORK

The Contractor shall take all reasonable measures to protect work in progress. Any damage done to work in progress, including, without limitation, damage caused by weather conditions, flooding, animals, vandalism, negligence and accident, shall be the Contractor's responsibility. Upon completion, work shall be inspected by the Director or his designated representative before being formally accepted as proper, complete and undamaged.

LIENS

The final payment shall not be due until the Contractor has delivered to the Park District a complete release of all liens or claims for lien arising out of this Contract, or at the election of Park District, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Park District indemnifying him against any lien.

PAYMENT

Payment will be made to the Contractor within thirty (30) days of completion and acceptance of the project by the Park District. As required by the IRS, a **W-9 Request For Taxpayer Identification Number and Certification Form** must be submitted to the accounting department prior to releasing payment for the project. In addition, a Vendor Application is required and will be furnished to the awarded contractor of this project.

Upon written request of the Contractor to the Park District, and provided the Contractor is not then in default hereunder, the Park District, may in its sole discretion certify a partial payment or payments of up to ninety percent (90%) of the value of the work completed at the time of the request for partial payment provided that the Contractor shall present to the Park District reasonable cause for such request together with appropriate waivers of lien, certified payroll from all laborers, including subcontractors, receipts or bond as in the specification provided.

RETAINAGE

The Park District shall retain 10 percent (10%) of the approved pay estimates with a minimum retainage of 10 percent (10%) of the total contract amount. All retainage shall be released only upon successful completion and final acceptance of the work.

Attachment AI

**INSURANCE REQUIREMENTS
ROUTINE CONSTRUCTION, MAINTENANCE AND REPAIR PROJECTS**

Contractor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Contractor 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).

Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 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 Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Continuing Completed Operations Liability Insurance

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work.

Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

C. Business Auto and Umbrella Liability Insurance

Contractor 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

Contractor shall maintain workers compensation as required by statute 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 Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractor's work.

E. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Contractor shall furnish Owner 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 Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested.

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

Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner.

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

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner whenever requested. Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners 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 Owner has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Contractor's liability policies do not contain the standard ISO separation of insureds' 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 Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, 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. Subcontractors

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor'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, other than the work itself, including the loss of use resulting there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. 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. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, 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 Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.



BID CHECKLIST

PROJECT: Janitorial Services For The Arlington Ridge Center

BIDDER _____

<u>ITEM</u>	<u>RECEIVED</u>	<u>CORRECT INFORMATION</u>
Bid Form		
Agreement		
Signed Affidavits: 1) Anti Collusion 2) Sexual Harassment 3) Illinois Drug Free Work Place		
Specifications		
Detailed Specifications (if any)		
Addenda		
Conditions of the Bid		
Bid Security - bid bond, cashiers check or certified check not less than 10% of the bid amount.		
Estimated Progress Schedule: This is required when applicable for construction projects.		