
REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Custodial Services for the Village of Oak Park
Proposal Number: 22-127
Issuance Date: 10/5/22

The Village of Oak Park will receive proposals from qualified custodial contractors to provide custodial services for various Village-owned facilities. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. on **Tuesday, October 25th, 2022**. Proposals may also be sent via e-mail to fgutierrez@oak-park.us. Proposals will be reviewed and the results of the review will be presented to the Village Manager and the Village of Oak Park Board of Trustees.

There will be a pre-bid meeting at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302 on Wednesday, October 12th, 2022 at 10:30 a.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions and obtain other pertinent information about the scope of work. ***Following this pre-bid meeting, prospective bidders will also be invited to visit the other locations included in the scope of work (Village Hall and Metra Station). These locations are also included as part of this contract.***

Specifications and proposal forms may be obtained by sending a request to Building Maintenance Contract Coordinator, Fred Gutierrez at fgutierrez@oak-park.us or by stopping by the Public Works Center at the address listed above or by calling 708-358-5714.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Building Maintenance Contract Coordinator at 708-358-5714.

The documents constituting component parts of their agreement, comprised of pages, are the following:

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

The use of the Village of Oak Park Village Logo on any contractor form, correspondence or proposal documents is strictly prohibited.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Alfredo Gutierrez, Building Maintenance Contract Coordinator
Department of Public Works
201 South Blvd., Oak Park, IL 60302

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SECTION I

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposals

All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten percent (10%) of the total annual proposal price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and has provided the contract bond.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the contract and before commencing any work under this contract, furnish a contract bond in the amount of twenty-five thousand dollars (\$25,000). The bond shall remain in effect throughout the term of this contract and shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed. The failure of contract to supply the required contract bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the contract bond does not meet its approval shall constitute a default, and the Village may either award the contract to the next lowest responsible bidder or re-advertise for proposals.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a proposal or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Proposals

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill proposal requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's proposal. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The contractor shall be responsible for becoming a licensed contractor in the Village.

Agreement

The selected contractor shall enter into a three-year Independent Contractor Agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the contract bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Contract Term and Renewal

The initial contract period shall be thirty-six (36) months and shall take effect 1/1/2023. Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the contractor to increase or decrease the contract price for each annual renewal.

Upon written request from the contractor, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Contract Coordinator, the Building Maintenance Superintendent, the Public Works Director or the Village Manager. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent grants an extension.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

SECTION II

DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform custodial services at the specified Village-owned facilities.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

A. Locations: The following is a list of buildings/facilities included in the Scope of Work:

<u>Building:</u>	<u>Address:</u>
Village of Oak Park Village Hall	123 Madison
Oak Park Police Department (lower level Village Hall)	123 Madison
Public Works Center (PWC)	201 South Blvd.
Metra Station	1119 North Blvd.
Police Sub-station	618 Austin
Police Sub-station	6311 North Ave.
Central Pump Station	102 N. Lombard

B. Supplies and Equipment

1. Supplies

All cleaning supplies are furnished by contractor (see attached detailed specifications). The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

2. Cleaning Tools, Equipment, and Signage

All tools and equipment are furnished by contractor.

3. Plastic Bags / Trash Can Liners

Supplied by contractor.

4. Paper Towels, Toilet Paper and Hand Soap
Supplied by the Village.

C. Work Schedule

Note: All schedules are subject to change per the approval of the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent.

1. Village Hall: consists of approximately 31,655 square feet on the main and upper levels (including Council Chambers), and 17,350 square feet in the lower level (Police Dept).

Work Schedule for Village Hall and PD			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
Lower Level (PD)	Police	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Sunday
Main and Upper Level	Various	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Friday

Custodial staff shall come and go as a group through main south entrance and sign in and out at the Police Dept. front desk on the lower level.

TYPE OF SPACES AND SURFACES TO BE CLEANED IN VILLAGE HALL and POLICE DEPT: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains and stairs.

FOR POLICE DEPT: detention cells (toilets), locker rooms, restrooms and the above shall be included.

2. Public Works Center:
 - Basement level: men's locker room with restrooms and showers (2); women's locker room with restrooms and showers (2); five (5) workshop areas with offices
 - First floor level: Fleet Service Area with lunch / break room; men's and women's locker rooms with restrooms; two (2) office areas; conference room; unisex restroom with entrance located outside (total of three restrooms on first floor level); and refrigerator in Fleet lunch room.
 - Second floor level: Administration and Engineering: thirteen (13) offices; seventeen (17) cubicle-type workstations; lunch room and refrigerator in lunch room.; two (2) conference rooms; two (2) restrooms (men's and women's);

Work Schedule for Public Works			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
201 South Blvd.	Fleet Service (first level)	6:30 A.M. to 4:00 P.M.	Monday-Friday
201 South Blvd.	Public Works	Between 6:00 P.M. and 6:00 A.M.	Monday-Friday

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains, stairs and Fleet Shop

The Public Works Center cleaning tasks are to be completed by the night cleaning crew. **The Fleet Department is to be cleaned by the Day Porter between the hours of 6:30 A.M. and 4:00 P.M. only. Access to the Fleet shop is strictly prohibited before and/or after regular business hours (6:30 a.m. to 4:00 p.m.).**

TYPE OF SPACES AND SURFACES TO BE CLEANED: common areas, interior windows & glass surfaces, rest rooms, floors, elevator, drinking fountains and stairs

3. Metra Station: consists of approximately 13,650 square feet, including a warming station and two restrooms (with a potential for a 3rd restroom as an alternate)

Work Schedule for Metra			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
1119 North Boulevard	Metra	Must start at 6:00 A.M. Hours between 6:00 A.M.- 10:00 A.M.	Monday-Friday

Square footages listed in this RFP are overall totals and are subject to change throughout the life of the contract. The totals listed may or may not be included in the total area to be cleaned by the cleaning contractor.

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, stairs, ramps, common areas (mostly concrete floors), interior and exterior windows & glass surfaces, rest rooms.

4. Police sub-stations: small office area with one small restroom

Work Schedule			
<i>Location</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
6311 North Ave.	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays
613 Austin	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays

5. Central Water Pumping Station: one small employee restroom serviced once per week.

D. Term of Service and Firm Price

CONTRACT LIFE

The contract life shall be for a thirty-six (36) month period. The Village may exercise a renewal option for the fourth (4th) and fifth (5th) years of the contract by giving written notice to the contractor. Renewals must be approved by the Village of Oak Park Board of Trustees.

RATE REDUCTION

If any price reductions are announced during the contract period, the Village shall receive the benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

E. Appropriation

Any continuation of custodial cleaning is contingent upon any appropriation being approved by the Village Board of Trustees of the Village of Oak Park for funding of cleaning services. The Village reserves the right to cancel the contract in the event that funds are not appropriated for the service.

F. Identification

All cleaning staff will wear company identification badges. Identification will be strictly enforced.

G. Supervision

At least one English-speaking supervisor will be present during all shifts when employees of the contractor selected are working at any Village location. A supervisor will be available upon request to perform spot checks with a representative of the Building Maintenance Department.

H. Experience

Five (5) years of continuous operation in the professional cleaning business is required.

I. References

A list of at least four (4) government accounts past or present, with addresses, telephone numbers, and the names of contact persons must accompany the proposal forms submitted.

J. Discounts

The Village reserves the privilege to discount monthly invoice for work not performed under the contract. A discount will be demanded only after written notice is given to the contractor selected outlining a specific complaint and describing how the contract is not being fulfilled. On the first occurrence of a complaint, one-week (six working days) grace period will follow the mailing of the letter. During the grace period, the contractor selected will have an opportunity to evaluate performance and take corrective measures. After the grace period, if improvement is not evident to the Director, a discount will be levied against the monthly invoice. Upon the second occurrence of the same complaint, only four (4) working days will be given as a grace period. Subsequent complaints for service not delivered will cause an automatic discount. The discount is not to be considered as a penalty, but rather as a

reflection of the time and material necessary for the Village to have in-house staff performance services in lieu of those contracted for but not received. Application of the discount will not affect the Village's right to terminate the contract.

K. Termination of Contract

The Village reserves the right to terminate the contract at any time and shall give the contractor selected thirty (30) days written notice without regard to cause.

L. Billing Requirements

Monthly invoices must be sent to the Building Maintenance Contract Coordinator at the Public Works Center located at 201 South Blvd., Oak Park, IL 60302. **Invoices must be broken down by amount per Village location serviced.**

M. Security

The contractor selected shall keep all exterior doors locked during the performance of work and assure that all exterior doors are locked at the end of shifts. Offices with security systems shall have the systems activated immediately after work is completed in that area. *Failure to activate alarm systems or lock doors may result in the contractor selected being assessed a fine for the replacement of any missing materials.* The cost shall be withheld from payment(s).

N. Key Deposit

The contractor selected shall be responsible for any lost keys, card keys, and any inherent damages (i.e. re-keying of whole facility). The cost shall be withheld from payment(s). The decision to re-key the facility is solely at the discretion of the Director.

O. Holidays (The following schedule applies to Village Hall other than the Police Department and Public Works Center only)

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
June-teenth Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

P. Mandatory Qualifications for Contractor's Personnel

Cleaning crew shall include at least one (1) supervisor during night shifts.

1. No more than 50% of the cleaning crew may be trainees at any one time.
2. Supervisor must be fluent in the English language and capable of reading and writing English.
3. Day porter should be capable of reading and writing English.
4. Custodians shall be employees of the contractor selected. Day laborers are not acceptable.
5. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper housekeeping techniques. Specific training required must include

- HIV/AIDS contamination cleanup, as well as clean- up of any other blood borne pathogens and appropriate hazmat/biohazard disposal according to OSHA standards (*see below*).
6. The contractor selected shall provide sufficient documentation to demonstrate adequate training has been provided upon commencement of the contract. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract.
 7. The contractor selected shall provide the Village with a current list of all employees who will perform work at the Village locations upon commencement of the contract. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property and deduct the cost of a full eight (8) hours of labor from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the contract.
 8. A background check MUST be completed and received by the Village before for any individual assigned to work on Village property. It is recommended that the contractor selected keep on file with the Village a list of persons who may work at Village properties so that replacements can be made quickly. The contractor selected MUST remove any employee who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be done annually for any person working at the Village sites after one year. Failure to obtain background checks annually as specified can result in termination of the contract.
 9. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for ANY reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this contract. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the contract.

Q. OSHA Requirements and Use of Environmentally-Friendly (“Green”) Products:

1. Material Safety Data Sheets – contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service on any facility. Contractor selected must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s MSDS must be provided to the Director prior to the product being used in any facility. (The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g).
2. Labeling of Hazardous Materials – contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of contract.
4. OSHA Guidelines of Blood Pathogens – contractor selected shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees engaged in custodial service. Contractor selected shall be responsible for compliance on date of contract

acceptance and shall provide proof to the Building Maintenance Contract Coordinator.

5. The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Contract Coordinator upon commencement of this contract.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this contract without liability.

R. Meetings

1. Meetings between the contractor selected and a Village designee will be held each month in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or an alternate location determined by the Building Maintenance Contract Coordinator). The purpose of these meetings is to discuss any problems and to ensure ongoing compliance with the contract. Any discrepancies shall be noted and discussed during these meetings.
2. The contractor selected shall provide a Quality Control Form which allows the contractor and/or Village to document that required work was completed, or any discrepancies noted. **(Copies of these forms shall accompany this proposal packet).** Copies of the forms should also be made available at the monthly meetings and be open for discussion.
3. The Building Maintenance Contract Coordinator or his/her designee shall be responsible for filling out the required documentation for any discrepancies as applicable.

S. Standard Daily Procedure – Except When Noted Otherwise

Cleaning of offices, workstations, conference rooms and lunch / break rooms

1. Dust all work level surfaces (tables, desks and countertops, window sills, etc.).
2. High / low dusting: chair rungs, bases, window / door frames, etc.
3. Dust bookshelves and wash appliances (microwaves, refrigerators, etc.).

4. Thoroughly vacuum carpet and damp mop non-carpeted surfaces. *This includes edging under and behind desk furniture and cabinets which can be reached without moving object. All mop heads shall be sanitized weekly and replaced monthly. DO NOT use kitchen/lunch room mops in bathrooms and DO NOT use bathroom mops in kitchen/lunch rooms. DO NOT use the same mop bucket water for kitchens/lunch rooms and bathrooms.*
5. Spot clean walls, partitions, drawers and file cabinets.
6. Empty and clean all trash, waste, and recycling containers, and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers, **including covers/lids**, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
7. Inspect area; secure doors and lights (doors found locked shall be re-locked).
8. Wash or wipe down partition tops once per week.
9. Spray and wipe clean all windows within reach once per week.
10. Once per month, discard old food items from refrigerators and clean entire interior of refrigerators (all shelves, door compartments, side walls, drawers, etc).
11. Daily: sweep and wet mop all stairs.

Cleaning of rest rooms and locker rooms

1. Announce arrival.
2. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks and faucets. Wipe clean and polish all splash areas.
3. Spray drains gooseneck, and wipe clean; polish all under-counter chrome.
4. Hand scrub toilet, fixtures, and urinal interiors with a liquid abrasive and flush afterwards. **(DO NOT USE ACID BASED CLEANERS)**
5. Sweep floor, clean around wall, under toilets and urinals. Wet mop entire floor surface, using CLEAN CLEAR WATER WITH THE REQUIRED PERCENTAGE OF FLOOR SOAP WHICH CONTAINS A GERMICIDAL INGREDIENT. **Mops used in restrooms should not be used in any other areas.** Use "wet floor" signs. Painted wall surfaces, stalls, lockers, ceramic tile, and urinal partitions will be washed as needed, and ceramic tile will be cleaned with grout cleaner and resealed in January, April, July, and October. Contractor selected must supply a schedule for the quarterly cleaning referenced above and inform the Village when this is performed.
6. Dust all partition and locker tops, lights and ceiling vents.
7. Empty and clean all trash and waste containers and deposit contents in designated

dumpsters. Contractor selected will provide and utilize plastic liners. All trash and waste containers, ***including covers/lids***, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)

8. Walls, stalls, lockers and urinal partitions shall have a clean appearance free from water streaks, stains, soil, markings, or other unsightly omissions and free from dust on top edges.
9. Fill paper towel and toilet seat liner dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall. Fill all soap and feminine hygiene product dispensers.
10. Inspect work and turn off lights.

Cleaning of all elevators

1. Tag elevator out of service. Remove marks from, and clean all interior and adjacent exterior walls. Clean knobs and control box, vents, ceiling and ceiling lights. Polish all metal surfaces.
2. Without damaging surface, scrape any gum or sticky items from the floor or walls.
3. Wash exterior of outside doors and interior of car door with a detergent solution or stainless steel cleaner as required. Polish doors and metal surfaces with a dry cloth removing all marks.
4. Vacuum tracks of doors and grooves.
5. Wet mop with all-purpose floor cleaner (*using floor warning signs*).
6. Return elevator to service.

Cleaning of drinking fountains

1. Using a proper brush, clean the drain holes in the center of the fountain bowl.
2. Use a brass/stainless steel surface cleaner to remove stains and polish brass/stainless steel.
3. Wipe all surfaces carefully with a clean cloth and sanitary solution to remove all stains and a polish cleaner for the metal, then wipe with a clean dry cloth or paper towel.
4. Remove any splashes or cleaning solution spilled on wall or floor.
5. Wipe clean and sanitize all bottled water dispensers and overflow devices.

Cleaning of common areas

1. Sweep and damp mop (*using clean clear water with a clean mop and an all-purpose floor soap and floor warning signs*) the stairs and landings and immediate walkways approaching lobby or public areas. *Include hallway stairs next to elevators if applicable.

2. Vacuum the area rugs and mats and damp mop flooring underneath.
3. Clean windows and door panels at the entrances (inside and out). Polish all metal surfaces.
4. Every evening, empty and clean all trash, waste, and recycling containers and replace soiled can liners with new liners and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers will be wiped down, ***including covers/lids***, on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
5. Remove any cobwebs and spot clean walls.
6. Damp dust windowsills, vents, and wall hangings.
7. Wipe clean using clean cloth or sponge (*with all-purpose cleaner*) the wall directory and other information boards, signs, or wall hangings (including vending machines, doors, and handrails).
8. Damp dust (*with a clean towel or sponge*) all furniture, tables, racks, flower stands, doors, plaques and other items.
9. Vacuum all areas (carpeted and upholstered furniture).
10. Wet mop floors (*using clean, clear water with required percentage of floor soap and floor warning signs*).
11. Replace furniture to original configuration.
12. Dust all high / low surfaces (*window / door frames, exposed beams and exposed ductwork*)
13. Spray and wipe dry all windows within reach.

Cleaning of windows and glass surfaces

1. Spray and wipe dry all windows within reach once per week. The entrance doors and adjacent windows to all buildings are to be cleaned nightly. If weather does not permit, it will be accomplished the following day.
2. Every two weeks, wash inside and outside, the Village Hall courtyard windows, north and south entrance canopies, north and south entrance doors and adjacent windows. If weather does not permit, it will be accomplished the following day.
3. All windows in Village Hall shall be cleaned inside and outside in April & October.

Cleaning of floors

1. Composite Floor Tile / Linoleum

Floors are to be kept in a waxed and sealed condition such that floors can be swept / dust mopped and damp mopped (with clean, clear water) nightly with mild detergent using a clean mop. Floors are to be spray-buffed at least three (3) times per week. Floors are to be stripped and re-coated bi-annually with no slip floor wax in April and October. Wet floor warning signs must be used by contractor's employees.

2. Carpeting / Fabric-covered furniture

All carpeting will be vacuumed nightly. Throughout year, contractor selected will utilize measures to spot clean carpeting and furniture on a daily basis preventing any stains from appearing on carpeting or furniture.

Complete steam cleaning of carpeting and furniture will occur in April and October. Complete steam cleaning of high traffic areas (Council Chambers and meeting room) will be done in January, April, July, and October. Contractor selected will notify the Building Maintenance Supervisor one week in advance of date of bi-annual complete steam cleaning to enable Village staff to remove items from floor (*as needed*). Quarterly steam cleaning will take place on a Saturday to allow adequate drying time over the weekend.

3. Concrete

Concrete surfaces in occupied areas within the building will be swept / vacuumed and damp mopped nightly using clean, clear water with required percentage of floor soap and floor warning signs. All concrete surfaces will be stripped, cleaned and resealed with a quality concrete sealer annually in April. All stains to be removed as required. Concrete in cells and cell areas will be stripped and resealed every April and October, and pressure washed on a quarterly basis.

4. Quarry Tile

Floors will be swept and damp mopped (with clean, clear water) nightly with mild detergent. Floor warning signs must be used. Quarry tile will be stripped and resealed twice each year in the spring during the month of April and in the fall during the month of October.

Cleaning of Stairs and Ramps

Follow instructions under Section III. S. Cleaning of Common Areas.

Miscellaneous Clean Up Duties

1. Pick up swept dirt.
2. Empty mop bucket and rinse out mop.
3. Clear all sink drains of debris. ***Clogged sink drains as a result of mop bucket debris shall be the responsibility of the contractor to repair.***

4. Restore all cleaning materials to original storage area.
5. Turn-off all lights turned on by the cleaning crew.
6. Clean-up garbage storage area outside Police sally port garage (provide neat appearance as possible).
7. Dumpster sites shall be kept clean and orderly.
8. Keep storage areas and custodian closets clean, safe and organized.

T. The contractor selected shall perform all tasks listed in Section II. S. within sixty (60) days of award of the contract. Once all of the cleaning duties listed in Section II. S. are performed by contractor upon being awarded the contract, contractor shall follow the schedules for each cleaning duty as specified in Section II. S.

U. Duties and Requirements Specific to the Day Porter Position

The day porter shall knock and announce his or her presence in the restroom or locker room of the opposite sex. If anyone is in the restroom or locker room, the porter shall wait until it is empty before entering. Upon entering a restroom or locker room of the opposite sex, the porter shall place a sign or otherwise indicate his or her presence at the entrance.

Daily responsibilities including but not limited to the following: Porter must be available from 8:00 A.M. to 5:00 P.M.

At Village Hall, the Day Porter will, as directed:

1. Dust lamps
2. Dust windowsills, window and door frames and furniture Dust blinds and all other flat surfaces
3. Clean all office windows (once a week)
4. Empty trash baskets and replace plastic liners
5. Sweep under desks and edges of floor
6. Wipe desks, cabinet tops and bookshelves
7. Damp mop floors (*using clean mop and clean, clear water with required percentage of floor cleaner*)
8. Wipe down doors and door frames (*using clean towel or sponge*)
9. Vacuum carpets
10. All other responsibilities as assigned by Building Maintenance staff (Check-in and out w/ Building Maintenance staff)
11. Clean areas and offices that are not accessible at night. These include:

Detention Cells in Police Department (Village Hall, lower level):

1. Check in and out with Watch Commander.
2. Begin cleaning at 8:00 A.M. Cleaning needs to be completed by 10:00 A.M.
3. Sanitize and disinfect all detention areas (except walls) using the following products:
 - ✓ Bleach -regular with 20% mixed to 80% water (Note--rotate use of bleach and germicidal cleaner)
 - ✓ Vinegar
 - ✓ Stainless steel polish and cleaner
 - ✓ Germicidal cleaner
 - ✓ Non-abrasive cleaner
 - ✓ All-purpose cleaner
 - ✓ Non-acid bowl cleaner

*** Note: From time to time, the detention cells in the Police Department may require cleaning during hours when no cleaning crews are on-site. Contractors must provide a twenty-four (24) hour emergency call-back number where a live supervisor or cleaning staff person can be reached. Cleaning staff must respond within two (2) hours of the time the call was received. Additional hourly rate for emergency call-backs must be provided in Section IV Proposal Form of this RFP, along with the 24-hour call back number. Contractor understands that Police Department detention cells might contain blood, urine, vomit, or other blood borne pathogens that will require removal / cleaning (refer to Section Q. OSHA Requirements for appropriate cleaning procedures).**

Fleet Department

1. Clean offices and lockers rooms per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
2. Clean break room per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms and Section III. S. Cleaning of Floors
3. Clean Parts Department per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms and Section III. S. Cleaning of Floors
4. Empty trash cans and replace with clear, plastic liners.
5. Sweep and mop floor (*using clean, clear water and required percentage of all-purpose floor cleaner. Use wet floor warning signs.*)
6. Clean all washrooms in Fleet Service Area per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
7. Wash down walls around the sink areas.
8. Clean all sinks (*using all- purpose cleaner*).
9. Clean and sanitize all drinking fountains.
10. Mop floor area around sink and drinking fountain areas.

Village Hall

1. Clean IT offices per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
2. Clean floors per Section III. S. Cleaning of Floors.
3. Empty trash.
4. Clean Computer Room as requested with IT personnel present.
5. Clean all rest rooms per Section III. S. Cleaning of Rest Rooms at beginning and end of each shift and twice during shift or as required.
6. Clean Police Records Bureau.

Note: All cobwebs in any Village area that is a part of this contract are to be removed as required.

V. TASKS BY PERIOD FOR ALL LOCATIONS

<i>Daily</i>	<i>Weekly</i>	<i>Monthly</i>	<i>Quarterly</i>	<i>Annually</i>
<i>~Offices ~</i> Vacuum, dust, empty trash and recycling <i>~Restrooms ~</i> Detail daily cleaning <i>~Lobbies ~</i> Floors, doors, stairs, elevator floor, door and buttons	High places: door frames; strip and clean certain surfaces (floor, quarry tile, etc.); sanitize mop heads weekly;	Vacuuming of certain corners under surfaces, etc., baseboards molding; clean interior of refrigerators in Village Hall employee lounge and Public Works Center 2 nd floor lunch room and Fleet break room; replace all mop heads; windows and glass surfaces	Shampoo carpeted areas (<i>one section each quarter</i>) i.e. east wing, west wing, north end, south end, etc. Strip and wax all tiled areas at Village Hall and PWC. This includes the main floor area of Village Hall.	Move tables, chairs, desk, file cabinets to clean floors, rafters, high windows, vents, etc.

W. PROCEDURES FOR CUSTODIAL CONTRACTOR'S EMPLOYEES

1. Do not go into cabinets, closets, or storage areas that you have not been authorized to access.
2. Do not remove any paper, boxes, or other items on the floor that are not in wastebaskets.
3. Place a large sign with letters a minimum of 6" tall on both the front and rear windshield of your car if you drive to work. The sign should say "Custodial Staff".

4. If you choose to eat in Village Hall, use the employee lounge only.
5. Do not use office telephones for personal calls.
6. Do not allow the public to enter the building if the building is closed.
7. Check facility carefully. If anything was broken or damaged when you came in, note it on the back of the check-sheet.
8. If you are harassed or witness vandalism or a crime, call the Police and report it immediately.
9. Never leave keys lying around. **If keys are lost or stolen, report the incident within one (1) hour.** Contractor selected will pay for replacement keys and change of locks on doors to high security areas.
10. When you leave the building, check every exterior door and window.
11. Use wet floor warning signs whenever floors are wet at a Village location.
12. Place any and all "found" valuables on desk in the Clerk's Office on the first floor.
13. In case of any emergency: Police/Fire 911

Diagram A - Village Hall Directory, Main Level

Diagram B - Village Hall, Upper Level

Diagram C - Village Hall, Lower Level (Police Department)

Diagrams D.4 through D.6 – Public Works Facility:

D.4 – Basement Level

D.5 – 1st floor – Fleet Department

D.6 – 2nd floor – Administration and Engineering Offices

All diagrams will be distributed at the pre-bid meeting at the Public Works Center at 201 South Blvd., Oak Park, IL. on Wednesday, October 12th, 2022 at 10:30 a.m.

X. APPROXIMATE SQUARE FEET OF CARPETING AND TILES FOR VILLAGE LOCATIONS

VILLAGE HALL

1ST FLOOR QUARRY TILES	4,300 SQUARE FEET
1ST FLOOR CARPETING	14,000 SQUARE FEET
2ND FLOOR CARPETING	8,600 SQUARE FEET
1ST & 2ND FLOOR COMPOSITE TILES	224 SQUARE FEET
1ST FLOOR WASHROOMS CERAMIC TILES	410 SQUARE FEET
COUNCIL CHAMBERS ROOM CARPETING	4,120 SQUARE FEET

Total Square Feet: 31,654

POLICE DEPARTMENT

CARPETING	3,260 SQUARE FEET
COMPOSITE TILES	12,000 SQUARE FEET
CERAMIC TILES	240 SQUARE FEET
CONCRETE FLOOR	1,850 SQUARE FEET

Total Square Feet: 17,350

PUBLIC WORKS CENTER

Level	Room	Area
Basement	Men's Locker Room	1,276 SQUARE FEET
Basement	Women's Locker Room	428 SQUARE FEET
Basement	Workshops (with offices)	6,565 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Break / Lunch Room	224 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Offices (2)	270 SQUARE FEET

Level One - Fleet Service Area (1 st Floor)	Conference Room	108 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Men's & Women's Locker Rooms	51 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Restroom (Fleet)	72 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	North Restroom	74 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	South Restroom	37.5 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Admin. & Engineering Services	780 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	North Offices (11)	1,809 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Engineering Offices (2)	395 SQUARE FEET
Level Two – Admin, & Engineering (2 nd Floor)	Engineering Work Stations (14)	1,960 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Lunch Room	500 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Restrooms (2)	413 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Conference Rooms (3)	1,031 SQUARE FEET

Total Square Feet: 15,993.5

METRA STATION

CONCRETE FLOOR	13,000 SQUARE FEET
COMPOSITE TILES	650 SQUARE FEET

Total Square Feet: 13,650

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's proposal within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Standard of Care

The contractor shall endeavor to perform the services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The contractor shall ensure that the services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the contractor with respect to this Agreement.

Certified Payroll

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

The contractor shall have at all times a competent supervisor on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Building Maintenance Contract Coordinator or appointed representative. Any instructions given to such person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Contract Coordinator any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 5:00 p.s., and weekends in the Police Dept. as required or agreed upon by all parties. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Contract Coordinator.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

12. No more than 50% of the crew may be trainees at any one time.
13. Supervisors must be fluent in the English language and capable of reading and writing English.
14. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see *below*).
15. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
16. The contractor selected shall provide the Village with a current list of all employees who will perform work upon commencement of the agreement. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property. Repeated use of employees not on the current list may be grounds for termination of the agreement.
17. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

GENERAL INFORMATION

Uniforms:

Employees of the contractor shall wear uniforms or clothes that identify them as a Village contractor.

Quality Control:

The contractor's staff shall meet with the Building Maintenance Contract Coordinator or his/her designee once per week in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or alternate location determined by the Building Maintenance Contract Coordinator) during the first six months of the contract period, and as needed after that to discuss deficiencies. Contractor shall provide a plan and timeframe to correct any deficiencies identified.

Employees of the contractor shall submit a report to the Building Maintenance Contract Coordinator at the end of each work day if any problems, malfunctioning equipment or hazards are discovered throughout the work day.

Criminal background checks will be performed on all employees of the contractor prior to contract commencement and on any employee of the contractor that replaces a previous employee during the contract period. A current list of employees along with copies of their driver's licenses shall be kept on-file at the Public Works Center Customer Service office.

COVID-19 Cleaning and Disinfecting Spray Services:

Contractor shall provide a separate cost proposal as an alternate (include pricing on Proposal Price Form) to provide specialized COVID-19 cleaning and disinfectant spraying services. These services shall be provided by custodial contractor staff who are trained in performing this type of service. All equipment associated with this service shall be provided by and maintained by the custodial contractor. Supplies, materials and equipment associated with this service may be stored/kept at the locations being serviced.

Pricing for this service shall be broken out by location and frequency of service (once per week OR 4-day cycle). Spraying services must be done **after hours** and not during regular business hours unless specified otherwise.

Description of COVID-19 spraying services shall include, but not be limited to the following:

For Village Hall (including Police Dept.) and Public Works Center (including Fleet Shop during regular hours):

- Spray all offices and adjacent work spaces/cubicles, as well as hallways, restrooms, locker rooms, elevator interiors, elevator lobby, entrance areas/vestibules, stairwells, employee lounges/kitchen areas and lunchrooms with approved Virucide disinfectant spray solution using approved dispensing equipment. Spray solution shall be fast-drying allowing occupants to return to their respective work spaces/offices within thirty (30) minutes.

Metra Station: The Village may be installing a new outdoor public restroom in a parking lot across the street from the Metra Station. Custodial contractor shall be responsible for cleaning this restroom twice daily (one in the morning and once in the afternoon or evening. See <https://portlandloo.com/> for more information.

PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to perform custodial services all in accordance with the attached specifications and at the prices indicated below.

Location	Cost of Service Per Month	
Village Hall: 123 Madison (including Police Dept.)	\$	
Public Works Center: 201 South Blvd. (including Fleet Shop during regular hours)	\$	
Metra Station: 1119 North Blvd. (including warming station, two restrooms and PD sub-station)	\$	
Alternate Locations		
PD sub-station 618 Austin		
PD sub-station 6311 North Ave.		
Exterior (outdoor) restroom near the Metra Station serviced twice daily (once in the a.m. and once in the p.m.)		
Central Water Pumping Station – one small employee restroom serviced once per week		
Total Monthly Cost (without Alternate Locations):		
Total Monthly Cost (including Alternate Locations):		
Alternate Services (COVID-19 Spraying Service):	Once per week	Four- (4) day cycle (once every four days)
<i>Village Hall (after hours including Police Dept.)</i>	\$	
<i>Public Works Center (after hours, Fleet Shop to be done during regular hours)</i>	\$	

24-Hour Emergency Call-back Number (for Police Department detention cells –

see Section U., page 18): (____) _____

Additional Hourly Rate for Emergency Call-backs: \$_____ / hr.

Proposal Signature: _____

State of _____) County of _____)

_____,
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: _____/_____/2022 _____

Organization Name
(Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

E-mail address: _____

PROPOSAL FORM continued

Subscribed and sworn to before me this _____ day of _____, 2022.

_____ in the State of _____. My
Commission
Notary Public

Expires on ____/____/_____

Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of _____ and is organized and existing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating
under a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

**SECTION III
CONTRACTOR CERTIFICATION**

_____, as part of its proposal on an agreement for custodial Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing on the aforementioned agreement as a result of a violation to
either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or
Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement".

(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

**SECTION IV
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn, deposes and says:

that he/she is _____ of
(partner, officer, owner, etc.)

(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:

Its:

(name of contractor if the contractor is an individual)

(name of partner if the contractor is a partnership)

(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

SECTION V

ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION VI
PROPOSAL BOND

WE _____
as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total annual proposal price, as specified in the invitation for Proposals. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the Proposal is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022.

PRINCIPAL

(Company Name)

(Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

Subscribed to and sworn before me on the

_____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of _____, 2022.

Notary Public

SECTION VII
CONTRACT BOND



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2022.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

Notary Public

SECTION VIII
COMPLIANCE AFFIDAVIT

I, _____, (print name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreeing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2022.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreeing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreeing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreeing business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: _____

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

					Males				Females				
Job Category	Total # of Empl.	Total Males	Total Females	Black	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Total Minorities
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is the _____

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2022.

(Signature)

(Date)

SECTION X
NO PROPOSAL EXPLANATION

If your company does not wish to proposal on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you.

Proposal Name: Project No. 22-127

Village of Oak Park Custodial Services

Comments:

Signed: _____

Phone: _____



SAMPLE ONLY – DO NOT SIGN

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on this _____ day of _____, 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the “Work”) for the _____ (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Proposals dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$_____ (“Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which, together shall constitute the “Contract Documents.” The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract Documents by _____,

_____ (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village’s Building Maintenance Contract Coordinator shall be deemed the Village’s authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein for a three-year (3) period and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village 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 paralegal's fees, expert 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 is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, 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 the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described

policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$

1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit

\$1,000,000.00

(D) **Umbrella:**

i. Limits:

Each Occurrence/Aggregate

\$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

To Contractor:

Public Works Director
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302-4272
708-358-5700
Email: jwielebnicki@oak-park.us
Fax: 708-358-5711

Email: _____
Fax: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The

Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of twenty-five thousand (\$25,000) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers, officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the

Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. STANDARD OF CARE

26.1. The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

26.2. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

26.3. The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

27. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their
duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By:
Its: Village Manager

By:
Its:

Date: _____, _____

Date: _____, _____

ATTEST

ATTEST

By:
Its: Village Clerk

By:
Its:

Date: _____, _____

Date: _____, _____