



12 South Center Street
Bensenville, IL 60106

Office: 630.350.3404
Fax: 630.350.3438
www.bensenville.il.us

VILLAGE BOARD

May 24, 2019

President
Frank DeSimone

Board of Trustees

Rosa Garmona
Ann Franz
Marie L. Frey
Melanie Lomas
Nicholas Pinochio Jr.
Alessandro Perez

Village Clerk
Corey William

Village Manager
Evan K. Summers

Ms. Selena Garcia
Selena@emericsservices.com

Re: May 24, 2019 FOIA Request

Dear Ms. Garcia:

I am pleased to help you with your May 24, 2019 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on May 24, 2019. You requested copies of the items indicated below:

"I am requesting to view the contract the city has for outsourced vendor custodial services in accordance to the Freedom of Information Act."

After a search of Village files, the following information was found responsive to your request:

- 1) Village of Bensenville Resolution No. R-158-2018. (52 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey William
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-158-2018

**AUTHORIZING THE EXECUTION OF A YEAR ONE (1) FROM A TWO (2)
YEAR CONTRACT WITH BEST QUALITY CLEANING INC. FOR
JANITORIAL SERVICES AT THE POLICE AND EMERGENCY
MANAGEMENT HEADQUARTERS IN THE NOT-TO-EXCEED AMOUNT OF
\$26,160**

WHEREAS the VILLAGE OF BENSENVILLE (hereinafter "Village") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers, and

WHEREAS the Village owns and maintains the new Police and Emergency Management Headquarters at 345 E. Green Street, Bensenville, and

WHEREAS the Village contracts out the janitorial services required at the Police and Emergency Management Headquarters, and formally opened bids on November 28, 2018, and

WHEREAS, the Janitorial Services Bid and Specifications are attached to this Resolution, and

WHEREAS, Best Quality Cleaning Inc., was the low bidder, and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

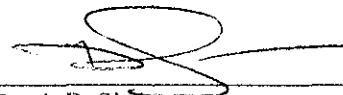
SECTION TWO: The Village Board authorizes the Village Manager to execute Year One of a Two-Year Contract and other associated documents to Best Quality Cleaning Inc., of Franklin Park, Illinois to provide Janitorial Services in the not to exceed amount of \$26,160.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

SECTION FOUR: This Resolution shall take effect immediately upon its passage and approval as provided by law.

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated December 18, 2018.

APPROVED:



Frank DeSimone

ATTEST:



Nancy Quinn
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Jaworska, Lomax, Panicola, Perez

NAYS: None

ABSENT: None



BENSENVILLE
GATEWAY TO OPPORTUNITY

2019-2020 Janitorial Services

Invitation for Bids (IFB)

Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106

Contents

INVITATION TO BID:.....	3
GENERAL TERMS & CONDITIONS.....	4
SCOPE OF WORK and MATERIALS	7
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS	11
ELIGIBILITY TO BID	11
CONDITIONS FOR BIDDING.....	12
AWARD OR REJECTION OF BIDS.....	13
CONTRACT PROVISION	13
VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION	19
BIDDER INFORMATION SHEET.....	20
2019-2020 PRICE BID FORM.....	21
BIDDER REFERENCES FORM.....	22
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION.....	23
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued.)	24
SEXUAL HARASSMENT CERTIFICATE.....	25
CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE	26
CERTIFICATE OF COMPLIANCE – CRIMINAL CODE OF 2012	27
CONTRACT BOND.....	31
Alternate Bids	35

Appendix A

Appendix B

INVITATION TO BID:

2019-2020 Janitorial Services

November 8, 2018

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed contractors for establishing a multiyear contractual agreement for Janitorial Services. The bids shall be sent to:

Village of Bensenville
Office of the Village Clerk
12 South Center Street
Bensenville, IL 60106

The Village of Bensenville will accept Sealed Bids until **09:30am local time on Wednesday November 28, 2018**. The Bid must be in a sealed opaque envelope plainly marked 2019-2020 Janitorial Services. The forms can be found at www.bensenville.il.us under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Jovana Dacic at 630-594-1012 or via email at jdacic@bensenville.il.us.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn
Village Clerk

GENERAL TERMS & CONDITIONS

PROJECT: JANITORIAL SERVICES

The Village of Bensenville seeks a janitorial firm to clean USGBC LEED Gold rated **Police and Emergency Management Headquarters located at 345 East Green Street** in Bensenville, Illinois 60106. Facility is approximately 47,000 square feet (sf) and it consists of:

- 20,577 sf – office, lobby and conference room space
- 3,273 sf – restroom and locker rooms (40 fixtures)
- 535 sf – lunchroom
- 8,139 sf – parking garage, storage and sally port
- 3,175 sf – detention area (must be accompanied by officer for access)
- 11,586 sf – gun range and mechanical. (Evidence storage shall NOT be cleaned.)

The Facility operates twenty-four (24) hours a day, 365 days a night. The building has constant activity during the day, limited activity at night. The large public meeting room accommodates up to 150 guests for training. The Police and Emergency Management staff includes about ninety (90) employees both full-time and part-time.

The Village requires that all cleaning techniques and products be environmentally conscious and in accordance with the USGBC Gold LEED designation.

1. CONDITIONS

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

2. BID SECURITY

- 2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.
- 2.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.
- 2.3** Upon contract execution, the Bid deposit will be returned. Failure of the bidder to execute a contract after notice of contract award will result in forfeiture of the Bid deposit. Bid deposit shall be retained by the Village as liquidated damages, not a penalty.
- 2.4** The Village will return Bid deposits from unsuccessful bidders after contract is executed by the successful bidder.

3. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

4. MULTI-YEAR CONTRACT/TERM/TERMINATION/EXTENSION

4.1 This is a two (2) year contract

4.2 The term of the contract shall be from January 1, 2019 to December 31, 2020

4.3 The Village may terminate the contract for any reason with thirty (30) day written notice.

4.4 Contracts with duration greater than 12 months require annual renewals to be signed by the Village and the Contractor.

4.5 Contract Extension

Upon mutual agreement, this contract may be extended for two (2) one (1) year contract extensions – year cycle extension running from January 1, 2021 through December 31, 2022.

5. MANDATORY PRE-BID SITE TOUR

Failure to attend will disqualify your proposal. The purpose of the tour is to answer all questions pertaining to the Bid and to conduct a site tour. Floor plan layout drawings will be provided

Date:	November 15, 2018
Time:	9:00 A.M.
Location:	Police Department 345 E GREEN STREET BENSENVILLE, IL 60106
Confirm your attendance with Joe Caracci at jcaracci@bensenville.il.us	

5.1 MEETING BEFORE WORK BEGINS

After the contract has been awarded, Contractor must meet with the Director of Public Works or designee(s) before starting work to review specifications, provide project contacts, discuss the manner that the work will proceed, among other items.

6. DAMAGES TO PROPERTY

6.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the

occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

- 6.2** The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.
- 6.3** It is recommended that, for the Contractor's protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- 7.1** The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 7.2** Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.
- 7.3** Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

The Village Board reserves the right to reject any and all bids or portions thereof.

SCOPE OF WORK and MATERIALS

Bidding requirements, general terms and conditions, scope of work and other special requirements are all part of the bidding document and contract specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

1.0 BIDDER'S COMMITMENT TO THE VILLAGE'S USGBC LEED RATING

- 1.1 CERTIFICATION:** Successful bidder will hold a Green Cleaning Certification or equivalent, or shall obtain certification within 90 days of the contract start date. Said certification must meet or exceed requirements set forth by the LEED Certification program. Attach Certificate to the Bid Price Form if currently held.
- 1.2 GREEN CLEANING/SUSTAINABLE CLEANING PRACTICES:** At contract execution, Contractor will provide Company Green Cleaning Policy.

2.0 CONTRACTOR PERSONNEL – Contractor is responsible to supply the crews.

- 2.1 To facilitate the Village's ability to communicate its cleaning requirements and instructions, the parties agree that at least one member of the cleaning crew will speak fluent English.
- 2.2 Contractor Supervisors shall be responsible for the instruction and training of contractor personnel in accordance with specifications.
- 2.3 Uniform and Identification: All Contractor's staff and supervisors shall wear picture identification badges and uniforms or clothing with Contractors name or logo.
- 2.4 Contractor shall provide training as needed to Contractor's employees to properly use and maintain the products, equipment provided.
- 2.5 Background Investigation: Before starting work, the Contractor shall give the Chief of Police, or designee, the names, home addresses, date of birth, social security numbers, immigration documents (if applicable), and driver's license numbers of all employees to be engaged in this contract, or having access to the buildings in an inspecting or supervisory capacity. **No contract employee will work until the above listed information has been submitted to and written clearance received from the Chief of Police.** The Contractor will provide and maintain a current list of contractor's employees working on the Village account. Copies of the Contractor's personnel at Village will be given to the Village Chief of Police, and Public Works Director.
- 2.6 The Village has and will exercise full, complete control over granting, denying, withholding, or terminating clearance for Contractor's employees. Employees the Village deems careless, discourteous, or otherwise objectionable or who cannot meet standards required for security or other reasons shall be prohibited from performing work.
- 2.7 Daily Check In: Pick up "Cleaning Crew" key card at Records Window. Return when leaving building. Sign in and out at the log.

3.0 MATERIALS AND EQUIPMENT

Contractor will give the Village supply samples they propose to use. The Village has final say as to product quality and safety. If for any reason the Village objects to the use of a given product, the Contractor shall discontinue use and find a substitute.

All products supplied and used under this Contract shall be new and within product expiration dates. Products must meet all applicable federal, state, and local standards for product safety. ***Products and containers shall be properly labeled*** to meet all applicable standards and regulations regarding safety, toxicity, and other standards. Material Safety Data Sheets (MSDS) shall be supplied as required for all affected products at all sites, and the Contractor is responsible to keep all MSDS books current.

3.1 Village to Furnish

- Facial Tissue
- Liquid Hand Soap
- Air Fresheners
- Waste Can Liners
- Toilet bowl sanitation blocks
- Urinal blocks
- Surface Polish
- Stainless Steel Cleaner
- Toilet Tissue
- C-fold paper towels
- Glass/Window/Chrome Cleaner
- Stiff-bristle brush for Dog Kennel
- Cleaning solution and disinfectant for Dog Kennel
- Adequate containers for refuse disposal, including recycling containers.

While the Village is providing these consumable products, it is the Contractor's responsibility to ensure supply quantities are sufficient and available at all times for use by the Village building occupants.

Contractor shall work with Village to ensure a minimum inventory level of two weeks of custodial supplies for emergency purposes at the site. This supply level is to be maintained at all times.

3.2 Contractor to Furnish at Contractor expense and at no additional cost to the Village, equipment and janitorial supplies required to support the work activities as specified, with the exception of those items being provided by the Village as itemized above. Where ever applicable and available, ALL cleaning products will be Green seal certified. <http://www.greenseal.org/findaproduct/index.cfm>

Disinfectant Cleaners & Sprays: Only OSHA/EPA approved to combat AIDS and Hepatitis virus germs.

- Carpet and Rug Cleaners
- VCT Floor Strippers
- Floor Cleaning Solutions
- Floor Treatments and Wax
- Scouring and Non-Abrasive Cleanser
- C-Fold Towels
- Toilet Seat Covers

- General Cleaning Detergents
- Buckets
- Commercial Type Floor Buffer/Scrubber
- Floor Mops
- Rags / Cloth for surface cleaning
- Commercial Type Vacuum Cleaners with HEPA filter or other environmentally-friendly vacuum such as Sanitaire or equivalent

4.0 CLEANING STANDARDS REQUIREMENTS:

4.1 **Floors and Carpets** will not have dust, streaks, marks or dirt in corners, behind doors or under furniture. This includes remote areas under cubicle equipment. Paper clips, staples, etc. shall be picked up. Vacuuming equipment and/or treated dust mops will be used to keep the floors clean. Carpets shall be cleaned on a regular basis by IICRC S100 Standards via posted Reference Guide for Professional Carpet Cleaning. Heavy use carpet areas will be cleaned more frequently to maintain a dirt free appearance. Spot clean carpets to remove stains from spills, footprints, etc.

4.2 **Wet Mopping** will present a clean floor free from streaks, smears, and dried dirt. Safe and all-purpose detergents, which do not leave any residue or slickness, will be used on all resilient and hard floor surfaces. "Wet Floor" signs shall be placed in appropriate areas. Floors will be bright and clean under furniture and in traveled areas.

4.3 **Glass:** All glass, mirror, vitreous surfaces will be free of streaks, smears, and spots.

4.4 **Dusting** leaves surface free from all dust and other loose material.

4.5 **Surfaces** will be free of all loose and adhering dirt or other foreign material down to the original surface finish. A clean surface will appear both physically and visually clean, free from streaks or other residue.

4.6 **Granite & Solid Surface Materials** use only NON-ABRASIVE cleanser. Free of streaks, rinsed thoroughly.

4.7 **Floor Materials**

4.7.1 Porcelain Tile vacuumed or dry mopped prior to wet mopping

4.7.2 Luxury Vinyl Tile to be dry mopped then wet mopped per schedule. Wax & burnishing to be completed according to manufacturer's specifications (Appendix B)

4.7.3 Carpet Tiles vacuumed, shampooed per schedule

4.7.4 Sealed Concrete broomed, cleaned and hosed per schedule

4.7.5 Poured in place Epoxy dry mopped prior to wet mopping

4.8 **Wall Materials:** Porcelain Tile, Painted Drywall, Wood Panels and Plastic Wall Protection. Wipe with wet soft cloth.

4.9 **Kitchen, Lunch and Break Areas** cleaned to "restaurant" quality. All fixtures, appliances, chrome and metalwork, and glass cleaned and polished to a shiny appearance free from streaks, dirt, grease, and grime. Sinks free from rings, stains, and objectionable odors. Floor, walls, cabinets, tables, chairs,

and garbage receptacles free from stains, dirt, grime, odors, grease, and streaks. Appliances cleaned and sanitized to remain free from objectionable odors. Ovens, microwaves, cook tops, and ranges clean and free from "cooked on" food. Kitchens shall meet all applicable Village standards.

- 4.10 Vacuum** surfaces free of all dust, dirt, and loose foreign material, including corners, crevices, and other hard to reach areas. Equipment that features a HEPA filter or similar environmentally friendly vacuum.
- 4.11 Restrooms** cleaning shall be "hospital" quality. All porcelain fixtures, chrome and metalwork, and glass cleaned and polished to a shiny appearance free from streaks, dirt or grime. Bowls, urinals, and sinks free from water stains, rings, and biological stains. Floors, walls, and partitions shall be clean and free from stains, dirt, grime, or streaks. Fixtures sanitized with a Village approved disinfectant. Restrooms free of objectionable odors. Signs shall be placed for any occupied building when facilities are out of service or any hazardous condition is present.

5.0 INSPECTIONS: Periodic inspections will occur to assess the Contractors performance in meeting the quality standards and schedules as described in **Cleaning Standards Required and Task Schedules**. Deficiencies will be told to Contractor's Supervisor. Facility will be formally inspected jointly by the Village representative, and the Contractor's Supervisor as asked by Village. Any deficiencies shall be corrected within three hours, or become subject to penalty. The three-hour grace period may be extended by the Assistant to the Director of Public Works or site representative. Village reserves the right to perform unannounced inspections as it solely deems necessary.

6.0 TASK SCHEDULES: (Appendix A) - tasks and approximate completion frequency required. It may be necessary to do some of the tasks on a more or less frequent basis to achieve the results outlined in **Cleaning Standards**. The tasks and frequencies are generalized and are not intended to be all-inclusive. This task schedule shall not limit Contractor's responsibility to maintain facility to the cleanliness level and service as more fully defined in **Cleaning Standards**. The Contractor shall be responsible for establishing his own schedules, tasks, and methods of work, and shall be judged by the results. Wherever vacuuming is called for, it must be performed with equipment that features a HEPA filter or similar environmentally friendly vacuum, i.e. Sanitaire.

Tasks marked once in a week are to be done on a regularly weekly schedule, Contractor can choose the day. If area gets dirty earlier, Contractor must complete the task in order to maintain a clean facility.

- 6.1 Desks to be cleaned only on written request.**
- 6.2** Papers on surfaces will not be disturbed. Computer keyboards, sensitive electronic equipment, and other areas specifically identified by on site Village representatives will not be cleaned or dusted by the Contractor.
- 6.3 Police Accompany Required in DETENTION AREAS**

6.4 Restricted Areas:

No cleaning or access to:

- Gun Range
- Mechanical Room
- Evidence Processing & Storage

6.5 Quarterly and Semi-Annual (6 month) Tasks – Coordinate with the Village. Call 630-350-3435.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

ELIGIBILITY TO BID

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 *et seq.* The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
 - a) Services performed do not comply with specifications of contract with the vendor;
 - b) Work is not done within the contract's specified in the contract;
 - c) An offer is not kept firm for the length of time specified in the contract;
 - d) Contractor fails to provide performance bond when required by invitation to bid;
 - e) Contractor is found guilty of collusion;
 - f) Bankruptcy or other evidence of insolvency is found;
 - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

- a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

CONDITIONS FOR BIDDING

- 1) Bid Definitions -
 - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
 - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "JANITORIAL SERVICES".
- 3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in

unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.

- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OR REJECTION OF BIDS

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
 - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
 - c) The financial resources of the bidder;
 - d) Cash discounts offered;
 - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
 - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award - A delivered executed contract shall be the binding contract.

CONTRACT PROVISION

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.

- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

A) Minimum Scope of Insurance Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

B) Minimum Limits of Insurance Contractor shall maintain limits no less than:

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

C) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities

performed by, on behalf of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, language stating that Contractor's insurance shall apply separately to each insured against who claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers' Liability Coverage

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

(3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

5) F.O.B. - All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.

a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and such other perils, as CONTRACTOR deems appropriate.

6) Delivery Schedule - Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday - Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.

7) **Delivery** - Bid price shall include delivery as indicated herein.

8) **Default** - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

9) **Alternate Materials and Equipment** - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

10) **Bidder's Access to Procurement Information** - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

11) **Acceptance** - Contracted work will be considered accepted when final payment is made.

12) **Payment** -

- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.
- b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2nd and 4th Tuesdays of the month.

13) **Reorders** - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) **Guarantees and Warranties** -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 *et seq.*), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, Nehal Modi, having been first duly sworn, depose and state that:
(Owner/authorized company representative)

Best Quality Cleaning ("Contractor"), having submitted a proposal for:
(Name of Company)

Janitorial Services to the Village of Bensenville hereby certifies that
Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
 - a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
 - b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.
3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that

All employee drivers
(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol-testing program pursuant to the aforementioned rules.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: Nehal Modi
(Officer or Owner of Company stated above)

Title: Director

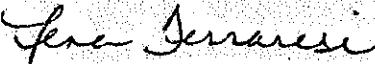
SUBSCRIBED AND SWORN to before me

This 27 day of NOVEMBER, 2018.

Katarzyna Skowron
NOTARY PUBLIC



BIDDER INFORMATION SHEET

NAME (PRINT)	Lena Ferraresi
SIGNATURE	
COMPANY NAME (PRINT)	Best Quality Cleaning
ADDRESS	10015 Pacific Ave Franklin Park, IL 60131
TELEPHONE	847-233-0202
FACSIMILE	847-233-0505
EMAIL	Bqc@sbcglobal.net

Please Return to:

Corey Williamsen
Deputy Village Clerk
Village of Bensenville
12 S Center St.
Bensenville, IL 60106

The bid must be in a **sealed opaque** envelope **plainly marked**: "JANITORIAL SERVICES"

The bids must be received by **9:30 AM, Wednesday, November 28, 2018** and thereafter immediately publically opened and read in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

2019-2020 PRICE BID FORM

If this Janitorial Services bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of the proposed work agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Bid includes all aspects associated with the Contractor furnishing supervision, labor, cleaning supplies, materials, tools, and equipment necessary to complete the custodial and support services meeting or exceeding the quality standards in the specifications.

- Attach a copy of Company's Green Cleaning Certificate or equivalent

Monthly Unit Price January 1, 2019 – December 31, 2019	Total Cost for 2019 January 1, 2019 – December 31, 2019
\$ 2,180.00	\$ 26,160.00
Monthly Unit Price January 1, 2020 – December 31, 2020	Total Cost for 2020 January 1, 2020 – December 31, 2020
\$ 2,200.00	\$ 26,400.00

TOTAL COST (2019 price + 2020 price): \$ 56,560.00

The Village Board reserves the right to reject any and all Bids or portions thereof

Signed:

Mel Mod

Authorized Signature

Where bidder is a corporation, add:

Attest: N/A

(Secretary or other authorized officer)

Date: 11/27/2018

(CORPORATE SEAL)

BIDDER'S COMMITMENT TO THE VILLAGE'S USGBC LEED RATING

In support of the Village of Bensenville's sustainability commitment, **Best Quality Cleaning** agrees to obtain Green Cleaning Certification within 90 days of the contract start date.

Best Quality Cleaning is committed to practices that will save materials, reduce waste and minimize pollution, promote greenhouse gas emission reduction goals, conserve natural resources, ensure compliance, and encourage sustainable behaviors.

Mark Mod

Signature of Authorized Representative

11/27/2018

Date

BIDDER REFERENCES FORM

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

Reference #1:

Client/Municipality Name:	Village Of Hillside
Address:	425 Hillside Ave Hillside, IL 60162
Contact Person:	Noreen Thermos
Telephone	708-202-4390
Fax	708-236-5110
Email Address:	Nthermos@hillside-il.org

Reference #2:

Client/Municipality Name:	City Of Crystal Lake
Address:	100 W. Municipal Complex Crystal Lake, IL 60597
Contact Person:	Don Christenson
Telephone	815-459-2020
Fax	815-459-2350
Email Address:	Dchristenson@crystallake.org

Reference #3

Client/Municipality Name:	City Of Countryside
Address:	5550 East Ave Countryside, IL 60525
Contact Person:	Sharon Peterson
Telephone	708-485-2595
Fax	708-345-9445
Email Address:	Speterson@countryside-il.org

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

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

(1) the dangers of drug abuse in the workplace;

(2) the grantee's or contractor's policy of maintaining drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance program; and

(4) the penalties that may be imposed upon employees for drug violations.

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

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

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION
(continued.)

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

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

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Paula Mod
Contractor

ATTEST:

Rose Beard

DATE: 11-27-18

SEXUAL HARASSMENT CERTIFICATE

Best Quality Cleaning hereinafter referred to as "Contractor" having submitted a bid/proposal for **JANITORIAL SERVICES** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

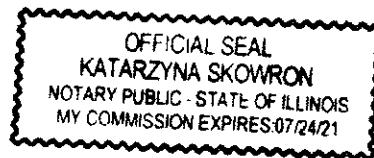
Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: Paul Mod

Authorized Agent of Contractor

Subscribed and sworn to
before me this 27 day
of NOVEMBER, 2018.

Katarzyna Skowron
NOTARY PUBLIC



CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE

_____Best Quality Cleaning_____, having submitted a bid/proposal for **JANITORIAL SERVICES** to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: Mike Mod.

Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this 27 day November 2018

Katarzyna Skowron

NOTARY PUBLIC



CERTIFICATE OF COMPLIANCE – CRIMINAL CODE OF 2012
720 ILCS 5/33-1 et. Seq.

I, Neha1 Modi, the contractor under a certain contract dated:

01-01-2019 with the Village of Bensenville for Janitorial Services hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

Contractor:

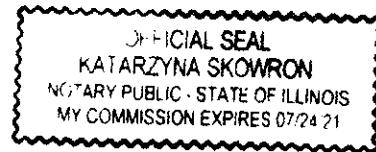
By: Neha1 Modi

Title: Director

SUBSCRIBED AND SWORN to before

me this 27 day of NOVEMBER, 2018.

Katarzyna Skowron
NOTARY PUBLIC



CONTRACT

1. THIS AGREEMENT, made and concluded this _____ day of _____, 2018 between the Village of Bensenville acting by and through its Village President and Village Board, known as the party of the first part and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the date above mentioned.

Village of Bensenville

By: 

Village President

ATTEST:

Nancy Dunn

Municipal Clerk

(If Corporation)

Corporate
Name _____

(Corporate Seal)

Address _____

ATTEST:

By _____ (Seal)
President

Corporate Secretary

(If an Individual)

Business
Name _____

Address _____

By _____ (Seal)
Bidder

(If a Co-partnership)

Firm
Name Best Quality Facility Services, LLC

Address 10015 Pacific Ave

Franklin Park, IL 60131

By Mark Mod.

Director

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

as Principal, and _____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of _____ dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Village President and Village Board of said Village of Bensenville for the **JANITORIAL SERVICES** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Village President and Village Board harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this
____ day of _____ A.D. 2018.

Corporate
Name _____

By: _____

ATTEST: _____
Secretary

Surety: _____
(Seal)

By: _____
Attorney in Fact (Seal)

By: _____
Attorney in Fact (Seal)

Countersigned
By: _____
Agent for Surety

Address of Surety _____

State of _____)
County of _____)

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of
_____, A.D. 2018.

Seal

Notary Public

Address

State of _____)

1
ss

County of _____)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2018.

Notary Public

Address

Approved this _____ day of _____, A.D. 2018.

ATTEST: _____ Village President and Village Board

Municipal Clerk
Municipal Seal

Village President

Alternate Bids

1. The Village is also seeking alternate bids to provide janitorial services for the following:

Facility	Address	Building Area, Sq. Ft.
Village Hall	12 S. Center Street	Approx. 30,000 sq. ft
Public Works	717 E. Jefferson Street	Approx. 20,000 sq. ft.
Waste Water Admin	711 E. Jefferson Street	Approx. 10,000 sq. ft.

2. Services shall be provided to all available areas of the buildings, including but not limited to:

- Entrances
- Lobbies
- General Offices
- Private Offices
- Conference Rooms
- Board Room
- Hallways/Corridors
- Break Areas/Lunchrooms
- Staff and Public Restrooms
- Public Meeting Rooms
- Stairways
- Elevators
- Locker Rooms
- Display Cases
- Other Available Areas of the Buildings

3. Hours of Work and Building Service Schedule

Work shall be completed during the following times:

- 3:30 pm to 10pm at the Public Works & Waste Water Admin.
- 5pm to 10pm at the Village Hall (Vacuuming and mopping should not be done during public meetings)

Work shall be completed on the following days:

- Village Hall – Five (5) days a week, Monday through Friday
- Public Works & Waste Water Admin. – Three (3) days a week – Monday, Wednesday, Friday

4. Upon award of the contract, fixed schedule will be submitted by the contractor for the Village approval. Contractor staff must be on-site performing the specified janitorial services during approved schedule periods. The schedule cannot be changed without Village's consent.

5. Scope of Work, Materials, Cleaning Standard Requirements, and Tasks

For **Scope of Work**, refer to pages 7-10 in this bid document **minus** the restricted areas specific only for the Police Department building (see section 6.2, 6.3 and 6.4 on pages 10-11)

For **complete list of Materials** (furnished by both Contractor and the Village), refer to section 3.0, pages 8-9.

For **Cleaning Standard Requirements**, refer to section 4.0, pages 9-10

For list of **Tasks**, refer to Appendix A, Sections 1-6

6. Alternate Bid Cost

The Contractor shall provide two (2) separate alternative bid costs:

Facility	Monthly Unit Price January 1, 2019 – December 31, 2019	Total Cost for 2019	Monthly Unit Price January 1, 2020 – December 31, 2020	Total Cost for 2020
Village Hall	\$1,680.00	\$20,160.00	\$1,760.00	\$21,120.00
Public Works & Waste Water Admin.	\$1,320.00	\$15,840.00	\$1,380.00	\$16,560.00

Village Hall TOTAL COST FOR 2019 and 2020: \$ 41,280.00

Public Works & Waste Water Admin TOTAL COST for 2019 & 2020: \$ 32,400.00

Grand Total for the Alternate Bid (2019 and 2020 – Village Hall, Public Works & Waste) Water Admin.: \$ 73,680.00

Police and Emergency Management Headquarters 345 E. Green Street
Clean after 5:00 PM - Monday through Sunday

Appendix A

* Task to be completed throughout facility

Task Schedule	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	Monthly	Quarterly	Semi-Annual
1. Offices, Entrances, Reception Area, Hallways, and Conference Rooms										
Empty all waste receptacles *	X	X	X	X	X	X	X			
Change out all waste receptacle liners (more often if needed) *	X		X		X					
Wipe down exterior of all waste receptacles / Spot clean as needed *								X		
Remove all garbage & recyclables to outside receptacle *	X	X	X	X	X	X	X			
Empty and damp clean all exterior ashtrays	X	X	X	X	X	X	X			
Dust/Clean all desk tops, file cabinets, tables, and other office equipment *			X		X		X			
Clean/Sanitize all telephones *	X		X		X		X			
Damp clean, sanitize and polish drinking fountains *	X	X	X	X	X	X	X			
Remove all finger prints from doors, frames, and light switches *			X		X		X			
Vacuum walls, and ceilings for cobwebs *								X		
Dust cobwebs from all corners *								X		
Dust and damp wipe all windowsills *								X		
Clean, wipe down lighting fixtures lens (clean out bugs), diffusers, and lamps *								X		
Scrub down all hard surfaces *									X	
Vacuum, damp wipe the HVAC vents *								X		
Clean all entrance & partition (interior) door glass *	X	X	X	X	X	X	X			
Dust exposed area of tables, counters, bookcases, shelves, picture frames *				X						
Damp clean fingerprints & beverage rings, working area of tables, cabinets, chairs *	X	X	X	X	X	X	X			
Spot clean walls *	X	X	X	X	X	X	X			
Damp clean walls / Polish wood paneling *									X	
Clean all shelves/surfaces and corners beyond reach of normal dusting *							X			
Vacuum all fabric and furniture and vertical surfaces of room dividers *								X		
Clean all furniture *										X
Wipe down all plastic and leather furniture *	X				X					
Damp clean tops of stairway handrails *	X			X						
Wipe down legs and arms of furniture *	X			X						
2. Kitchens/Lunch Room, Coffee Areas										
Clean all surfaces with an approved disinfectant	X	X	X	X	X	X	X			
Refill all soap and towel dispensers	X	X	X	X	X	X	X			
Spot clean walls around appliances and counters			X			X				
Scrub with non abrasive cleanser in all sinks			X		X		X			

Clean and sanitize refrigerator/freezer interiors - coordinate in advance with Village.									X	
Wipe down microwaves, coffee pots, and refrigerators, appliances		X		X		X				
3. Floors: carpet, concrete, porcelain, epoxy, solid vinyl										
Sweep and damp mop floors *	X	X	X	X	X	X	X			
In wet weather, heavily trafficed areas, repeatedly damp mop *	X	X	X	X	X	X	X			
Vacuum all carpeted floors *	X	X	X	X	X	X	X			
Spot clean all carpets (remove gum, candy, stains) *	X	X	X	X	X	X	X			
Sweep or vacuum all desk mats *	X	X	X	X	X	X	X			
Vacuum all floor mats *	X	X	X	X	X	X	X			
Damp clean all vinyl base boards								X		
Y Lift and vacuum under all plastic chair mats, damp wipe mat. *				X						
Buff all tile and resilient floors *								X		
Buff/Polish all tile and resilient floors *									X	
Deep clean carpet mats by IICRC S100 Standards via Guide for Professional Carpet Cleaning *									X	
FOLLOW Luxury Solid Vinyl manufacturer standards in Appendix A										
	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.	Sun.	Monthly	Quarterly	Semi-Annual
4. Restrooms / Lockerrooms										
Clean and disinfect all toilet bowls/urinals/baby changing stations	X	X	X	X	X	X	X			
Wash and disinfect all wash basins	X	X	X	X	X	X	X			
Y Detergent mop, rinse, and disinfect all washroom and locker-room floors	X			X						
Damp wipe and disinfect all counter tops	X	X	X	X	X	X	X			
Empty all waste receptacles/insert liners	X	X	X	X	X	X	X			
Dust tops of all lockers	X									
Wash exterior of all lockers								X		
Clean all mirrors	X	X	X	X	X	X	X			
Spot clean chrome fittings	X	X	X	X	X	X	X			
Refill all toilet paper/hand towels and soap dispensers	X		X				X			
Damp wipe all stall doors and partitions	X	X	X	X	X	X	X			
Scrub, disinfect and wipe down shower stalls		X		X		X				
5. Storage Rooms, Closets, Vaults										
Y Sweep or vacuum floors. Dust all horizontal surfaces and shelves, excluding mechanical systems. Remove all cobwebs, trash, or litter.									X	
6. Windows										
Dust/Damp wipe all blinds				X			X			
Clean with cleaner all inside windows / spot clean as needed							X			
Clean with cleaners all exterior windows									X	
7. Detention (must be supervised by Police)										

Dry Mop and Wet Mop all floors			X	X	X	X	X			
YWipe down and disinfect all horizontal surfaces in cells	X	X	X	X	X	X	X			
YWipe down all stainless steel	X	X	X	X	X	X	X			
YWipe down all cell toilets and sinks	X	X	X	X	X	X	X			
YWipe down walls			X		X		X			
YRestock paper products				X		X		X		
YClean all glass	X	X	X	X	X	X	X			
YScrub and hose down all cells with Village approved product				X						
YHose down all hallways					X					
YWet mop showers with Village approved disinfectant					X					
YClean and deodorize all drains					X					
YClean and dust air vents					X					
YVacuum edges using a crevice tool					X					
Squeegee, wet mop floors								X		
YScrub, clean, and disinfect shower stall								X		
Empty all waste receptacles, refill liners 3x week or more	X	X	X	X	X	X	X			
8. Parking Garage and Sally Port										
Sweep all concrete floors and epoxy floors								X		
Empty trash receptacles	X	X	X	X	X	X	X	X		
YWipe off fire extinguishers								X		
Let hose run in all floor drains to keep them free of dirt and odor								X		
Y Wipe doors free of water spots and dirt								X		
YPut oil dry over any oil spots; sweep up later in the day	X	X	X	X	X	X	X	X		
Hose clean all concrete and epoxy floors									X	
9. Fitness Room										
Wipe down equipment with disinfectant	X	X	X	X	X	X	X			
Dry mop	X		X		X					
Wet mop floor with cleaner							X			
10. Dog Kennels										
Hose down kennels into flushable drain	X	X	X	X	X	X	X			
Scrub & disinfect all surfaces with Village-provided solutions. Rinse thoroughly.								X		

Areas to be Serviced

- Large Foyer, Public Restrooms, Report Rooms, Multi-Purpose/EOC
- Administrative Offices & Conference, Bathroom
- Records Office and attached storage areas
- Investigations open office, private offices, and interrogation rooms
- All Main Corridors, Lockerrooms, Dog Kennel
- Lunch Room, Kitchen, Private Restrooms, and Library
- EMA Offices and Conference Room, Communications Room
- Roll Call, Patrol Sergeants, Report Writing, Fitness Room
- Parking Garage and Associated Storage Areas
- Detention Cells, Booking, Holding, Bond Out, and Sally Port

ADD: waste can outside at back entrance.

Luxury Solid Vinyl

NATURAL CREATIONS® - ArborArt® | EarthCuts® | Mystix®

NATURAL CREATIONS tiles are manufactured with a protective urethane finish that provides improved maintenance characteristics and maintenance options for the end user.

For Best Results:

- When performing wet maintenance, always use proper signage and prohibit traffic until the floor is completely dry.
- **Do not wet wash, machine scrub or strip the floor for at least 4 days after installation. This is to prevent excess moisture from interfering with the adhesive bond.**
- The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than 2 years old because these strippers may affect the adhesive bond.
- Do not dry buff or burnish the unpolished surface of NATURAL CREATIONS. Floors which are to be dry buffed or high-speed burnished should have a sufficient base of polish (5 to 7 coats). Floors must also be clean and dry before burnishing. Any residual soil on the floor before burnishing will be ground into the finish, resulting in discoloration.
- Do not use excessive amounts of liquid during maintenance.
- The use of scrubbing brushes is recommended to reach into the textured surface to remove dirt, particles and residues.
- Do not use brown or black pads, equivalent brushes or stiff-bristled, highly abrasive brushes on Armstrong® resilient flooring.
- If it becomes necessary to move any heavy fixtures or appliances over the flooring on casters or dollies, the flooring should be protected with 1/4" or thicker plywood, hardboard or other underlayment panels. If other on-site work is continuing, consider using a protective covering such as plain, undyed Kraft paper to guard against damage to the new floor.

NO POLISH, NO BUFFING MAINTENANCE SYSTEM

A. Initial Maintenance and Preparation for Commercial Traffic



1. Sweep, dust mop or vacuum the floor thoroughly to remove all loose dust, dirt, grit and debris.
2. Remove any dried adhesive residue with a clean, white cloth dampened with mineral spirits, carefully following the warnings on the container.



3. Damp mop the floor with a properly diluted neutral (pH 6 to 8) detergent solution such as Armstrong® S-485 Commercial Floor Cleaner.



4. If necessary, scrub the floor using a rotary machine or auto scrubber with a properly diluted neutral detergent solution (such as Armstrong® S-485 Commercial Floor Cleaner) and the appropriate scrubbing brush (aggressiveness equivalent to 3M red pad for light scrub, 3M blue pad or equal for a deep scrub).



5. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.

B. Daily / Regular Maintenance



1. Sweep, dust mop or vacuum the floor daily to remove dust, dirt, grit and debris that can damage the floor and become ground into the surface.



2. Spot mop as needed. Any spills should be cleaned up immediately.



3. Damp mopping of the floor should be performed on a regular or daily basis, depending upon traffic and soil levels in the area. Use a properly diluted neutral detergent solution, such as Armstrong® S-485 Commercial Floor Cleaner.

C. Periodic Maintenance



1. When needed, machine scrub the floor with a properly diluted neutral detergent solution (such as Armstrong S-485 Commercial Floor Cleaner) and the appropriate scrubbing brush (aggressiveness equivalent to 3M red pad for light scrub, 3M blue pad or equal for a deep scrub).



2. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.

ALTERNATIVE MAINTENANCE OPTIONS

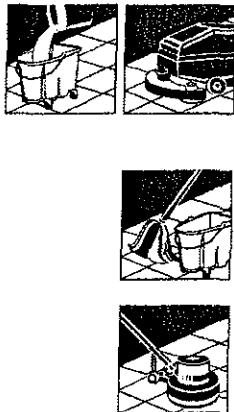
Recognizing that some end-users may prefer other maintenance options, these products may also be maintained using floor polish (finish) or without polish using spray buff procedures as described below.

1. Polish Option



- After completing Steps 1 and 2 under Initial Maintenance above, scrub the floor using a rotary machine or auto scrubber with a properly diluted neutral detergent solution such as Armstrong® S-485 Commercial Floor Cleaner and a scrubbing brush (aggressiveness equivalent to 3M red pad). This will promote polish adhesion.
- Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.
- Apply 3 to 5 coats of high-quality commercial floor polish such as Armstrong S-480 Commercial Floor Polish. In areas where the flooring will be exposed to heavy traffic and/or staining agents, the application of a stain resistant sealer (such as Armstrong S-495 Commercial Floor Sealer) prior to the application of polish is recommended.
- Regular and Periodic Maintenance should be performed as described above in Sections B and C.
- As needed, additional coats of floor polish should be applied. Additional coats should only be applied after scrubbing as described above in Section C – Periodic Maintenance.

2. Spray Buff Option



- After completing Steps 1 and 2 above under Initial Maintenance, scrub the floor using a rotary machine or auto scrubber with a properly diluted neutral detergent solution such as Armstrong S-485 Commercial Floor Cleaner and a scrubbing brush (aggressiveness equivalent to 3M red pad).
- Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.
- Spray buff using a rotary machine (175 to 600 rpm) with the appropriate pad and spray buff solution.
- Regular and Periodic Maintenance should be performed as described above in Sections B and C.
- Spray buffing should only be conducted after scrubbing as described above in Section C – Periodic Maintenance.

NOTE: For the above two options, at some point it may become necessary to remove polish build-up by stripping the floor. The use of high-quality maintenance products such as Armstrong® commercial floor care products and adherence to a well-planned maintenance program will greatly reduce the need for stripping. Should stripping become necessary, follow the procedures outlined below.

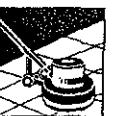
10-1986

D. Restorative Maintenance – Stripping

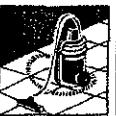
NOTE: The use of aggressive strippers such as mop-on/mop-off, no-scrub and no-rinse strippers is not recommended on tile floors less than 2 years old because they may affect the adhesive bond.



1. Mix stripping solution to the appropriate dilution, depending on floor finish build-up. Blockade areas to be stripped. Apply liberal amounts of solution uniformly to the floor with a mop. Let stripping solution soak for the appropriate amount of time recommended by the stripper manufacturer. Keep areas to be stripped wet. Rewet if necessary.



2. Machine scrub the floor (300 rpm or less) with a scrubbing brush (aggressiveness equivalent to 3M blue pad) to break up the polish film. **Do not allow stripping solution to dry on the floor.**



3. Remove dirty stripping solution with a wet vacuum or mop. **TIP: Drizzling fresh, clean rinse water onto the dirty stripping solution will assist with a more thorough removal.**

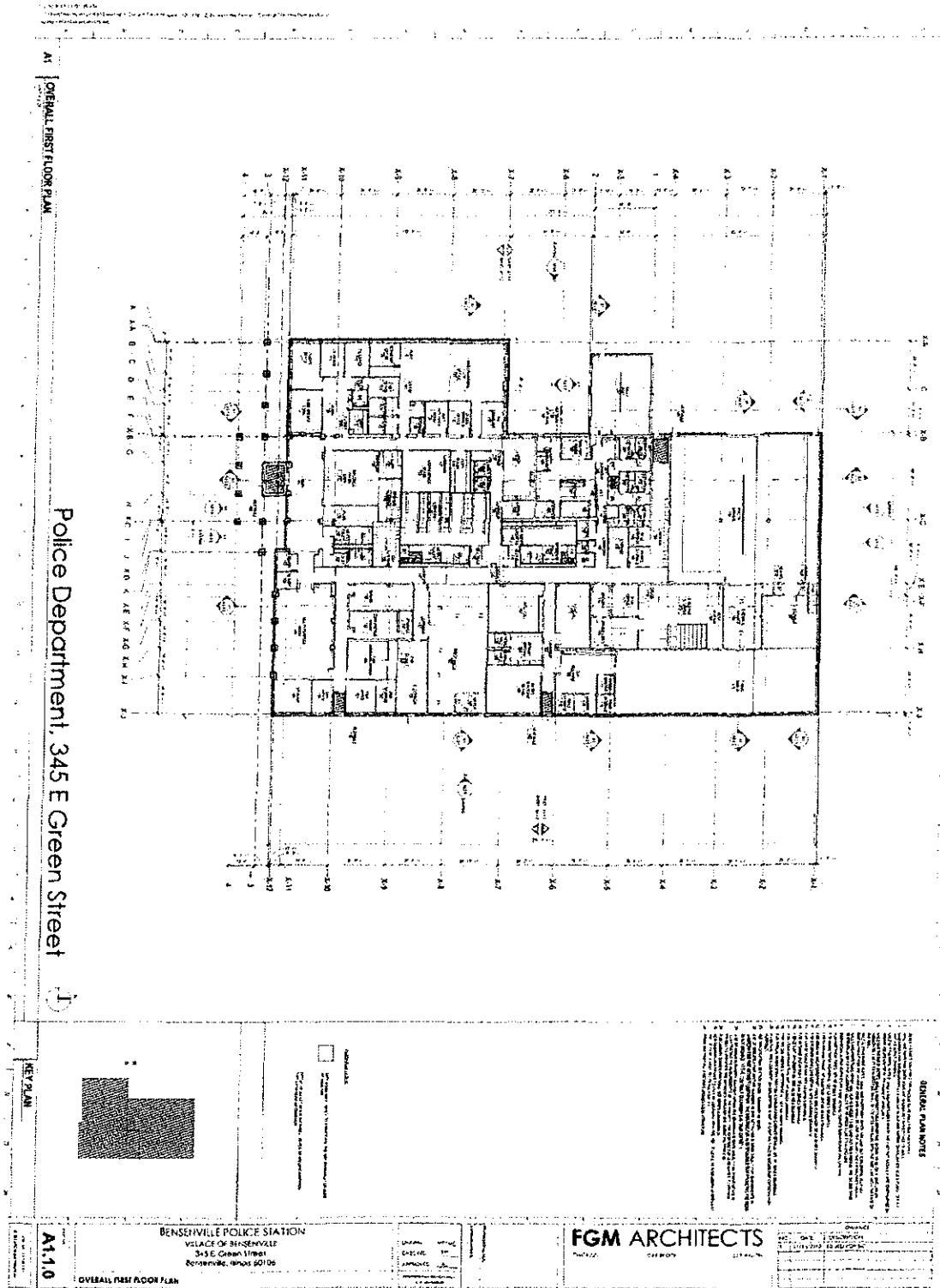


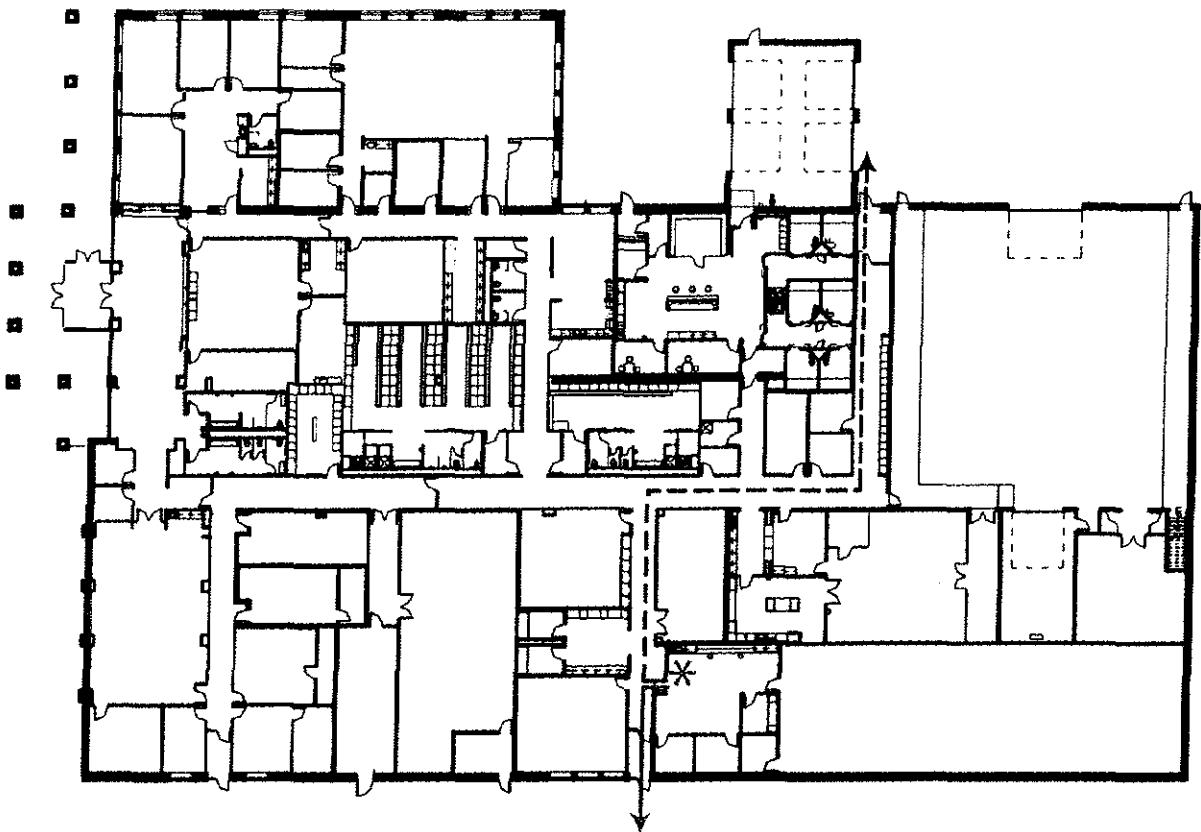
4. Thoroughly rinse the entire floor with fresh, clean water. Remove rinse water and allow the floor to dry completely.



5. Based on the selected maintenance option above, do one of the following:

- If maintaining with the **Polish Option**, apply 3 to 5 coats of high-quality commercial floor polish, such as Armstrong® S-480 Commercial Floor Polish.
- If maintaining with the **Spray Buff Option**, spray buff using a rotary machine (175 to 600 rpm) with the appropriate pad and spray buff solution.



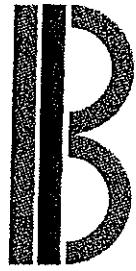


EVACUATION PLAN

* YOU ARE HERE

→ PRIMARY EVACUATION ROUTE

→ SECONDARY EVACUATION ROUTE



BENSENVILLE
GATEWAY TO OPPORTUNITY

2019-2020 Janitorial Services

Invitation for Bids (IFB)

Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106

ADDENDUM #1

To all general contract bidders of record on the Bid Proposal titled:

2019-2020 Janitorial Services

Addendum Date: November 20, 2018

A. This Addendum shall be considered part of the bid documents for the above mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Bidders are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

The bid documents are modified and clarified, as follows:

Item #1

Floor Plans for the Police Department, Village Hall, Public Works, Waste Water Treatment Plant (WWTP)

1. At the mandatory pre-bid meeting held November 15, 2018 at 9:00 AM at the Police Station (345 E Green Street), the attendees were provided with floor plans for all four (4) facilities.
2. Floor plan maps added at the end of the document.

Item #2

Bid Bond

1. Bid Bond shall be provided for the **BASE BID ONLY**.

Item #3

Extension Agreement for Janitorial Services Village of Bensenville, Illinois

1. This is the last extension agreement with Crystal Maintenance for year 2018
2. Extension Agreement is attached at the end of the document, following the floor map plans.

Item #4

Maintenance at other Village owned facilities (excluding Police Department)

1. Village Hall, Public Works and WWTP maintenance has been performed utilizing in-house staff in the past.

None - mod. , 11/27/2018

Sign & Date here to acknowledge this Addendum #1 was received.

Attach Signed Addendum #1 to the main Bid Document.