



RACQUET & FITNESS CLUB

a facility of the homewood-flossmoor park district

2920 W. 183rd Street
HOMWOOD, IL 60430

INVITATION TO BID

CUSTODIAL CLEANING SERVICES FOR THE H-F RACQUET & FITNESS CLUB

BID OF:

Name of Bidder _____

Address _____

City, State and Zip Code _____

SUBMIT BID TO:

Homewood-Flossmoor Park District,
3301 Flossmoor Road, Flossmoor, IL 60422
Attention: Joe DeCicco

BIDS DUE AND OPEN:

February 28, 2020; at 10:00am, Local Time

INVITATION TO BID

The Homewood-Flossmoor Park District does hereby invite bid proposals for **overnight Custodial Cleaning Services** for the H-F Racquet & Fitness Club. Interested vendors should read and understand this bid packet in its entirety.

Specifications and Contract Documents may be obtained beginning **February 3, 2020**, at the District's Administrative Office at the Goldberg Center, 3301 Flossmoor Road, Flossmoor, IL 60422, Monday - Friday, 8:00 a.m. – 5:00 p.m., or in PDF format at the District's website: www.hfparks.com/bidsrfps/.

The Park District will host a voluntary walk through for any interested vendors on Thursday, February 13, 2020 at 10:00 a.m., at the H-F Racquet & Fitness Club, located at 2920 183rd Street, Homewood, IL. Interested bidders will be given a tour of the facility and may ask questions of management. Any questions regarding this bid should be directed to Joe DeCicco by email at jdecicco@hfparks.com. Answers will be provided via email to all vendors who have provided their contact information when received bid packets.

Bidders shall use forms from the bid packet (**Reference Form, Bid Pricing Sheet, and Certifications Form**), which shall be filled out completely and submitted in a sealed, opaque envelope, labeled **"SEALED BID CUSTODIAL SERVICES for the HFRFC"** and addressed to Homewood-Flossmoor Park District, 3301 Flossmoor Road, Flossmoor, IL 60422, Attention: Joe DeCicco. The bids shall be received until 10:00 a.m. on Friday, February 28, 2020, at which time all received bids will be publicly opened and read aloud at the Goldberg Administration Center, 3301 Flossmoor Road, Flossmoor, IL 60422.

The Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive all technicalities, to accept or reject any or all bids, to accept only portions of a proposal and reject the remainder without disclosure for any reason. Failure to make such a disclosure will not result in accrual of any right, claim or cause of action by any bidder against the Homewood-Flossmoor Park District.

The Contractor 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.

Sincerely,

Joe DeCicco

Assistant Manager
H-F Racquet & Fitness Club

INSTRUCTIONS TO BIDDERS:

1. DEFINITIONS

For the purpose of this bid:

- A. The terms HOMEWOOD-FLOSSMOOR PARK DISTRICT, OWNER, HFPD and PARK DISTRICT are synonymous. The Owner's representative, Joe DeCicco, can be contacted via email at jdecicco@hfparks.com.
- B. The terms BIDDER, VENDOR, COMPANY, and CONTRACTOR are synonymous and shall mean the party bidding for or entering the Contract for the performance of the Work covered by the written Specifications, and his/her legal representatives or authorized agents.
- C. The term "AGREEMENT" OR "CONTRACT" shall mean the contract the successful Contractor enters into with the Owner to provide the services in accordance with these Bid Documents.

2. BID DOCUMENTS

The Bid Documents may be obtained beginning **February 3, 2020** at the District's Administrative Office at the Goldberg Center, 3301 Flossmoor Road, Flossmoor, IL 60422, Monday - Friday, 8:00 a.m. – 5:00 p.m., or in PDF format at the District's website: www.hfparks.com//bidsrfps/.

3. BID SUBMISSION

- A. Bids shall be submitted only on the forms (Bid Form, Bidder's Reference List and Certifications Form provided in these documents (collectively, the "Contractor's Bid Forms"). The Contractor's Bid Forms shall be executed properly and all writing, including all signatures, shall be with black ink. Vendor's signature on the bid sheet must be actual signature. A stamped or typed signature may disqualify the bid. Failure to use the Contractor's Bid Forms provided could result in rejection of the bid.
- B. All applicable blank spaces on the Contractor's Bid Forms shall be fully completed, and all amounts shall be in words as well as in figures where applicable.
- C. Erasures, interlineations, corrections, or other changes on the Contractor's Bid Forms shall be explained or noted over the signature of the Bidder. No bid submitted with deviations or reservations from the full contract called for will be considered.
- D. Bidders' prices are to include pricing for the performance of all labor and services, necessary for the proper completion of the services. 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 services. An exemption certificate will be furnished by the Park District upon request of the Bidder.

- E. Bidder must acknowledge all Addenda received in the spaces provided on the Bid Form. By submitting a bid, Bidder indicates that all considerations issued by Addendum are incorporated in the bid.
- F. Contractor is required to complete the Contractor's Compliance and Certification Attachment regarding the Bidder's compliance with applicable laws. **Failure of a Bidder to complete/submit the required certifications shall be the basis for immediate rejection of that Bidder's bid.** The certifications of the successful Bidder shall become a part of the Contract with the Park District.
- G. Bids shall be submitted in a sealed, opaque envelope, marked with the name of the Bidder, the date and time of the bid opening and addressed as follows:

Homewood-Flossmoor Park District
Attention: Joe DeCicco
3301 Flossmoor Road
Flossmoor, IL 60422

SEALED BID CUSTODIAL SERVICES for the HFRFC

- H. Bids shall be delivered or mailed in time for delivery to the foregoing address no later than **February 28, 2020 at 10:00 a.m.** Oral bids or oral modifications to bids will not be considered. It is the sole responsibility of the Bidder to see that his bid is received in proper time. **No faxed or e-mail bid or modification of a bid will be considered.** The Park District is not responsible for the premature opening of bids not marked as required. Any bid opened prematurely due to the failure of the Bidder to mark the envelope in accordance with these Bid Documents will be considered non-responsive.
- I. Bids will be publicly opened on the due date.

4. EXAMINATION OF DOCUMENTS AND SITE

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

The failure or omission of any Bidder to obtain, receive or examine any form, instrument, or information or to visit the s H-F Racquet & Fitness Club, 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 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. 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.

5. INTERPRETATIONS

All questions about the Bid Documents need to be submitted in writing to the Homewood-Flossmoor Park District and shall be received on or before 5:00 p.m. on February 21, 2020. Submit questions via e-mail to Joe DeCicco at jdecicco@hfparks.com, fax (708) 957-4993, or via mail at 3301 Flossmoor Rd., Flossmoor, IL 60422.

6. ADDENDA

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

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

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

7. MODIFICATION OR WITHDRAWAL OF BIDS

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 ninety (90) calendar days.

8. QUALIFICATION 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 services similar in kind and scope to the services as required by these Bid Documents; and 2) are able to show that they have adequate laborers and materials to successfully complete the services as indicated in the Bid Documents and within the time required by the Bid Documents. The Contractor shall not have been debarred or determined ineligible for public contracts by any governmental agency.

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

- A. Bidders must have at least five (5) years of experience operating and maintaining a cleaning service for private or public fitness facilities. On the Bidder's Reference List form provided herein, list at least three (3) clients your organization has provided services for in the past three (3) years, which are comparable in scope, giving the name of the client, description of scope of services provided, client address, contact information. The Contract for the services will not be awarded to a Bidder with a negative Better Business Bureau rating.
- B. 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.
- C. 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, or which was terminated early, giving the names and addresses of the parties to the contract, the name of the party declaring the breach or terminating the contract, the nature of the claimed breach or reason for termination, and current status or resolution of the claim.
- D. Other required submittals include: Bid Form; Contractor's Compliance and Certification Attachment. **Failure of a Bidder to complete/submit these documents shall be the basis for immediate rejection of that Bidder's bid.**
- E. The Park District reserves the right to require of any Bidder such information to verify the Bidder's qualifications and financial status and to withhold formal signing of the contract until such information is received.

9. ACCEPTANCE OR REJECTION OF BIDS

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

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

In the event of a rejection of a portion, part, or certain items of work of all bids, the bid of each Bidder shall automatically be deemed reduced by the amount of such rejected part or item at the unit price or other cost designated therefore by that Bidder on its submitted Contractor Bid 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 Homewood-Flossmoor Park District Board of Park Commissioners reserves the right to waive any technicalities or irregularities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Park District will be served by such actions and in accordance with applicable law.

10. 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 past performance of the Bidder.

The Owner shall have the right to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

Bids will be accepted from Vendors bidding on the entire Contract. Split or partial proposals will not be accepted.

The acceptance of a bid will be by a Notice of Award, signed by a duly authorized representative of the Park District; no other act by the Park District shall constitute the acceptance of a bid. The acceptance of a bid by the Park District shall bind the successful Bidder to execute and perform the work of the Contract. The successful Bidder to whom the Contract is awarded by the Park District shall sign and deliver to the Park District for execution by the Park District all required copies of the Contract, along with all required insurance within ten (10) days after presentation to him of the Contract for signature.

The Invitation to Bid, Instructions to Bidders, General Conditions, Specifications, Contractor Bid Forms, including all Contractor Certifications, and the Addenda, if any, comprise the Bid Documents. The Bid Documents, together with Janitorial Services Agreement substantially in the same form included in these Bid Documents, and proof of insurance comprise the Contract Documents.

SPECIFICATIONS

A. Description of Cleaning Tasks

Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. **Dusting:** There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate, for example, treated dusting cloths or vacuum tools.
2. **Horizontal surfaces:** includes, but is not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.
3. **Carpet Cleaning by Thorough Vacuuming:** Carpets shall be clean and free from dust balls, dirt and other debris. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Prior to vacuuming, broom all edges not reached by vacuum. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Straight suction vacuuming is not acceptable. The Park District requires that a motor driven commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. **Carpet Spot Cleaning:** Buildup, spillage or crusted material shall be removed along with spots, smears and stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.

5. **Clean Glass / Mirrors:** Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.
6. **Clean and Disinfect Walls, Doors, Doorknobs and Handrails:** Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
7. **Sweep or Dust Mop:** Thoroughly sweep or dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to dumpster.
8. **Damp Mop:** Thoroughly damp mops all non-carpeted areas with an approved disinfectant solution. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution for radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.
9. **Wet Mopping and Scrubbing:** The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings. Floor must be properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

10. **Scrub Hard Surface:** Remove all movable objects from area and place approved “closed” signage to area prior to completion of task. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean. Thoroughly rinse or mop with a clean water (or use wet vacuum to pick up dirty solution). Make sure all walls, doors, etc. are also thoroughly rinsed. Thoroughly rinse or mop a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
11. **Empty Waste Receptacles:** Empty all containers that are provided for the disposal of waste, i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only, unless other items are clearly marked for disposal. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.
12. **Remove Recyclable Paper/Glass/Plastic (as applicable):** Pick up all recyclables from marked containers centrally located throughout the building and move to designated containers in the loading dock area. This does not include individual boxes on desks.
13. **Cleaning / Disinfecting Drinking Fountains:** Thoroughly clean entire exterior surface with approved cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry.
14. **Damp Wiping:** This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.

B. Times to Service Facility

Custodial cleaning service shall be provided seven (7) days per week, Sunday through Saturday, unless otherwise available based on the facility schedule. Any change in the service schedule must be in writing and agreed to by both parties.

Monday through Thursday: Between 10:30pm AND 4:45am

Friday: Between 9:00pm AND 5:45am

Saturday: Between 8:30pm AND 5:45am

Sunday: Between 8:30pm AND 4:45am

C. Staff

Contractor must submit a staffing plan showing the name, title and/or position, and role of each individual who will substantially contribute to the services. Contractor must identify a supervisor on duty while work is being completed. While on premise, staff must be easily identified by the uniform they wear. All staff having access to this facility must go through a criminal background check.

D. Supplies

1. Contractor shall supply all cleaners, finishes, etc. for the treatment of various types of regular and specialty flooring and/or carpeting. Use only such materials as are recommended and approved by the HFPD and the flooring manufacturer.
2. Contractor shall supply all cleaning products and submit a complete list, by brand names with product numbers, and a Safety Data Sheet (SDS) of all supplies to be used in fulfilling this CONTRACT (please see the attachment #1).

Supplies (this table #1 could be attached to the bid)				
Type	Project Function / Purpose	Manufacturer/ Brand Name	Product #	Quantity

3. Right is reserved by Homewood-Flossmoor Park District to accept or reject any items listed on the product list. Contractor must immediately furnish an acceptable substitute for any item rejected by the Homewood-Flossmoor Park District. All substitutions are subject to Park District prior approval.

E. Equipment

Contractor shall furnish all equipment and supplies, other than HFPD provided supplies and equipment:

1. Contractor must utilize cleaning equipment that meets with the approval of the District. The use of any powdered scouring cleansers is expressly prohibited.

2. Contractor shall furnish all power equipment and submit a complete list, such as floor sweeping/ cleaning machines, vacuum systems, carpet cleaning systems, etc. and all other equipment to be used as part of the services with Contractor's bid. (Please see the attachment #2).
3. Contractor shall maintain all equipment in proper working order at all times.

Equipment (this table #2 could be attached to the bid)					
Type	Project Function / Purpose	Year made	Make/ Manufacturer	Model Number	Serial Number

CLEANING SPECIFICATIONS

Area /Service description	Frequency of service			
	Daily	Weekly	Monthly	Other
ENTRANCE/VESTIBULE/LOBBY/HALLWAYS/ LOUNGES/STAIRS/POOL*/GROUP EX. ROOM/ COURT "C"/				
Dust, clean, and disinfect up to 7' all horizontal surfaces, fixtures, furniture, spot clean walls. Organize furniture.	X			
CEILING:				
Dust and clean all high structures, light fixtures, ceiling vents, fans			X	
WALLS:				
Dust, clean, remove cobwebs		X		
Wipe down baseboards		X		
DOORS:				
Clean all interior and exterior glass doors (glass, frame, disinfect handles)	X			
WINDOWS / MIRRORS:				
Spot clean	X			
Clean / wash all		X		
HARDWOOD FLOOR:				
Sweep and damp mop	X			
TILE FLOOR				
Sweep and damp mop	X			
Wet mop and machine scrub			X	
Wet mop and machine scrub pool deck				Monday and Thursday
CARPET FLOOR / RUGS / MATS:				
Vacuum, spot clean spills	X			
DRINKING FOUNTAIN:				
Clean/disinfect water fountain	X			
WASTE / RECYCLING RECEPTACLES				
Empty, clean, disinfect, replace liners	X			
FITNESS CENTER	Daily	Weekly	Monthly	Other
WALLS:				
Dust, clean, remove cobwebs		X		
Wipe down baseboards		X		
DOORS:				

Clean all interior and exterior glass doors (glass, frame, disinfect handles)	X			
CARPET FLOOR, RUGS, MATS:				
Vacuum, spot clean spills	X			
HARD SURFACE FLOOR				
Sweep and damp mop (free weight area, stretch mats, track)	X			
Wet mop and machine scrub track –Sept - April				3 x per week
Wet mop and machine scrub track-May-August		X		
WINDOWS / MIRRORS:				
Spot clean	X			
Clean / wash all			X	
DRINKING FOUNTAIN:				
Clean/disinfect water fountain	X			
WASTE / RECYCLE RECEPTACLES:				
Empty, clean, disinfect, replace liners	X			
LOCKER ROOMS	Daily	Weekly	Monthly	Other
CEILINGS				
Dust and clean all high structures, light fixtures, ceiling vents, fans			X	
WALLS:				
Dust, clean, remove cobwebs		X		
Wipe down baseboards		X		
Clean/disinfect and polish restroom dispensers and fixtures	X			
Clean (scrub) and disinfect all tiled walls	X			
CARPET FLOOR, RUGS, MATS:				
Vacuum, spot clean spills, disinfect	X			
TILED AND EPOXY PAINTED FLOOR				
Sweep, clean (power wash?) and disinfect	X			
Clean all floor drains	X			
Wet mop, machine scrub and disinfect	X			
WASHBASIN/COUNTERS:				
Clean, disinfect, wipe dry. Polish all chrome fixtures	X			
TOILETS/URINALS:				
Clean and disinfectant (both inside and outside) and all chrome fixtures	X			
	X			
Clean, disinfect stall partitions and doors	X			

SHOWERS:				
Clean, disinfect stall partitions, dispensers and fixtures	X			
STEAM ROOM:				
Clean (scrub) and disinfect	X			
SPA:				
Clean spa walls	X			
LOCKER AREA:				
Dust top of lockers		X		
Clean, disinfect locker doors/frame			X	
Clean, disinfect bench under lockers	X			
DRINKING FOUNTAIN:				
Clean/disinfect water fountain	X			
WASTE / RECYCLING RECEPTACLES:				
Empty, clean, disinfect, replace liners	X			
TENNIS COURTS/AISLE	Daily	Weekly	Monthly	Other
COURTS 1-10 / TENNIS AISLE:				
DOORS:				
Clean all interior and exterior glass doors (glass, frame, disinfect handles)	X			
Sweep courts with sweeper	X			
Remove debris from behind and around courts	X			
Spot clean spills, remove gum	X			
WASTE / RECYCLING RECEPTACLES:				
Empty, clean, disinfect, replace liners	X			

GENERAL CONDITIONS

The following General Conditions shall apply to the Custodial Cleaning Services for the H-F Racquet & Fitness Club:

1. LAYOUT OF WORK

Together with the Contractor, the Owner will denote the areas included in the service site as well as areas that are off limits. It shall be the responsibility of the Contractor to: a) verify all existing conditions and dimensions; b) cooperate with the Owner in keeping the facility in operation and open for the public's use; and c) repair any damage to the facility, turf or landscaping resulting from the performance of Contractor's services.

2. QUALITY OF MATERIALS

All materials specified are to be new, clean, and free from defects. Where the product of a particular manufacturer is specified, it is intended that the proposal be submitted by the Contractor include that particular product or equal or superior to product as approved by the Owner.

3. ELECTRICAL POWER AND STORAGE

Owner shall furnish electrical power and water if required. Owner will allow for reasonable product and equipment storage if needed.

4. CLOSING INSTRUCTIONS

A. TRASH REMOVAL

Trash removal shall be to containers located outside the building, packed in such a manner that the trash will not fly around, causing a mess or nuisance. Care must also be given to prevent leakage of trash bags when removing from the premises.

B. KEYS

Contractor shall be responsible for use of all keys issued to him. Under no circumstances shall Contractor's employees admit anyone to areas controlled by a key in their possession. All doors and windows shall be closed and locked upon completion of cleaning operations in the area. The alarm shall be activated.

Employees of Contractor shall not disturb papers or personal effects on desk, open drawers or cabinets, use telephones, radio or television sets, or tamper with other personal or Park District property.

Contractor shall not duplicate any keys for premises under any circumstances. Any lost keys or need for additional keys shall be promptly reported to or requested of the Manager of the Racquet & Fitness Club.

C. LIGHTS

It is intended that all lights will be turned off by office personnel at the conclusion of their working day. The Contractor will have access to the light panel to illuminate all areas of operation. All lights shall be turned off upon completion of cleaning operations and the alarm set to the "ON" position.

4. LAWS AND CERTIFICATION

The Contractor shall at all times observe and comply with all Federal, State, and local laws, statutes, regulations and ordinances which in any manner affect the conduct of the work, including, but not limited to the following: (a) the Drug Free Workplace Act (30 ILCS 580/1 et seq.); (b) the Illinois Human Rights Act (775 ILCS 5-101 et seq.), including APPENDIX A Equal Employment Opportunity Clause (44 Ill. Adm. Code 750. App. A), a copy of which is attached as Appendix A to these Bid Documents; and will have in place a no-harassment policy pursuant to said Act; (c) the Homewood-Flossmoor Park District Ethics Ordinance #466; (d) the United States Equal Employment Opportunity Act. Contractor shall execute the Contractor Compliance and Certification Attachment included in these Bid Documents, which shall be made a part of the Contract with Owner. Any complaint, claim or action brought against the Contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the Contractor and shall in no way extend to or expose the Owner liability and the Contractor shall indemnify and hold harmless the Owner from any and all such complaints, claims, or actions.

5. PAYMENT

Contractor shall bill the Park District monthly for services rendered under the provisions of this Contract no later than the first Friday of the month following the work period. Invoices are to be reviewed and approved by the Manager of the Racquet and Fitness Club. Payments shall be made in accordance with the Local Government Prompt Payment Act, 5 ILCS

Any inquired additional costs because of the negligence of the Contractor (examples include, but are not limited to: accidental alarm activation, missed work shift, broken mirror This list is for illustrative purposes only and is not exhaustive.) shall be deducted from the monthly payment.

6. INSURANCE REQUIREMENTS

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT

LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

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

A. Commercial General and Umbrella Liability Insurance. Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Owner. Any insurance or self-insurance maintained by Owner shall be excess of the Contractor's insurance and shall not contribute with it. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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

D. General Insurance Provisions

1. Evidence of Insurance

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

certificates shall provide for 30 days written notice to Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to Owner shall be by certified mail, return receipt requested. Failure of Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the facility 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.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Owners written request for said copies.

2. Acceptability of Insurers

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

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the 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.

7. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor 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 there from and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Contractor shall similarly protect, indemnify and hold and save harmless the Owner, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Contract.

8. FORCE MAJEURE

The parties to the proposal understand that under certain circumstances the Contractor may be unable to perform in the customary manner due to an act of God, fire, strike, loss of transportation facilities, lock out, or commandeering of materials, products, plants, or facilities by the Government.

In the event that service is interrupted for more than twenty-four (24) hours for any of the above reasons or any other event which prevents the Contractor from furnishing service, the Park District shall have the right to secure and substitute other custodial services. The Contractor agrees to pay the difference between his charges and the charges of the substitute custodial company.

9. COMPLETION OF ALL WORK

All work, as either implied or reasonably inferable from the Contract Documents and Specifications shall be the responsibility of the Contractor. All Specifications are directed to the attention of the Contractor and the inclusion of any work by mention, note, detail, itemization or implication, however brief, means that the Contractor shall provide same

10. INSPECTION BY CONTRACTOR

The Contractor shall familiarize himself with the project through inspection of the site, and the Specifications, so as to thoroughly understand the work. Any and all discrepancies and omissions shall be reported to the Owner prior to commencement of any work. It is the responsibility of the Contractor to ensure that discrepancies or omissions are reported and clarification obtained from the Owner prior to work being done.

11. SUPERVISION

The Contractor is to provide a full-time supervisor on the project to coordinate all work and supervise the daily activity of the project as well as maintain the site in a safe clean manner.

12. TERM AND TERMINATION

A. The term of this Agreement shall be 1 year of signed contract date by authorized member of the Homewood-Flossmoor Park District.

B. This Agreement may be terminated for any of the following reasons:

1. For Owner's Convenience.

This Agreement may be terminated at any time, with or without cause, by the Owner giving thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for authorized services provided prior to the effective date of termination.

2. For Contractor's Default or Breach.

Owner may terminate the Agreement, in whole or in part, for cause if Contractor fails to provide the services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Owner to take corrective action, or in the event of repeated or multiple failures or defaults by Contractor, the Owner may immediately terminate the Agreement and enter into an agreement with another contractor or contractors to provide the services. In such event: a) the Owner shall not pay Contractor for any portion of the services not completed in accordance with the Contract Documents; b) the Owner shall deduct from payments due to the Contractor the cost of correcting any deficiencies in accordance with the Agreement; and c) Contractor shall be liable to the Owner for the increased cost to the Owner of obtaining services from the substitute contractor(s).

3. Insolvency of Contractor.

Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's Services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the work and/or services are completed. If the unpaid balance of the Contract Sum exceeds: (a) the expenses of completing the services, including compensation for additional managerial and administrative services, plus (b) the Park

District's losses and damages because of Vendor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Vendor. If the Park District Expenses and Damages exceed such unpaid balance, Vendor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

4. Lack of Sufficient Funding.

This Agreement may be cancelled without any further obligation on the part of the Owner in the event that sufficient appropriated funding is unavailable to assure full performance of the Agreement terms. Contractor shall be notified in writing of any such non-appropriation at the earliest opportunity.

13. PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

BIDDERS REFERENCES

REFERENCE FORM (Attach additional sheets if necessary.)

Bidder: _____

IFB Title: OVERNIGHT CUSTODIAL CLEANING SERVICES

Bidder must provide references for all contracts performed within the past three (3) years of similar size and scope to this contract.

Reference: Contact: _____

Address: _____

Phone: _____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: Contact: _____

Address: _____

Phone: _____ Fax: _____

Description and date(s) of supplies or services provided: _____

Reference: Contact: _____

Address: _____

Phone: _____ Fax: _____

Description and date(s) of supplies or services provided: _____

BID PROPOSAL TO THE HOMEWOOD-FLOSSMOOR PARK DISTRICT BOARD OF PARK COMMISSIONERS
FOR CUSTODIAL SERVICES

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

- A. That he has carefully examined the written Specifications and is thoroughly familiar therewith, and that he has visited the H-F Racquet & Fitness Club to arrive at a clear understanding of the conditions under which the work is to be done, and that he has compared the site with the Specifications and has satisfied himself as to all conditions affecting the execution of the work;
- B. That all modifications have been submitted with this bid;
- C. That he has checked carefully the bid figures and understands that he shall be responsible for any errors or omissions based on these Specifications and alternates as submitted on the Bid Pricing Sheet;
- D. That it is understood and agreed that the Homewood-Flossmoor Park District reserves the right to accept or reject any or all bids, or to combine or separate any section or work, and to waive any technicalities;
- E. To hold the bid open for ninety (90) days subsequent to the date of the bid opening;
- F. 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 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 Bid Documents; and
- G. That if this bid is accepted, the Bidder is to provide all of the necessary equipment, material, supplies, labor, and to do all of the work and to furnish all of the materials specified in the Bid Documents in the manner and at the time therein prescribed, and in accordance with the requirements set forth.

Submitted this ____ day of _____, 2020.

Name: _____

By: _____

Signature _____

Title: _____

SUBSCRIBED AND SWORN TO before me

this _____ day of _____ 2020.

Notary Public

STATE OF ILLINOIS)

)

COUNTY OF _____)

BID PRICING SHEET

Homewood-Flossmoor Park District

H-F Racquet & Fitness Club

Bid

Total Service Cost as outlined above per month: \$ _____

NAME: _____
(Signature)

NAME: _____
(Print name)

COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____

PHONE: _____

EMAIL: _____

Date: ____/____/_____

ALTERNATE BID PRICING SHEET – SPECIAL SERVICES

Homewood-Flossmoor Park District

H-F Racquet & Fitness Club/ Special Services

Not included in the monthly service charge, to be performed upon request, priced per occurrence at the park District's expense:

TENNIS COURTS	Occurrence	Cost
Dust and clean all high surfaces, light fixtures, furniture, walls, vents, fans	Per Request	\$
Machine scrub/power wash tennis courts	Per Request	\$
FITNESS CENTER	Occurrence	Cost
Dust and clean up all high surfaces, light fixtures, ceilings, vents	Per Request	\$
Clean carpet by hot water extraction	Per Request	\$
LOCKER ROOMS	Occurrence	Cost
Clean carpet by hot water extraction	Per Request	\$
ALL GLASS SURFACES	Occurrence	Cost
Clean glass (interior and exterior)	Per Request	\$

NAME: _____
(Signature)

NAME: _____
(Print name)

COMPANY: _____

ADDRESS: _____

CITY: _____

STATE: _____

PHONE: _____

EMAIL: _____

Date: ___/___/_____

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.

- B. Contractor shall abide by and comply with, and in contracts which it has with all persons providing any of the services or work on this project on its behalf shall require compliance with, all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, mechanics and other workers, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities; and 5) steel products procurement.

- C. To the best of Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.

- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.

- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-105), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Contract or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- G. Contractor knows and understands the Equal Employment Opportunity Clause administered 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 by this reference.
- H. Neither Contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies that it has not been debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.
- K. 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 Homewood Flossmoor Park District's designated Freedom of Information Act Officer (FOIA Officer), Contractor shall within two (2) business days of said request, turn over to the FOIA Officer any record in the possession of the Contractor that is deemed a public record under FOIA.

CONTRACTOR

By: _____

Its: _____

STATE OF ILLINOIS)

) SS

COUNTY OF _____)

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

Dated: _____

(Notary Public)

(SEAL)

Appendix A

Joint Committee on Administrative Rules **ADMINISTRATIVE CODE**

**TITLE 44: GOVERNMENT CONTRACTS, GRANTMAKING, PROCUREMENT AND
PROPERTY MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

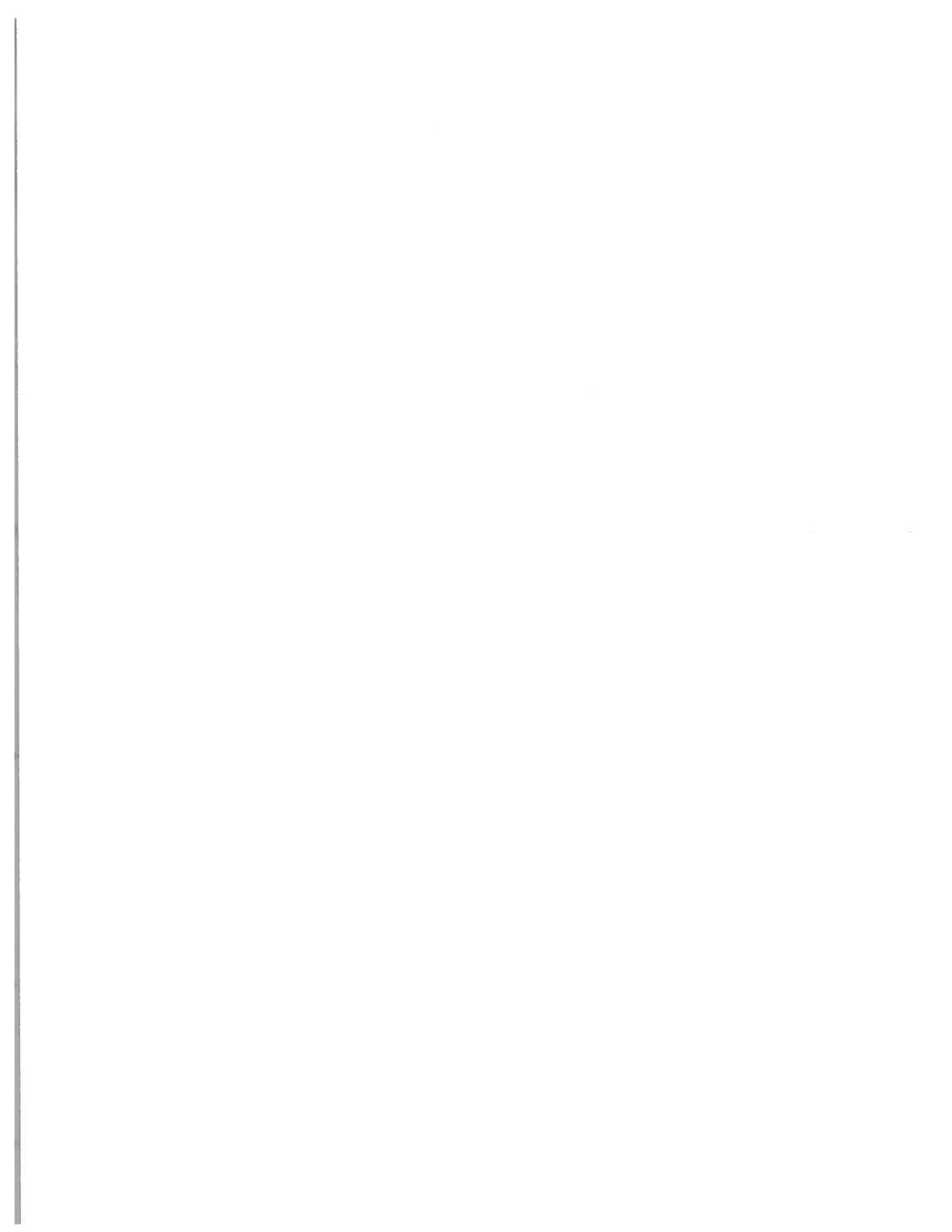
In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry,

citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)



JANITORIAL SERVICES AGREEMENT

THIS JANITORIAL SERVICES AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2020 between the Homewood-Flossmoor Park District, an Illinois unit of local government, with its main offices located at 3301 Flossmoor Road, Flossmoor, Illinois, 60422 (the "Park District") and _____, an _____ with its main offices located at _____ ("Vendor"), which hereinafter may be referred to together as the "Parties" or individually as a "Party."

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties hereby agree as follows:

1. Janitorial Services.

Vendor shall provide all the labor and materials required for the janitorial services (the "Services") as outlined in the Homewood-Flossmoor Park District Bid for Custodial Cleaning Services for the H-F Racquet & Fitness Club, dated _____ 2020, attached to and incorporated as part of this Agreement by reference (the "Bid Documents"). The Services shall be completed in accordance with the Contract Documents, as defined in Section 2 of this Agreement.

2. Contract Documents.

The Contract Documents consist of this Agreement between the Park District and Vendor, the Bid Documents, Vendor's Bid Proposal dated February 3, 2020, attached to and incorporated as part of this Agreement as **Exhibit A**, Vendor's executed Compliance and Certification Attachment, attached to and incorporated as part of this Agreement as **Exhibit B**, any addenda issued prior to the execution of this Agreement, and any modifications made in writing and endorsed by the Parties after the execution of this Agreement. All of the terms, conditions and specifications contained in the Bid Documents are incorporated herein. In the event of a conflict or inconsistency between the Contract Documents, the terms and conditions of this Agreement shall govern.

3. Term.

The term of this Agreement shall be for one (1) year, commencing on _____ and, unless otherwise terminated as provided herein, terminating on _____.

4. Performance.

Vendor agrees to perform in a good and workmanlike manner and to the best of Vendor's ability, experience, and talents, in accordance with generally-accepted janitorial practices in the Greater Chicago area, all of the duties that are described in the Contract Documents or as otherwise required by the express and implicit terms of this Agreement, to the satisfaction of the Park District.

The Park District reserves the right to evaluate Vendor's performance of the Services and, in the event such Services or performance are not in conformity with the requirements of this Agreement, as determined by the Park District, the Park District shall have the option to terminate this Agreement in accordance with Section 10.b of this Agreement.

5. Changes or Alterations of Services.

The Park District reserves the right to alter the specifications contained in the Bid Documents by adding to or deducting from the original bid without invalidating this Agreement. All such work shall be executed under the conditions of the Contract Documents. All changes or alterations shall be made only when ordered in writing by the Park District, showing all claims for changes in the Contract Sum.

Unless otherwise stated in the Contract Documents, the value of any change shall be determined, in the Park District's sole discretion, by one or more of the following methods: (i) by an approved lump sum; or (ii) by unit prices denoted in the Contract Documents or subsequently agreed upon in writing by the Park District.

6. Contract Sum; Payment.

The Park District agrees to compensate Vendor for Services in the amount of _____ ("Contract Sum"). Services shall be invoiced monthly. Payment of said invoices, and any late payment penalties, shall be governed by the Local Government Prompt Payment Act (50 ILCS 505 *et seq.*).

7. Correction of Deficiencies.

If the Vendor defaults or neglects to provide the Services in accordance with the Contract Documents and fails, within a two (2) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Vendor, the Vendor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Agreement shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

8. Insurance.

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

A. Commercial General and Umbrella Liability Insurance. Vendor 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 04 13, 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). The Park District 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 the Park District. Any insurance or self-insurance

maintained by the Park District shall be excess of the Vendor's insurance and shall not contribute with it. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

B. Business Auto and Umbrella Liability Insurance. Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance. Vendor 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 the Park District 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 Agreement, the Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's Services.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to beginning work, Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested. Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance. The Park District shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the facility until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Park District. Failure to maintain the required insurance may result in termination of this Agreement at the Park District's option.

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

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the

Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

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

4. Deductibles and Self-Insured Retentions

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

5. Subcontractors

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

9. Indemnification.

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

10. Termination.

a. The Park District may, upon thirty (30) days prior written notice, terminate this Agreement in whole or in part for the convenience of the Park District. Termination by the Park District under this section shall be by a notice of termination delivered to Vendor specifying the extent of the termination and the effective date. Upon receipt of a notice of termination, Vendor

shall immediately, in accordance with instructions from the Park District: (i) cease operations as specified in the notice; and (ii) enter into no further subcontracts for labors, services, facilities or materials, except as necessary to complete continued portion of the Services. Vendor shall recover payment for the Services properly performed and approved by the Park District prior to the effective date of the termination. Vendor shall not be entitled to lost profits or any damages resulting from termination for convenience under this Section.

b. The Park District may terminate the Agreement, in whole or in part, for cause if Vendor fails to provide the Services as required in the Contract Documents, or otherwise breaches or defaults under any provision of this Agreement and does not remedy such failure, breach or default within forty-eight (48) hours after demand from the Park District to take corrective action, or in the event of repeated or multiple failures or defaults by the Vendor, the Park District may immediately terminate the Agreement and enter into an agreement with another contractor or contractors to provide the Services. In such event: a) the Park District shall not pay the Vendor for any portion of the Services not completed in accordance with the Contract Documents; b) the Park District shall deduct from payments due to the Vendor the cost of correcting any deficiencies in accordance with the Agreement; and c) the Vendor shall be liable to the Park District for the increased cost to the Park District of obtaining services from the substitute contractor(s). In the event of such termination, payment to Vendor of any sums earned to the date of such termination shall be in full satisfaction of any and all claims by Vendor against the Park District under this Agreement, and acceptance of sums paid to Vendor shall constitute a waiver of any and all claims that may be asserted by Vendor against the Park District.

c. If Vendor is adjudged as bankrupt, or if Vendor makes a general assignment for the benefit of Vendor's creditors, or if a receiver is appointed on account of Vendor's insolvency, or if any provision of the bankruptcy law is invoked by or against Vendor, then notwithstanding any other rights or remedies granted the Park District, the Park District may, without prejudice to any other right or remedy, (i) immediately terminate the retention of Vendor and/or (ii) finish or cause to be finished the Vendor's Services required under this Agreement by whatever method and by whichever persons the Park District deems expedient. In such case, Vendor shall not be entitled to receive any payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds: (a) the expenses of completing the Services, including compensation for additional managerial and administrative services, plus (b) the Park District's losses and damages because of Vendor's default (collectively "Park District Expenses and Damages"), such excess shall be paid to Vendor. If the Park District Expenses and Damages exceed such unpaid balance, Vendor shall pay the difference to the Park District promptly on demand and the Park District may resort to any other rights or remedies the Park District may have by law or under this Agreement.

Upon termination of this Agreement for any reason, the rights and obligations of the Parties shall cease automatically except for the rights and obligations of the Parties accruing but unsatisfied prior to termination.

11. No Liability.

The Park District is not responsible or liable for any injury, damages, loss or costs sustained or incurred by any person including, without limitation Vendor's employees, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to Vendor's Services and obligations under this Agreement. The Park District is not liable for acts or omissions of Vendor or any of Vendor's employees, contractor's, agents or other persons

purporting to act at the direction or request, on behalf, or with the implied or actual consent, of Vendor.

12. Independent Contractor.

The relationship between Vendor and the Park District is that of an independent contractor. Vendor shall supply all personnel, equipment, materials, and supplies at their own expense. Vendor shall not be deemed to be, nor shall it represent itself as, employees, partners, or joint ventures of the Park District. Vendor is not entitled to workers' compensation benefits or other employee benefits from the Park District and is obligated to directly pay federal and state income tax on money earned under this Agreement.

13. No Third Party Beneficiary.

This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities, defenses and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

14. Compliance with Laws; Licenses and Permits.

Vendor shall comply with all applicable local, state and federal codes, laws, ordinances, policies, procedures and regulations. Vendor shall, at its sole cost and obligation, be responsible for obtaining all licenses and permits required to perform its duties under this Agreement.

15. No Waiver.

The Park District's failure at any time or times hereafter to require strict performance by Vendor of any provision of this Agreement shall not constitute a waiver, or effect or diminish any right of the Park District to demand strict compliance and performance therewith. Any suspension or waiver by the Park District of a default of any provision of this Agreement shall not suspend, constitute a waiver of or effect any other default by Vendor under this Agreement, whether the same is prior or subsequent thereto and whether of the same or of a different type. None of the undertakings, agreements and/or covenants of Vendor contained in this Agreement and no default by Vendor under this Agreement shall be deemed to have been waived by the Park District unless such waiver is by an instrument in writing signed by the Park District specifying such suspension or waiver.

16. No Assignment.

This Agreement is not assignable in whole or in part by Vendor, and any such assignment shall be void without prior written consent of the Park District. Vendor shall not subcontract any of the Services it is required to perform hereunder without the prior written consent of the Park District.

17. Notice.

Notices shall be deemed properly given hereunder if in writing and either hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by fax or email transmission with the sending Party retaining confirmation of receipt, to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time:

If to the Park District:
Homewood-Flossmoor Park District
3301 Flossmoor Road
Flossmoor, IL 60422
Attn:
Fax:
Email:

If to Vendor:

Notices sent by certified mail shall be deemed delivered the second business day following deposit in the mail, notices hand delivered shall be deemed given on the date of delivery, and notices sent by fax or email transmission shall be deemed given on the date of transmission if sent before 5:00 PM on a business day, or, if later, the next business day.

18. Severability.

If any part of this Agreement is declared to be invalid by a court of competent jurisdiction, it shall be severable, and the rest of the Parties' obligations under this Agreement shall survive. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. Choice of Law; Venue.

This Agreement and the Contract Documents shall be governed by and construed in accordance with the laws of the State of Illinois. The Circuit Court of Cook County, Illinois shall have jurisdiction over any disputes arising under this Agreement, and the Parties consent to such court's exercise of jurisdiction. The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs of litigation.

20. Entire Agreement; Modifications and Amendments.

This Agreement contains the entire understanding of the Parties and supersedes all previous verbal and written Agreements. There are no other agreements, representations, or covenants other than those set forth herein. No modification or amendment to this Agreement shall be effective unless in writing and signed by both Parties.

21. Headings.

The headings for each paragraph of this Agreement are for convenience and reference purposes only and in no way define, limit or describe the scope or intent of said paragraphs or of this Agreement nor in any way affect this Agreement.

Homewood-Flossmoor Park District

Vendor

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: _____

Its: _____

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