



ADVERTISEMENT FOR BID

Project Name: Janitorial Services for the Arlington Ridge Center

Notice is hereby given to potential Bidders that the Arlington Heights Park District (the "District," "Park District" or "Owner") will receive sealed bids for the above referenced Project until **08/10/2021** and **1:00 PM**, at the Arlington Heights Park District, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004 at which time the bid proposals will be publicly opened and read aloud.

Each bid must be placed in a sealed opaque envelope and shall be clearly marked "**Sealed Bid – Janitorial Services**" and addressed and delivered to the Arlington Heights Park District, Attention: **BID Dept.**, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004.

Bid Documents may be obtained from the Arlington Heights Park District website: www.ahpd.org. For more information, contact **Jennifer Rogers, Superintendent of Trades at 847-506-4060**.

A pre-bid meeting will be held on **08/03/2021 at 9:30 am at Arlington Ridge Center, 660 N. Ridge Ave., Arlington Hts., IL 60004**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any questions or concerns with the Owner.

The District reserves the right to waive all technicalities, to accept or reject any or all bids, or to accept only portions of a bid and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any Bidder against the District. Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the Work, the financial capability of the Bidder, and the performance of the Bidder on other projects.

Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of the Work. A tax exemption certificate will be furnished by the Park District at the request of the Bidder. The Park District's tax exemption number shall only be used by the successful Bidder for the Work of this Project only.

After the bid opening, no bid may be withdrawn or canceled for a period of (60) calendar days.

All bids must be accompanied by cashier's check, certified check, or bid bond payable to the order of the Arlington Heights Park District for ten percent (10%) of the amount of the bid as provided in the Instructions to Bidders. No proposals or bids will be considered unless accompanied by such bond or check.

The Contractor(s) selected will also be required to comply with all applicable federal, state and local laws, rules, regulations and executive orders, including but not limited to those pertaining to equal employment opportunity.

By Order Of:

Board of Park Commissioners
Arlington Heights Park District
07/23/2021



INSTRUCTIONS TO BIDDERS

DATE: 07/23/2021

BID REQUEST: Janitorial Services for the Arlington Ridge Center

Sealed bids will be accepted until 08/10/2021 and 1:00 PM, and immediately thereafter publicly opened and read aloud at the Arlington Heights Park District Administration Office, 410 N. Arlington Heights Road, Arlington Heights, Illinois 60004. Bids arriving after this time will be rejected and will be returned unopened, including mailed bids regardless of when post marked. All Bidders are welcome to attend the bid opening. After bid opening, bids will be submitted for approval to the Arlington Heights Park District Board of Park Commissioners at a regularly scheduled meeting.

A pre-bid meeting will be held on **08/03/2021 at 9:30 am at Arlington Ridge Center, 660 N. Ridge Ave., Arlington Hts., IL 60004**. This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any questions or concerns with the Owner.

1. Preparation and Submission of Bid Proposal

It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive. Bidders' prices are to include the delivery of all materials; including; equipment, supplies, tools, scaffolding, transportation, insurances, bonds, warranties, and all other items and facilities, and the performance of all labor and services, necessary for the proper completion of the Work except as may be otherwise expressly provided in the Contract Documents. Bids shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work. An exemption certificate will be furnished by the Park District upon request of the Bidder.

Bidder must acknowledge all Addenda received in the spaces provided on the Contractor Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.

Bidders shall return all Bid Documents, including Drawings and Specifications with the bid, and **no sheets shall be detached from any part of the Bid Documents.**

Attached to the Bid Form will be one or more certifications regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit a required certification shall be the basis for immediate rejection of that Bidder's bid.** The certification of the successful Bidder shall become a part of the Contract with the Park District.

The Bidder shall submit its prices on the attached Bid Proposal Form. The Bid Proposal Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid Proposal Form provided could result in rejection of the bid. Do not detach any portion of this document; invalidation of the bid could result.

The Bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the Bid Form.

2. Requirement of Bidders

Bidders must be able to demonstrate that they: 1) have experience in performing and have successfully performed and are still actively engaged in performing work similar in kind and scope to the Services; and 2) are able to show that they have adequate laborers and materials to successfully complete the Services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

The following information must be attached to the bid proposal. Failure to do so may result in disqualification of the Bidder.

On a separate sheet, list at least five (5) service contracts your organization has completed in the past two (2) years, which are comparable in scope, giving the name of the client, client contact and telephone number, and length of contract.

On a separate sheet, list all administrative proceedings and litigation filed by or against Bidder in the past five (5) years, including the name and case number, name/jurisdiction of the court or administrative agency, and a summary of each claim/case, including current status and if no longer pending, the disposition. The foregoing includes but is not limited to information regarding any proceedings and actions taken by any governmental agency to debar or disqualify the Bidder from bidding on public contracts, including the name of the agency initiating the proceeding/action, the nature of the proceeding/action, the claimed basis for the proceeding/action and the current status or disposition of the proceeding/action.

Initial here if there is nothing to disclose: _____

On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the client, client contact and telephone number, and an explanation of the circumstances surrounding the rejection.

Initial here if there is nothing to disclose: _____

On a separate sheet, provide a list of all contracts to which you were a party and with respect to which you were declared to be in breach of one or more provisions, giving the type of contract, the project location where applicable, the names and addresses of the parties to the contract, the name of the party declaring the breach, the nature of the claimed breach and current status or resolution of the claim.

Initial here if there is nothing to disclose: _____

Other required submittals include: Bid Proposal; Contractor's Compliance and Certifications. Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.

3. Examination of Site, Drawings, Specifications

Each Bidder shall visit the site(s) of the proposed Work and fully acquaint himself with conditions, as they exist, and shall undertake such additional inquiry and investigation as he shall deem necessary so that he may fully understand the requirements, facilities, possible difficulties and restrictions attending the execution of the Work under the Contract. Bidder shall thoroughly examine and be familiar with all of the Bid Documents including but not limited to the Drawings and the written Specifications. Any conflicts or discrepancies found between or among Bid Documents, including but not limited to the Drawings and written Specifications, and the site conditions, or any errors, omissions or ambiguities in the Drawings or written Specifications shall be immediately reported to the Park District and written clarification requested prior to submission of a bid.

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the Project site(s), and become knowledgeable with respect to conditions there existing, or to seek needed clarification shall in no way relieve any Bidder from any obligations with respect to his/her bid. By submitting a bid, the Bidder agrees, represents and warrants that he has undertaken such investigation as he deemed necessary, has examined the site(s) and the Bid Documents, has obtained all needed clarifications and where the Bid Documents indicate in any part of the Work, that a given result be produced, that the Bid Documents are adequate and the required result can be produced as indicated in the Specifications and Drawing(s). Once the award has been made, failure to have undertaken and completed the foregoing tasks shall not be cause to alter the original Contract or to request additional compensation.

4. Acceptance or Rejection of Bids

The Park District may accept the bid of, and award the Contract for the Work to, the lowest responsive and responsible Bidder as determined by and in the sole discretion of the Park District.

The Owner reserves the right to (1) reject all bids; (2) reject only certain bids which are non-conforming or non-responsive to the bid requirements; (3) accept only a portion, part or specific items of Work of all and reject others, as the Owner shall in its sole discretion determine to be in its best interest; and/or (4) award the Contract to the responsible Bidder submitting the lowest bid responsive to the bidding requirements. No bid will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Park District or that has failed to perform faithfully any previous contract with the Park District.

In the event of a rejection of a portion, part, or certain items of Work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid Proposal Form. The successful Bidder so selected may not refuse to enter into a Contract with the Owner on the basis that the Owner awarded a Contract for less than all portions or items of the Work specified in the Bid Documents. The Arlington Heights Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

5. Surety

All bids must be accompanied by a bid bond or bank cashier's check or certified check payable to the Arlington Heights Park District for ten percent (10 %) of the amount of the bid and drawn on a responsive and responsible bank doing business in the United States. All bids not accompanied by a bid security, when required, will be rejected.

The bid security of all except the three (3) lowest responsive and responsible Bidders will be returned after the decision to accept or reject bids by the Arlington Heights Park District Board of Park Commissioners. The bid security of the successful Bidder will be returned after acceptance by the Park District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Arlington Heights Park District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the Park District the Contract for the Work presented by the Park District.

Prior to beginning Work, the successful Bidder shall furnish a Performance Bond, and Labor and Materials/Payment Bond in the amount of 110% of the Contract Sum, using a form similar to the AIA-A312-2010 form, or its current equivalent, or one acceptable to Owner, cosigned by a surety company licensed to conduct business in the State of Illinois and with at least an "A" rating and a financial rating of at least "X" in the latest edition of the Best Insurance Guide. Said bond shall guarantee the faithful performance of the Work in

accordance with the Contract, the payment of all indebtedness incurred for labor and materials, and guarantee correction of Work. The cost of each bond shall be included in the Contract Sum. The Bidder and all Subcontractors shall name the Park District as an obligee on all bonds. Said bonds shall meet the requirements of the Illinois Public Construction Bond Act, 30 ILCS 550/0.01 *et seq.* and any further amendments thereto. Bidder shall include in its Performance Bond and Labor and Material Payment Bond such language as shall guarantee the faithful performance of the Prevailing Wage Act as required in these Bid Documents.

The Performance Bond and Labor and Material Payment Bond will become a part of the Contract. The failure of the successful Bidder to enter into the Contract and supply the required bonds and evidence of insurance within ten (10) days after the Contract is presented for signature, or within such extended period as the Park District may grant, shall constitute a default, and the Park District may either award the Contract to the next responsible Bidder, or re-advertise for bids. In the event of a default, the Owner need not return the defaulting Bidder's bid surety and may charge against the defaulting Bidder for the full difference between the amount for the bid and the amount for which a Contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the defaulting Bidder's bid surety.

6. Withdrawal of Bid

Bidders may withdraw or cancel their bids at any time prior to the advertised bid opening time by signing and submitting a request for said withdrawal. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days.

7. Award, Acceptance and Contract

Owner will award the Contract to the lowest most responsible and responsive Bidder, as determined by Owner. In considering the Bidder's responsibility, the Owner may evaluate, among other factors, the ability of the Bidder to provide experienced labor sufficient in numbers to timely and properly complete the services, conformity with the Specifications, serviceability, quality, and the financial capability of the Bidder, and the performance of the Bidder on other projects.

The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bid Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be awarded to one Bidder for the entire Project or to any series of Bidders for an appropriate proportion of the Project. If specified in the Bid Form, awards will be based upon the submitted unit prices.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the Work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance and surety documents within ten (10) days after presentation to him of the Contract for signature. In case the Bidder shall fail or neglect to do so, he will be considered as having abandoned the Contract, and as being in default to the Owner. The Owner may thereupon re-advertise or otherwise award said Contract and forfeits the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Proposal Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification and Supersedes Notice comprise the Bid Documents. The Bid Documents, together with the Standard Form of Insurance, and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents.

8. Interpretation of the Contract Documents

The Park District shall in all cases determine the amount or quantity of the several kinds of Work which are to be paid for under this Contract, and shall decide all questions which may arise relative to the execution of the Contract on the part of the Contractor, and all estimates and decisions shall be final and conclusive. The Park District shall have the right to make alterations in the lines, grades, plans, forms, or dimensions of the Work herein contemplated either before or after the commencement of the Work. If such alterations diminish the quantity of the Work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of Work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such Work in the Contract. The Park District reserves the right to approve, an equal to or superior to product or equipment required under the Specifications, or to reject as not being and equal to or superior to the product or equipment required under the Specifications. If the Bidder is in doubt as to the interpretation of any part of the Bid Documents, or finds errors, discrepancies or omissions from any part of the Contract Documents, he must submit a written request for interpretation thereof not later than three (3) days prior to opening of bids to the Park District. Address all communications to jrogers@ahpd.org at the Park District. If an error or omission is discovered in the Bid Documents after the bid opening, the Park District reserves the right: i) to determine whether to require the submission of new bids; or ii) if the error or omission is of such a nature that it was reasonably discoverable upon a careful review of the Bid Documents, to award the Contract to the lowest responsive and responsible Bidder as determined by the Park District and to require that Contractor to

perform the Work in accordance with an issued correction by the Park District and/or Architect and for the amount bid by the Contractor. Such decisions are final and not subject to recourse. Errors and omissions made by the Bidder cannot be corrected after the bid opening.

9. Addenda

Any interpretation, correction to, or addition to the Bid Documents will be made by written Addendum and will be delivered by mail or fax to each prime Bidder of record. The written Addenda constitute the only interpretations of the Bid Documents; the Park District accepts no responsibility for any other claimed interpretations or communications.

It is the responsibility of each Bidder to verify that he has received all Addenda prior to submitting a bid. It is also the responsibility of each Bidder to verify that all subcontractors and material suppliers whose prices are incorporated in the Bidder's bid are familiar with the Bid Documents in their entirety, including all Addenda issued up to the time of bid opening.

In the event a conflict or omission is discovered in the Bid Documents after the issuing of the last Addendum such that an interpretation cannot be issued by the Park District prior to bidding, the Bidder is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented and indicated Work so as to provide all materials, equipment, labor, and services necessary for the completion of the Work in accordance with the Bid Documents.

10. Substitutions during Bidding

Unless otherwise indicated, the use of brand names in the Specifications is used for the purpose of establishing a grade or quality. Bidders proposing to use an alternate that is equal to or superior to in every respect to that required by the Specifications must request approval in writing to the Park District at least seven (7) business days prior to the bid opening and mark the item as 'or approved equal'.

Additionally, Bidders requesting approval for use of an alternate must provide certification by the manufacturer that the substitute proposed is equal to or superior in every respect to that required by the Contract Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated. The Bidder, in submitting the request for substitution, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the request for substitution.

The Park District may request additional information or documentation necessary for evaluation of the request for substitution. The Park District will notify all Bidders of

acceptance of the proposed substitute by means of an Addendum to the Bid Documents. Park District's approval of a substitute during bidding does not relieve the Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents, including but not limited to proper performance of all components of the Work and suitability for the uses specified.

Bids proposing alternates not previously approved by the Park District will be considered non-responsive and rejected. The Park District reserves the right to determine whether a substituted selection, in its judgment, is equal to or better quality and therefore an acceptable alternate. Such decisions are final and not subject to recourse.

INSURANCE REQUIREMENTS OF THE CONTRACT FOR VENDORS & SUPPLIERS

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

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 \$3,000,000 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 District. Any insurance or self-insurance maintained by the District shall be excess of Company's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

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.

C. 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, Company waives all rights against District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to this Agreement.

D. General Insurance Provisions

1. Evidence of Insurance

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 Company from entering the premises 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 Districts' 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. 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.

4. Subcontractors

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

E. Indemnification

To the fullest extent permitted by law, the 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 (attorney's and paralegals' fees and court costs), arising out of or resulting from the Company's activities, 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, and (ii) is caused in whole or in part by any negligent or wrongful 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, 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. 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.

BID PROPOSAL

Bidder is:

An Individual:

By: _____ (SEAL)
(Individual's Name)

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership:

By: _____ (SEAL)
(Firm Name)

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation:

By: _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

Title: _____ Attest _____
(Secretary)

(CORPORATE SEAL)

Business Address: _____

Phone Number: _____

By submission of its bid, the Bidder acknowledges, agrees, represents, declares and warrants:

1. That it has visited and examined the site, and is fully familiar with and has satisfied itself as to the site and the local and other conditions under which the Work is to be performed, including without limitation, (i) surface conditions of the site and subsurface conditions readily observable or ascertainable upon the exercise of reasonable diligence and all structures and obstructions thereon and thereunder, both natural and manmade; (ii) the nature, location, and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs, and available equipment supply and equipment costs; and (iii) the quality and quantity of all materials, supplies, tools, equipment, labor, and professional services necessary to complete the Work in the manner and within the cost and time frame indicated by the Contract Documents; and has correlated the Bidder's personal observations with the requirements of and matters indicated in or by the proposed Contract Documents;
2. To hold the bid open for sixty (60) days subsequent to the date of the bid opening;
3. To enter into and execute a Contract with the Owner within ten (10) days after the date of the Notice of Award, if awarded on the basis of this bid, and in connection therewith to:
 - (a) Furnish all bonds and insurance required by the Contract Documents;
 - (b) Accomplish the Work in accordance with the Contract Documents; and
 - (c) Complete the Work within the time requirements as set forth in the Contract Documents;
4. That the Bidder has carefully examined the Instructions to Bidders, the Drawings and Specifications, and/or the Project Manual in its entirety, in order to determine how these affect the bid proposal, the forms of the Contract, the required Contract bonds, and duration thereof, and that the Bidder has inspected in detail the site of the proposed Work, and been familiarized with all of the requirements of the work, and of the governing municipalities under whose jurisdiction the Project falls (its codes, ordinances and construction requirements therein), and understands that in making this proposal, the Bidder waives all rights to plead any misunderstanding regarding the same;
5. That if this proposal is accepted, the Bidder is to provide all of the necessary equipment, tools, apparatus, labor, and other means of construction, and to do all of the Work and to furnish all of the materials specified in the Contract Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth;
6. To furnish a Bid Bond in accordance with the Instructions to Bidders;

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

Note: The following certifications form an integral part of the Agreement between the Owner and Contractor. Breach by Contractor of any of the certifications may result in immediate termination of the Contractor's services by Owner.

THE UNDERSIGNED CONTRACTOR HEREBY ACKNOWLEDGES, CERTIFIES, AFFIRMS AND AGREES AS FOLLOWS:

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or Work on this Project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.
- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi)

protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administrated by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies

that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

- K. Contractor knows, understands and acknowledges its obligations under the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* A true and complete copy of Contractor's Substance Abuse Prevention Program Certification is attached to and made a part of this Contractor Compliance and Certification Attachment.

- L. The Contractor shall comply with the requirements and provisions of the Freedom of Information Act (5 ILCS 140/1 *et. seq.*) and, upon request of the Arlington Heights Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

Name: _____

Title: _____

STATE OF _____)
)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 and, being first duly sworn on oath, acknowledged that he executed the foregoing instrument as his/her free act and deed and as the act and deed of the Contractor.

Dated: _____

(Notary Public)
(SEAL)

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATION

The Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., (“Act”) prohibits any employee of the Contractor or any Subcontractor on a public works project to use, possess or be under the influence of a drug or alcohol, as those terms are defined in the Act, while performing work on the project. The Contractor/Subcontractor **[circle one]**, by its undersigned representative, hereby certifies and represents to the Arlington Heights Park District that **[Contractor/Subcontractor must complete either Part A or Part B below]**:

A. The Contractor/Subcontractor **[circle one]** has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act a written substance abuse prevention program, a true and correct copy of which is attached to this certification, which meets or exceeds the requirements of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. **[Contractor/Subcontractor must attach a copy of its substance abuse prevention program to this Certification.]**

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

B. The Contractor/Subcontractor **[circle one]** has one or more collective bargaining agreements in effect for all of its employees that deal with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq.

Name of Contractor/Subcontractor (print or type)

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative

Dated: _____

SPECIFICATIONS FOR JANITORIAL SERVICES
September 1, 2021-April 30, 2024

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

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. The term of this contract shall be for (2) two years and (8) eight months commencing on September 1, 2021 and expiring April 30, 2024, with two one (1) year renewal options pending agreement of both parties.

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 August 3, 2021 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 (2) two years and (8) eight months commencing on September 1, 2021 and expiring April 30, 2024 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.

- a. The term of this contract shall be for (2) two years and (8) eight months commencing on September 1, 2021 and expiring April 30, 2024 as stated above, with two one (1) year renewal options pending agreement of both parties. Should either the Park District or Contractor elect not to renew and extend the Contract for an additional one-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of the Contract.

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 generally between 10 pm when the facility closes and 5 am. Operating hours are subject to change due to rentals, holidays, etc. and the time for cleaning can be adjusted based on the most current facility schedule at the time.

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 generally between 10 pm when the facility closes and 5 am. Operating hours are subject to change due to rentals, holidays, etc. and the time for cleaning can be adjusted based on the most current facility schedule at the time.

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 FORM

Janitorial Services for the ARC 2021

Contractors Name: _____

		Year 1 Cost (September 1, 2021- April 30, 2022)	Year 2 Cost (May 1, 2022- April 30, 2023)	Year 3 Cost (May 1, 2023- April 30, 2024)
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			