



Mundelein Park & Recreation District

SPECIFICATIONS and BID DOCUMENTS

**JANITORIAL SERVICE
MUNDELEIN PARK & RECREATION DISTRICT
1401 N. MIDLOTHIAN ROAD
MUNDELEIN, IL 60060**

BID OPENING:

2:00 P.M. MONDAY, FEBRUARY 19, 2018

Project Manual/Bid Specification

Project Title: Mundelein Park and Recreation District Janitorial Service

Site Address(es): 1. Mundelein Community Center
1401 N. Midlothian Road
Mundelein, IL 60060

2. Dunbar Recreation Center
888 Dunbar Avenue
Mundelein, IL 60060

Owner: Mundelein Park & Recreation District
1401 N. Midlothian Road
Mundelein, IL 60060

Owner's Rep: Derek Solberg – Superintendent of Buildings and Grounds
dsolberg@mundeleinparks.org
847.388.5463

Bid Documents: Plans and/or Specifications are available at:
Mundelein Park & Recreation District
Registration Office
1401 N. Midlothian Road
Mundelein, IL 60060

Or Available by Email Upon Request to dsolberg@mundeleinparks.org

Pre-Bid Meeting: **Friday, February 9, 2018 @ 1:00 P.M.**
Mundelein Park & Recreation District
3rd Floor
1401 N. Midlothian Road
Mundelein, IL 60060

Bid Due Date: **Monday, February 19, 2018 @ 2:00 P.M.**

Delivery Address: Mundelein Park & Recreation District
Registration Office
Attention: Derek Solberg
1401 N. Midlothian Road
Mundelein, IL 60060
Bids will be publicly opened and read aloud at that time.

Project Start Date: **Monday, March 19, 2018**

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ADVERTISEMENT for BID

Project Name: Mundelein Park & Recreation District Janitorial Service (the “Project”).

The Mundelein Park and Recreation District (the “District,” or “Owner”) will receive sealed bids for the above referenced Project until **2:00 p.m., February 19, 2018**. All bids shall be addressed to Mundelein Park & Recreation District, 1401 N. Midlothian Road, Mundelein, IL 60060, Attention: Derek Solberg and thereafter will be publicly opened and read aloud. Each bid must be placed in a sealed opaque envelope and shall be clearly marked "**Sealed Bid – Mundelein Park & Recreation District Janitorial Service**".

Bid Documents may be obtained at Mundelein Parks & Recreation District Registration Office, 1401 N. Midlothian Road, Mundelein, IL 60060 or by email upon request. For more information, contact Derek Solberg, Superintendent of Buildings and Grounds at 847.388.5463 or dsolberg@mundeleinparks.org.

A Pre-Bid meeting will be held at Mundelein Parks & Recreation District 3rd floor, 1401 N. Midlothian Road, Mundelein, IL 60060 on **Friday, February 9, 2018 @ 1:00 P.M.** This meeting will be used to review the Specifications and give any Bidders the opportunity to discuss any concerns with the Owner.

The Board of Commissioners for the Mundelein Park & Recreation District reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a bid and reject the remainder. 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 District at the request of the Bidder. The District’s tax exemption number shall only be used by the successful Bidder for the Work of this Project. After the bid opening, no bid may be withdrawn and all bids shall remain firm for sixty (60) days.

All bids must be accompanied by cashier’s check or bid bond payable to the order of the Mundelein Park & Recreation 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.

The Mundelein Park & Recreation District is an Equal Opportunity Employer and encourages “minority” business firms to submit bids on the approved Project and encourages the successful Contractor(s) to utilize minority businesses as sub-Contractors for supplies, equipment, services and construction.

Dated at the Mundelein Park & Recreation District,
Mundelein, Illinois,
_____, 2018

by _____
Margaret Resnick, Executive Director

INSTRUCTIONS TO BIDDERS

DATE: January 29, 2018

BID REQUEST: Mundelein Park & Recreation District Janitorial Services (the "Project").

Sealed bids will be accepted until **2:00 p.m. on Monday, February 19, 2018** and immediately thereafter publicly opened and read aloud at **Mundelein Park & Recreation District, 3rd Floor, 1401 N. Midlothian Road, Mundelein, IL 60060**. 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 Mundelein Board of Commissioners at a regularly scheduled meeting.

Work is expected to begin on Monday, March 19, 2018.

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, e-mailed bid or modification of a bid will be considered.** It is the responsibility of the bidder to print and sign all bid documents. The 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 plant, 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 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 District.

The Bidder shall submit its prices on the attached Contractor Bid Form. The Bid Form shall be executed properly and all writing, including all signatures, shall be with black ink. Failure to use the Bid 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 Work of the Project.
2. Are able to show that they have adequate laborers and materials to successfully complete the Work as indicated in the Bid Documents and within the time required by the Bid Documents.
3. 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.

1. On a separate sheet, list all similar services the organization has completed in the past two years; which are comparable in scope, giving the name of the project, project description, project address, owner, and telephone number.
 - a. Provide the original contract amount and date(s) of service
 - b. Scope of work provided during contract period
 - c. Reason for discontinued services
2. 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.
3. On a separate sheet, indicate all instances in which Bidder has been rejected for not being a responsible bidder, giving the name of the project, project description, project address, owner and telephone number, architect and telephone number, contract amount, and an explanation of the circumstances surrounding the rejection.

4. 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 a 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.
5. On a separate sheet, provide itemized estimates of final bid number. Including labor rate, insurance, payroll taxes, equipment pricing, and any/all overhead expenses. This exercise is to ensure responsible financial practices are in place.

Other required submittals include:

- Bid proposal
- Contractor's Compliance and Certification Attachment/ Substance Abuse Prevention Program Certification.
- Price Worksheet

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 themselves 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 District and the Architect 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 Owner 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 Owner.

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
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 District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said District or that has failed to perform faithfully any previous contract with the 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 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 Mundelein Park & Recreation District 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 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 payable to Mundelein Park & Recreation 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 bond for the successful bidder will be converted to a performance bond for **ten percent (10 %)** of the amount of the bid upon acceptance of the winning bid.

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 Mundelein Park & Recreation District Board of Commissioners. The bid security of the successful Bidder will be returned after acceptance by the District of an acceptable Performance Bond, Labor and Materials/Payment Bond and a certificate of insurance naming the Mundelein Park & Recreation District as the certificate holder and as additional insured, and the successful Bidder has executed and returned to the District the Contract for the Work presented by the District.

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.

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 District; no other act by the District shall constitute the acceptance of a bid. The acceptance of a bid by the 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 District shall sign and deliver to the District for execution by the 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 forfeit the Bid Security.

The Invitation to Bid, Instructions to Bidders, General Conditions, Supplementary and/or Special Conditions, if any, Drawings, Specifications, Contractor Bid Form, Addenda, if any, Contractors Compliance and Certifications Attachment, and Substance Abuse Certification comprise the Bid Documents. The Bid Documents and the Performance Bond and Labor Material Payment Bond and proof of insurance comprise the Contract Documents. The successful Bidder will provide a Standard/Form of Agreement Between Owner and Contractor.

8. Interpretation of the Contract Documents

The 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 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 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 five (5) days prior to opening of bids to the District. Address all communications to **Derek Solberg at the Mundelein Park & Recreation District**. If an error or omission is discovered in the Bid Documents after the bid opening, the 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 District and to require that Contractor to perform the Work in accordance with an issued correction by the 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 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 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.

BID FORM

Proposal of (name of Contractor) _____ hereinafter called "Bidder", (a)/
(an) (corporation, partnership, individual) doing business as _____

To the Mundelein Park & Recreation District, herein after called the "Owner."

The Bidder, in response to the Owner's Advertisement for Bids for **Mundelein Park & Recreation District Janitorial Service**, having examined the Plans and Specifications, hereby proposes to furnish and deliver all labor, materials and supplies in accordance with the Specifications, within the time set forth therein and at the prices stated below. These prices are to cover all expenses including delivery to Mundelein, Illinois.

Bidder acknowledges receipt of the following Addenda (if applicable), which will be part of the Contract Documents:

Numbers: _____, _____, _____, _____.

Bidder hereby agrees to start work after receipt of "Notice to Proceed" from the Owner and to substantially complete the Project/provide the services as and when specified.

Communications concerning this Bid shall be addressed to the Bidder indicated below:

Name: _____

Street Address: _____
(City) (State) (Zip)

Phone Number: _____

If Bidder is:

An Individual:

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

doing business as _____

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 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 construction, 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 Bid Bond in accordance with the Instructions to Bidders.
7. To furnish Performance/Labor and Material Payment Bond in accordance with the Instructions to Bidders.

8. To commence work as specified in the Instructions to Bidders, and to prosecute the Work in such a manner, and with sufficient materials, equipment and labor as will ensure its completion within reasonable time, it being understood and agreed that the completion within such reasonable time is an essential part of this Contract.

9. To give the total base bid amount, the total add alternate and/or subtract alternate amounts (if requested) both in words and in figures. The total bid amount in each case shall be the sum of all of the total item amounts as applicable and as described above.

Bidder agrees to perform all of the work described in the Contract Documents for the following price:

\$ _____ Base Bid

\$ _____ (optional) Year 2

\$ _____ (optional) Year 3

Sworn and subscribed to before me this
_____ day of _____, 2018

Notary Public or Other Officer
Authorized to Administer Oaths.

(Notary Signature)

My Commission expires:

**Mundelein Park & Recreation District
Bid Package Pricing Worksheet**

**Mundelein Park & Recreation District Janitorial Service
Price Worksheet**

Contractor's Name: _____

Address: _____

Phone: _____

Email: _____

Total Pricing

Base Bid: _____

Price for Second Year (optional): _____

Price for Third Year (optional): _____

Maintenance Service Hourly Wage: _____

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. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 *et seq.*) which stipulates that whenever there is a period of excessive unemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Owner.
- G. (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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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 Mundelein Park & Recreation 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

By: _____

Its: _____

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 Mundelein Park & Recreation 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)

_____ Dated: _____
Signature of Authorized Representative

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)

_____ Dated: _____
Signature of Authorized Representative

GENERAL CONDITIONS OF THE CONTRACT

Contractor must provide a contract document to include each of the following supplemental conditions.

SUPPLEMENTAL CONDITIONS

I. Insurance and Indemnity Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for death, injuries to persons, or damages to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees or subcontractors of the types and in the amounts listed below.

- A. Commercial General and Umbrella Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner and Architect. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.
- B. Continuing Completed Operations Liability Insurance.** Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each occurrence for at least three years following substantial completion of the work. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01, or substitute form providing equivalent coverage, and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.
- C. Business Auto and Umbrella Liability Insurance.** Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 0 1, CA 00 05, CA 00 12, or a substitute form providing

equivalent liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

D. Workers Compensation Insurance. Contractor shall maintain workers compensation as required by statute and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease. If Owner has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Contractor waives all rights against Owner and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Contractors work.

E. General Insurance Provisions.

1. Evidence of Insurance prior to beginning Work, Contractor shall furnish Owner with a certificate of insurance and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Owner. Failure to maintain the required insurance may result in termination of this Contract at Owner's option. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate shall provide certified copies all insurance policies required above within 10 days of Owner's written request for said copies.

2. **Acceptability of Insurers.** For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Bests Key Rating Guide. If the Bests rating is less than A VII or a Best's rating is not obtained, tile Owner has the right to reject insurance written by an insurer it deems unacceptable.
3. **Cross-Liability Coverage.** If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
4. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to the Owner. At the option of the Owner, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.
5. **Subcontractors.** Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Indemnification

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

II. Progress Schedule, Meetings and Reports

- Progress meetings with Contractor will be held regularly with Owner, unless both the Owner and Contractor modify the schedule.

- The Contractor is required to send representatives who can commit the Contractor to a decision at the meetings.

III. Execution, Correlation, Intent and Interpretations

- Figured dimensions and marked data shall take precedence over scale measurements, and details shall take precedence over smaller scale general Drawings. Discrepancies or ambiguities found in Drawings or Specifications shall at once be reported to the Owner for clarification.
- If Work is required in a manner to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, or if the Contractor has any questions regarding the meaning of Contract Documents, the Contractor must request the Owner's interpretation and clarification before proceeding with Work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the Work in a satisfactory manner. Should any conflict occur in or between Drawings and Specifications, the Contractor is deemed to have estimated on, and agreed to provide the greater quantity or better quality of materials and Work unless he shall have, before submission of proposal, asked for and obtained written decision of the Owner as to which method or materials will be required.
- Wherever any provision of the Specifications conflict with any agreements or regulations of any kind at any time in force among members of any trade associations, unions or councils, which regular or distinguish what work shall not be included in the work of any particular trade, the Contractor shall make all necessary arrangements to reconcile any such conflict without delay, damage or cost to the Owner and without recourse to the Owner. In case the progress of the Work is affected by any undue delay in furnishing or installing any items of material or equipment required under the Contract because of a conflict involving any such agreement or regulation, the Architect/Owner may require that other material or equipment of equal kind or quality be provided at no additional cost to the Owner.
- The obligations of the Contractor shall be construed to include, but not be limited to, injury or damage consequent upon failure to use or misuse of the Contractor, his agents and employees, of any scaffold, hoist, crane, stay, ladder, support or other mechanical contrivance erected or constructed by any person; or any or all other kinds of equipment whether or not owned or furnish by the Owner.

IV. Sub-contractors

- Proper and complete execution of all Work shall be the responsibility of the Contractor and should contractor properly subcontract certain parts of the Work, the Owner will hold the Contractor responsible for proper and complete execution thereof. If the Contractor elects to enter into subcontracts for any section of the Work, contractor shall assume all responsibility of ascertaining that the sub-Contractor for the Work is thoroughly acquainted with all conditions of Work and that the sub-Contractor has included all materials and appurtenances in connection

therewith. It shall also be the responsibility of the Contractor to notify sub-Contractors at time of request for bids of all requirements of the Contract Documents that, the Contractor, intends to include as part of subcontract.

- The Contractor shall not subcontract any Work without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed subcontract, which statement shall contain such information as the Owner may require.
- The Contractor shall submit with the bid, the names of sub-Contractors for other parts of the Work. The Contractor shall not employ any sub-Contractor that the Owner may, within a reasonable time, object to as incompetent or unfit.
- The Contractor shall be as fully responsible to the Owner for the acts and omissions of the sub-Contractors, and of persons either directly or indirectly employed by them, as the contractor is for their acts and the acts and omissions of persons directly employed by said contractor.
- The Contractor shall cause the appropriate provisions to be inserted in all subcontracts relative to the Work to bind sub-Contractors to the Contractor by the terms of the Contract Documents, and to require sub-Contractors to comply with the Contract Documents, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- Nothing contained in the Contract shall create any contractual relation between any sub-Contractor and the Owner.
- Contractor shall cause each sub-Contractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Owner, Contractor shall furnish copies of certificates of insurance evidencing coverage for each sub-Contractor.

V. Payments and Completion

- Contractor shall supply monthly invoices to Owner with a certified payroll sheet indicating individuals who performed duties. Any and all “a la carte” duties shall be itemized on invoices.
- The Owner may withhold or nullify all or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of defective Work not remedied, claims filed or reasonable evidence indicating probable filing of claims, failure of Contractor to make payments to sub-Contractors or for material or labor, or for any other reason as specified in the Contract Documents.

VI. Uncovering and Correction of Work

- Contractor's duty to correct Work shall not be limited to a period of one (1) year from the date of completion if the defect was of a latent nature or occurred in materials or workmanship covered by Contractor before Owner was able to inspect same contrary to the requirements of the Contract Documents, or as otherwise specified by the Contract Documents. All correction of unacceptable work shall be made before final payment is made.

VII. Miscellaneous Provisions

- Protection of Work and Property - The Contractor shall continuously maintain adequate protection of all the Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract.
- Contractor shall comply with all federal, state and local laws, rules and regulations applicable to the work, all Village of Mundelein building codes, and all laws and regulations pertaining to occupational and work safety and disposal of landscape waste and construction debris.
- Access to Work - The Owner and his representatives shall at all times have access to the Work whenever it is in preparation or progress.
- Clean Up - The Contractor shall at all times keep the Work site free from accumulation of waste materials or rubbish caused by his employees or work and, at the daily completion of the Work, he shall remove all waste materials/rubbish from the worksite.

**Mundelein Park & Recreation District
Janitorial Service
1401 N. Midlothian Road
Mundelein, IL 60060**

WORK SUMMATION

The Mundelein Park & Recreation District (referred as “owner” herein out) is currently seeking a professional, efficient, and thorough janitorial service for our Mundelein and Dunbar Recreation Centers (referred as “location” herein out) which services Mundelein Park & Recreation District with fitness and recreation services. The work that is to be done is seven (7) days a week year around accept certain Holidays.

Please refer to Attachment A for list of operational days.

Please refer to Attachment B for complete list of duties.

This request for bid is a twelve (12) month janitorial service agreement starting March 19, 2018 and ending March 31, 2019. There will be a comprehensive evaluation by the owner (and contractor if desired) at the conclusion of the 11th month of service. Options for additional 12 months of service in the second year of this contract beginning on April 1, 2019 will be considered at that time. Additional option for a third year of this contract will be considered in the 11th month of the second year.

During the first month of service we will require a weekly meeting with a manager of the contractor and owner to discuss any and all issues. After the first month; we will require a monthly meeting for the duration of the contract.

We request that **ALL** bidders provide at least five (5) references and at least (5) current contracts in which similar job tasks are being performed. Please include owner, address, phone number, contact name, and a list of duties performed.

We request that **ALL** bidders break down, to the best ability, the base bid price structure on a separate document as described in Section 2, bullet 6. Please include the average number of people, hourly wage, and time it takes to perform duties on the Document A and Document B.

All invoices submitted must be approved by the Mundelein Park & Recreation District Board of Commissioners at public meetings that will occur on the second and fourth Monday of each month.

Mounted Key System or electronic code will be provided by owner for access to facility. Contractor will be given a specific code to access keys and must return keys to Mounted Key System. Contractor will NOT leave premises with keys.

Documentation

Owner will provide checklists for contractor to fill out each day. It is the responsibility of the contractor's staff to check all items completed, initial, and date as necessary.

Background checks for all contractor employees must be provided to owner to keep on file. This includes any and all persons substituting in the event of a leave of absence of any kind. In addition all employees entering the facility for work must have a picture ID badge with the following: picture, company name, pertinent company information, employee name, phone number, employee ID number, and supervisor.

Chemicals, Supplies, and Equipment

If the contractor wishes to submit a bid using their chemical cleaning methods, using their own supplies, and using their equipment exclusively; PLEASE indicate this on your bid submittal.

The owner will NOT provide the following:

- Vacuums of any kind
- Carpet Extractors
- Floor scrubber and/or burnisher
- Tile and grout cleaning machines
- Ladders of any kind
- Eye protective gear
- Hearing protective gear
- Dust mask or respirator
- Disposable gloves

The owner may provide the following:

- All garbage can liners
- Toilet Paper
- Paper Towels
- Soaps
- Hand Sanitizers
- Waxed lined sanitary bags
- Urinal screens
- Micro Fiber cloths
- Two – 55 gal. garbage cans on rollers
- Cleaning cart
- Floor disinfecting microfiber mop
- Toilet Brushes
- Certain Cleaning Chemicals - **TO BE DETERMINED**

General Safety Practices

- All safety trainings must be Occupational Safety and Health Administration (herein as OSHA) approved and documented for the Owner
- All chemicals MUST have a Safety Data Sheet (SDS) inserted into the appropriate binder supplied by Owner
- All chemicals must be stored in a proper fashion according to the appropriate SDS
- Any and all equipment must in good working condition and clearly marked as “contractor name”
- During working hours; there must be a minimum of two (2) people present to perform tasks throughout the night
- Recommended Personal Protective Equipment (provided by contractor) as per OSHA standards
 - Includes but not limited to gloves (disposable and non-disposable), safety glasses, hearing protection equipment, air particulate masks, etc...
- Any and all injuries must be reported to owner in written form.
- Any and all emergencies must be reported immediately to owner.

SCOPE OF WORK

Mundelein Park & Recreation District Janitorial Services

All work to be completed during non-business hours:

- Mundelein Community Center and Dunbar Recreation Center*
- Building Operational Hours
 - Monday thru Thursday 5:30am – 9:30pm
 - Friday 5:30am – 8:00pm
 - Saturday & Sunday 7:00am – 5:00pm

*Access times for janitorial staff may be available earlier at the Dunbar Recreation Center depending on usage schedule. A quarterly building usage schedule will be provided.

Please refer to Attachment A for holiday operational days.

There are several days that this facility is open for business during certain holidays. Please note that we will require the services of the contractor on those holidays.

If holiday pay is required, as per contractor's labor agreement, please incorporate this cost into your base bid pricing. The owner is not responsible and will not pay for holiday pay during the course of the contract.

Please refer to Attachment B for list of Janitorial duties.

UNSATISFACTORY CLAUSE

This clause has been inserted to ensure that both parties, Owner and Contractor, are willing and able to work within the contract. If after several attempts of documented corrective action, whether initiated by the Owner or Contractor, there are still issues that make it impossible to continue the services agreed to; both parties will part ways without any compensation or legal action.

If agreed please print and sign name and submit with bid.

Name

Signature

Company Name

Date

**CERTIFICATION OF COMPLIANCE
WITH ARTICLE 33B OF THE
CRIMINAL CODE OF 1961**

The undersigned, _____, being the contractor submitting a bid for the public project as described in these bid documents hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Sec. 33B-3 or Sec. 33B-4 or Article 33B of the Criminal Code of 1961, approved July 28, 1961, as amended.

Dated: _____

Contractor: _____

By: _____

Attest: _____

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