



City of Wheaton, Illinois

City of Wheaton
303 W. Wesley Street
Wheaton, IL 60187-0727
630-260-2000

www.wheaton.il.us

Contracted Services: Janitorial Services for City Facilities

Requesting: Bids (2 originals compiled as described within)

Issue Date: May 2016

Mandatory Pre-Bid Meeting: Wednesday, May 11, 2016 at 9:00 am in City Hall Council Chambers

Last Date for Questions: Friday, May 13, 2016 end of business

Response Required: Thursday, May 19, 2016 prior to 10:00 am local time

Public Bid Opening: Friday, May 20, 2016 10:00 am local time

Location: City Hall Council Chambers; 303 West Wesley St.; Wheaton, IL

Service Period: July 1, 2016 – June 31, 2018 (2 years)

Enclosures: General Instructions Regarding the Solicitation of Contracted Services

General Terms and Conditions for Contracted Services

Special Terms and Conditions for Contracted Services

Statement of Work

Chart: Facility Availability and Special Requirements

Floor Plans

*Forms Provided for Submitting this formal Offer**

Proposal Page

Contractor Submittal Requirements

Certification of Compliance

Customized Mailing Label for Sealed Submittal

Agreement Document (if you are awarded the work/order)

Standard Contracted Services Agreement

Note: Illinois Prevailing Wage Act 820 ILCS does not apply

All questions concerning this solicitation shall be via e-mail to the Procurement Officer and received no later than time stated above. A written response in the form of a public addendum will be published and forwarded to qualified proposers.

Contact with anyone other than the Procurement Officer for matters relative to this solicitation during the solicitation process is prohibitive.

Contacts for this proposal:

Procurement Officer: Joan M. Schouten MBA CPIM CPPB; JSchouten@wheaton.il.us

GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

Solicitations are open to all business firms actively engaged in providing the materials, equipment, and services specified and inferred. Active engagement will be verified via references.

Solicitation Process

Documents:

1. The City of Wheaton's website, www.wheaton.il.us/bids/ is the official source for all documents related to this solicitation. The City is not responsible for documents distributed by any other source.
2. It is the responsibility of the Bidder to seek clarification of any requirement that may not be clear. This includes a review of all solicitation documents.
3. All questions concerning this solicitation shall be submitted via e-mail to the attention of the Procurement Officer by the last date for questions as reflected on the cover page of this document. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.
4. Any interpretation, correction or change of the solicitation documents will be made by published Addendum. Interpretations, corrections and changes to the solicitation documents made in any other manner will not be binding. All addenda will be published on the City's website at <http://www.wheaton.il.us/bids/>. It is up to the Bidder to check this site for the most current addendum.
5. Bidders shall acknowledge the receipt of any addendum.

The Cone of Silence:

6. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
7. During the period beginning with the issuance of the solicitation document through the execution of the award document, bidders are prohibited from all communications regarding this solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials.
8. Any attempt by a bidder to influence a member or members of the aforementioned may be grounds to disqualify the bidder from participation in this solicitation.

Exceptions to the Cone of Silence:

9. Written communications directed to the Procurement Officer
10. All communications occurring at pre-bid meetings
11. Oral presentations during finalist interviews, negotiation proceedings, or site visits
12. Oral presentations before publicly noticed committee meetings
13. Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
14. Procurement of goods or services for Emergency situations

Investigation:

15. It shall be the responsibility of the Bidder to make any and all investigations necessary to become thoroughly informed of what is required and specified in the solicitation.
 - a. If the site of the work is an area restricted from the general public, a pre-bid meeting will be provided for all potential bidders to perform this inspection.
 - b. If the site of the work is an area open to the general public, the potential bidder may perform their inspection at a time of their choosing.

16. Bidder shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the work and the detailed requirements of delivery, installation, or construction.
17. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist, as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.

Offers:

18. Exceptions to specifications, requirements, Terms and Conditions must be clearly identified.
19. Offers including goods or equipment must include: Manufacturer's warranties and/or guarantees
20. Offers including service during the warranty/guarantee period must include, in writing, any restrictions and/or associated costs.
21. **QUOTES** are to be submitted via fax or e-mail. Verbal offers will not be accepted.
22. **FORMAL OFFERS** must be on the forms provided and compiled in the order stated Do not use binders, folders, tabs or papers larger than 8.5 x 11.
23. Delivery of an offer is acceptance of the City's requirements. Offers containing terms and conditions contrary to those specified, or taking exception to any of the Special Terms and Conditions, General Terms and Conditions, Specifications, or Addenda as stated by the City may be considered non-responsive.
24. The City shall not accept an offer which is based upon any other offer, contract, or reference to any other document or numbers not included in the solicitation documents.

Order of Precedence:

25. Wherever requirements are in conflict, the order of precedence shall be as follows: City Contract, City Specifications, City Special Terms and Conditions; City General Terms and Conditions,....
26. City requirements take precedence over Bidder's offer.

Signatures as Offer:

27. Under the conditions of the Uniform Commercial Code, the signing of the submittal by the bidder constitutes an offer. If accepted by the City, the offer becomes part of the contract.
28. Offers by
 - a. Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.
 - b. Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
 - c. By corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

29. Offers may be withdrawn at any time prior to the scheduled opening or due date. Requests to withdraw an offer shall be in writing, properly signed, and received by the Procurement Officer prior to the due date.
30. Offers may not be withdrawn after the due date without the approval of the Procurement Officer.
31. Negligence in preparing an offer confers no right of withdrawal after opening / due date.

Timeframe and Consequences:

32. Offers must be received before the designated time.
33. Offers received after the designated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
34. Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Public Openings:

35. Formal offers by sealed envelope will be publicly opened at the time and location stated. The Procurement Officer shall read the name of the bidder, offered price, and note if deviations are stated. At the conclusion of the opening an apparent low bid will be announced. Award will be based on analysis of costs, deviations, city budget, and approval by City Council.
36. Results of Openings will be published on the City's website www.wheaton.il.us/bids/ within three business days.
37. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to the solicitation process, to increase competition, and ways in which the City may achieve greater savings and increased transparency.
38. Despite the reading of offers at a public opening, if the offers are thence rejected and thus subject to rebid, the read results will not be published and will be exempt from FOIA requests.

Requirements

Brand Names or Equal:

39. Specifications are prepared to describe the goods and services which the City deems to be in its best interests to meet its performance requirements. These specifications shall be considered the minimum standards expected of the contractor.
40. If an offer does not indicate deviations or alternatives to the specifications, the City shall assume the offer is fully compliant with all specifications.
41. Specifications are not intended to exclude potential contractors. Any reference in the City's specifications to a brand name, manufacturer, trade name, catalog number or the like is descriptive, not restrictive, indicating materials that are satisfactory.
42. Consideration of other makes and models will be considered, provided the bidder submits a request for pre-approval by the Last Date for Questions stated on the cover page. Bidder should state exactly what he proposes and attach a cut sheet, illustration or other descriptive matter which will clearly indicate the character of the item. A written response in the form of a public addendum will be published on the City's website, www.wheaton.il.us/bids/.

Quantities:

43. All quantities represent an estimate of the quantity of the work to be done and/or materials to be ordered. It is given as a basis for comparison of offers and to determine the awarding of the contract.
44. The City does not expressly or by implication agree that the actual quantities involved will correspond to the published estimate. The bidder accepts that the quantities stated are estimates only and will not hold the City bound to said number.
45. The City reserves the right to modify the estimates, or remove them in their entirety, whichever is in the best interests of the City.

Bid Bonds:

46. The City may require a Bid Bond / Bid Deposit if so stated.
47. Bid Bonds / Bid Deposits are typically ten percent (10%) of the full contract price unless depicted otherwise.
48. If a Bid Deposit (preferred), it shall be submitted with the formal offer and be in the form of a certified check or a bank cashier's check made payable to the City of Wheaton. Checks will be retained by the City until an award is fully executed, at which time the checks will be promptly returned to the unsuccessful Bidders.
 - a. The Bid Deposit check of the successful Bidder will be retained until the contract has been executed and all required documents, including a Performance Bond if requested, is received.
 - b. The Bid Deposit check of the successful Bidder shall be forfeited to the City in the event that the Bidder withdraws its offer, or neglects, refuses or is unable to enter into a contract.
49. If Bidder chooses to use a Bid Bond, the Bid Bond must be in compliance with all bond requirements mandated by the State of Illinois.

Deviations to Requirements and Alternate Offers:

50. If the Bidder is unable to meet most of the specifications, but believes their product/work will meet the needs of the city, the Bidder should submit an Alternate Bid and include material specification sheets, performance data, or other documentation justifying consideration.
51. If a Bidder plans to submit multiple offers, each offer must be packaged separately and identified on the outer envelope and on the cover page of the offer in a way that can be differentiated from the other offer(s).
52. The Procurement Officer reserves the right to make the final determination of compliance or whether any deviation or alternate is of an equivalent or better quality and which offer can best meet the needs of the City. Such determination shall be incorporated within Purchasings' recommendation to the City Council.

Environmental Requirements:

53. The City is committed to becoming a sustainable city that conserves its use of resources to optimize efficiency and minimize waste. The City is committed to provide services in an equitable manner for present and future generations.
54. Recycled Content Products: It is in the City's interest to purchase products with the highest recycled material content feasible. The City requests that Bidders suggest recycled content products as alternatives.
55. Recycled Packing Material: The City desires that all shipping containers/packing material for equipment, materials and supplies delivered to the City contain no less than the specified minimum EPA percentage requirements of post consumer recycled content. Containers and packing material should show the recycled product logo and recycled content percentage information.
56. To help "Turn Wheaton Green", the bidders sustainability policy, as well as green initiatives for this specific solicitation, will be considered in the evaluation of the offer.

Price:

57. The price offered shall remain firm throughout the duration of the agreement.
58. Failure to record all requested breakdown of prices may result in disqualification. Unit price shall be shown for each unit specified. In case of mistake in extended price, unit price shall govern.
59. Price shall represent the entire cost of all requirements stated within the solicitation and contract. No subsequent claim will be recognized for any surcharges, add on costs, increase in material prices, cost indexes, wage scales, fuel surcharges, freight costs, packaging or any other rates affecting the industry or this project.

For Projects Bid as Time and Material:

60. Time, inclusive of but not limited to salaries, benefits, overtime, set-up, break-down, includes all costs associated with labor for this service.
61. Material, inclusive of but not limited to goods, components, equipment, includes all costs associated with all items necessary to complete this service.
 - a. Complete illustrative and technical data, drawings, and/or printed literature for the materials or equipment quoted should be included with the offer.
62. Overhead and Profit shall include all costs not covered under material or labor, such as fixed costs and taxes.

Discounts:

63. Discounts of less than thirty (30) days will not be considered in the evaluation.
64. Discounts for thirty (30) days or more may be considered in the evaluation.
65. Where the net offer is equal to an offer with a discount deducted, the award shall be made to the net offer.
66. Discounts will be figured from the date of receipt of a proper invoice or the approval of the quality of the product received or service completed – whichever is later.

Taxes:

67. Unit prices shall not include any local, state or federal taxes.

68. The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated to the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
69. The City's Sales Tax Exemption Number is E9997-4312-07.
70. The Contractor shall pay sales, consumer, use and other similar taxes.

Evaluation of Offers

Receipt of One (or too few) offers

71. If the City receives one or too few bids, as defined by the City, from a publicly broadcasted solicitation, the City may reschedule the opening to a later date. The offers received will either be:
 - a. returned unopened to the Bidder for re-submittal at the new due date and time, or
 - b. if there are no changes in requirements, and pending agreement with the Bidder, held until the new due date and time
72. If the City does not receive any bids, from a publicly broadcasted solicitation, the City may negotiate with any interested parties.

Determining Responsiveness of the Offer:

73. Responsive bids are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation documents, inclusive of all required documents, compliant to all product requirements and specifications, able to meet delivery requirements, accepting of all contract terms and conditions.

Waivers and Rejections of Offers:

74. The City reserves the right to waive any informality, technical requirement, deficiency, or irregularity in the offer. The City may conduct discussion with Bidders to further clarify the offer as may be necessary. Correction of the offer shall be effected by submission within 4 hours (e-mail or fax) of a corrected page with changes documented and signed.
75. The City reserves the right to reject any or all offers for any reason including but not limited to: budgetary constraints, unclear solicitation documents, change in needs, suspicion of collusion, pricing aberrations, front end loading; mathematically unbalanced proposals in which prices for some items are substantially out of proportion to comparable prices, materially unbalanced proposals in which material requirements for some items are substantially higher to comparable proposals; poor quality or poor performance in past City contracts, and other reasons deemed important to the City.
76. The City reserves the right to accept or reject any offer in which the Bidder names a total price for all the work without breaking down requested material costs, labor costs, and/or overhead and profit.
77. Multiple offers from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a bidder is interested in more than one offer may result in rejection of all offers in which the bidder is interested. Any or all offers will be rejected if there is any reason for believing that collusion exists.
78. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime contractors submitting a proposal for work. However a subcontractor may not submit a proposal as a prime contractor, and a prime contractor may not submit a proposal as a subcontractor.
79. **FOIA:** If the City rejects all offers and concurrently provides notice of its intent to reissue the solicitation, the rejected offers remain exempt from FOIA requirements until such time as the City awards or rejects the reissued solicitation.

Determining Responsiveness of the Bidder:

80. The City reserves the right to determine the competence, the financial stability and the operational capacity, of any Bidder.

81. Upon request by the City, Bidders shall furnish evidence for the City to evaluate their resources and ability to provide the goods and services required. Such evidence may include; but not be limited to: tour of facilities, staffing levels, listing of equipment and vehicles, listing of personnel's qualifications, certificates, licenses; listing of committed but not yet completed orders; financial statements; ...
82. Bidder may be required to submit samples of items within a specified timeframe and at no expense to the City. If not destroyed in testing, samples will be returned at the Supplier's request and expense. Samples which are not requested for return within thirty (30) days will become the property of the City.
83. Bidders may be required to effect a demonstration of the item or service being proposed. Such demonstration must be at a site convenient and agreeable to the affected City personnel and at no cost to the City.
84. Bidders may be required to provide references. The City reserves the right to contact said references or other references that may be familiar with the Bidder. The City reserves the right to eliminate a bidder who has not demonstrated the required years of service within the required specialty.
85. Bidders may be required to provide their internal policy on sustainability.
86. The City reserves the right to determine if such information might hinder, influence the quality of the work specified, or prevent the prompt completion of additional work such as future maintenance and service.

Confidential Information

87. Bidders may be required to provide evidence of financial viability. This may be a Dunn and Bradstreet Report, a financial statement prepared by a licensed Certified Public Accountant showing the Bidder's financial condition at the end of the past fiscal year, an annual report.
88. Bidders may be required to provide other information which they consider proprietary and confidential, and if made known to the public, may affect their ability to compete in the marketplace. Said information will be subject to Illinois State FOIA requirements including the following exemptions:
 - a. (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b. Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
89. Bidders considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

Selection Process:

90. The City endeavors to select the offer meeting the best interests of the City as stated by its City Council based on the totality of lawful considerations.
91. The City's determination of best overall value may include consideration of the City's internal cost structure for meeting requirements, such as the city's inventory carrying costs, ordering lead times, equipment maintenance costs, standardization, available project management resources, and items typically identified with and relating to a "Life Cycle Cost Analysis".
92. The City will consider the following non-exclusive list in determining award: soft costs of contract management; total cost of ownership factors such as transition costs, training costs, additional requirements such as spare parts and special tooling.
93. The City will contact references to verify bidder's ability and skill to perform the work required based on: past work of similar nature, quality of work, proactive nature of work crew, adherence to the project's production schedule and proposed price constraints, and references' experience if the contractor has character, integrity, and a reputation for good judgment.
94. If the city's evaluation yields a concern with the potentially recommended bidder's ability, the City reserves the right to require a Performance Bond at no additional cost to the city.

95. Should identical low, responsive and responsible bids be received from two or more Bidders, the City shall exercise one of the following tie breaking methods:

- a. Tie Bid (two suppliers): The Procurement Officer, with a witness present, may flip a coin with heads representing the Offeror whose name appears first in alphabetical order. If the toss is heads, said Offeror will receive the recommendation to award.
- b. Tie Bid (three or more suppliers): The Procurement Officer, with a witness and each vendor present, shall shuffle a new deck of playing cards and have each Offeror cut the cards. The Offeror who cuts the highest card (with Ace high) shall be recommended for award.

Award:

96. Except as otherwise stated, bidders will be awarded within ninety (90) days from the opening date.
97. Award is based on the lowest responsive responsible offer; offering the lowest life-cycle cost; providing the best overall value to the City; and deemed most advantageous to the City, price and other factors considered.
98. When there is a Base Bid and Alternates, the low bidder shall be the lowest responsible and responsive bid submitted for the Base Bid and Alternate A. If all Bids and Alternate A exceed the project budget, the city reserves the right to award to the bidder presenting the best alternatives for the city.
99. When there is a Base Bid and Options, the low bidder shall be the lowest responsible and responsive bid submitted for the best combinations for the city.
100. The City reserves the right to award by item, part or portion of an item, group of items, in the aggregate, or to reject any and all offers in whole or in part according to the best interests of the City.
 - a. Bidder may restrict their offer to consideration in the aggregate by so stating on the proposal form, but must name a unit price on each item.
101. The successful Bidder may be required to enter into a contract with the City of Wheaton covering all matters set forth in the solicitation document, and addenda.

Requirements if Awarded the Work:

Registration

102. The successful supplier, prior to the execution of the order, or no later than 10 days after receipt of the award document, must be registered to do business in the City of Wheaton and the State of Illinois.

Insurance:

103. The successful Bidder, if awarded by contract, will be required to carry insurance acceptable to the City. (*reference Contract Addendum 1*).
104. Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.
105. The Bidders obligation to purchase stated insurance cannot be waived by the city's action or inaction.

Bonds:

106. The successful bidder, if awarded by contract, may be required to provide a bond/bonds. Said bonds must be through a bonding company listed on the Department of the Treasury's Listing of Certified Companies http://www.fms.treas.gov/c570/c570_a-z.html.
107. Surety must be in compliance with any bond requirements mandated by the State of Illinois.

Security Clearance:

108. Background checks inclusive of finger printing MAY be required for contractors servicing secured areas. Contractors will submit a list of employees' names to the Project Manager who will coordinate the background checks with the police department. Said list should include staff to cover absences or reassignment.

109. Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

110. The contractor shall be responsible for all personnel engaged in the work. Contractor must ensure that: said personnel have been completely and satisfactorily cleared by the City of Wheaton for work within secure areas; a sufficient amount of backup or relief personnel to cover absenteeism or replacement have been completely and satisfactorily cleared or work; equipment and personnel do not enter facilities except as required during the progress of the work.

111. The City reserves the right to request removal of any contractor's employee upon submitting proper justification should such action be considered necessary to the best interests of the City. Contractor is permitted to add/replace personnel with approved backup personnel, or reassign personnel already cleared by the City for work within secure areas. The City must be provided written notice prior to time of replacement.

Audit:

112. The successful Bidder may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

Protests:

113. Any Bidder who claims to be aggrieved in connection with a solicitation, the selection process, a pending award, or other reasonable issue may initiate a protest.

- Protests involving the solicitation process or stated requirements must be presented in writing via e-mail to the Procurement Officer no later than the last date for questions as reflected on the cover page of this document.
- Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to the Procurement Officer no later than three business days after bid results are publicly posted.

114. Protests must include: the name and address of the protestor; appropriate identification of the solicitation; if an award has been initiated, the award document number (if available); identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).

115. A person filing a notice of protest will be required, at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.

- If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Bidder filing the protest.
- If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.

116. Upon receipt of the notice of protest, the Procurement Officer shall stop the award process.

- The Procurement Officer will rule on the protest in writing within two business days from receipt of protest.
- Appeals of the Procurement Officer's decision must be made in writing within two business days after receipt thereof and submitted to the City Manager for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
- The City Manager's decision is final.

Other Entity Use:

117. Although this solicitation is specific to the City of Wheaton, Offerors have the option of allowing this offer, if awarded by the City to the Offeror, to be available to other local entities and agencies within the DuPage-Kane-Cook-Will and Kendall Counties. If the successful Offeror and the interested entity/agency mutually agree on the Terms and Conditions, inclusive of pricing, both parties may perform business under the authority of this solicitation and contract.

118. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality or agency; nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Supplier.

END OF GENERAL INSTRUCTIONS REGARDING THE SOLICITATION OF CONTRACTED SERVICES

GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

Contract Administration:

1. A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract.
2. Once the "Work May Proceed" order is issued, the contractor's primary contact with the city will become the Project Manager.
3. The Project Manager's primary responsibility is to assure the city receives the contracted services in accordance to the terms and conditions and specifications of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through close out and payment of final invoice; monitor equipment, materials and project progress; address any quality issues and change orders; verify schedule of Values, output, schedule status; conduct random inspections.
4. The contractor will provide name and contact information of key contact to the Project Manager for use during time of emergency or at any hour city staff sees fit to do so.
 - a. If security clearance is required for this work, it will be pursued at this time.

Communications Plan

5. The contractor is required to provide the City's project manager with written/e-mailed bulletins addressing the status of the project throughout the life of the contract.
6. The bulletins shall cover all work performed and completed and shall confirm the schedule of the work yet to be performed. It shall also state any assumptions and/or exclusions.
7. The bulletin shall identify problems encountered, or still outstanding, with an explanation of the cause and resolution of the problem or how the problem will be resolved.
8. The contractor will be responsible for conducting status meetings with the project manager as scheduled. The meetings can be in person or over the phone, at the discretion of the city.

Documents:

9. Contractor is to maintain at the job site a complete and current set of drawings, plans and contract documents; bulletins, supplemental instructions, proposals, change orders, subcontractor's proposals, suppliers invoices, all written requests and responses to each required change...
10. All documents must accurately reflect the current status of all pertinent data including changes in the line item quantities and contract sum attributed to change orders.
11. All documents are to be available to the Project Manager.
12. All documents are to be available for auditing purposes, FOIA, and other reasons necessitated by the city.

Material and Equipment:

13. If the offer identifies an item by manufacturer's name, trade name, catalog number, or reference, the contractor shall furnish the item so identified and shall not propose to furnish an "equal".
14. If the identified item is no longer available, the City must approve any proposed "equal" prior to order placement. The City will not incur any additional costs for the "equal".
15. All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
16. Contractor must provide documentation that any and all Hazardous Material created during the performance of the project work has been disposed of or recycled in compliance with all Illinois Administrative Code Title 35, Part 733 "Standards for Universal Waste Management", and other applicable State, Federal and local regulations.

17. All material or equipment furnished shall meet the minimum requirements of Occupational Safety & Health Standard (OSHA) published in the Federal Register, U L or other nationally recognized certifying body.

Substitutions:

18. No substitutions will be considered after Notice of Award except under one or more of the following conditions:

- a. Substitution required for compliance with final interpretations of code requirement or insurance regulations
- b. Unavailability of specified products, through no fault of the contractor.
- c. Subsequent information discloses inability of specified product to perform properly or to fit in designated space.
- d. Manufacturer /fabricator refusal to certify or guarantee performance of specified product as specified.
- e. When a substitution would be substantially to owner's best interest.

19. Substitutions will not be considered when items are indicated or implied on shop drawings or product data submittals without formal request.

Requests for Substitution:

20. Submit request for substitution to the attention of the Project Manager. Include documentation confirming compliance of proposed substitution with contract documents

- a. For products include: Product description and identification, manufacturer's name and address, manufacturer's literature, performance and test data, reference standards, samples, name and address of similar projects on which product was used and dates of installation
- b. For construction methods include: detailed description of proposed method, drawings illustrating methods, itemized comparison of proposed substitution with product or method specified, statement regarding the affect of the substitution to the construction schedule

21. Identify: changes or coordination required, other contracts affected, accurate cost data on proposed substitution in comparison with product or method specified.

22. Contractor attests that he has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified; that he will provide the same guarantee for substitution as for product or method specified; that he will coordinate installation of accepted substitutions into the work, making all changes for work to be complete in all respects.

23. Cost data must include all related costs under contract but excludes owner's redesign, administrative costs of owner, costs under separate contracts.

24. Contractor will pay all additional costs and expenses for owner and other contractors.

- a. Acceptance of substitution will require substantial revision of plans, drawings and contract documents for all related projects.

Delivery and Storage:

25. Deliveries of documents, materials, equipment etc. are between the hours of 8:30 A.M. and 3:00 P.M. Monday through Friday, excluding holidays, unless otherwise stipulated.

26. Failure to deliver within a reasonable lead-time as determined by the city, shall constitute authority for the Procurement Officer to purchase in the open market items of comparable grade to replace the items not delivered.

27. Contractor is to accept material and equipment delivered to the job site and is responsible to store all items in accordance with the manufacturer's written instructions, handling, and protection from weather, damage and theft for the duration of the contract. Contractor shall be responsible for losses.

28. Material delivered shall remain the property of the Contractor until:

- a. A physical inspection and actual usage of the material is made and found to be acceptable to the City; and
- b. Material is determined to be in full compliance with the solicitation documents and executed contract.
- c. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the City of Wheaton reserves the right to inspect the goods within a reasonable time subsequent to delivery.

29. Contractor assumes full responsibility for protection and safekeeping of the contractor's own materials and equipment stored on premises, and move, if necessary, all stored products which interfere with operations of the city.
30. Unless otherwise specified, packaged material shall remain in original containers with labels intact and seals unbroken.
31. The contractor shall submit a **Material Safety Data Sheet (MSDS)** prior to or at the time of delivery for any/all toxic substances per Public Act 83-240, OSHA standards or any other applicable law.

Nonconforming Materials:

32. In the event the delivered material is not in compliance to the specification documents and executed contract, the City will reject the material.
33. Contractor shall remove rejected materials at his expense promptly after notification of rejection.
34. Contractor shall provide replacement of rejected articles immediately. If replacement is not timely, as determined by the city, the Procurement Officer will purchase in the open market items of comparable grade to replace the items not replaced and the Contractor shall reimburse the City for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.
35. The city reserves the right to either: cancel the order; request contractor to issue credit to the city; or deduct such amount from monies owed.
36. Should public necessity demand it, the City reserves the right to use or consume items delivered which are substandard in quality, subject to an adjustment in price to be determined by the Procurement Officer.

Warranty | Guarantee Period:

37. The Contractor warrants that all goods furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, or standards incorporated herein, and/or defects in goods are free from defects in design. Contractor also warrants the goods are suitable for and will perform in accordance with the purposes for which they were intended.
38. The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this contract or by law.
39. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year (Guarantee Period) from date of installation close out.
40. If within the Guarantee Period any defects or signs of deterioration are noted which, in the opinion of the City, are due to faulty design and installation, workmanship, or materials, the City shall notify the contractor. At the contractor's expense, the Contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or equipment to the complete satisfaction of the city.
 - a. Replacement parts of defective components shall be supplied at no cost to the City. Shipping costs for defective parts required to be returned to the contractor shall be paid by the contractor.

Manufacturer's Requirements:

41. All work must be performed according to manufacturer's stated recommendations.
42. If manufacturer's stated recommendations conflict with specifications, issues should be addressed in writing to the Project Manager prior to proceeding with any work.
43. If manufacturer's stated recommendations include required services not listed within the specifications, said services must be considered as inherent to the city's specifications and offers should include said services.
44. All work is to be performed consistent to industrial performance standards.

Permits and Licenses:

45. The successful contractor shall be responsible for obtaining, at their own expense, all permits and licenses which may be required to complete the contract.

Contractor Use of Premises

46. Confine operations at site to areas permitted by all laws, ordinances, and permits, as well as the contract documents.
47. The contractor shall control operations to avoid interference with normal traffic flow on and around the site; when necessary provide barriers, warning lights, and signs as required to protect workmen and the public.
48. Limit use of premises for work, storage of material and equipment, and parking of worker's automobiles.
49. Conduct operations in a manner that avoids interference with use of the building and building operations and which protects persons and property.
50. If utility shut-down is required, provide Project Manager two (2) days advanced warning and estimation of duration of required utility shutdown.

Utility Location

51. The contractor must exercise extreme caution while working around existing utilities. The contractor shall notify J.U.L.I.E., utility companies, and the Project Manager before commencing construction work around utility locations within the scope of the project.

Contractor Identification

52. For security purposes, all contracted service providers must be clearly identified with company photo id and company apparel.
53. Upon Project Manager's approval, contractors requiring unrestricted mobility within designated facilities will require a City of Wheaton Contractor photo id.
54. Contractor's advertising decals, stickers or other signs shall not be affixed to equipment or visible to the public.

Manuals and Documents

55. The contractor shall submit to the owner such operating and maintenance manual and repair part lists as required by the nature of the work.

Cleaning:

56. Contractor shall maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by construction operations. Cleaning and disposal operations must comply with Federal, State and local ordinances and anti-pollution laws.
57. Provide on-site metal containers for collection of waste materials, debris and rubbish.
58. At completion of work: sweep paved areas broom clean; remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight-exposed surfaces and leave project area clean and ready for use; clean the project site, yard, grounds and landscaped areas; remove petro- chemical spills, stains and other foreign deposits; clean plumbing fixtures to a sanitary condition, free of stains
59. Touch-up and otherwise repair and restore marred exposed finishes and surfaces.

Safety and Health

60. All Occupational Safety and Health Administration (OSHA) standards apply.
61. Store volatile wastes in covered metal containers and remove from premises daily.
62. Provide adequate ventilation during use of volatile or noxious substances.

Change Order Procedure

63. The city reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

Bulletins

64. From time to time during progress of the work, the city may issue a bulletin which interprets the contract documents or order minor changes in the work without change in contract sum or contract time.

a. Issuance of a bulletin is not to be considered a change order authorizing additional work or affecting project time table. Such changes require a proposal, review, and if approved, a change order.

65. Should the contractor consider that a change in the specified work, the contract sum or contract time is required; he shall initiate a change order and submit to the Project Manager for documented approval before proceeding with the work.

Change Orders

66. Issuance of a statement, or verbal approval, is not to be considered a Change Order and is not authorization to proceed.

67. Change orders will be numbered in sequence and dated.

68. Approved Change Orders are required with any/all changes in, the specified work, the contract sum, the time for completion, or any combination thereof.

69. Change orders will describe the change or changes, will refer to the bulletin(s) and proposal(s) involved, and will be signed by the city and the contractor prior to implementing the change.

70. All Change Orders shall clearly identify the impact of cost and the affect on time required to perform the work associated with the proposal.

a. If the proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit for the change, the city will authorize the documented Change Order which will be confirmed via contract amendment.

b. Additional requests for additional costs and/or extensions of time for previously proposed and accepted items will NOT be granted after initial acceptance.

71. The contractor will take measures to ensure contractors and sub-contractor's staff is familiar with the procedures for processing change orders.

Payment:

72. Authorization of payment requires receipt of contractors invoice, acceptance of product/services and receipt of other required paperwork such as: certificate of origin, MSDS, Waivers and Liens, Certified Payroll (if applicable).

73. Retainage in the amount of ten percent (10%) of a payment request will be deducted from the amount determined for the first fifty percent (50%) of the project for major projects. Retainage will be held until

a. All defective work has been remedied.
b. All work is 100% final and the City's project manager has formally accepted the work.
c. All waivers, liens, certified payrolls, warranty documents and other required documentation are provided.
d. Or, if the work is fifty percent (50%) completed, satisfactory and on schedule, upon the discretion of the Project Manager. In such a case, the city will continue to retain no less than five percent (5%) of the total adjusted contract price.
e. Retainage will not apply to payments for Bonds and Mobilization.

74. Payment will be:

a. made to the company awarded this order. Under no circumstances will a third party be reimbursed.
b. Via the City's Purchasing Card Program, MasterCard, in which payment will occur at time of product or service delivery (preferred); or
c. Via supplier generated invoice.

75. The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

- Invoices must be submitted to the city within six months of order completion. Any invoices submitted in excess of six months from order completion will not be paid.

Contractor Service Issues:

76. Recourse for non-compliant construction services shall be managed, in any order, via (a) Punch List, (b) Retainage and/or (c) Performance Bonds.

Liquidated Damages:

77. Delivery delays beyond the contract delivery date will result in added expense to the city. The city shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the contractor agrees to compensate the city in the amount specified in the document entitled Special Terms and Conditions for Contracted Services in the section entitled Liquidated Damages.

78. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty.

79. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the contractor.

80. The contractor shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the contract execution, and that are entirely beyond the control and without the fault or negligence of the contractor, including, but not limited to, acts of god or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

Process to Terminate

Step 1: Educate

- The Project Manager, upon identification of noncompliance, shall inform and educate the contractor.
- City expectations are clarified by referencing language from requirements, specifications, provisions, terms and conditions, and the contract to describe the expected outcome.
- A firm timeframe is identified for contractor to achieve expected outcome.
- Conversations and agreed upon remedies to performance issues, follow-up inspections, monitoring actions, findings and subsequent conversations and actions are documented.

Step 2: Decisions to Withhold Payment

- If services remain non-compliant after clarified via *Step 1: Educate*, the contractor shall not be reimbursed until services are rectified.
- The Project Manager may decide not to certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City if the quality of the work is not in accordance with the contract documents.
- If the city is unable to certify payment in the amount of the invoice, the city will promptly issue payment for the amount of the work completed in accordance with the contract documents. The city may decide not to certify payment because:
 - Defective work not remedied
 - Third party claims filed or reasonable evidence indicating probable filing of such claims
 - Failure of contractor to make payments properly to subcontractors for labor, materials, or equipment
 - Reasonable evidence that the work will not be completed within the contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay
 - Persistent failure to carry out work in accordance with contract documents

- f. If the city deems it in-expedient to correct work damaged or not done in accordance with the contract, the difference in value, together with a fair allowance for damage shall be deducted from the contract amount due. The value of such deduction shall be determined by the city.

Step 3: Warning Letter - Failure to Comply

88. If services continue to remain non-compliant, Procurement will prepare a formal Letter of Warning addressing the contractor's Failure to Comply. Contract language states "The City may terminate this Agreement upon seven (7) days written notice to the Contractor."

89. Said letter will address Liquidated Damages (if applicable).

Step 4: Terminate Contract

90. If contractor fails to achieve required results within stated timeframe, Procurement will terminate contract.

END OF GENERAL TERMS AND CONDITIONS FOR CONTRACTORS

SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE

Contracted Services: Janitorial Services for City Facilities

Introduction:

1. The City of Wheaton is seeking an experienced service provider to clean all city facilities. The service provider will be responsible for daily cleaning as well as scheduled seasonal cleaning. This includes, but is not limited to: Floors, Horizontal and Vertical surfaces, washrooms, break areas, exercise areas, locker rooms, window washing, VCT and ceramic tile, carpet cleaning, and upholstery cleaning.
2. This is a performance based contract. Quality of service will be gauged by periodic inspections, contractor's ability to minimize service complaints, and contractor's ability to complete service requests in a timely manner.
3. The city intends to award one (1) contractor all work; however, the city reserves the right to award to multiple bidders if deemed in the best needs of the City.

Locations:

4. City Hall 303 West Wesley St
5. City Hall Annex 303 West Wesley St
6. Police Department 900 West Liberty Dr
7. Fire Department #1/38 1 Fapp Circle
8. Fire Department #2/39 1590 South President St
9. Fire Department #3/37 1700 North Main St
10. Public Works 821 West Liberty Dr
11. Water Department 210 South Reber St
12. College Ave Train Station 303 North President St
13. Downtown Train Station 402 West Front St
14. Downtown Parking Garage 232 West Wesley St
15. Cross Street Parking Garage
16. Library 225 North Cross St

Scope

17. The service provider must provide all equipment and cleaning supplies.
18. Reference Exhibit A "Facility Availability and Special Requirements" for specific building requirements.

Options

19. OPTION: An hourly cost for Bio-hazard cleaning for Police department holding cells.

Assumptions and Constraints

Assumptions:

20. City facilities are currently clean.
21. "Initial cleaning" charges will not be considered.

Constraints:

22. Some facilities have restrictive areas requiring security clearance.

23. Holidays: January 1; President's Day; Friday before Easter; Memorial Day; July 4th; Labor Day; Thanksgiving; The Friday after Thanksgiving; Christmas

Time Frame:

24. Service Period: Beginning: June 1, 2016; Ending: May 31, 2018 (2 year)
25. Unacceptable quality, identified by the Project Manager, must be rectified within twenty-four (24) hours of notification.

Liquidated Damages:

26. According to the city's contract "Failure to meet stated terms may result in Liquidated Damages".
27. Liquidated Damages for this contract are set for \$100/day for each twenty-four hour period a non-acceptable service remains unacceptable.
28. The time used to measure the twenty-four hour period will be the dated time of e-mail or text.

Options to Renew:

29. According to the city's contract "The City, at its option, may extend this Agreement for an additional term if the Contractor holds firm to the original proposal prices, conditions, and specifications."
30. Renewal options are only available if services have been deemed acceptable by the Project Manager and the Procurement Officer.

Roles and Responsibilities:

Resources provided by the city

31. The city has janitorial closets at various locations throughout each facility. Service providers will be able to store equipment and cleaning supplies.

Resources provided by the contractor

32. Security Clearance: All employees of the service provider will require a security clearance prior to initiating work. This is inclusive of all new hires and any temporary employees covering vacations or illness.
a. Security clearance requires seven (7) calendar days advance notification.
b. Employees cannot work until the Project Manager approves clearance.
33. All employees of the service provider must wear a uniform and identification badge identifying them as an employee of the service provider.
34. All employees of the service provider must be able to speak and understand English.

Third party

35. If the service provider elects to use a sub-contractor, the city must approve the sub-contractor and conduct security checks on each of its employees.

Communications Plan

36. The service provider must be accessible by phone, text and e-mail.
37. The contractor will provide written/e-mailed contract updates as stated under the General Terms and Conditions for Contractors #5-8.

Work Hours:

38. Work to be completed between the hours stated on the attached Facility Availability and Special Requirements page, or with the approval of the Project Manager.
 - a. With the exception of the Library and Water Department, all work is to be done off hours when facilities are closed to the public and minimal staff is on duty.
 - b. The Library and Water Department will share a day porter.
 - i. Day Porter duties include all routine cleaning requirements.
 - ii. Day Porter will also respond to unexpected cleaning requirements as they occur.
 - iii. Day Porter service is required Monday – Saturday 8:00 am – 5:00 pm.
39. The service provider shall notify the Project Manager at least 48 hours prior to start of any special cleaning operations.

Bonds:

40. A **Bid Bond / Bid Deposit** of ten percent (10%) of the full contract price is required with the offer.
41. A **Performance Bond** of one hundred ten percent (110%) of the full contract price is required for the faithful fulfillment of the contract; for the protection of the City from all liens and damages arising out of the work- for all Public Works
42. A **Theft Bond** of \$250,000 for third party crime coverage is required by the successful bidder with the submittal of a signed city initiated contract.
43. **Bond Certificates** must be submitted with the signed contract, i.e. no later than 10 days after receipt of the award document.
44. **Multiyear contracts** require annual Performance Bonds to be submitted 30 days prior to the contract's anniversary date.

Insurance Requirements:

45. Reference Contract Addendum 1

Cost Structure:

46. A lump sum for each of the following:
 - c. Routine monthly work broken down by building
 - d. Seasonal work broken down by task and building
 - e. OPTION: An hourly cost for Bio-hazard cleaning for Police department

Invoices:

47. Invoices will be monthly and include a breakdown of costs by buildings.
 - a. A separate invoice is required for all services at the Wheaton Public Library.
48. A schedule of dates when invoices should be submitted will be determined at the kick-off meeting.
49. All invoices must reflect the following applicable information: the Contract Number, the name of the Project, the Name of the Contractor, and the services/deliverables with the price depicted in the same format as the offer.

For Internal Purposes:

50. All invoices are mailed to the attention of the Project Manager; City of Wheaton; PO Box 727; Wheaton, IL 60187.

END OF SPECIAL TERMS AND CONDITIONS FOR CONTRACTED SERVICE

STATEMENT OF WORK *Contracted Services: Janitorial Services for City Facilities*

General Requirements

Training Requirements:

1. Contractor agrees to provide initial training specific to the following topics at the beginning of this service agreement, and to each new employee when assigned to perform work covered under this agreement.
2. Contractor shall provide refresher training each year thereafter.
3. A letter of compliance shall be provided to the Project Manager within 30 days of the beginning of the contract period and annually thereafter.
4. ***Equipment Specific Training:*** Contractor shall provide training to each employee in the safe, proper use of Contractor's equipment. Any damages or loss caused by the Contractor's employees shall be the responsibility of the Contractor to correct to the satisfaction of the City of Wheaton, at no expense to the City of Wheaton.
5. ***Cleaning Products and Chemicals:*** Contractor shall provide training to each employee in the safe use, storage, and handling of each cleaning product or chemical that is purchased by the Contractor and brought onto the premises for use in performing work covered under this agreement. Any damages or loss caused by the Contractor's employees shall be the responsibility of the Contractor to correct to the satisfaction of the City of Wheaton, at no expense to the City of Wheaton.
6. ***Uniforms and Identification:*** The Contractor and his/ her employees shall wear a minimum of one article of identifying clothing that clearly displays the company name in bold, legible, characters, printed in English. Each employee of the Contractor shall maintain in his/her possession at all times while they are on the City's premises, a valid legal form of identification with a photo, issued by a recognized City, State or Federal Agency.

Recruitment:

7. The Contractor shall provide an adequate amount of personnel and supervision. The Contractor shall obtain a completed application from each employee and maintain it on file at his/ her place of business. Contractor shall make a good faith effort to verify the information provided.

Supervision:

8. The Contractor's appointed supervisors shall have previous cleaning and janitorial experience, and the ability to perform the work in the event that a member of his/ her crew is absent.
9. Supervisors shall be able to read, write, speak, and understand the English language.
10. Supervisors shall have the necessary public relations skills to deal with employees and customers in a professional, courteous manner.
11. Supervisors shall be able to understand written and oral rules, regulations and instructions and apply them in a tactful non-confrontational manner.
12. Supervisors shall exercise tact, diplomacy, self-control and mature judgment under stress.

Labor:

13. Cleaning personnel of the Contractor shall be neat and clean in appearance and mentally and physically capable of performing their respective assignments.
14. They shall have the ability to read and understand common warning signage.
15. They shall have the ability to communicate effectively with their supervisor and understand oral rules, regulations, and instructions and apply them in a mature professional manner.

Tool and Equipment Requirements

16. Contractor shall furnish the tools and equipment necessary for the proper performance of the janitorial services.
17. Tools and equipment include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, mop buckets and wringers, portable trash containers, and vacuum cleaners.
18. The Contractor shall not use any tools or equipment that the City determines would be unsuitable for the intended purpose, or of improper type or design.

Product Requirements

19. The Contractor shall provide at his/ her expense the following products in sufficient quantities in ready-to-use form.
20. The Contractor shall deliver to the Project Manager a Material Safety Data Sheet (MSDS) for each product prior to delivering or using the product on City's premises. Upon receipt of the Project Manager's approval, the MSDS sheets should be filed in a properly labeled 3-ring binder and stored in the same area as the products.
21. If at any time a product container label is removed or becomes illegible, it shall be relabeled or removed from the City's premises.
22. The Project Manager reserves the right to reject any products that leave unwanted residue, offensive odors, or cause damages to City's property. Any damages caused by the Contractor shall be the responsibility of the Contractor to correct at his/ her expense to the sole satisfaction of the Project Manager.
23. ***Chrome and Glass Cleaner:*** Provide a product safe for use on chrome or glass surfaces that will remove spots, fingerprints, and smudges and leave the surface free of haze or streaks.
24. ***All Purpose Cleaner:*** Provide a product that is suitable for removing heavy soil, grease and body oils from hard nonporous surfaces. Product should be mild enough to spray on painted surfaces without removing paint or causing discoloration.
25. ***Disinfectant:*** Provide a hospital grade disinfectant that kills germs. At a minimum the product should be effective in killing Staphylococcus, Salmonella, Pseudomonas, Influenza, Herpes 1 & 2, and HIV viruses.
26. ***Toilet Bowl Cleaner:*** Provide a nonacid toilet bowl cleaner that will remove hard water deposits, rust and stains, and eliminate odors.
27. ***Neutral Floor Cleaner:*** Provide a neutral no-rinse floor cleaner that will effectively remove ordinary dirt and stains left behind from foot traffic and calcium chloride. Product shall not leave streaks or spots and shall have a Ph of 7-8. Product shall be safe for all surfaces and shall be pleasantly scented. The dilution rate of the product shall be conspicuously displayed in the area where the product is stored. The product shall be stored in a locked room where access to water is available.
28. ***Stainless Steel Cleaner:*** Provide a product that cleans and protects stainless steel and aluminum. Product should be nongreasy and effective in preventing water spots and hiding fingerprints. Product should be safe for use on kitchen equipment, drinking fountains, elevators, and stainless steel door hardware.
29. ***Furniture Polish:*** Provide a no-wax furniture cleaning and dusting product for the care of wood surfaces, laminates, and trim.
30. ***Spot and Stain Remover, Carpet:*** Provide product(s) that are consistent with the carpet manufacturer's recommendations for care and cleaning of the carpeted areas. Contractor shall coordinate the purchase of appropriate products with the Project Manager.
31. ***All Other Products:*** Contractor may from time to time be required to add products to his/her inventory in order to adequately provide the level of cleanliness required by the contract documents. All products not specifically mentioned in this section of the specifications must be approved by the Project Manager before they can be used on the City's premises.

Quality Requirements

32. Contractor must provide janitorial services that comply with the following standards of care.
33. ***Clean and Sanitize:*** Contractor shall remove all dirt, grease smudges, and soil from the designated area or surfaces with an appropriate all-purpose cleaning product. Once the area is visibly clean, a sufficient amount of disinfectant will be applied and manufacturer's instructions for killing germs will be followed.
34. ***Toilet Bowl Cleaning:*** Contractor shall use an approved toilet bowl cleaner and a swab or bowl brush to remove visible stains and rust. The finished toilet will be visibly clean and free of odors.

35. **Spot Clean Carpet:** Contractor shall use the least aggressive products and techniques to address stains and discoloration. Any carpet care products or stain removers must be demonstrated for the Project Manager before they will be approved for use on City property.
36. **Sweep and Mop Resilient Floors:** Contractor shall use a solution of fresh warm water and neutral floor cleaner to care for all resilient floors. Contractor shall use wet floor signs at all times when a hazard is present.
 - 36.1. Contractor shall label and utilize separate mops for the following areas.
 - 36.1.1. Bathroom facilities and Gym floors
 - 36.1.2. All general areas
 - 36.2. Contractor shall observe the following chronological mopping order to minimize the transfer of germs.
 - 36.2.1. Conference rooms, private offices, and other employee-occupied spaces
 - 36.2.2. Lobbies, entrances, hallways, and stairwells.
 - 36.2.3. Kitchens and break areas
 - 36.2.4. All other areas including restrooms.

Inspection and Evaluation

37. **Initial and Final Inspection:** Contractor and Project Manager shall conduct a joint inspection of the buildings included under the terms of this agreement to identify damages to floors, walls, doors, fixtures, and finishes throughout the service areas.
 - 37.1. **Initial Inspection:** Shall be done to identify preexisting conditions. Inspection shall be done on the form provided for routine monthly inspections. (reference Monthly Inspection Form for Cleaning Service)
 - 37.2. **Final Inspection:** Shall be done as close to the end of the contract term as possible to identify any damages that exist at the end of the contract term. Inspection shall be done on the form provided for routine monthly inspections. (reference Monthly Inspection Form for Cleaning Service)
 - 37.3. **Any damages** that are found during the final inspection that were not identified during the initial inspection shall be the responsibility of the contractor to correct at his/her expense.
38. **Routine Inspections:**
 - 38.1. Routine inspections shall be performed by the City of Wheaton on the form provided.
 - 38.2. Inspections shall be done one time per month and will be maintained as the basis for determining if the Contractor is providing satisfactory service.
39. **Reporting / Documentation**
 - 39.1. The Contractor shall report to the Project Manager any building defects or maintenance related problems that he/ she discovers during the performance of their work.
 - 39.2. The Project Manager shall report to the Contractor any items requiring the Contractor's attention.
 - 39.3. The Project Manager shall report to the Contractor the results of all routine inspections.
 - 39.4. Items marked unsatisfactory must be remedied and progress monitored by both the Contractor and the Project Manager.
40. **Method of Evaluation:**
 - 40.1. The Contractor's performance shall be gauged by physical inspections,
 - 40.2. the Contractor's ability to minimize service complaints, and
 - 40.3. the Contractor's ability to complete service requests in a timely manner.
41. The Contractor and the Project Manager will communicate said information concerning building defects, maintenance related problems, inspection results and response plans via e-mail or text.

Contractor's Work Hours:

42. The chart entitled Facility Availability and Special Requirements shows
 - 42.1. a summary of the days when service is required.
 - 42.2. the hours when the City of Wheaton buildings will be accessible to the Contractor and his/her employees.
43. The Contractor shall complete his/her work between the times shown in the "Hours for Routine Cleaning" column.
44. The Contractor shall in no way be relieved from his/her responsibility due to these hours. It is the responsibility of the Contractor to provide an adequate number of employees to fulfill his/her obligations under this contract during the hours indicated on the chart.
45. The Contractor and his/ her employees shall sign in and out each time they arrive/depart from the Police Department. The sign in/out documentation is located at the front desk.

Hours of Operation:

46. The City of Wheaton, at the time of this draft, observes the holidays identified on the chart entitled Facility Availability and Special Requirements
47. Note: Public meetings and hearings are scheduled during evenings and weekends. The Contractor shall adjust his/her operations accordingly to insure that rooms are clean and orderly prior to the meetings and to insure that the Contractor's employees are not scheduled to clean during said meetings.
 - 47.1. For current meeting schedules, consult the city's website at www.wheaton.il.us

Contractor's Responsibilities

Sanitation and Disease Control

48. All of the Contractor's duties described in this section of the contract shall be performed a minimum of one time during each required day of service.
49. ***Elevator Cars:*** Contractor shall clean and sanitize the interior and exterior of the elevator cars and the security pads, call buttons, and wall surfaces around these devices at all floors.
50. ***Restrooms, Locker Rooms, and Showers:*** Contractor shall clean and sanitize all push plates and pulls on door hardware, light switches, and cover plates, grab bars, toilet seats, dispensers, faucets and shower controls, shower curtains, and doors, sinks and counter tops, partitions, hand driers, changing tables, and any other contact surfaces throughout the restrooms, locker rooms, and showering areas. All hardware, dispensers, and fixtures that are made of stainless steel shall be treated with stainless steel cleaner. The Contractor shall sweep and mop resilient floors in the respective areas.
 - 50.1. Contractor shall visually inspect all urinals and toilets each day of service. The Contractor shall insure that they are visibly clean inside and out. They shall be clean, free of spots, stains, and rust and be free of odors.
 - 50.2. **Fill** all dispensers for hand soap, toilet paper, paper towels etc.
 - 50.2.1. The city will provide and stock supplies in the designated supply closets
51. ***Kitchens and Coffee Bars:*** Contractor shall clean and sanitize all counter tops, food preparation surfaces, sinks and faucets in the kitchens and at all coffee bars throughout the buildings. The Contractor shall keep exterior surfaces of all appliances clean. The Contractor shall sweep and mop resilient floors or vacuum carpet at each location. The Contractor shall also examine and spot clean carpet if any spots or discoloration is noticed.
52. ***Lunchrooms and Break Areas:*** Contractor shall clean and sanitize all table tops, counters or food preparation surfaces, and exterior surfaces of ovens, microwave ovens, and refrigerators. The Contractor shall sweep and mop resilient floors in the respective areas.
53. ***Lobbies, Interview Rooms, and Customer Service Areas:*** Contractor shall clean and sanitize all contact surfaces including but not limited to; door handles, push plates, pulls, transactions tops, desks or table tops, light switches and cover plates, arm rests, pay phones and enclosures, drinking fountains, literature racks, and any other items that may potentially transfer germs from one person to another.
54. ***Mop Head and Towel Maintenance:*** Contractor shall thoroughly rinse out mop heads, cleaning rags, and towels after each use with fresh water. Each item shall be saturated completely with fresh water and wrung out thoroughly until the water runs clean from the item. The items shall be suspended to air-dry over a sink, basin, or other suitable container. The Contractor shall not allow any item to drip on a walkway or floor surface.
 - 54.1. Contractor shall wash every mop head, cleaning rag, or towel in hot water with bleach after each use. The Project Manager reserves the right to reject tattered or unserviceable rags and mop heads or any items that cause odors.

General Custodial Services –

55. The Contractor shall provide those general custodial services defined in this section of the contract at all locations covered under the agreement as often as necessary in order to maintain clean, like-new appearance on all finishes, normal wear and tear accepted.

56. **Non-Carpeted Floor Care:** Contractor shall inspect floors and non-carpeted areas (including stairs, desk mats...) frequently and shall provide sweeping, spot mopping, and/or wet mopping services as often as needed to keep floors visibly clean, spot free, stain free, and maintain the level of luster. The care and cleaning of vinyl base or baseboards shall be considered an integral part of this work. The Contractor shall periodically inform/advise the Project Manager when buffing, spray buffing, stripping, waxing are necessary – and proceed to perform the work. If repairs are necessary, said repairs should be communicated via e-mail to the Project Manager.

57. **Carpet Care:** Contractor shall vacuum high traffic carpeted areas daily and vacuum all other areas as often as necessary (but a minimum of 2 times per week) to maintain the color, the fullness of the knap, and the over all appearance in a like-new condition for as long as possible, normal wear and tear accepted. The Contractor shall regularly inspect all carpeted areas for spots, stains, discoloration, or visible traffic patterns, and shall act as quickly as possible to remove or correct them.

57.1. The Contractor shall furnish the labor and materials necessary to effectively remove spots, stains, and clean small areas (less than nine [9] square feet). The Contractor shall provide chemicals and cleaning procedures that are consistent with the carpet manufacturer's recommendations. The Contractor will demonstrate all cleaning procedures to the Project Manager before the Contractor will be permitted to use them on City property. Any damages caused by the Contractor shall be the responsibility of the Contractor to correct to the sole satisfaction of the Project manager.

57.2. A thorough cleaning of all carpeting is scheduled on the chart Facility Availability and Special Requirements.

	VINYL	CERAMIC	CARPET
CITY HALL bsmt	1,056	1,131	415
CITY HALL 1st	272	783	4,601
CITY HALL 2nd	-	1,721	6,023
ANNEX	975	1,008	1,096
FIRE STATION 1			4,568
FIRE STATION 2			1,374
FIRE STATION 3			1,700
PUBLIC WORKS	-	2,109	2,076
POLICE DEPT	908	3,040	6,561
DOWNTOWN TR.		2,601	
COLLEGE AVE TR		1,104	

measured in square feet

58. **Dusting:** Contractor shall routinely remove dust from all horizontal surfaces within reach of the average adult using a long handle duster (approximately eight [8] feet from the floor). Contractor's dusting shall include, but not be limited to, desks, window sills, window blinds, shelves and counter tops, picture frames, wall scones, door frames, binder bins, file cabinets, lockers, and wood and masonry accents.

59. **Metal Polishing:** Contractor shall perform metal polishing often enough to maintain all visible metal surfaces in a like-new condition. The surfaces should be sanitary and visibly free of dirt or smudges. Stainless steel and brushed stainless steel surfaces shall also be treated with an acceptable stainless steel cleaner to mask fingerprints.

60. **Wood and Fine Furniture:** All natural wood furniture, laminate, doors, window sills, trim, and any other wood products shall be cleaned with a small amount of mild soap (Ivory, Lux or Joy) in warm water and a clean soft cloth. After cleaning, the surface should be allowed sufficient drying time. The Contractor may, at his discretion, polish the

surface by applying a small amount of polish to a soft cloth and wiping the surface to restore the appearance to a like new condition.

61. **Glass Cleaning:** Contractor shall remove visibly noticeable spots, smudges, or haze on glass and mirrored surfaces. The scope of this work shall include interior office windows and sidelights, entrance and vestibule doors, doors with glass viewing windows, display cases, bathroom mirrors, and framed artwork. Also included are the train stations waiting shelters (Plexiglas) and the train station exterior windows.
61.1. A thorough cleaning of all exterior windows is scheduled on the chart entitled Facility Availability and Special Requirements.
62. **Door and Wall Cleaning:** Contractor shall clean doors and door frames, and contact surfaces around elevator call buttons as often as necessary to remove scuffs, visible dirt, and smudges. The contractor shall also clean walls, baseboards and other contact surfaces around transaction tops where shoe scuffs, hand prints and other marks can commonly be found.

Special Service Areas

63. **All Locations**
 - 63.1. Janitor's Storage Areas: The janitor's closets, and any other areas designated for the use of the cleaning personnel, shall be maintained by the Contractor. All supplies and products shall be stored on the shelving provided. All equipment shall be staged neatly. All mops and brooms shall be hung on the racks provided after they have been cleaned.. The Contractor shall be responsible for keeping the Material Data Safety Sheets current, accurate and available for personnel.
 - 63.2. Exercise Equipment: All exercise equipment should be kept clean and sanitary.
64. **City Hall** - none
65. **Police Facility**
 - 65.1. Empty all Trash & Recyclables in the three (3) break/ kitchen / dining areas.
 - 65.1.1. To be emptied each regular day of service
 - 65.1.2. If there is contamination due to food waste or liquid, the container must be cleaned out
 - 65.1.3. Contractor shall consolidate trash in a drip proof trash collection barrel lined with an appropriate size plastic bag. The barrel will be taken directly to the outside dumpster before it is tied closed and transferred to the dumpster.
 - 65.1.4. There are several areas considered "sensitive areas" in which the trash should be emptied, bagged, and left outside of the door of said area. (ex. offices of Chief, DEA, Major Crimes...)
 - 65.2. Non-carpeted floor areas should be cleaned nightly.
 - 65.3. The Sally Port is cleaned as part of the routine cleaning.
 - 65.4. Holding cells must be cleaned each day; however, contractor must coordinate clearance and cleaning time with police staff.

66. **Public Works** - none

67. **Downtown Train Station**

- 67.1. Washrooms (same service as city building washrooms)
- 67.2. Seating Area
- 67.3. Open Waiting Area
- 67.4. Exterior
 - 67.4.1. the area immediately surrounding the building,
 - 67.4.1.1.** Exterior sweeping of platforms are NOT part of this bid package
 - 67.4.1.2.** All garbage and cigarette receptacles ARE to be emptied as part of the routine cleaning
 - 67.4.2. the passenger waiting shelters (aka wind breaker shelters),
 - 67.4.2.1.** all windows of exterior wind breaker shelters are included as part of routine cleaning
 - 67.4.3. the platforms on both sides of the railroad tracks are to be free of litter
 - 67.4.4. all exterior glass windows are part of routine service area immediately surrounding the building,

68. *College Avenue Train Station*

- 68.1. Washrooms (same service as city building washrooms)
- 68.2. Seating area with benches
- 68.3. Open waiting area
- 68.4. Exterior
 - 68.4.1. the area immediately surrounding the building,
 - 68.4.1.1.** Exterior sweeping of platforms are NOT part of this bid package
 - 68.4.1.2.** All garbage and cigarette receptacles ARE to be emptied as part of the routine cleaning
 - 68.4.2. the passenger waiting shelters (aka wind breaker shelters),
 - 68.4.2.1.** all windows of exterior wind breaker shelters are included as part of routine cleaning
 - 68.4.3. the platforms on both sides of the railroad tracks are to be free of litter
 - 68.4.4. all exterior glass windows are part of routine service
- 68.5. Ceiling Rafters, Ceiling Light fixtures and Tunnel are not included as part of this bid package.

69. *Downtown Parking Garage*

- 69.1. Stairwells; South and East; must be kept clean via power washing, mopping, sweeping, or any combination of the above.
- 69.2. Main entrance (East side of building)
- 69.3. Elevator and hand rails are to be sanitized
- 69.4. Water: A water spigot and hose (of undetermined length) are available on the main floor, on the wall that backs the elevator, in a closet.
- 69.5. Interior side of exterior windows, as well as all other interior glass, are included as part of routine cleaning.
Exterior side of exterior windows are part of 2x/year window washing service.

70. *Cross St Parking Garage*

- 70.1. Stairwells must be kept clean via power washing, mopping, sweeping, or any combination of the above.
- 70.2. Main entrance
- 70.3. Elevator and hand rails are to be sanitized
- 70.4. Water: A water spigot and hose (of undetermined length) are available.
- 70.5. Interior side of exterior windows, as well as all other interior glass, are included as part of routine cleaning.
Exterior side of exterior windows are part of 2x/year window washing service.

“No Service Required” Areas

- 71. The Contractor and his/ her staff have no cleaning responsibilities in the areas named in this section of the specifications. These areas are therefore restricted. Any trespassing into these areas may put the Contractor or his/her staff at risk for injury or exposure, or potentially cause damages or loss to the City of Wheaton. Any trespassing into the “No Service” areas will constitute a violation of our business Agreement.

72. *City Hall*

- 72.1. Basement: (2)Archive rooms; Mechanical rooms for air handler, elevator and boiler;
- 72.2. 1st Floor: Telephone room;
- 72.3. 2nd Floor: Computer room;

73. *Police Facility*

- 73.1. Ground Floor: Generator room; Firing Range; Investigation Commander’s office; Major Crime’s office; Evidence work room; Property Control area;
- 73.2. 2nd Floor: Boiler room
- 73.3. The 2nd floor conference room has approximately 60 yard of curtains that are in good condition. If cleaning is required it will be handled as a special request and separate charge.

74. *Public Works* - none

75. **Downtown Commuter Train Station**

75.1. Ticket agent booth; Retail Vending space

76. **College Avenue Train Station**

76.1. Ticket agent booth; Retail Vending space

76.2. Ceiling rafters, ceiling light fixtures and tunnel are NOT included as part of this bid package

77. **Wheaton Parking Garage** - none

78. **Fire Station #1**: 1 Fapp Circle - none

79. **Fire Station #2**: 1590 S. President Street - none

80. **Fire Station #3**: 1700 N. Main Street - none

Service Requests

81. All requests for service shall be via e-mail or text. Responses to requests shall be timely. Confirmation of completion, or explanation of status or delay, shall be via e-mail or text.

82. **Notice of Deficiencies:** The Contractor will receive an e-mail notice when he/she has failed to perform work defined in the specifications as a responsibility of the Contractor. This work shall be performed promptly, and the e-mail shall be responded to with all steps taken for resolution and prevention of reoccurrence. Said e-mail should be directed toward the complainant and the Project Manager.

83. **Additional Services Request:** The Contractor may also receive e-mail requests when the City determines that additional janitorial services are needed. When such requests require the Contractor to provide services not specified under this contract, the contractor must provide a quote of the time and materials required to perform the requested work in his e-mail response. The Project Manager must approve the added expense. The Contractor should include the signed or e-mailed approval with the invoice for this service. The service should be reflected as a separate line item on the invoice.

City Of Wheaton Responsibilities

84. **Access and Storage**

84.1. The Contractor and his/her employees will receive keys that will enable them to gain access to all storage and areas of responsibility. Any lost keys shall be reported immediately to the Project Manager. Any breach of security or substantial loss of protection caused by the lost keys may, at the City's discretion, result in charges for labor and materials to rekey the building or buildings in order to reestablish security.

84.2. The Contractor shall have designated storage areas for the storage of the Contractor's tools and supplies.

85. **Inspection and Evaluation**

85.1. **Initial Inspection:** The Contractor and the Project Manager shall perform an initial inspection consisting of a room-by-room orientation and inspection. Any damages or discrepancies shall be noted during this tour, and copies of the inspection results shall be retained for future reference.

85.2. **Final Inspection:** A final inspection shall be conducted by the Project Manager to determine if any damages or discrepancies exist at the end of the Contract term that did not exist during the initial inspection--normal wear and tear accepted. Any "new" damages shall be the responsibility of the Contractor to correct, or the fair market value of the repairs shall be deducted from the Contractor's final payment.

85.3. **Routine Inspections:** The Project Manager shall perform routine inspections of the buildings not less than one time per month. The inspections shall be documented on the Monthly Inspection Form for Cleaning Service. A copy of the inspection form will be forwarded to the Contractor via e-mail so any necessary corrective action can be taken.

85.4. **Evaluation:** The Contractor's performance will be monitored and reported to the Purchasing Officer. The quality of the overall service will be evaluated based on the monthly inspection results, the number and nature of service complaints, the Contractor's ability to resolve discrepancies in a timely manner, and his/her ability to minimize the number of service complaints.

85.5. During the **monthly inspections**, all performance factors will be considered and noted on the inspection form. An overall rating of Excellent, Satisfactory, or Unacceptable will be assigned each month. The Contractor must receive a rating of Satisfactory or Excellent service ten (10) of the twelve months to be eligible for a contract extension.

Special Services

Window Washing

86. The contractor shall provide all labor, equipment and materials to perform the window and glass cleaning services as requested by the City.

87. Window washing is performed twice per year as stated in the chart entitled Facility Availability and Special Requirements. The Contractor shall contact the Project manager prior to any work being preformed to schedule specific date and times. All work must be completed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Additional window washings may be requested by the City.

88. All exterior windows, both inside and out, shall be cleaned. This will include removing and replacing the screens, mullions and other impediments. The interior window sills are to be washed and the windows locked upon completion.

89. Each building should have its window washing completed in one business day.

89.1. **Mini Blinds:** All mini blinds (with the exception of the Fire Department) are to be cleaned as part of the routine cleaning.

89.1.1. The Fire Department mini-blinds are to be cleaned as part of the special two (2) times per year special window washing.

89.2. **Municipal Parking Garage:** The interior side of all exterior windows, including those located in the east stairwell facing the parking area, are to be cleaned as part of the routine cleaning. The Exterior side of exterior windows are part of the special 2 times/year window washing service.

89.3. **City Hall:**

89.3.1. The spring cleaning of all windows can be performed with one crew member on the inside and one crew member on the outside without tilting out windows.

89.3.2. The fall cleaning of all windows should include the tilting out of windows to allow cleaning crew to get all corners and moldings.

89.4. **Public Works:**

89.4.1. Windows applicable to this bid include all office complex windows on the East and South elevation, as well as all lunchroom windows.

89.5. **Water Department** facility at 210 Reber St.

89.6. **Police Department:**

89.6.1. All glass foyers and door entryways are part of routine cleaning.

89.6.2. All windows and skylights are part of this Special Seasonal 2 times/year washing.

Carpet Cleaning

90. The contractor shall provide all labor, equipment and materials to perform the carpet cleaning services as requested by the City.

91. Carpet Cleaning is performed once per year as stated in the chart entitled Facility Availability and Special

Requirements. The Contractor shall contact the Project Manager prior to any work being preformed to confirm schedule of specified date and times. Carpet cleaning should be scheduled for times that will minimize interfering with hours of operation and allow sufficient drying time. Additional cleanings may be requested by the City.

92. All visible carpeting and carpeting under light objects shall be cleaned. This includes carpeting under tables, office chairs, plants, and movable objects. Carpeting under heavy or stationary objects such as file cabinets, credenzas, or desk drawers does NOT need to be cleaned.
93. It is desired that each building should have its carpet cleaning completed in one business day. If this is not reasonable due to the volume of carpeting, individual floors should be completed in one business day and subsequent floors on the following day(s).
94. The method for carpet cleaning should be high performance hot-water extraction, also referred to as "steam cleaning". The service technician must be approved by the Institute of Inspection, cleaning and Restoration Certification (IICRC) as a "Master Cleaner" certified in using hot-water extraction. Only cleaning products that have been tested and certified through the Carpet and Rug Institute (CRI) Seal of Approval Program are acceptable.
95. A 'bonnet' cleaning system, where a rotating bonnet of terry cloth or other absorbent material is used to agitate the pile to pickup soil, is NOT acceptable.
96. A cleaning system using a water recycling machine, which continuously recycles the cleaning solution, is NOT acceptable.

97. City Hall:

- 97.1. The conference table in the Gamon Room does NOT need to be moved.

Upholstery Cleaning

98. The contractor shall provide all labor, equipment and materials to perform the upholstery cleaning services as requested by the City.
99. Upholstery Cleaning is performed once every year as stated in the chart entitled Facility Availability and Special Requirements. The Contractor shall contact the Project Manager prior to any work being preformed to schedule specific date and times. Upholstery cleaning should be scheduled for times that will minimize interfering with hours of operation and allow sufficient drying time. Additional cleanings may be requested by the City.
100. All upholstered furniture shall be cleaned. This primarily consists of office chairs and furniture, meeting room chairs and waiting room seating.
101. It is desired that each building should have its upholstery cleaning completed in one business day. If this is not reasonable due to the volume of upholstery cleaning, individual floors should be completed in one business day and subsequent floors on the following day(s).
102. Please describe the upholstery cleaning process utilized for cleaning city furniture.

103. ***City Hall:***

- 103.1. There are movable stacking chairs in the council chambers that are also used throughout the building. Contact the Project Manager to verify all locations/quantity.
- 103.2. The executive style chairs in the council chambers may/may not require washing at the same frequency. Please contact the Project Manager to verify necessity.

OPTION: Bio Haz Cleaning

104. Bio Haz cleaning refers to the cleaning of urine, blood, vomit or other bodily excretions.
105. This service requires a twenty-four (24) hour availability and a turn around time of 2 hours.
106. Bidders will not be penalized for not quoting this service.

Exhibit A

FACILITY AVAILABILITY and SPECIAL REQUIREMENTS

BUILDING	# of Employees	HOURS OF OPERATION Mon-Fri	HOURS OF OPERATION Saturday, Sunday and Holidays	DAYs for ROUTINE CLEANING	HOURS FOR ROUTINE CLEANING	WINDOW WASHING	CARPET CLEANING	UPHOLSTRY CLEANING
Wheaton City Hall	40	7am - 5:30pm	closed	Mon - Fri	6pm- 5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Wheaton City Hall ANNEX	12	7am - 5:30pm	closed	Mon; Wed; Fri	6pm- 5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Public Works	70 (9=2nd flr)	7am - 5:30pm	closed	Mon; Wed; Fri	6pm- 5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Police Department Basement&1st floor	110	24 hour	24 hour	Mon - Sat	4pm-10pm	May & Sept	Thanksgiving Weekend and as Needed	
Police Department 2nd floor	6	7am - 5:30pm	closed	Mon - Fri	4pm-10pm	May & Sept	Thanksgiving Weekend and as Needed	
Fire Department#1/38	10	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Fire Department #2/39	5	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Fire Department #3/37	5	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Downtown Train Station	2	5am - 6pm	Sat&Sun=closed Holidays Vary	Mon - Fri	6pm-8pm	included	Thanksgiving Weekend and as Needed	
College Avenue Train Station	2	5am - 6pm	Sat&Sun=closed Holidays Vary	Mon - Fri	6pm-8pm	included	Thanksgiving Weekend and as Needed	
Downtown Parking Garage	0	24 hour	24 hour	Sun - Sat	7am-9am	May & Sept	No Carpet	
Cross St. Parking Garage	0	24 hour	24 hour	Sun - Sat	7am-9am	May & Sept	No Carpet	
Water Department	10	7am - 3:30pm	closed	Mon - Fri	Day Porter* (8am - 1pm)	May & Sept	No Carpet	
Library	Open to Public	9am-9pm M-Th; 9am-5pm St; 1pm-5pm Sn	Closed on Sundays Mother's Day - Labor Day AND ALL HOLIDAYS	Mon - Sat and Mon - Sat	8pm-5:00am and Day Porter* (1pm-5pm)	May & Sept	Thanksgiving Weekend and as Needed	

FACILITY AVAILABILITY and SPECIAL REQUIREMENTS

BUILDING	# of Employees	HOURS OF OPERATION Mon-Fri	HOURS OF OPERATION Saturday, Sunday and Holidays	DAYs for ROUTINE CLEANING	HOURS FOR ROUTINE CLEANING	WINDOW WASHING	CARPET CLEANING	UPHOLSTRY CLEANING
Wheaton City Hall	40	7am - 5:30pm	closed	Mon - Fri	6pm-5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Wheaton City Hall ANNEX	12	7am - 5:30pm	closed	Mon; Wed; Fri	6pm-5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Public Works	70 (9=2nd flr)	7am - 5:30pm	closed	Mon; Wed; Fri	6pm-5:00am	May & Sept	Thanksgiving Weekend and as Needed	
Police Department Basement&1	110	24 hour	24 hour	Mon - Sat	4pm-10pm	May & Sept	Thanksgiving Weekend and as Needed	
Police Department 2nd floor	6	7am - 5:30pm	closed	Mon - Fri	4pm-10pm	May & Sept	Needed	
Fire Department#1/38	10	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Fire Department #2/39	5	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Fire Department #3/37	5	24 hour	24 hour	not applicable	not applicable	May & Sept	Thanksgiving Weekend and as Needed	
Downtown Train Station	2	5am - 6pm	Mon-Sun=closed Holidays Va	Mon - Fri	6pm-8pm	included	Thanksgiving Weekend and as Needed	
College Avenue Train Station	2	5am - 6pm	Mon-Sun=closed Holidays Va	Mon - Fri	6pm-8pm	included	Thanksgiving Weekend and as Needed	
Municipal Parking Garage	0	24 hour	24 hour	Sun - Sat	7am-9am	May & Sept	Thanksgiving Weekend and as Needed	

BUILDING	ROUTINE CLEANING		WINDOW WASHING	CARPET CLEANING			UPHOLSTRY CLEANING
	Per Month	Per Year		Cost for ONE time wash	square ft	cost/sq ft	
Wheaton City Hall	\$	\$	\$	11,039	\$	\$	\$
Wheaton City Hall	\$	\$	\$	1,096	\$	\$	\$
Public Works	\$	\$	\$	2,076	\$	\$	\$
Police Department	\$	\$	\$	6,561	\$	\$	\$
Fire Department #1/38	not applicable		\$	*	4,568	\$	\$
Fire Department #2/39	not applicable		\$	*	1,374	\$	\$
Fire Department #3/37	not applicable		\$	*	1,700	\$	\$
Downtown Train Station	\$	\$	included as part of routine work	not applicable			\$
College Avenue Train Station	\$	\$	included as part of routine work	not applicable			\$
Municipal Parking Garage	\$	\$	\$	not applicable			\$
Wheaton Public Library	\$	\$	\$		\$	\$	\$
TOTAL ANNUAL COST		\$	\$			\$	\$

* Window washing costs for the Fire Departments includes cleaning of window blinds.

OPTION: BIO HAZ CLEANING (for Police Departr	\$	/per HOUR
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	VINYL	CERAMIC	CARPET
CITY HALL bsmt	1,056	1,131	415
CITY HALL 1st	272	783	4,601
CITY HALL 2nd	-	1,721	6,023
ANNEX	975	1,008	1,096
FIRE STATION 1			4,568
FIRE STATION 2			1,374
FIRE STATION 3			1,700
PUBLIC WORKS	-	2,109	2,076
POLICE DEPT	908	3,040	6,561
DOWNTOWN TR.		2,601	
COLLEGE AVE TR		1,104	

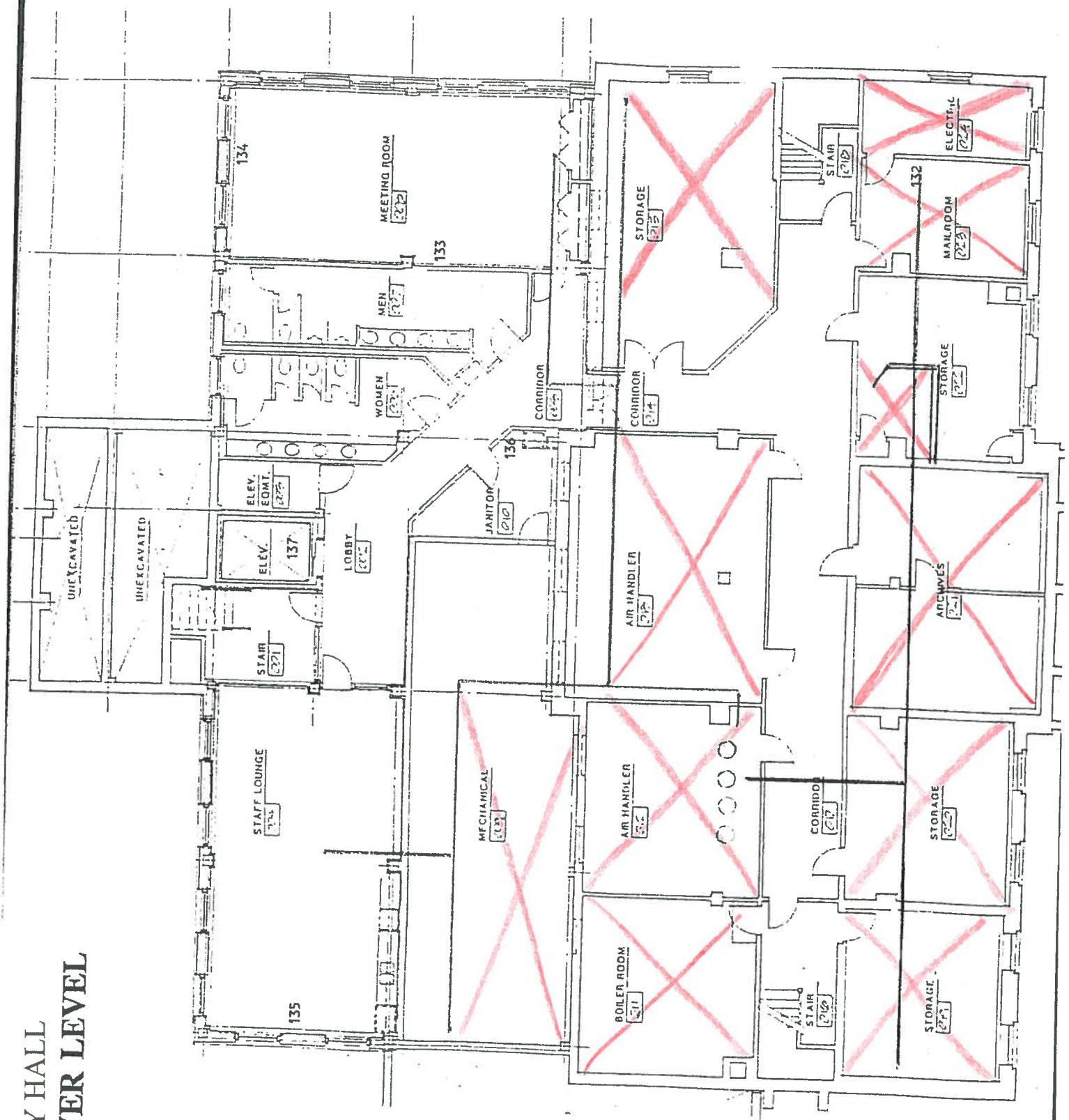
measured in square feet

Floor Plans

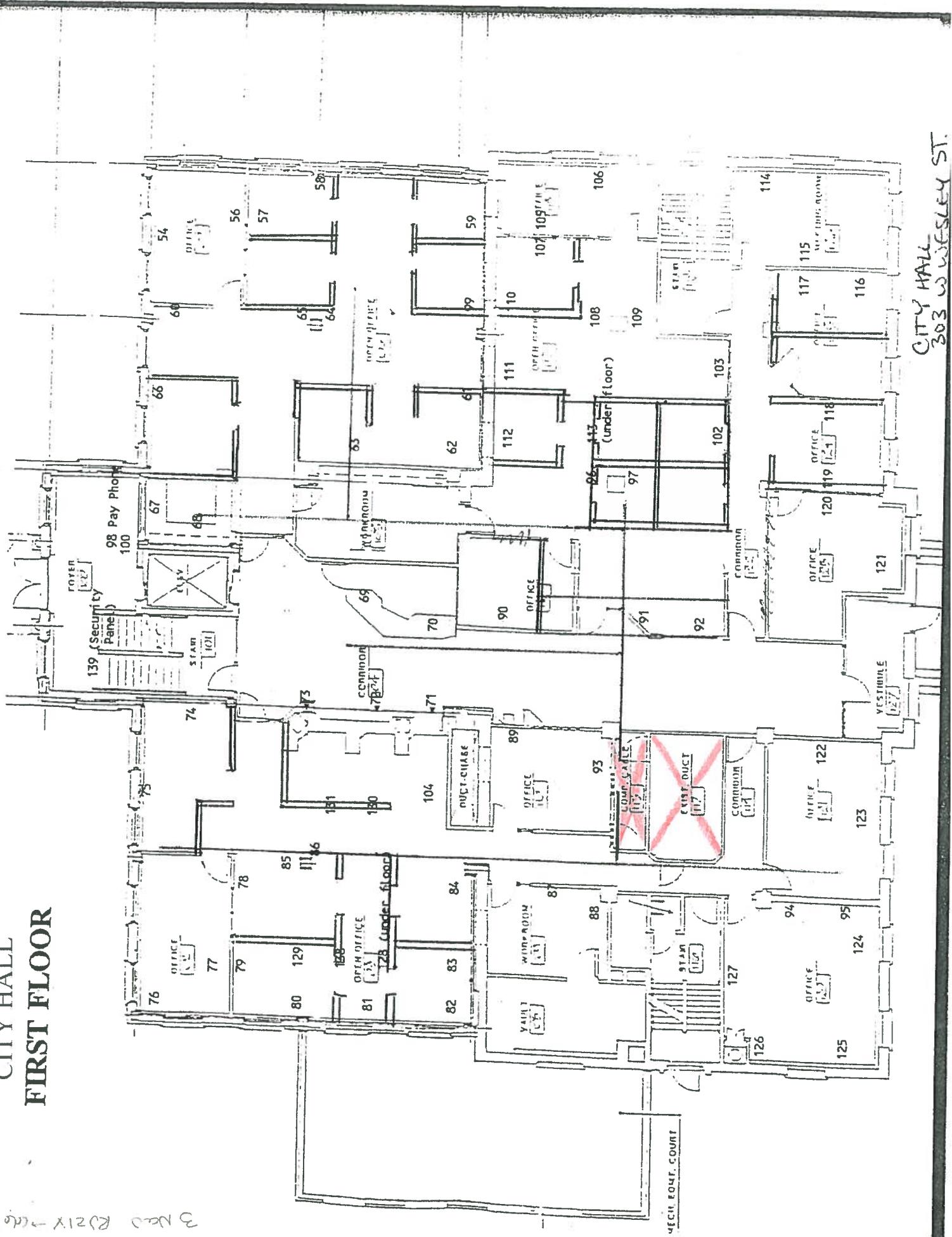
1. City Hall
2. City Hall Annex
3. Public Works
4. Police (to be provided at the pre-bid meeting)
5. Fire Station 1/38 (requires windows & carpeting only)
6. Fire station 2/39 (requires windows & carpeting only)
7. Fire Station 3/37 (requires windows & carpeting only)
8. Downtown Train Station
9. College Avenue Train Station
10. Downtown Parking Garage
11. Cross St Parking Garage
12. Water Department
13. Library

“Xs” are No Service Areas

**CITY HALL
LOWER LEVEL**

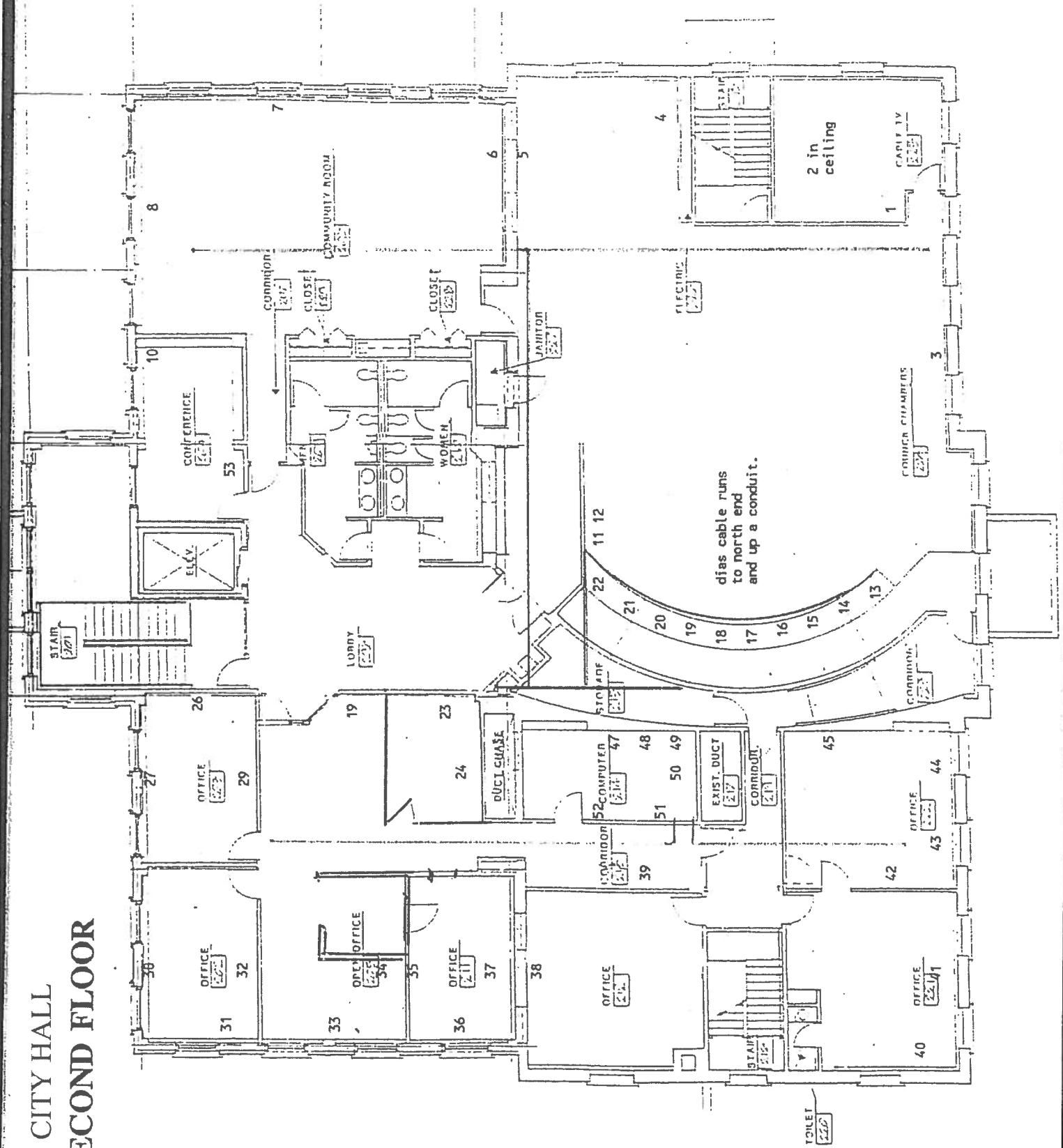


CITY HALL
FIRST FLOOR

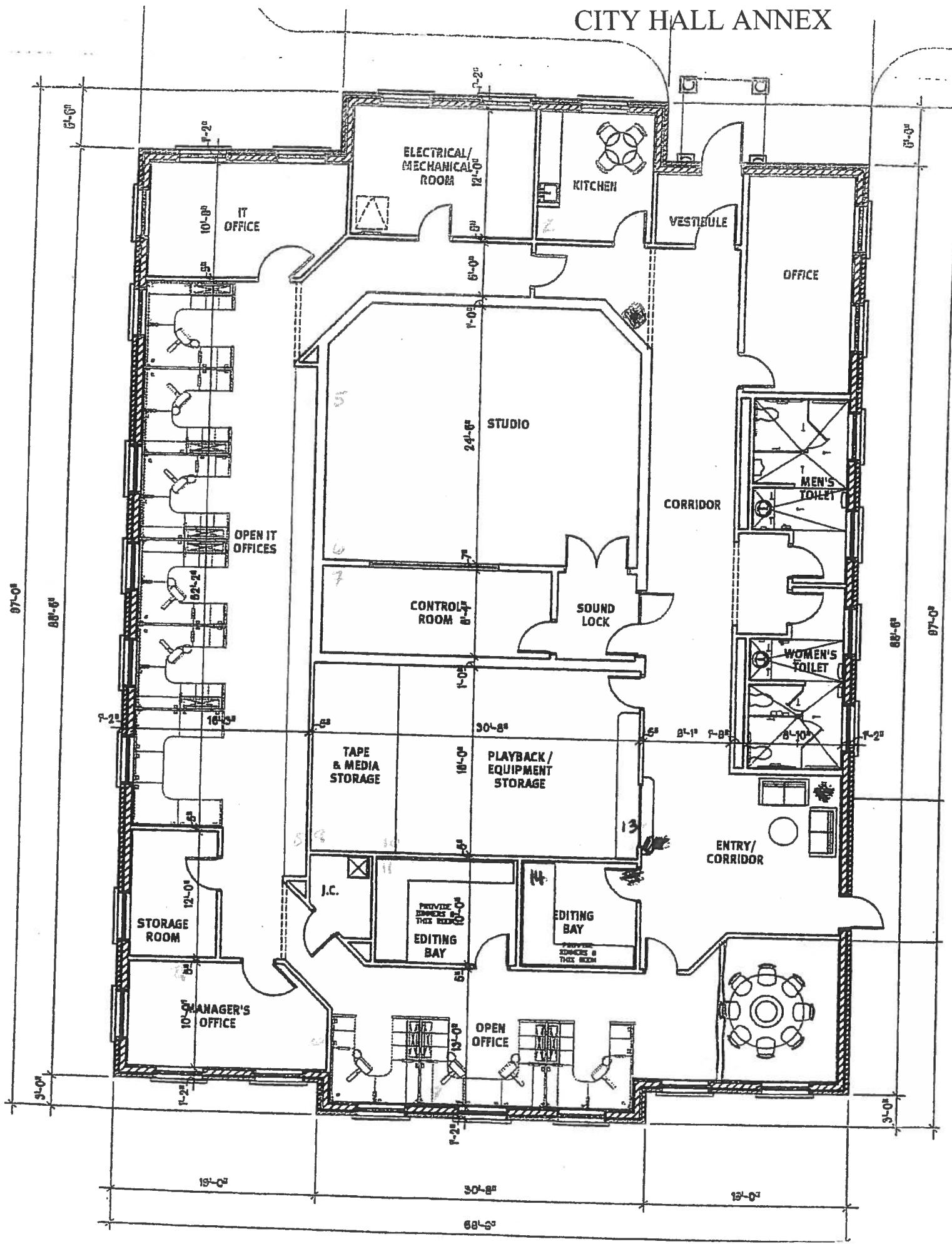


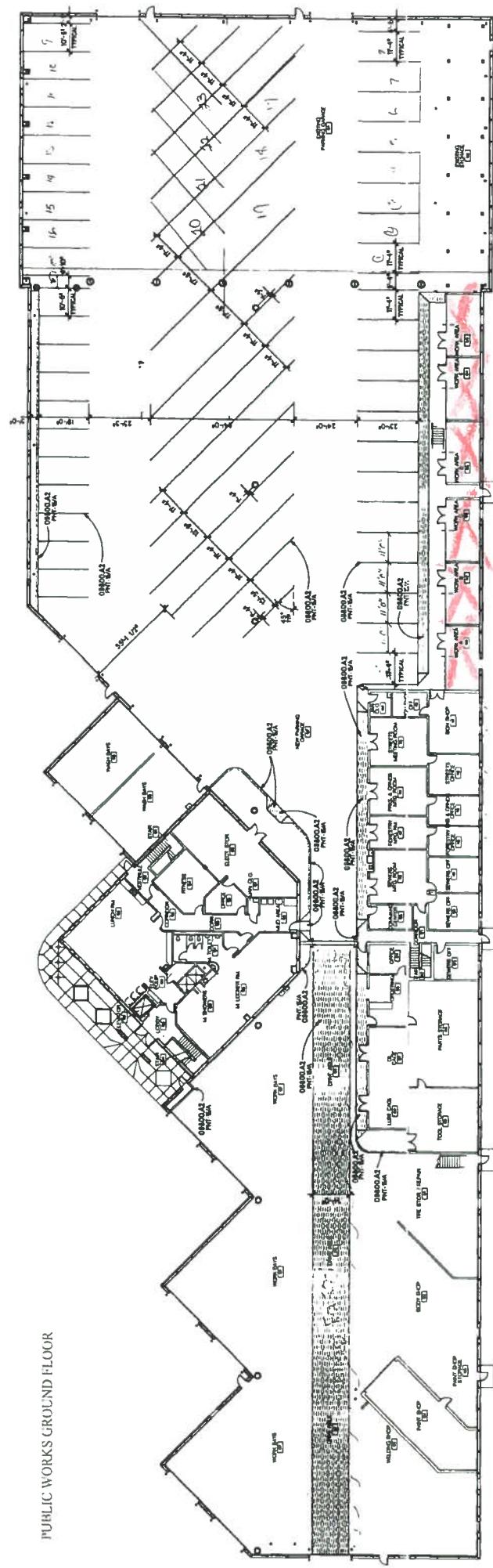
CITY HALL
303 WISSELEY ST.

**CITY HALL
SECOND FLOOR**



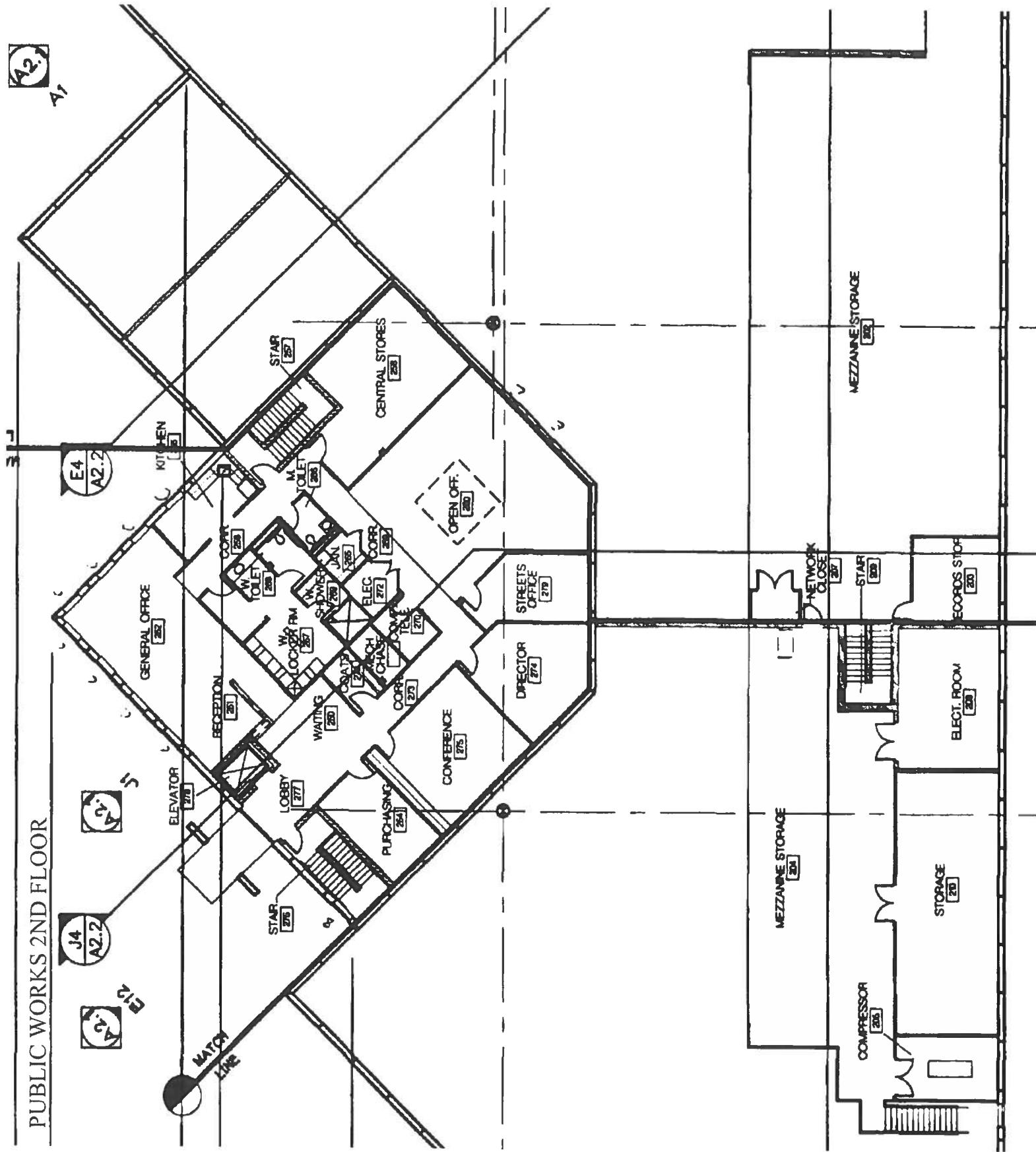
CITY HALL ANNEX

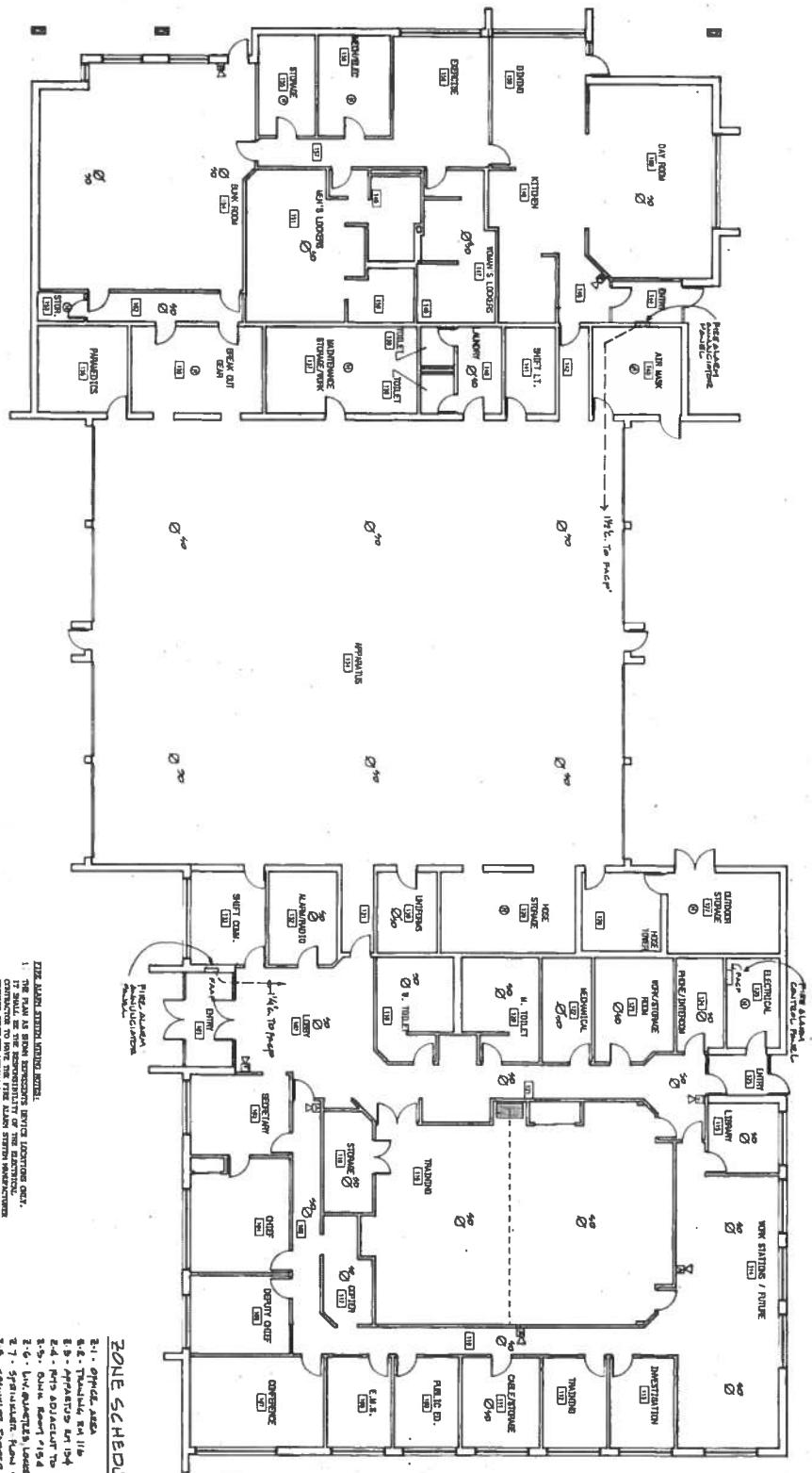




1. LAYOUT FLOOR STRAPPING FOR OWNER APPROVAL BEFORE FINISH IS APPLIED

PUBLIC WORKS 2ND FLOOR





FIRE ALARM PLAN

1 THE PLAN AS SHOWN INDICATES DEVICE LOCATIONS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE OWNER TO DETERMINE

2018 SCHEDULE

williams/pollock/associates, ltd.

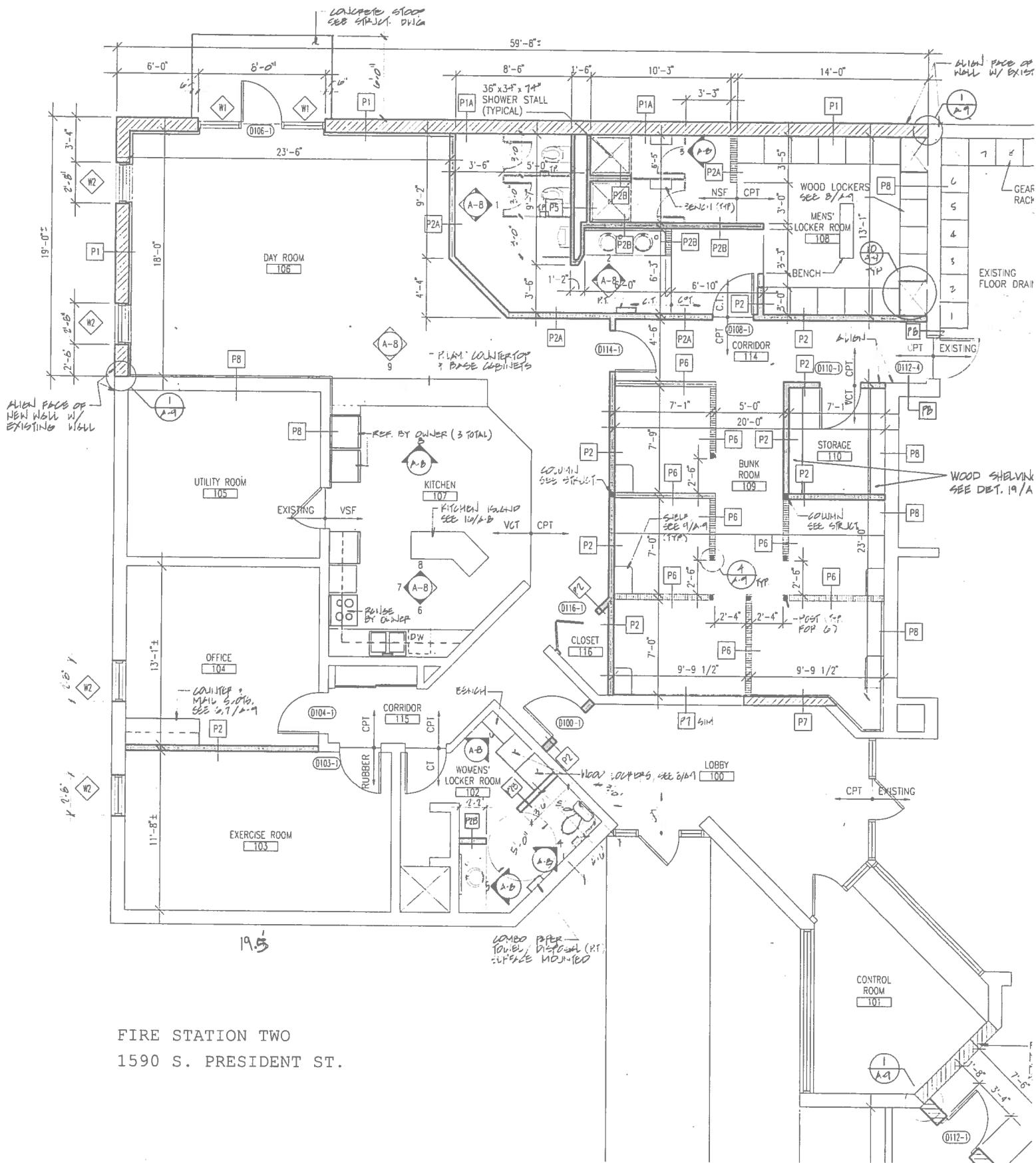
architects
planners

6 N 265 JAMES
MEDINAH, ILLINOIS 60157

੩

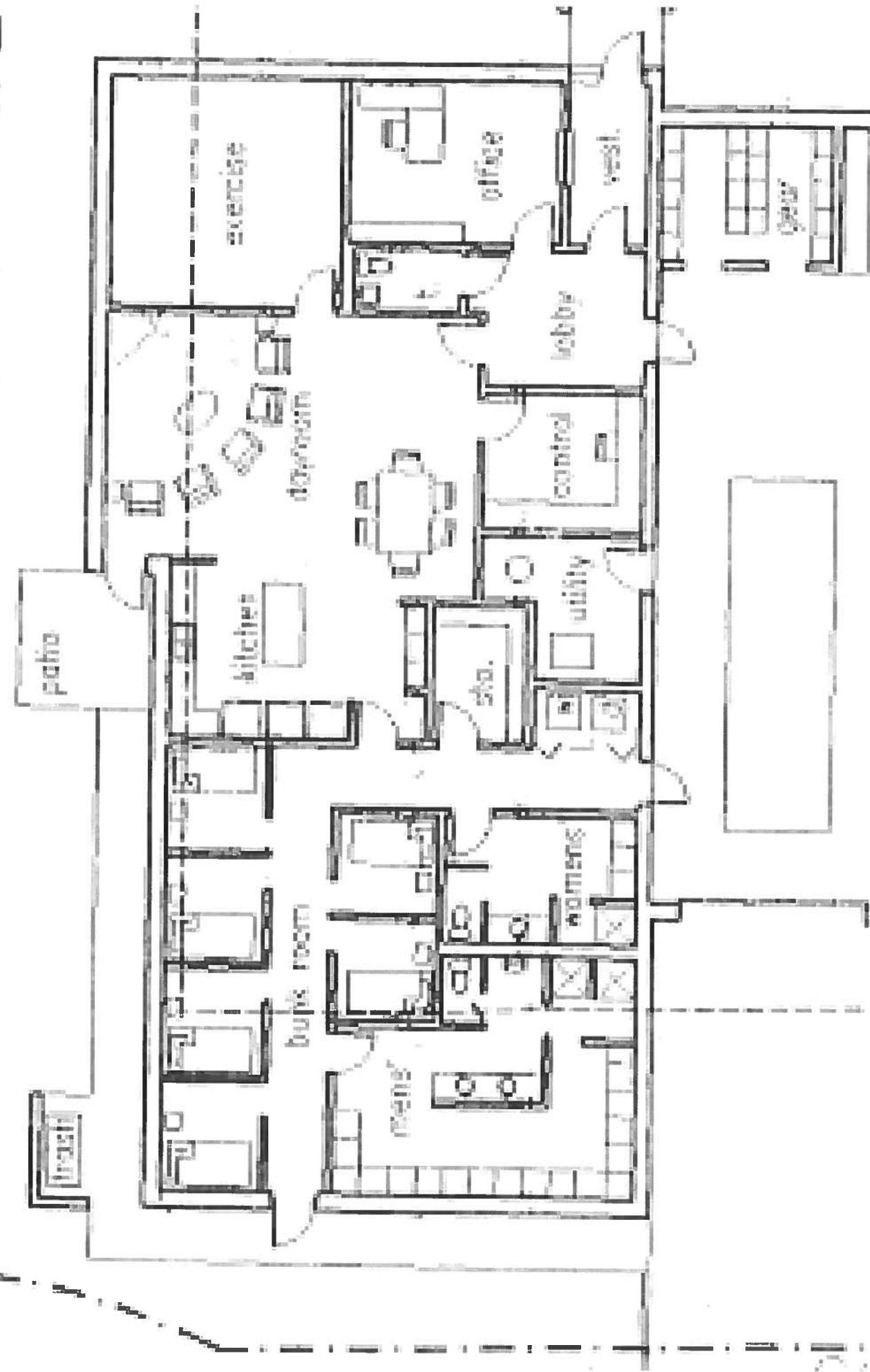
wpa no 81024
date 24 JULY 82
drawn GGH
checked _____
revised _____

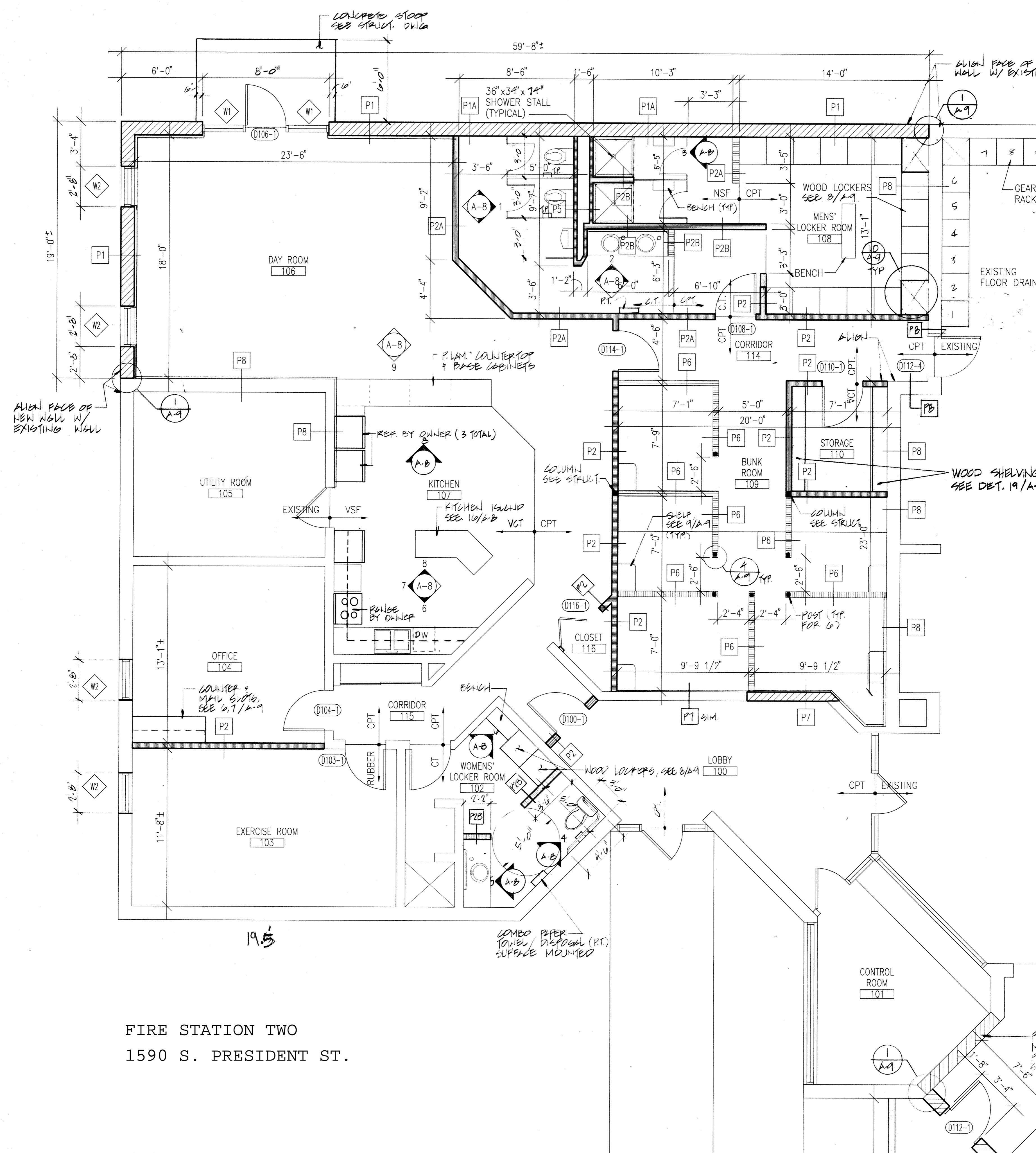
WHEATON FIRE DEPARTMENT HEADQUARTERS
201 FAPP CIRCLE
WHEATON, ILLINOIS 60187
FOR THE CITY OF WHEATON
303 WEST WESLEY STREET



FIRE STATION TWO
1590 S. PRESIDENT ST.

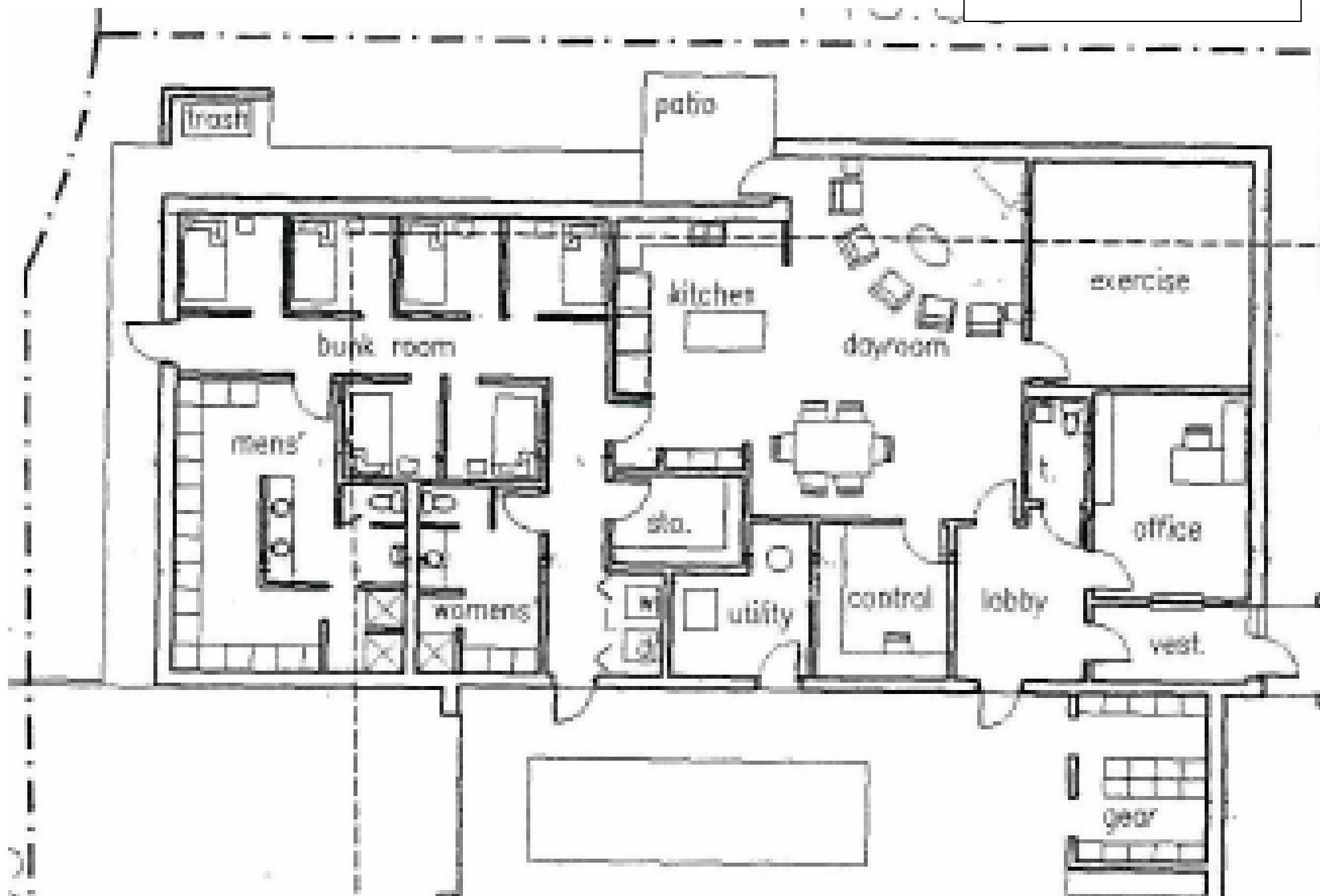
FIRE STATION #3



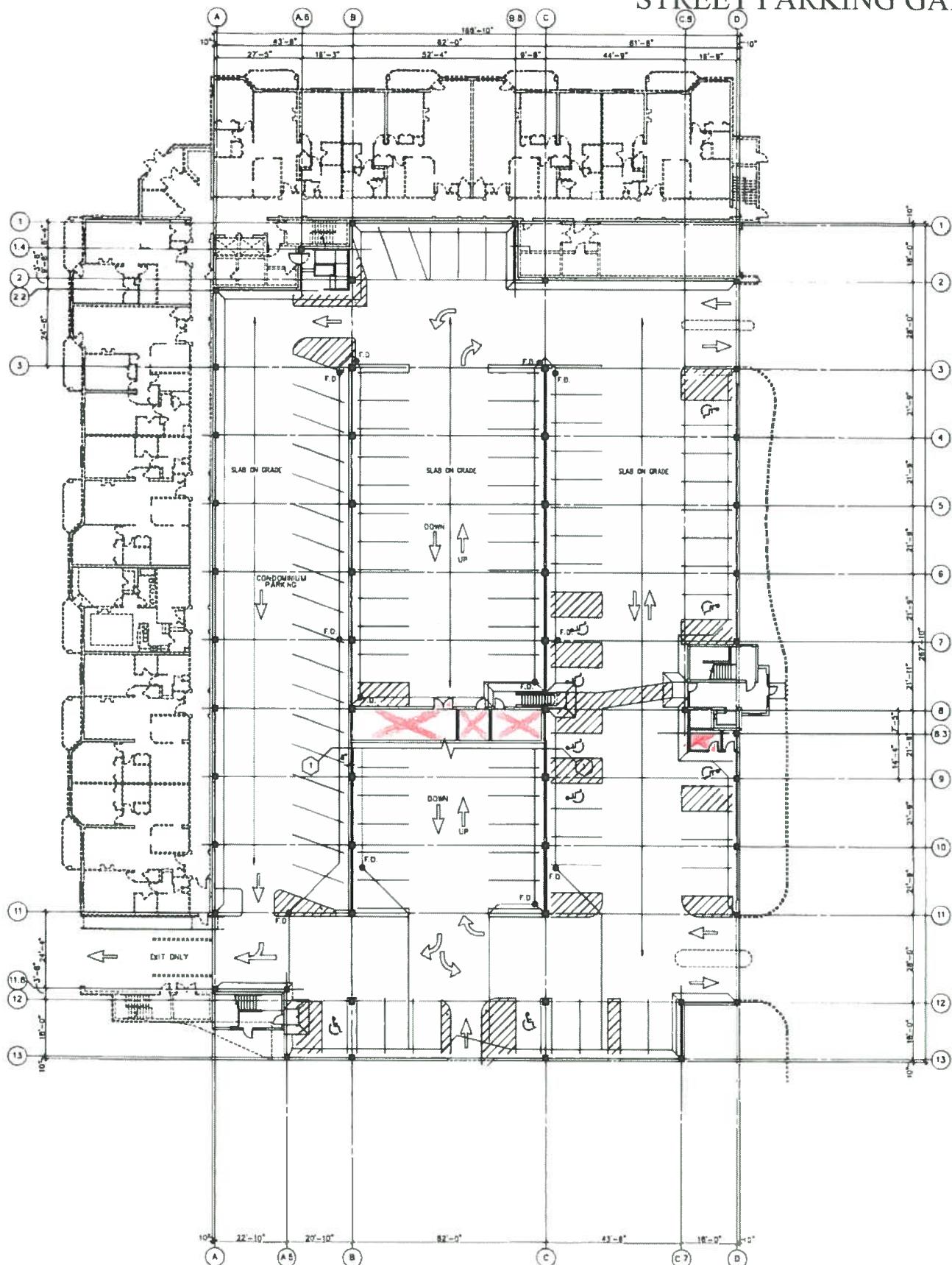


FIRE STATION TWO
1590 S. PRESIDENT ST.

FIRE STATION #3



DOWNTOWN WESLEY
STREET PARKING GARAGE



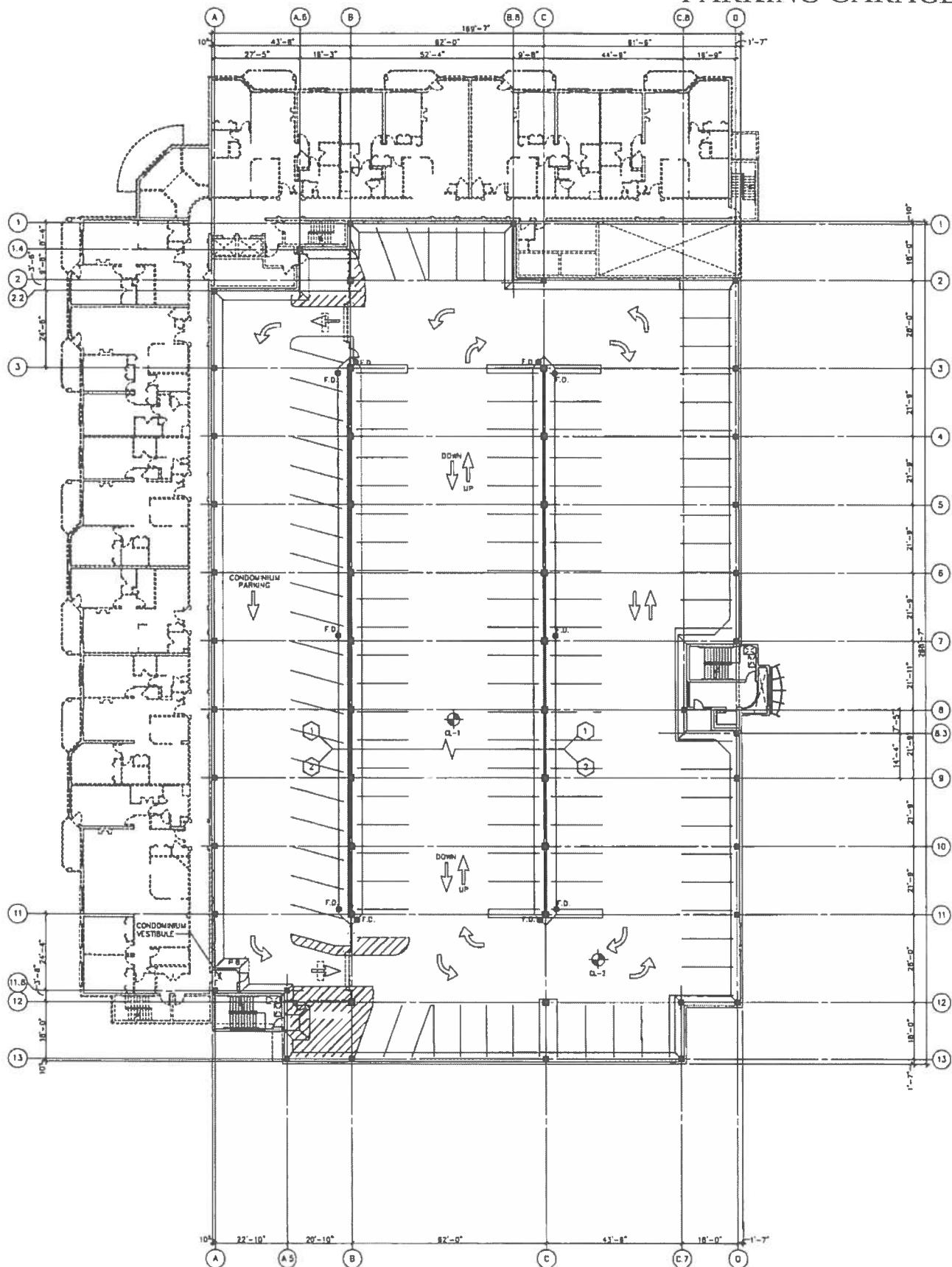
GROUND TIER PLAN
SCALE: 1/16" = 1'-0"

1
B-1

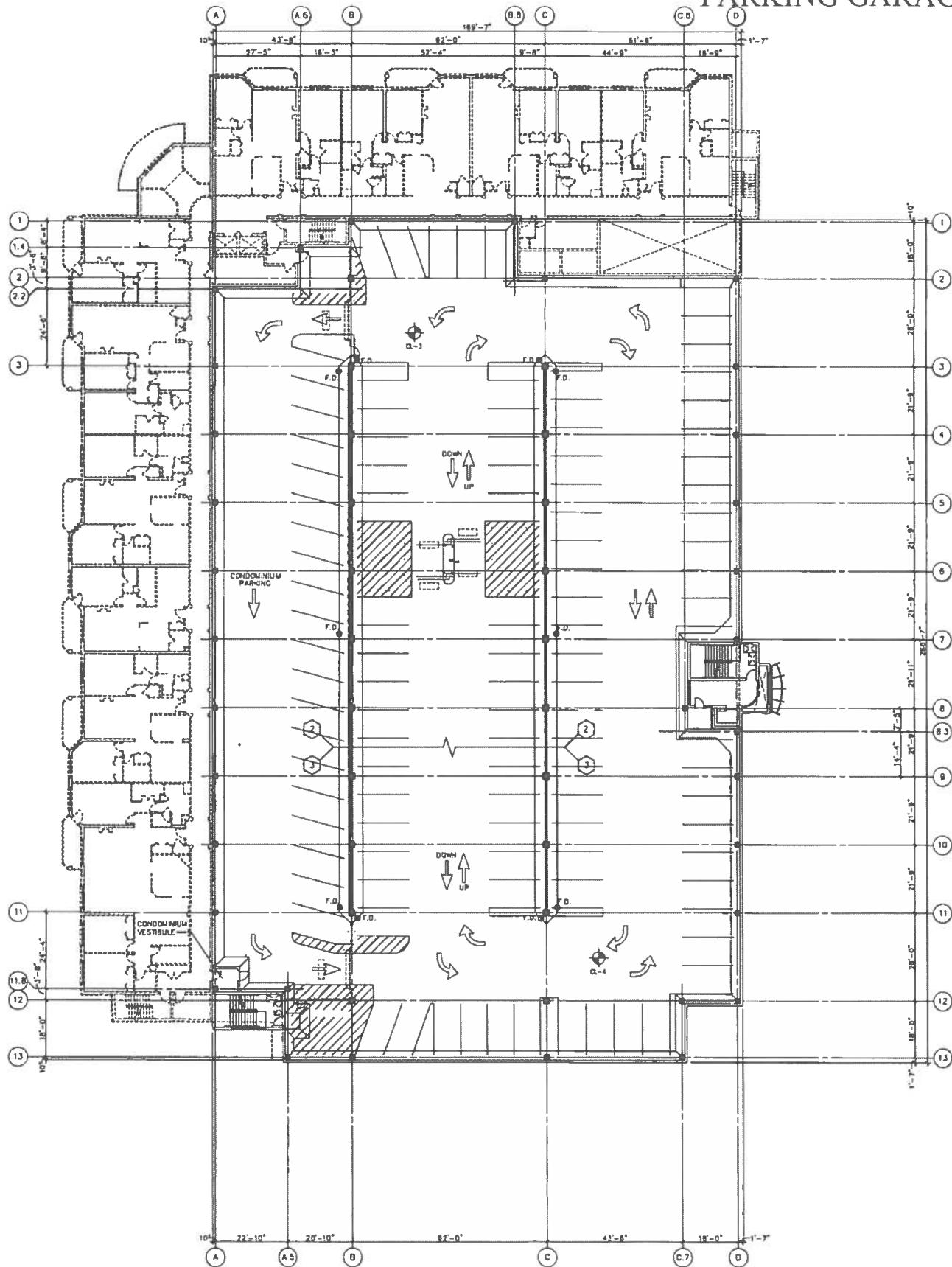


NORTH

DOWNTOWN WESLEY ST PARKING GARAGE



DOWNTOWN WESLEY S.
PARKING GARAGE

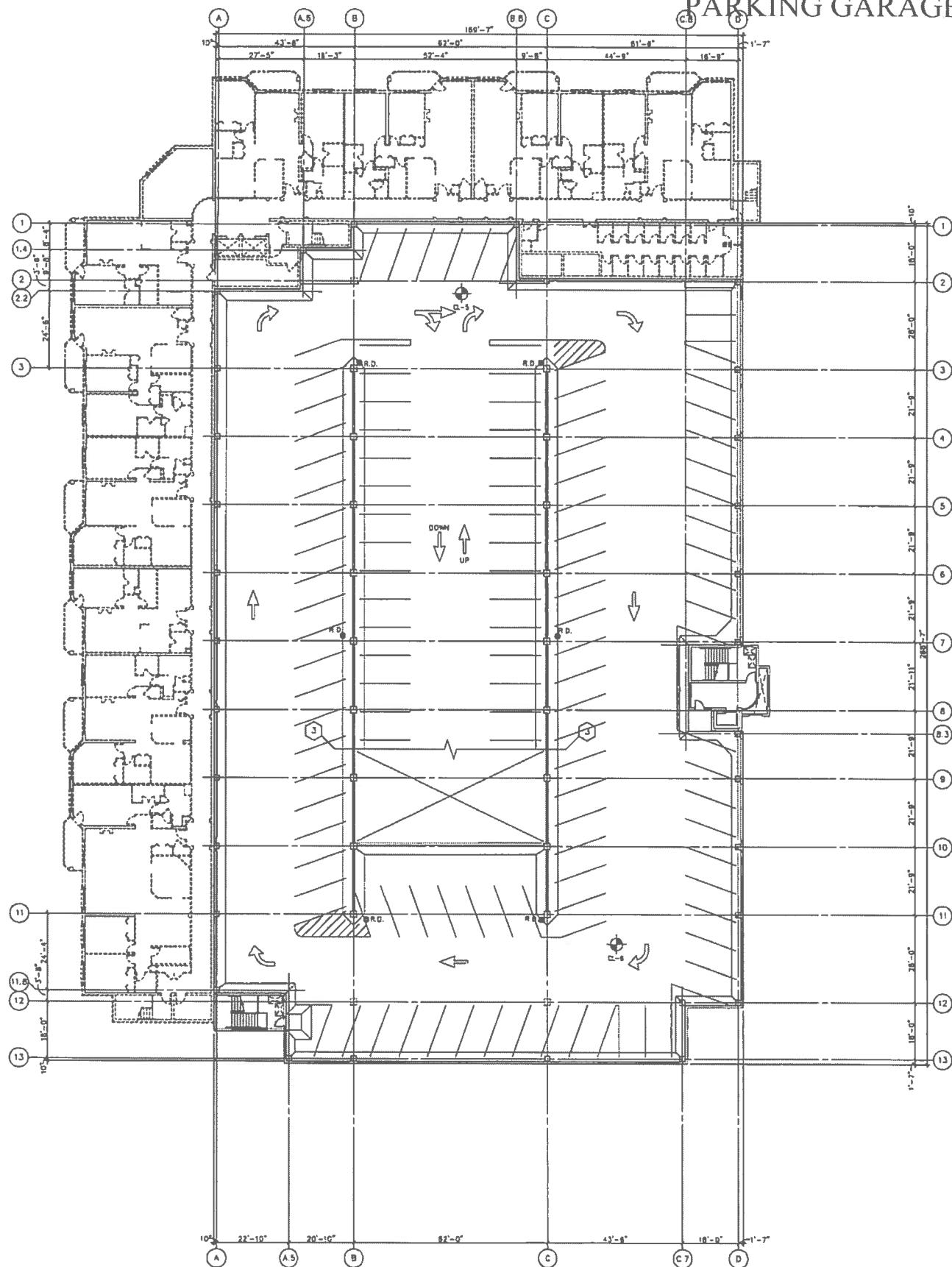


THIRD TIER PLAN
SCALE: 1/16" = 1'-0"

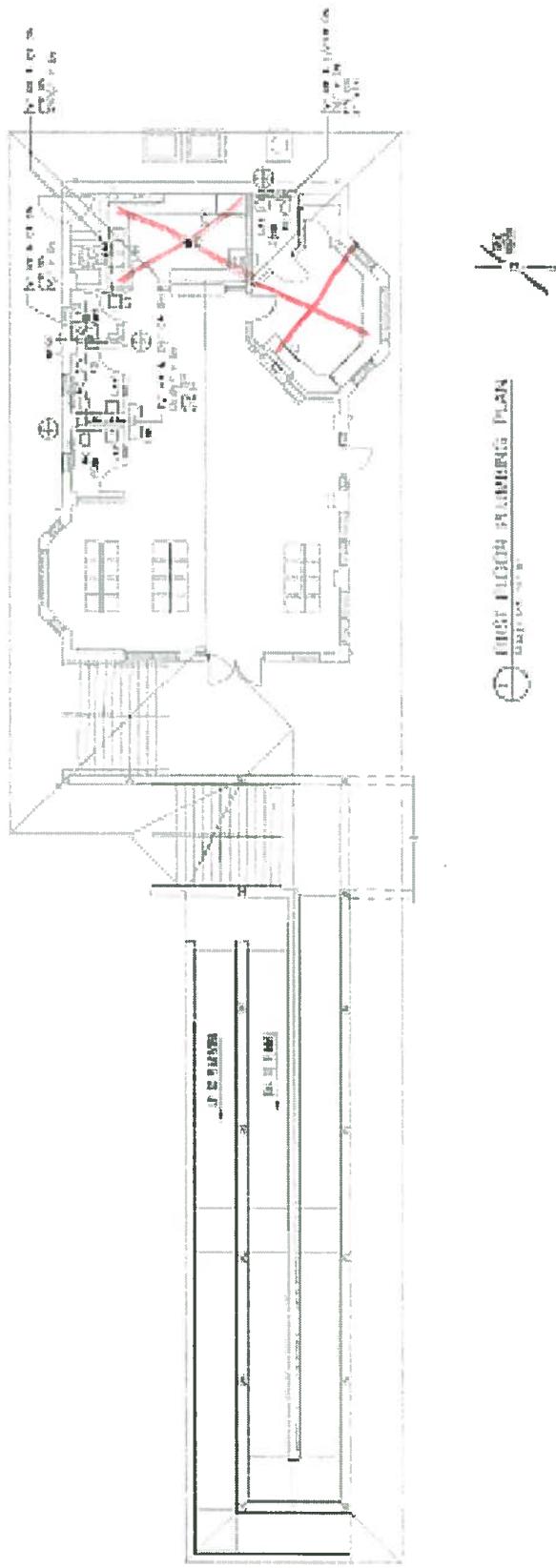
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B-3

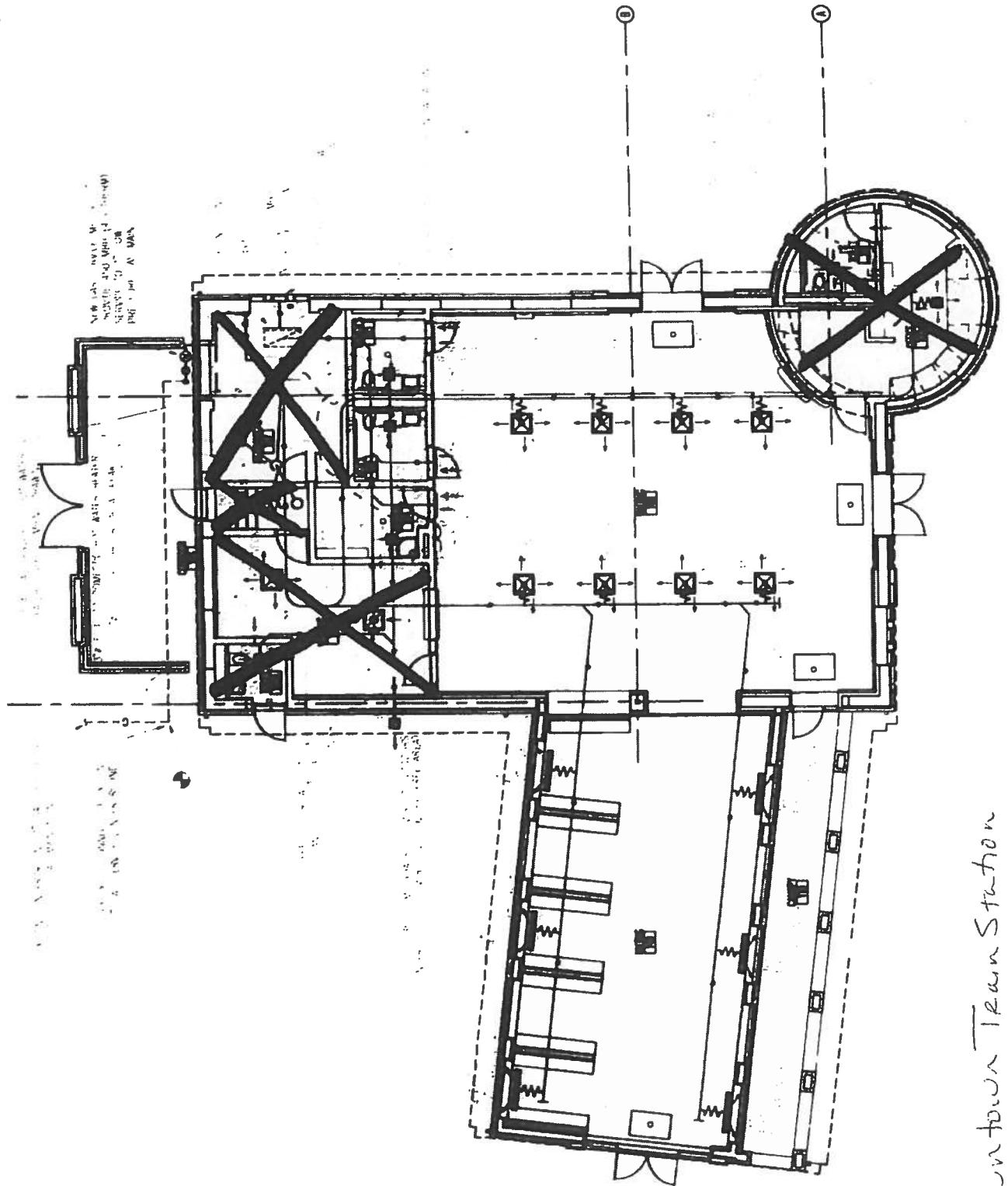


DOWNTOWN WESLEY ST
PARKING GARAGE



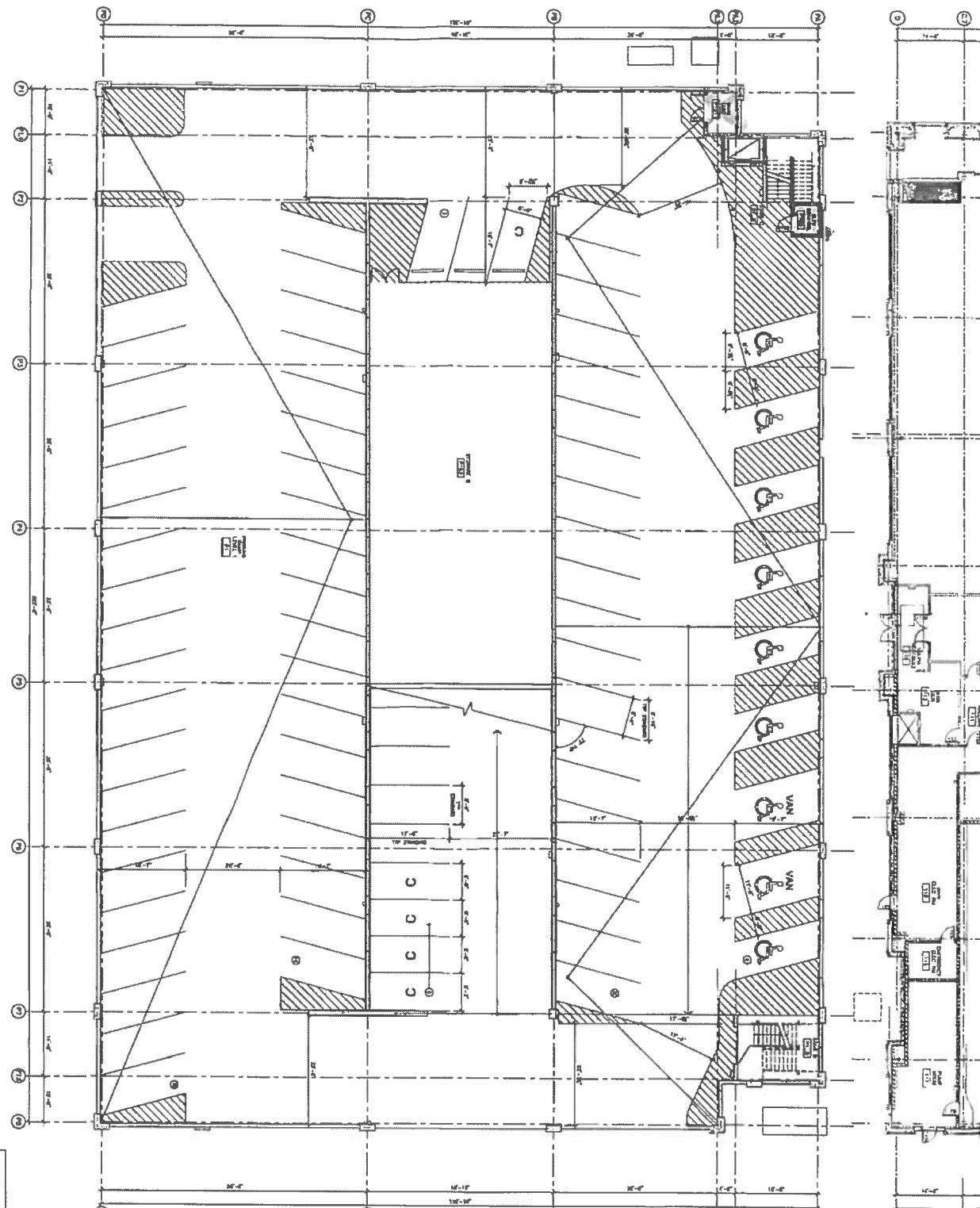
College Ave





Denton Team Station

CROSS STREET PARKING GARAGE



XP-A2.1

STANDARD PARKING SPACES = 65 SPACES
COMPACT PARKING SPACES = 15 SPACES
HANDICAPPED PARKING SPACES = 8 SPACES
TOTAL PARKING SPACES LEVEL 1 = 78 SPACES



OPUS
CONSULTING
ENGINEERS

Architects • Engineers • Constructors

WHEATON
PROPERTY
PARTNERS

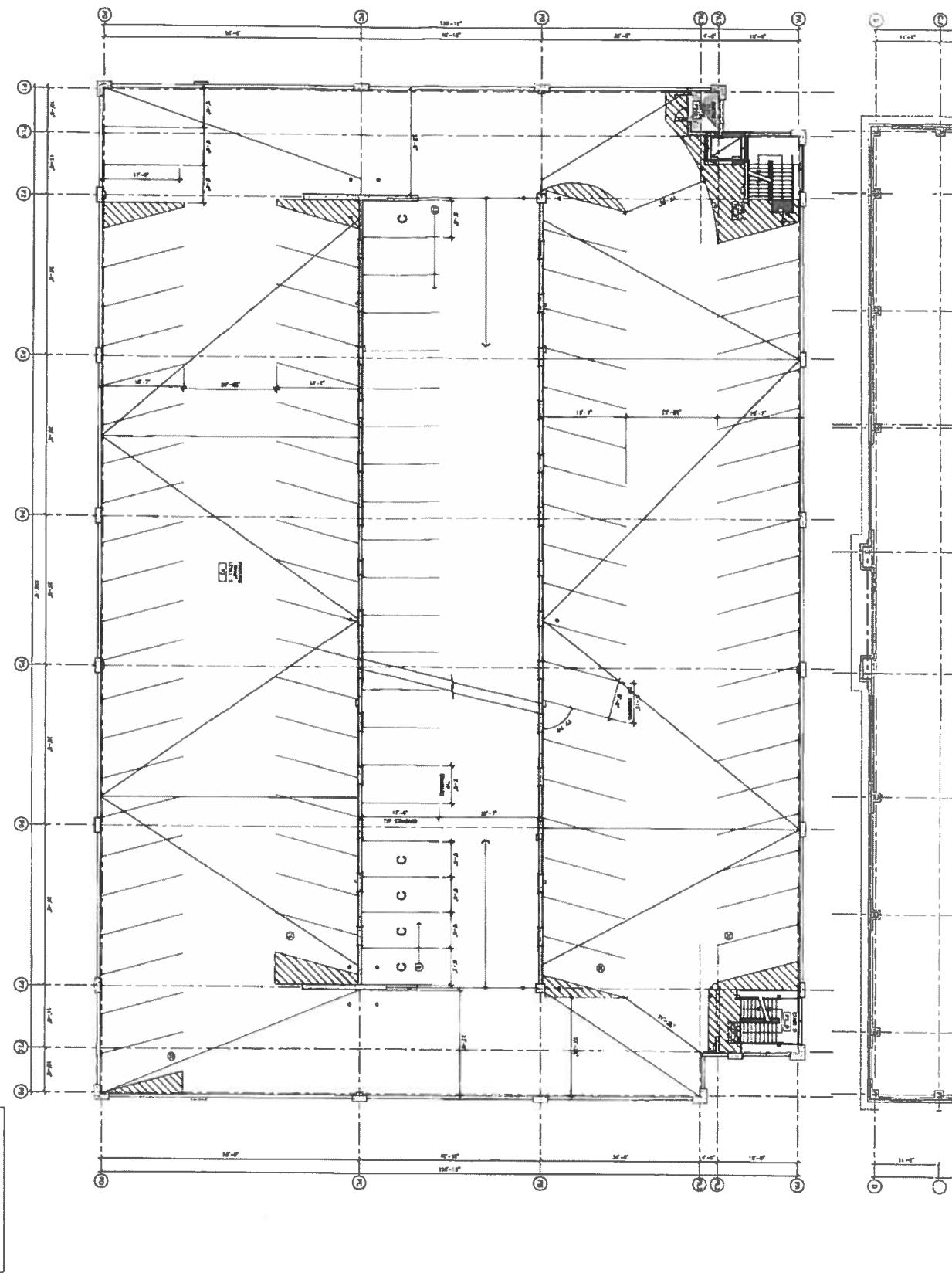
EXHIBIT
12/17/07
PARKING RAMP
STRIPING



Open Architects
Engineers, Inc.

EEI

CROSS STREET PARKING GARAGE



XP-A2.2

OPUS.
OPUS Architects & Engineers, Inc.

WHEATON
PROPERTY
PARTNERS

Wheaton

100 NORTH

EXHIBIT

12/17/07

PARKING RAMP

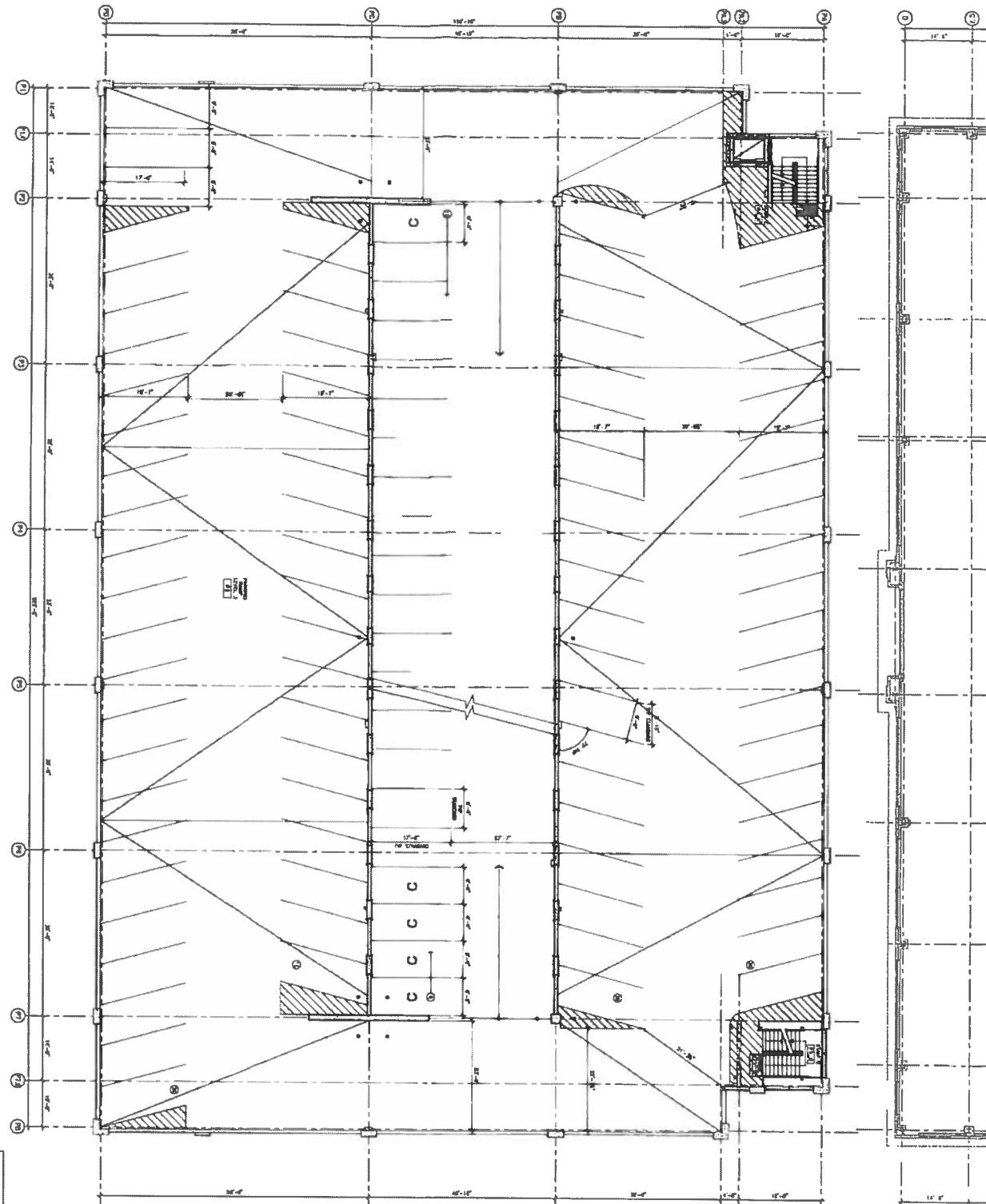
STRIPING

LEVEL 2

EXHIBIT
12/17/07
PARKING RAMP
STRIPING

OPUS.
OPUS Architects &
Engineers, Inc.

CROSS STREET PARKING GARAGE



STANDARD PARKING SPACES = 100 SPACES
COMPACT PARKING SPACES = 9 SPACES
TOTAL PARKING SPACES LEVEL 1 = 109 SPACES

XP-A2.3

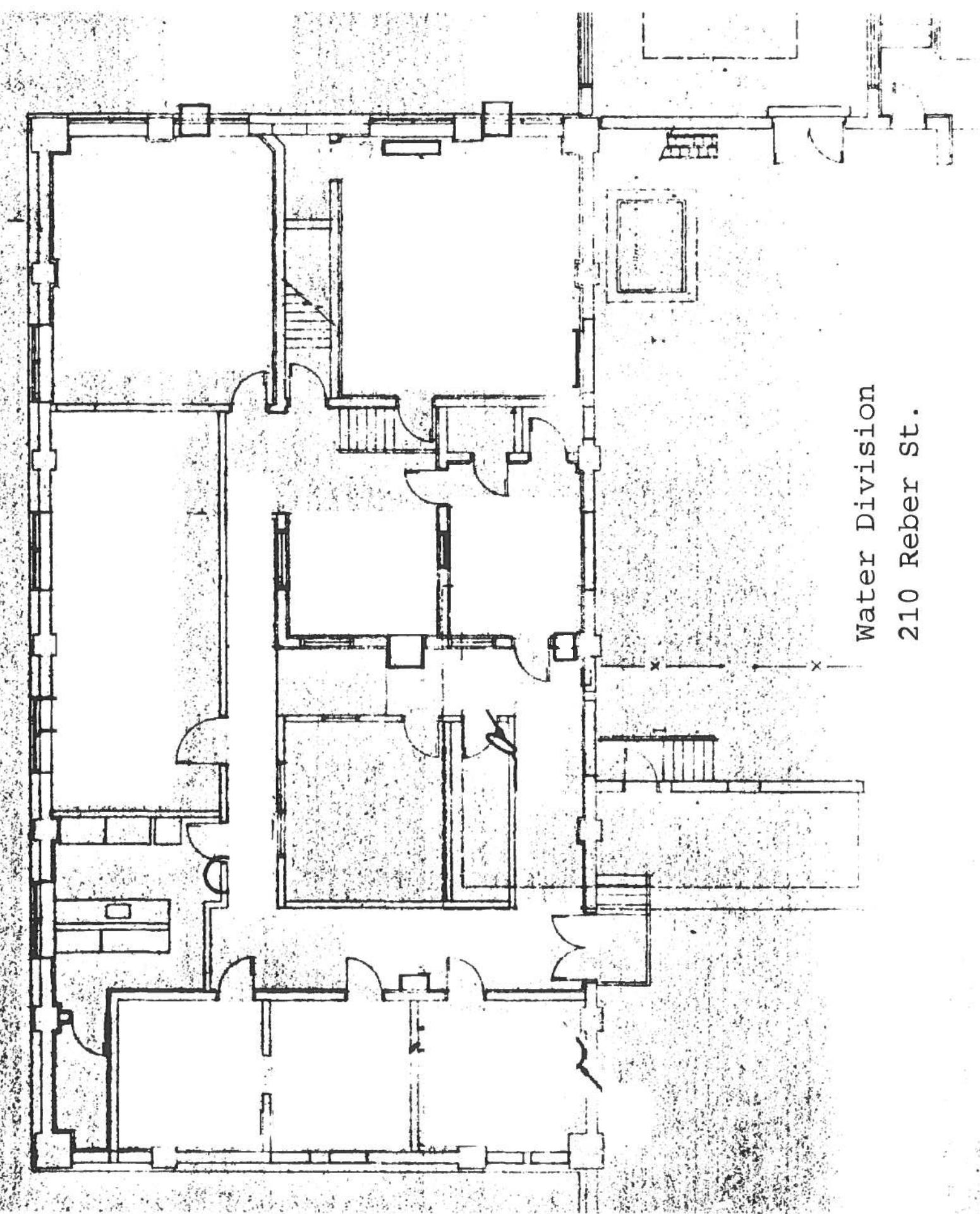
OPUS.
OPUS CONSULTING
ENGINEERS, INC.

WHEATON
PROPERTY
PARTNERS
RENTAL
RENTAL

FLOOR PLAN
LEVEL 3
PARKING RAMP

EXHIBIT
12/17/07
PARKING RAMP
STRIPING

OPUS.
OPUS CONSULTING
ENGINEERS, INC.



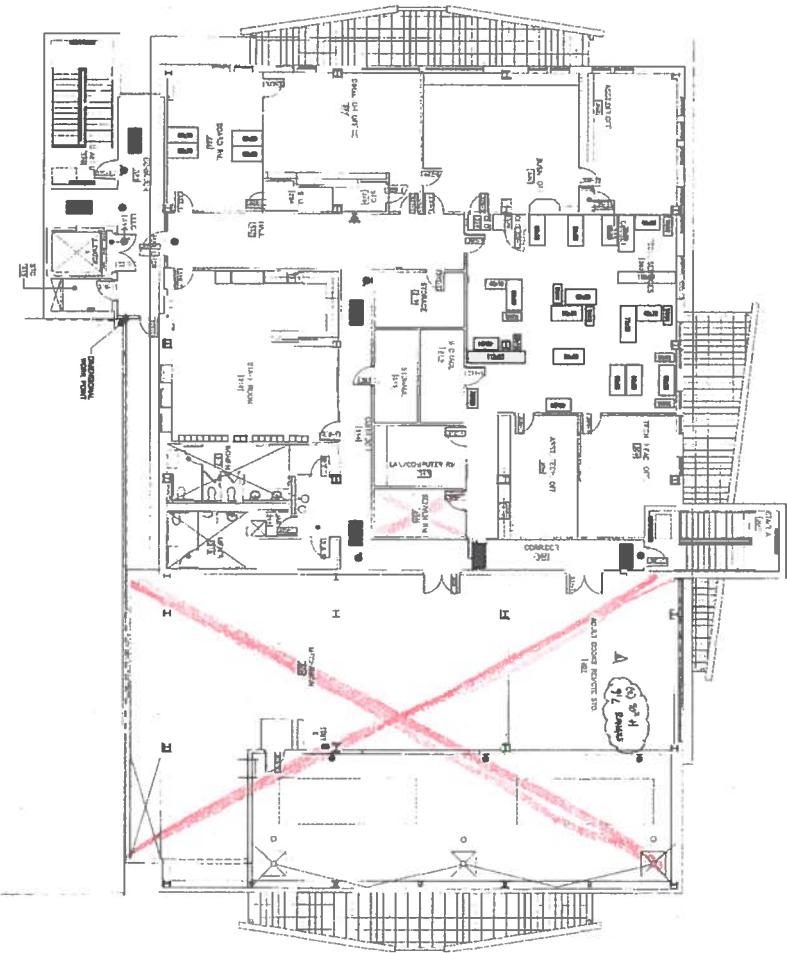
Water Division

210 Reber St.

1 THIRD FLOOR TEMPORARY FURNITURE PLAN

PLANS/SHEDS ARE IN CONTRACT, PLAN IS PREPARED FOR SURFACE CITY, PLANS/SHEDS LOCATED SUBJECT TO CHANGE, CONFER WITH ARCHITECT AND CONTRACTOR LOCATIONS OF ALL POWER AND DRAIN WITH ARCHITECT AND CONTRACTOR.

170



▲ **PEER** LEARN FROM BM & ML. **FEASIBILITY** **CHANGES** **NOW**
SAMPLING SHALL BE TAKEN AS INDICATED.
ACT. METHODS

THIRD FLOOR TEMPORARY FURNITURE PLAN
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS

CONSTRUCTION REFERENCE SET

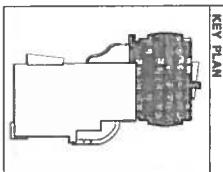
REVISION NUMBER	DATE
ISSUE FOR BID	06/02/04
ADDENDUM #1	06/02/04
ADDENDUM #2	12/04/04
ADDENDUM #3	12/08/04
ISSUE FOR CONSTRUCTION	14/1/05

F2.04

1 SECOND FLOOR FURNITURE PLAN

PURCHASES NOT IN CONTRACT, PLAN B PROVIDED FOR REFERENCE ONLY.
FLYING LOCATIONS SUBJECT TO CHANGE.
COORDINATE LOCATIONS OF ALL POWER AND DATA WITH ARCHITECT AND OWNER.

152



KEY PLAN

BCA

Applikation
Land Planning
Landeskonsolidation
Innenstadtbau
Bauaufsicht

SECOND FLOOR FURNITURE PLAN - ADDITION
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS

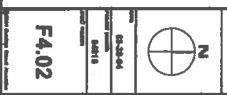
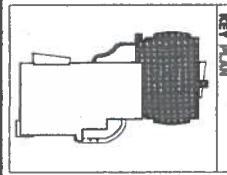
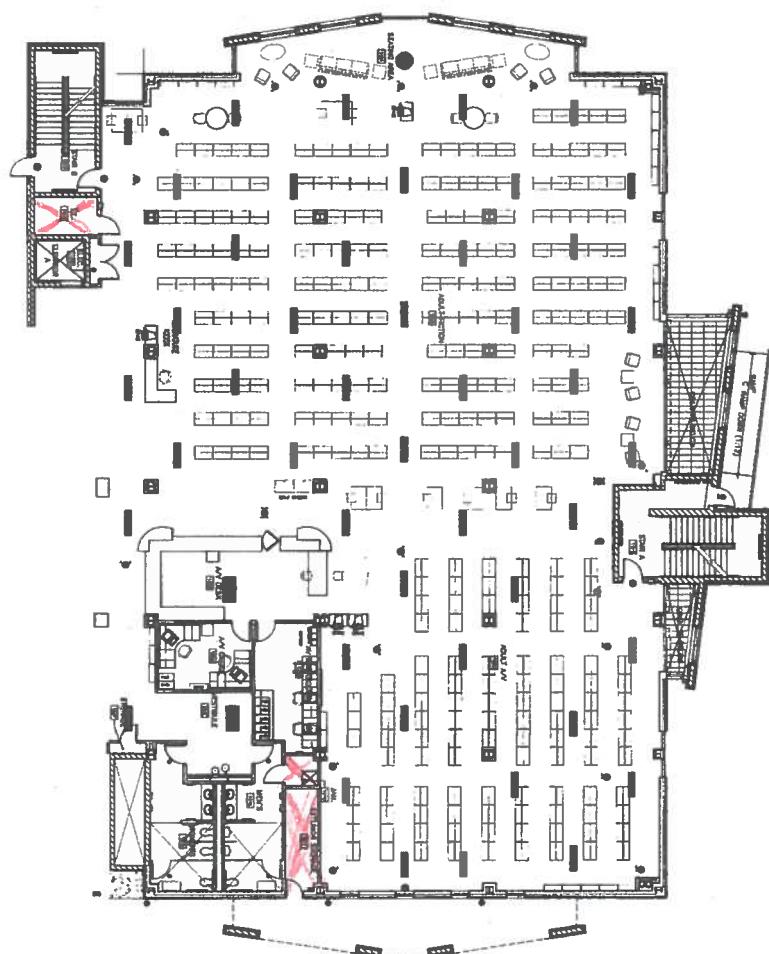
CONSTRUCTION REFERENCE SET

NO.	REVISION REMARKS	DATE
1	ISSUE FOR SHD	09/08/04
2	ADDENDUM #1	09/25/04
3	ADDENDUM #2	10/01/04
4.3	ADDENDUM #3	10/02/04
	ISSUE FOR CONSTRUCTION	11/19/04

F4.03

1 FIRST FLOOR FURNITURE PLAN
 Plan is not to scale. Plan is provided for reference only.
 Drawing contains locations of all furniture and other fixtures and equipment.

1/8" = 1'-0"



BCA

FIRST FLOOR FURNITURE PLAN - ADDITION
 WHEATON PUBLIC LIBRARY
 WHEATON, ILLINOIS

CONSTRUCTION REFERENCE SET

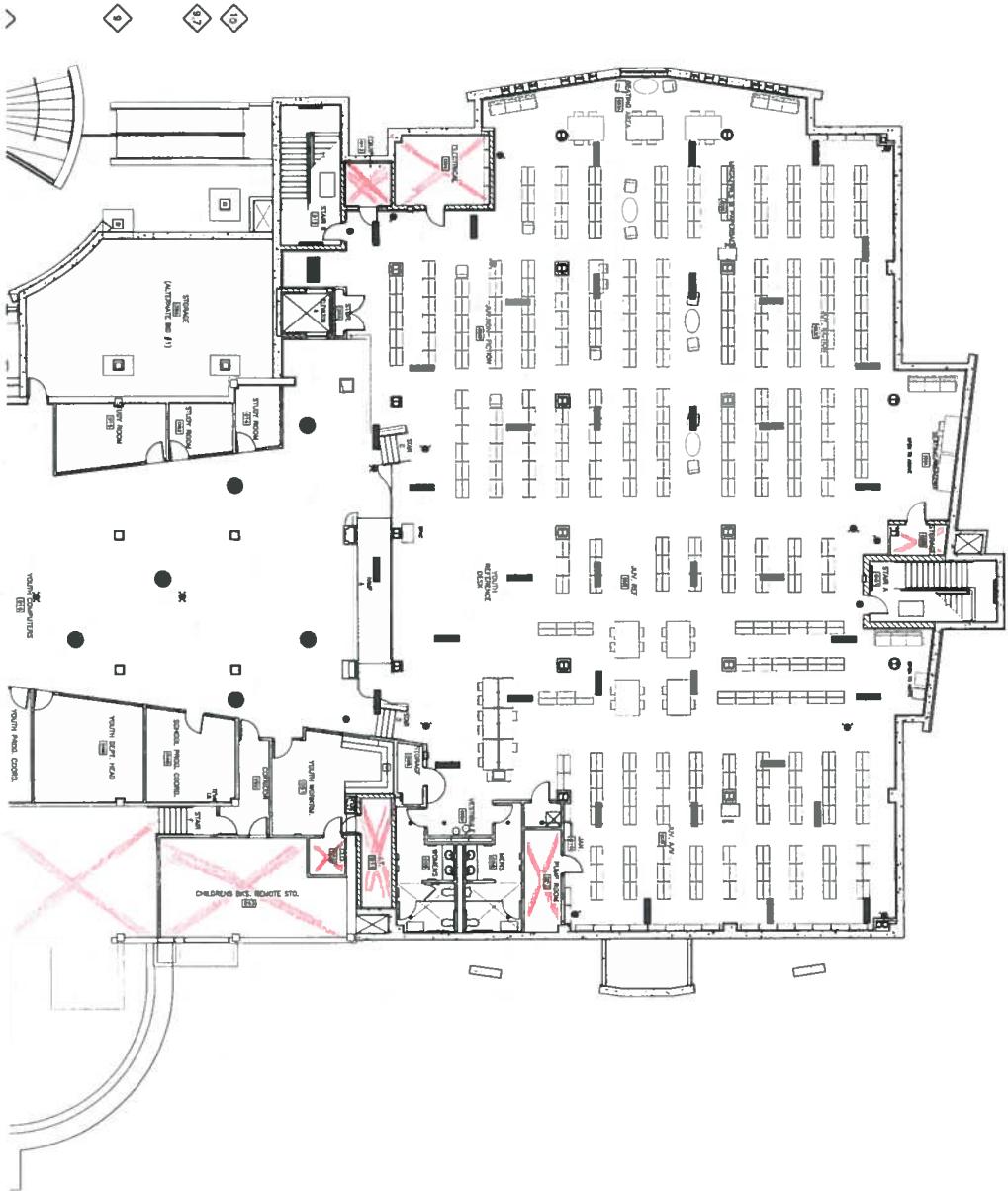
REF.	REFERENCE NUMBER	DATE
	REF. FOR BID	08/20/04
	ACRECHAM 01	08/20/04
	ACRECHAM 02	08/20/04
	ACRECHAM 03	08/20/04
	REF. FOR CONSTRUCTION	11/19/04

F4.02

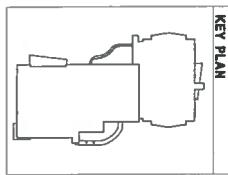
1 LOWER LEVEL FURNITURE PLAN

FURNISHINGS NOT IN CONTRACT. PLAN IS PROVIDED FOR REFERENCE ONLY.
FURNISHING LOCATIONS SUBJECT TO OWNER
COORDINATE LOCATIONS OF ALL POWER AND DATA WITH ARCHITECT AND OWNER.

178



KEY PLAN



BCA

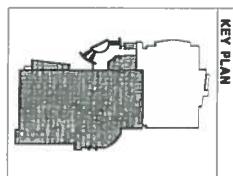
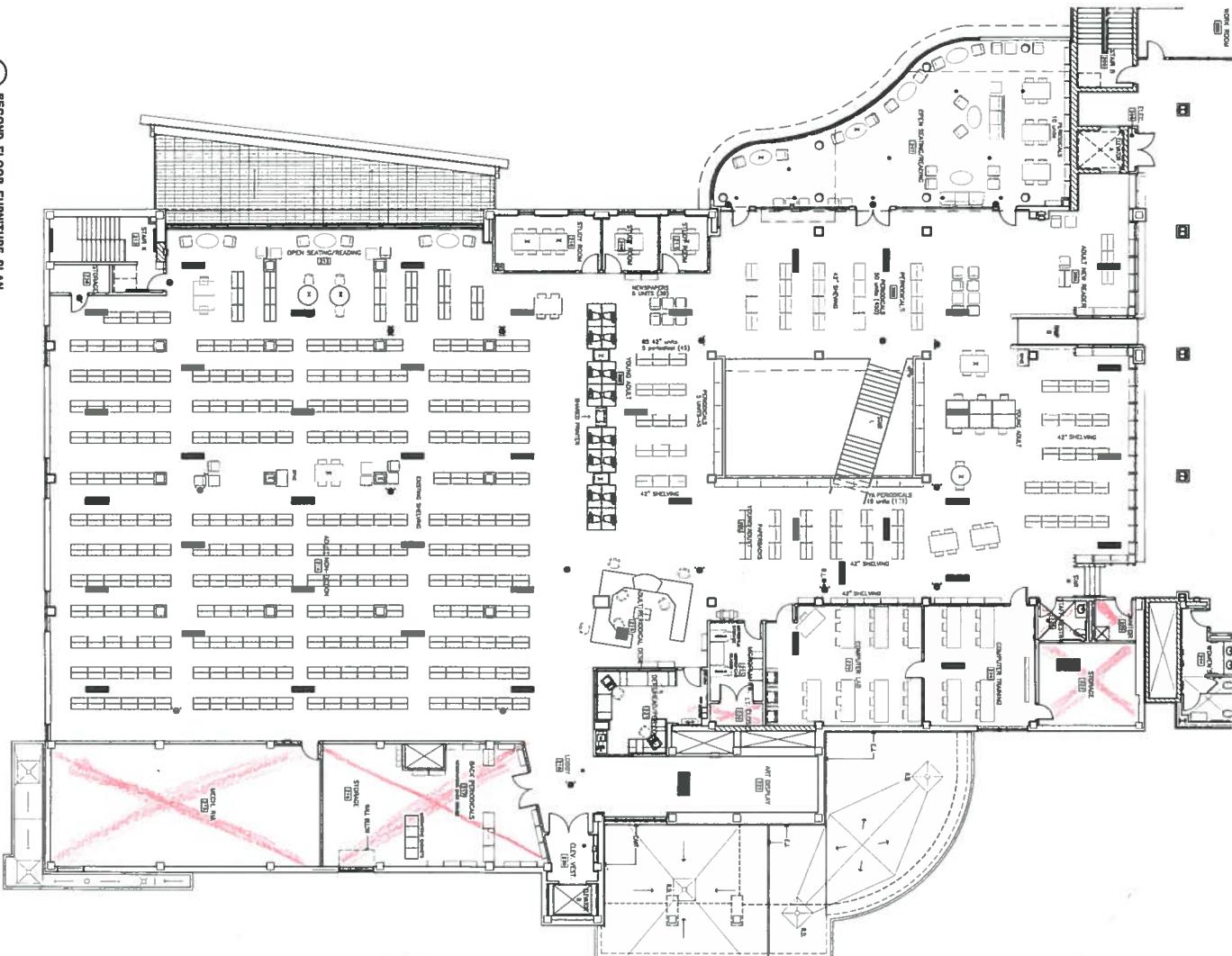
**LOWER LEVEL FURNITURE PLAN - ADDITION
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS**

ITEM NO.	REVISION	REMARKS	DATE
		ISSUE FOR BID	08/08/04
		ADDENDUM #1	08/25/04
		ADDENDUM #2	10/01/04
		ADDENDUM #3	10/08/04
		ISSUE FOR CONSTRUCTION	11/19/04

F4.01

**PURCHASES NOT IN CONTRACT, PLAN IS FURNISHED FOR REFERENCE ONLY.
FURNISHING LOCATIONS SUBJECT TO CHANGE.
COORDINATE LOCATIONS OF ALL POWER AND DATA WITH ARCHITECT AND OWNER.**

1 **SECOND FLOOR FURNITURE PLAN**

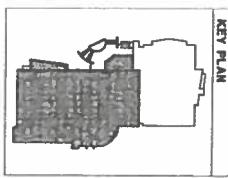
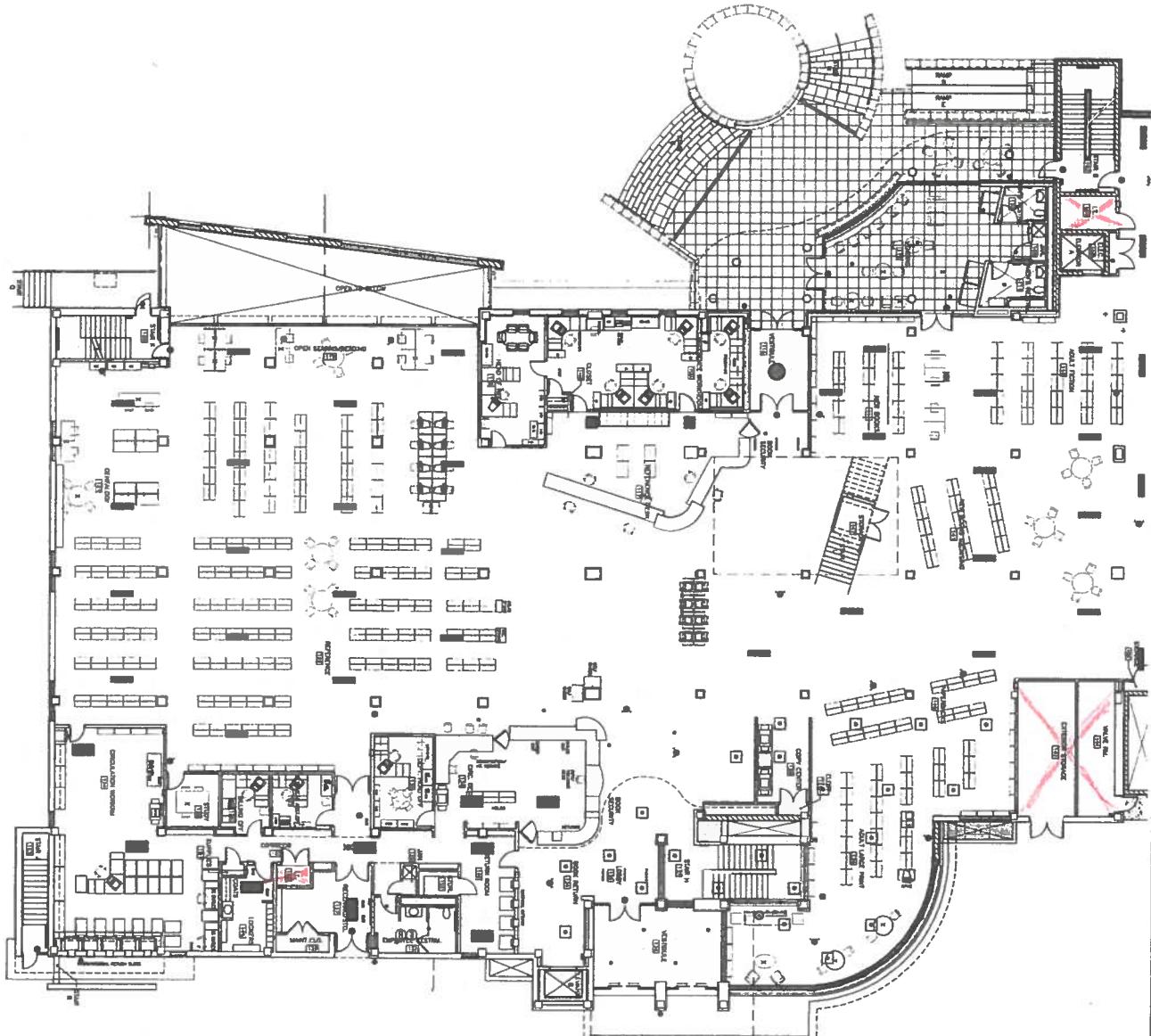


KEY PLAN

**SECOND FLOOR FURNITURE PLAN - RENOVATION
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS**

CONSTRUCTION REFERENCE SET

NU.	REVISION REASON	DATE
1	ISSUE FOR BD	08/20/04
2	ADDENDUM #1	09/25/04
3	ADDENDUM #2	10/01/04
4	ADDENDUM #3	10/08/04
	ISSUE FOR CONSTRUCTION	11/19



BCA

F5.02

FIRST FLOOR FURNITURE PLAN - RENOVATION
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS

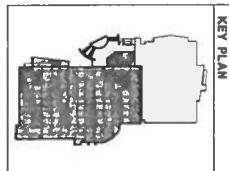
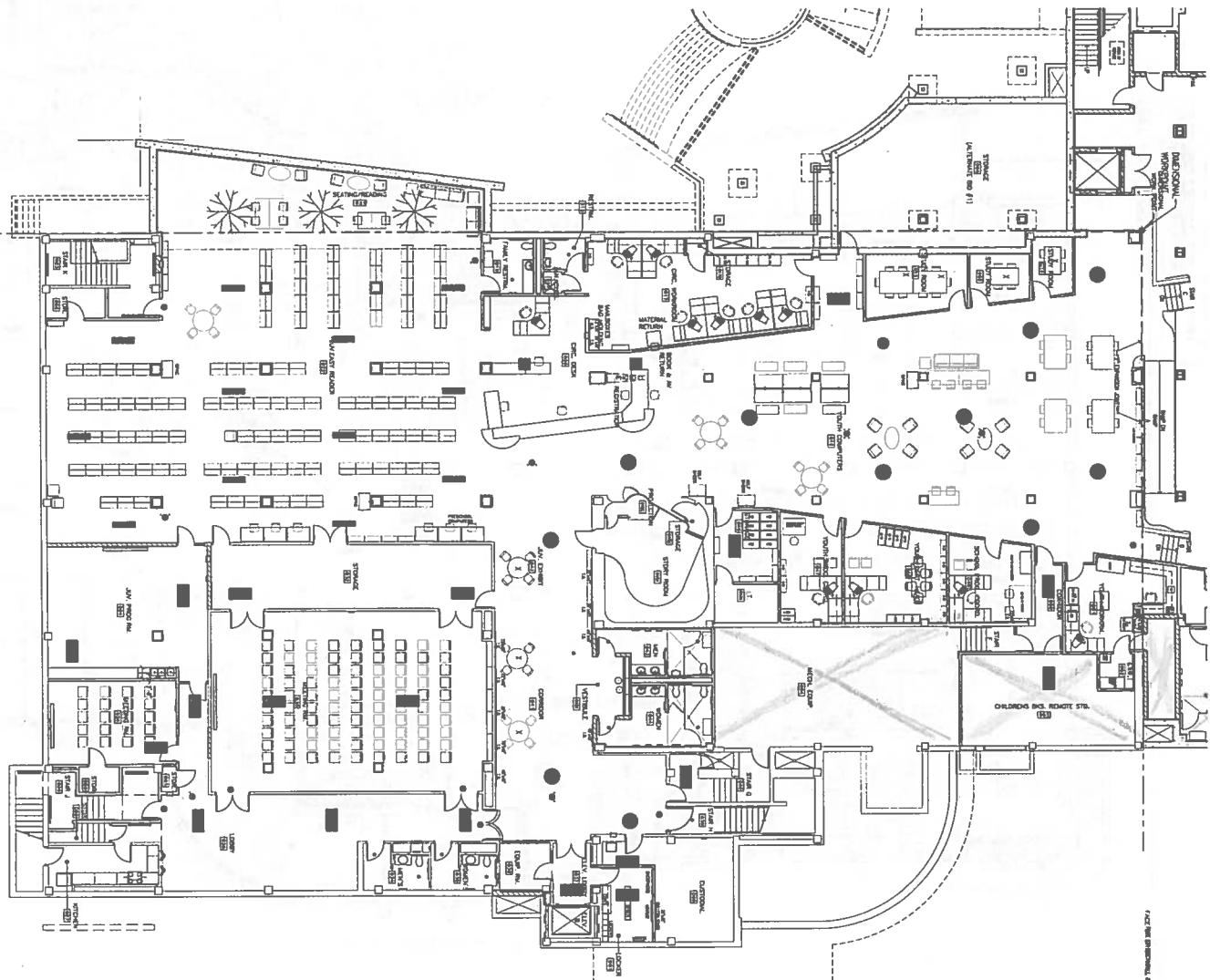
CONSTRUCTION REFERENCE SET

REF.	REFERENCE NUMBER	DATE
1	ISSUE FOR BID	06/01/2010
2	ADDENDUM #1	06/01/2010
3	ADDENDUM #2	06/01/2010
4	ADDENDUM #3	06/01/2010
5	ISSUE FOR CONSTRUCTION	06/01/2010

FURNITURE SET IS COMPLETE AS INDICATED FOR REFERENCE ONLY.
FURNITURE LOCATIONS SUBJECT TO SWING,
COORDINATE LOCATIONS OF ALL FURNITURE AND DECOR WITH ARCHITECT AND OWNER.

1

NEW CONSTRUCTION
EXISTING
LOWER LEVEL FURNITURE PLAN



BCA

LOWER LEVEL FURNITURE PLAN - RENOVATION
WHEATON PUBLIC LIBRARY
WHEATON, ILLINOIS

CONSTRUCTION REFERENCE SET

NO.	REVISION NUMBER
ISSUE FOR BID	
APPENDIX #1	
APPENDIX #2	
APPENDIX #3	
ISSUE FOR CONSTRUCTION	

F5.01

04-05-04
04-05-05

PROPOSAL: Contracted Services: Janitorial Services for City Facilities

Based on Amendment # _____ dated _____

PLEASE SUBMIT 2 Original Proposals AS FOLLOWS:

*This Page, followed by
Contractor Submittal Requirements followed by
Certification of Compliance*

Please do not submit perforated pages, nor bind your proposal in anything other than paper clips.

We hereby agree to furnish and deliver to the City of Wheaton, in accordance with the Terms and Conditions, Specifications, and Contract Requirements as follows:

BUILDING	ROUTINE CLEANING		WINDOW & Skylight WASHING	CARPET CLEANING			UPHOLSTERY CLEANING
	Per Month	Per Year		Cost for ONE time wash	square ft	cost/ sq ft	
Wheaton City Hall	\$	\$	\$		11,039	\$	\$
Wheaton City Hall	\$	\$	\$		1,096	\$	\$
Public Works	\$	\$	\$		2,076	\$	\$
Police Department	\$	\$	\$		6,561	\$	\$
Fire Department #1/38	not applicable		\$	*	4,568	\$	\$
Fire Department #2/39	not applicable		\$	*	1,374	\$	\$
Fire Department #3/37	not applicable		\$	*	1,700	\$	\$
Downtown Train Station	\$	\$	included as part of routine work		not applicable		
College Avenue Train Station	\$	\$	included as part of routine work		not applicable		
Municipal Parking Garage	\$	\$	\$		not applicable		
Wheaton Public Library	\$	\$	\$		122,520	\$	\$
TOTAL ANNUAL COST			\$	\$		\$	\$

*Window washing costs for the Fire Departments includes cleaning of window blinds.

Total Annual Cost \$ _____

Method for cleaning upholstered furniture: _____

OPTION: BIO HAZ CLEANING (for Police Department)	\$	/per HOUR
--	----	-----------

CERTIFICATION OF COMPLIANCE
Contracted Services: Janitorial Services for City Facilities

The undersigned, being first duly sworn an oath, deposes and states that he/she has the authority to make this certification on behalf of the bidder for the product, commodity, or service and:

(A) The undersigned certifies that, pursuant to 720 ILCS Act 5, Article 33E of the Illinois Compiled Statutes, the bidder is not barred from bidding on this contract as a result of a conviction for the violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

(B) The undersigned certifies that, pursuant to 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

(C) The undersigned certifies that, pursuant to 30 ILCS 580/3, Section 3 the bidder deposes, states and certifies it will provide a drug free workplace by complying to the Illinois Drug Free Workplace Act.

(D) The undersigned certifies that, pursuant to 820 ILCS 130/1-12 of the Illinois Compiled Statutes, the bidder, when required, is in compliance to all requirements of the Prevailing Wage Act.

(E) The undersigned certifies that, pursuant to 30 ILCS 570/ Section 5 Article 2 of the Illinois Compiled Statutes, the bidder is in compliance to all requirements of the Employment of Illinois Workers on Public Works Act.

(F) The undersigned certifies that they agree to fulfill all Requirements, Specifications, Terms and Conditions.

(G) The undersigned certifies that they agree to fulfill all Contract Requirements.

(H) The undersigned certifies that they agree to present alternative Greener products/processes to the City for consideration in this work.

Check One:

There are no conflicts of interest; and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm, or your firm's ownership, management or staff will immediately notify the City of Wheaton in writing.

There is an affiliation or business relationship between you, your management or staff, your firm, or your firm's ownership, and an employee, officer, or elected official of the City of Wheaton who makes recommendations to the City of Wheaton with respect to expenditures of money, employment, and elected or appointed positions. Provide any and all affiliations or business relationships that might cause a conflict of interest or any potential conflict of interest. Include the name of each City of Wheaton affiliate with whom you, your firm, or your firm's ownership, management or staff, has an affiliation or a business relationship.

This Business Firm is: (check one)

a Corporation a Partnership an Individual

an LLC

Firm Name: _____

Firm Address: _____

Signature: _____

Print Name: _____

Position: _____

Phone #: _____

Fax #: _____

e-mail address: _____

Date signed: _____

Operational Contact for this work

Name: _____

Phone #: _____

e-mail: _____

Sales Contact

Name: _____

Phone #: _____

e-mail: _____

Billing Contact

Name: _____

Phone #: _____

e-mail: _____

CUSTOMIZED MAILING LABEL FOR SEALED BID

XXXXXX CUT OUT XXXXXX

Cut along outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

SEALED BID – DO NOT OPEN

PROPOSAL FOR:

Contracted Services: Janitorial Services for
City Facilities

PROPOSAL FROM: *(Insert your company name below)*

Proposals due: Thursday, May 19, 2016 prior to 10:00 am local time

Public Bid Opening: Friday, May 20, 2016 10:00 am local time

TO BE OPENED BY PROCUREMENT OFFICER

MAIL TO:

Joan M. Schouten, MBA CPIM CPPB
Procurement Officer
City of Wheaton / City Hall
P.O. BOX 0727
303 West Wesley Street
Wheaton, IL 60187-0727

CONTRACTOR SUBMITTAL REQUIREMENTS

Contracted Services: Janitorial Services for City Facilities

The Contractor shall attach to this proposal:

This completed form

Evidence of Experience and Capabilities:

1. Experience as evidenced by a listing of references from similar projects in size and scope within the past ten (10) years

Complete:

Years in business: _____ Years in business under this name: _____ Years performing this type of work: _____

2. Work History

Complete:

Value of work: completed in past 12 months: \$ _____ now under contract: \$ _____

Number of Clients: serviced in past 12 months: _____ now under contract: _____

Work Specific Knowledge

3. Attach a list of the areas of work that will be performed by a sub-contractor:

Availability and Lead Time

4. Staffed to provide the depth and breadth of the needs for this project as evidenced by the below listing of FTEs in the listed areas as employed *exclusively by your firm*

How many total employees does your company employ in the following:

Full time employees servicing daytime requirements: _____ Part time: _____

Full time employees servicing evening requirements: _____ Part time: _____

What percentage of employee servicing your commercial clientele is assigned to more than one (1) account? _____

Labor Rates (to be reflected on the Price Proposal)

5. To facilitate possible Change Orders, provide a list of hourly rates by job title.

Safe Risk

6. Bid Bond

7. An Insurance Certificate as evidence that the company is insured

Complete:

Has your firm: Failed to complete a contract? Yes No

Been involved in bankruptcy or reorganization? Yes No

Pending judgment claims or suits against firm? Yes No

Have you had any: OSHA fines within the last three (3) years? Yes No

Job related fatalities within the last five (5) years? Yes No

If you have answered Yes to any of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.

This number must appear
on all invoices and documents

No. C -----

**Agreement Between the City of Wheaton, Illinois
and _____**

Contracted Services: Janitorial Services for City Facilities

This Agreement is entered into by and between the City of Wheaton, an Illinois municipal corporation ("City"), 303 West Wesley Street, Wheaton, IL 60187, and _____ ("Contractor"), _____, _____, _____

WITNESSETH:

Whereas, the City has determined that it is necessary to hire a contractor to provide labor, and/or materials and/or equipment to perform Janitorial Services for City Facilities (hereinafter the "Work") as more fully recited in the Invitation to Bid issued May 2016, which is incorporated herein as Exhibit A [Exhibit A will be the City Solicitation Package.]; and

Whereas, the City has heretofore requested proposals for the work, materials, and services necessary to perform the services and complete all the work as specified in Exhibit A; and

Whereas, the Contractor did submit a proposal to the City for the Work specified, which is attached hereto and incorporated herein as Exhibit B [Exhibit B will be the proposal.]; and

Whereas, the City did on the _____ day of _____, select the Contractor for the work specified in this Agreement and Exhibits.

Now, therefore, for in consideration of their mutual promises, terms, covenants, agreements, and conditions recited in this Agreement, the City and the Contractor hereto do hereby agree as follows:

1. Scope of Services. The Recital paragraphs are incorporated herein as substantive terms and conditions of this Agreement and as representing the intent of the Parties. Any inconsistency between the Work as stated by the City and the work as proposed by the contractor shall be controlled by the Work as stated by the City unless specifically varied in writing to the contrary in this paragraph.

The Contractor shall furnish all labor, materials, and equipment to provide and perform the Work. The Contractor represents and warrants that it shall perform the Work in a manner consistent with the level of care and skill customarily exercised by other professional contractors under similar circumstances. The contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Work. The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under this contract, or in any way whatsoever with the Work.

2. Compensation. The City shall compensate the Contractor according to the terms of the Contractor's proposal which is attached hereto as Exhibit B,

3. Waivers of Lien: The City reserves the right to require waivers of lien before payment where the City deems it to be in its best interest to do so.

4. Term of Agreement. This Agreement shall commence on July 1, 2016 and shall terminate on June 30, 2018. The City, at its option, may extend this Agreement for an additional term if the Contractor holds firm to the original proposal prices, conditions, and specifications.

5. Time is of the Essence; Time is of the essence in the performance of all the terms and conditions of this agreement. Failure to meet stated terms may result in Liquidated Damages.

6. Additional Services. The Contractor shall provide only the Work specified in this Agreement and attached Exhibits. In the event the Contractor, Engineer or the City determines that additional goods and/or services are required to complete the Work, such additional goods shall not be provided and/or such additional services shall not be performed unless authorized in writing by the City via the attached change order form [Exhibit C will be the Change Order Form.];. Terms, frequency, and prices for additional work shall be as mutually agreed upon in writing by the City and the Contractor.

7. Integration. The provisions set forth in this Agreement represent the entire agreement between the parties and supersede all prior agreements, contracts, promises, and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Agreement. This Agreement may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and signed by each party via change order or amendment. No course of conduct before, or during the performance of this Agreement, shall be deemed to modify, change or amend this Agreement.

8. Waiver. Any failure of either the City or the Contractor to strictly enforce any term, right, or condition of this Agreement, whether implied or expressed, shall not be construed as a waiver of such term, right, or condition.

9. Compliance with Laws. The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations, and all City ordinances, rules and regulations now in force or hereafter enacted, in the provision of the goods and/or performance of the services required under this Agreement.

10. Freedom of Information Act: The Contractor shall, within twenty four hours of the City's request, provide any documents in the Contractor's possession related to the contract which the City is required to disclose to a requester under the Illinois Freedom of Information Act. This provision is a material covenant of this Agreement. Contractor agrees to not apply any costs or charge any fees to the City regarding the procurement of records required pursuant to a FOIA request. Should Contractor request that City utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fee, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify, and hold harmless City, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to City.

11. *Discrimination Prohibited.* The Contractor shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101 et seq. (1992 State Bar Edition), and with all rules and regulations established by the Department of Human Rights. The Contractor agrees that it will not deny employment to any person or refuse to enter into any contract for services provided for in this Agreement to be performed on its behalf on the basis of unlawful discrimination as defined in the Illinois Human Rights Act.

12. *Prevailing Wage:* Where applicable, the contractor and any subcontractors shall comply with all provisions of the Prevailing Wage Act, 820 ILCS 130/1 et seq., or any successor statute, and the documents entitled "Special Provisions for: Wages of Employees on Public Works," and "DuPage County Prevailing Wage for ..." which are attached hereto and incorporated as an Addendum. Rates reflected in the Addendum are subject to change. The City of Wheaton provides no legal advice or opinion whether the Act is or is not applicable to this contract.

13. *Status of Independent Contractor.* Both City and Contractor agree that Contractor will act as an Independent Contractor in the performance of the Work. Accordingly, the Independent Contractor shall be responsible for payment all taxes including federal, state, and local taxes arising out of the Contractor's activities in accordance with this agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Contractor further acknowledges under the terms of this Agreement, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Contractor is not in any way authorized to make any contract, agreement, or promise on behalf of City, or to create any implied obligation on behalf of City, and Contractor specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Contractor, except those specifically identified in this Agreement. City shall not have the authority to control the method or manner by which Contractor complies with the terms of this Agreement.

14. *Assignment; Successors and Assigns.* Neither this Agreement, nor any part, rights or interests hereof, may be assigned, to any other person, firm or corporation without the written consent of all other parties. Upon approval of assignment, this Agreement and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

15. *Non-disclosure.* During the course of the Work Contractor may have access to proprietary and confidential information including, but not limited to, methods, processes, formulae, compositions, systems, techniques, computer programs, databases, research projects, resident name and address information, financial data, and other data. Contractor shall not use such information for any purpose other than described in this Agreement and Exhibits and shall not directly or indirectly disclose or disseminate such information to any third party without the express written consent of the City.

16. *Hold Harmless and Indemnification.* The Contractor shall defend, hold harmless, and indemnify the City, its directors, officers, employees, agents, and elected officials, in whole or in part from and against any and all liabilities, losses, claims, demands, damages, fines, penalties, costs, and expenses, judgment, or settlement, including, but not limited to, reasonable attorneys' fees and costs of litigation including reasonable expert witness, and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with directly or indirectly, the negligent acts,

errors, omissions, or intentional acts or omissions, or omissions of any agent, subcontractor, or contractor hired to perform any services on behalf of the Contractor.

17. Patents: The successful contractor agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material process, article, or device that may enter into the manufacture and construction, or form a part of the work covered by the contract.

18. Termination of Contract. If the Contractor fails to perform according to the terms of this Agreement, then the City may terminate this Agreement upon seven (7) days written notice to the Contractor. In the event of a termination, the City shall pay the Contractor for services performed as of the effective date of termination, less any sums attributable, directly or indirectly, to Contractor's breach. The written notice required under this paragraph shall be either (i) served personally during regular business hours; (ii) served by facsimile data transmission during regular business hours; (iii) by e-mail or (iv) served by certified or registered mail, return receipt requested, addressed to the address listed in this Agreement with postage prepaid and deposited in the United States mail. Notice served personally and by facsimile data transmission shall be effective upon receipt, and notice served by United States mail shall be effective three (3) business days after mailing.

19. Cancellation for Unappropriated Funds: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

20. Default. In case of default by the contractor, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code. The City reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract, fails to make delivery within the time stated, becomes insolvent, suspends any of its operations, or if any petition is filed or proceeding commenced by or against the Seller under any State or Federal law relating to bankruptcy arrangement, reorganization, receivership, or assignment for the benefit of creditors. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

21. Force Majeure. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military disturbance, or war, which are beyond the control of such non-performing party.

22. Other Entity Use. The Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices and terms and conditions, if agreed to by both the Contractor and the other municipality or governmental agency.

23. Notification. All notification under this Agreement shall be made as follows:

If to the Contractor:

Contractor Name

Attn: Contact Person

Street Address

City, State, Zip Code

Fax #

If to the City:

City of Wheaton

Attn: City Clerk

303 West Wesley Street Box 727

Wheaton, IL 60189-727

Fax # 630-260-2017

e-mail

e-mail cityclerk@wheaton.il.us

24. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.

25. **Recovery of Costs.** In the event the City is required to file any action, whether legal or equitable, to enforce any provision of this Agreement, the City shall be entitled to recover all costs and expenses incurred as a result of the action or proceeding, including expert witness and attorney's fees, if so provided in any order of the Court.

26. **Governing Law.** This agreement is governed by the laws of the State of Illinois. Exclusive jurisdiction for any litigation involving any aspect of this Agreement shall be in the Eighteenth Judicial Circuit Court, DuPage County, Illinois.

In Witness Whereof, the parties have entered into this _____ day of *month, year*.

City of Wheaton, an Illinois municipal corporation

By _____ date _____
Donald B. Rose, City Manager

Attest:

Sharon Barrett-Hagen, City Clerk

Contractor Name

By _____ date _____

Attest:

Special Provisions for: Insurance Coverage for Contractual Services

The Contractor and each of its agents, subcontractors, and consultants hired to perform the Work, shall purchase and maintain during the term of this contract insurance coverage which will satisfactorily insure the Contractor and where appropriate, the City against claims and liabilities which may arise out of the Work. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the City. The insurance coverages shall include, but not necessarily be limited to, the following:

- **Worker's Compensation Insurance** with limits as required by the applicable statutes of the State of Illinois. The employer's liability coverage under the worker's compensation policy shall have limits not less than **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** and each accident/injury and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** each employee/disease and **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** policy limit. The workers compensation policy shall provide a waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), to the City.
- **Commercial General Liability Insurance** protecting the Contractor against any and all liability claims which may arise in the course of performance of this contract. The limits of liability shall be not less than **ONE MILLION DOLLARS (\$1,000,000)** each occurrence bodily injury/property damage combined single limit and **ONE MILLION DOLLARS (\$1,000,000)** aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis. Completed Operations coverage shall continue for a period of two years after completion of the project. XCU coverage shall be included.
- **Commercial Automobile Liability Insurance** covering the Contractor's owned, non-owned, and hired vehicles which protects the Contractor against automobile liability claims whether on or off of the city's premises with coverage limits of not less than **ONE MILLION DOLLARS (\$1,000,000)** per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the City as an additional insured on a primary and non-contributory basis.
- **Umbrella or Excess Liability Insurance** coverage of not less than **ONE MILLION (\$1,000,000)** per occurrence.

Nothing herein set forth shall be construed to create any obligation on the part of the City to indemnify Contractor for any claims of negligence against Contractor or its agents, employees, subcontractors or consultants. Prior to commencement of any work under this Agreement, Contractor shall file with the City the required original certificates of insurance with endorsements, including those of subcontractors, which shall clearly state all of the following:

- A. The policy number; name of insurance company; name and address of the agent or authorized representative; name, address, and telephone number of the insured; project name and address; policy expiration date; and specific coverage amounts; and
- B. That the City of Wheaton (including its agents, elected officials, officers and employees) is named as an additional insured under all coverage, except Workers' Compensation, and that all such coverage shall be primary and non-contributory for the City, its agents, elected officials, officers, and employees. A

waiver of subrogation (aka Waiver of our Right to Recover from Others Endorsement), on all coverages shall be provided; and

- C. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions; and
- D. Contractor's insurance is primary with respects to any other valid or collectible insurance City may possess, including any self-insured retention that City may have; and
- E. Any deductibles or self-insured retention shall be stated on the certificates of insurance provided to the City; and

In addition to all of the insurance requirements identified above and contained on the certificates of insurance, all policies of insurance coverage under this section shall also be subject to the following requirements.

- F. All insurance carriers providing coverage under this Agreement shall be authorized to do business in the State of Illinois and shall be rated at least A:VI in A.M. Best and Companies Insurance Guide or otherwise acceptable to the City.
- G. The City of Wheaton shall have the right to reject the insurer/insurance of the contractor or any subcontractor; and
- H. Occurrence policies are preferred. The city may accept claims made policies for Professional Liability or Pollution/Environmental Liability on a case by case basis providing the contractor purchases a claims made policy for four (4) years past the contract completion date.
- I. The City will consider deductible amounts as part of its review of the financial stability of the bidder; and
- J. No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents; and
- K. The City may require increases in Contractor's insurance coverage amounts over the course of this Agreement as it deems necessary so long as it reimburses Contractor for the actual increase in Contractor's insurance premiums attributable to the City's requested increase; and
- L. Insurance coverage required by this contract shall be in force throughout the Contract Term and upon written request by the City, the Contractor shall, within 7 days, provide to the City acceptable evidence of current insurance. Should the Contractor fail to provide acceptable evidence of current insurance following written request, the City shall have the absolute right to terminate the Contract without any further obligation to the Contractor; and
- M. Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it; and
- N. All existing structures, utilities, roads, services, trees, shrubbery and landscaping shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract.

END OF SPECIAL PROVISIONS FOR INSURANCE COVERAGE FOR CONTRACTUAL SERVICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). A waiver of subrogation is required.

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 1,000,000
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	HIRED AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB		OCCUR					\$
	EXCESS LIAB		CLAIMS-MADE				EACH OCCURRENCE	\$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	N / A				WC STATUTORY LIMITS	OTHE- R
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	Professional Liability and Errors and Omissions: Owners/Contractors Protection XCU Coverage Included with General Liability Pollution/Environmental Liability						E.L. DISEASE - POLICY LIMIT	\$ 500,000
								\$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bid/Project Name or Contract Name and #
Contractor
Contact
Address
Phone #, Email Address, Fax #

- The City of Wheaton is an additional insured on a primary and non-contributory basis on all insurance policies with respect to Liability.
- Endorsements and a Waiver of Subrogation shall be provided for all policies with each updated certificate.
- Contractors: It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements.

CERTIFICATE HOLDER

CANCELLATION

City of Wheaton
303 West Wesley Street
PO Box 727
Wheaton, IL 60187-0727

Attn: Procurement Officer
(fax) 630-260-2017

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract #: _____
Contract Addendum #: _____
For Office Use Only

Agreement Between the City of Wheaton, IL
And

XXX

Change Order #

Change Order required due to:

- Changed/Unforeseen Condition
- Change in Scope
- Errors and Omissions
- Other: _____

Type of Change Order:

- Fixed Cost of \$ _____
- Time & Materials, not to exceed: \$ _____
- Emergency Change, not to exceed \$ _____
- Extension of Completion Date

Attached is: Service Providers Proposal; Description of Change

Cost and Schedule Control Summary

If this section is left blank, Change Order will not result in additional charges:

If this section is left blank, Change Order will not result in additional time to complete the project:

Original Contract Amount \$ _____
Previous COs Adds/Deducts \$ _____
This CO Add/Deduct \$ _____
Revised Contract Amount \$ _____

Original Contract Duration _____ days
Previous COs Add/Deduct _____ days
This CO Add/Deduct _____ days
Revised Contract Duration _____ days
Revised Contract Completion Date _____

The compensation (time and cost set forth in this Change Order comprises the total compensation due the Service Provider, all subcontractors, and all suppliers, for the work or change defined in this Change Order, including impact on the unchanged work. By signing the Change Order, the Service Provider acknowledges and agrees on behalf of himself, all subcontractors, and all suppliers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment interruptions of schedules, extended field overhead costs, delay, and all impact, ripple effect or cumulative impact on all other work under this contract. The signing of the Change Order indicates that the Change Order constitutes full mutual accord and satisfaction of subcontractors, and all suppliers, as a result of the change. The Service Provider on behalf of himself, all subcontractors and all suppliers, agrees to waive all rights, without exception or reservation of any whatsoever to file any further claim related to the Change Order. No further claim or request for equitable adjustment of any type shall rise out of or as a result of this Change Order or the impact of this Change Order on the remainder of the work under this Contract.

All terms and Conditions of the original contract apply to this Change Order and remain the same and in full force and effect.

Project Manager: _____ Date: _____

Department Head: _____ Date: _____

Finance: _____ Date: _____

City Manager: _____ Date: _____

Service Provider: _____ Date: _____

Upon approval, forward this document to Procurement for Amendment of Contract.