

NOTICE TO BIDDERS

**THIRD SHIFT CUSTODIAL SERVICES FOR
WILMETTE PARK DISTRICT
WILMETTE, ILLINOIS
60091**

Sealed bids will be received by the Wilmette Park District ("Owner") for custodial services at a number of its facilities under the terms and conditions stated herein:

1. **TIME AND PLACE FOR SUBMISSION AND OPENING OF BIDS:** Sealed bids for the Work, as described below, will be received until and will be opened and read at the offices of:

**Wilmette Park District
Community Recreation Center
3000 Glenview Road
Wilmette, Illinois
60091-1016**

on **Tuesday, January 30, 2024 at 10:00 A.M.** ("Bid Opening"). All bids will be acted upon at a later time and place by the Park District Board but in no case more than thirty (30) days from the Bid Opening.

2. **AVAILABILITY OF BID DOCUMENTS:** Bid Documents, consisting of this Notice to Bidders, Specifications, Bid Form, and Contract Form and General Conditions, may be obtained from the Wilmette Park District, 1200 Wilmette Avenue, Wilmette, Illinois, 60091, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, up to the time of the Bid Opening.
3. **REJECTION OF BIDS:** The Wilmette Park District reserves the right to accept or reject any or all bids or bidders and to waive any or all informalities and technicalities.
4. **DESCRIPTION OF THE WORK:** The successful bidder must perform on-going daily third shift custodial services at various locations as described in the attached Specifications. Contractor shall provide all necessary or required equipment in operable and good quality condition and all high quality, non-toxic cleaning supplies at their own expense. Contractor shall provide insurance and bonding in the amounts stated in the Bid Documents at their own expense. The Contractor shall pay any and all costs in relation to their compensation of Contractor's employees including but not limited to insurance, social security, payroll taxes, uniforms or any and all benefits or requirements of laws and regulations. Contractor shall pay and be responsible for all taxes and all tax liability resulting from the Work. The Contractor will be responsible for any or all damage to persons or properties that are as a result of their Work. The Contractor will be responsible for any or all theft resulting from their employees.

5. WORK LOCATIONS (all facilities are located within Wilmette, Illinois):

- Wilmette Golf Clubhouse, 3900 Fairway Drive
- Centennial Recreation Center, 2300 Old Glenview Road, including:
 - Centennial Family Aquatic Center (Seasonal)
 - Centennial Ice Rink
 - Centennial Tennis Club
- Community Recreation Center, 3000 Glenview Road
- Mallinckrodt Community Center, 1041A Ridge Road
- Lakeview Center, 800 Gillson Park Drive
- Platform Tennis Hut, 3551 Lake Ave
- Gillson Beach House washrooms, 101 Lake Ave (Seasonal)

6. BID SECURITY: All proposals must be accompanied by a bid guarantee consisting of a bidder's bond, cashier's check, or certified check in an amount no less than 10 percent (10%) of the total amount of the bid.**7. OWNER'S REPRESENTATIVE:**

Kristi Solberg
 Superintendent of Park and Planning
 Wilmette Park District
 3000 Glenview Road
 Wilmette, Illinois 60091-1016
 Phone: 847/256-9639
 Fax: 847/256-8912

8. EXAMINATION OF CONTRACT AND PREMISES: There will be a mandatory pre-bid conference on **Tuesday, January 23 at 8:00 A.M.** The meeting will be held at 3000 Glenview Road. It is the responsibility of the Bidder to familiarize themselves with the Work Locations by making a personal inspection of the premises. It is the bidder's responsibility to fully understand the scope and magnitude of the Work. The submission of a Bid indicates the willingness and ability of the Bidder to perform the Work under the terms of the Contract Form included in the Bid Documents.**9. SCHEDULE:** **The Contract will be effective at 12:01 A.M. on Friday, March 1, 2024.** Work must be done on a **third shift** basis seven (7) days per week. Most Work Locations operate on schedules that **keep them open until 10:00 p.m.** or later on a regular basis and most open at 6 a.m. or earlier.

Most facilities are open, at least on a minimum basis 365 days per year. The only day during the entire year that all facilities are closed is Christmas Day.

10. METHOD OF PAYMENT: Payment within thirty (30) days of submission of an invoice and satisfactory completion of the portion of the Work for which the invoice is presented. The Park District will not prepay the Contractor for Work not yet performed.

11. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall be required to comply with all federal, state and local laws, rules, and regulations applicable to the performance of the Work and the conduct by the Contractor of its business, including without limitation those pertaining to equal employment opportunity and unlawful discrimination and occupational safety and health.

By order of the President and Board of Commissioners of the Wilmette Park District, Wilmette, Illinois.

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INSTRUCTIONS TO BIDDERS

BIDDER'S KNOWLEDGE

- A. Bidder is expected to be familiar with Specifications and any and all conditions, requirements and/or specifications that could affect their performance of the Work before they submit their Bid.
- B. Bidder must make a personal inspection of the Work Locations as described in the Notice to Bidders and is responsible for knowledge of any factors or circumstances which might affect their performance of the Work. Bidder may contact Owner's Representative if they wish to schedule an inspection of the Work Locations. No inspection will be permitted on the day of Bid Opening.
- C. By submitting a bid, a bidder represents and agrees that it has visited the Work Locations and is fully familiar with and satisfied itself with respect to all aspects of the Work Locations and with its own business capabilities that may affect its performance of the Work, including without limitation (i) the physical layout of and improvements and personal property and fixtures located at or on, and the Owner's use and operation of, the Work Locations, other relevant aspects of the Work Locations and the conditions under which the Work is to be performed, and any difficulties associated therewith, and (ii) the availability of a qualified labor force and equipment and supplies necessary and sufficient to perform the Work in accordance with the Bid Documents, and all costs associated therewith.
- D. By submitting a bid a bidder represents and agrees that it has carefully read all of the Bid documents, and correlated its personal observations of the Work Locations with the requirements thereof, and requested in writing and obtained in writing any clarifications it required with respect to any conflicts, inconsistencies or ambiguities in, between, or among the Bid Documents and its personal observations; that the Bid Documents are full and complete; and together with the actions required to be taken, and represented by the bidder to have been taken, by the bidder as stated above, are sufficient to have enabled the bidder to determine the cost and requirements of performance of the Work; and the omissions from the Bid Documents of minor details or requirements which ordinarily are expected, to be included in or form a part of first class custodial services of the general type indicated, or are necessary to the performance of the Work or results expected from the performance of the Work as indicated in the Bid documents shall not be cause for any extra cost but shall be included as if specifically mentioned or detailed.

TYPE OF BID

Bids shall include a price for all labor, equipment and materials for performance of the Work at all Work Locations listed in the Proposal form. **BIDDERS MUST BID ON ALL WORK LOCATIONS and must fill in all cost items/blanks listed under each Work Location. Failure of a bidder to bid on all Work Locations and the provide information on all cos items/fill in all blanks listed under each Work Location, shall be the basis for immediate rejection of the bid as non-responsive.**

SUBMISSION OF BID

- A. Bids must be prepared on the Bid Form, properly signed included within these documents. Bids must be submitted in duplicate. Bidder must retain a copy of each for their use.
- B. Submit bid in sealed opaque envelope that shall be marked with bidder's return address, and shall be addressed as follows:

TO: Wilmette Park District
3000 Glenview Road
Wilmette, Illinois
60091-1016
Attention: Kristi Solberg
Superintendent of Parks and Planning

PROPOSAL FOR: CUSTODIAL SERVICES

- C. All signatures shall be in handwriting, and no Bid will be considered unless properly signed by the Bidder or their legally authorized agent or representative, with addresses given in the correct spaces provided in the Bid Form and in accordance with the directions set forth opposite the signature spaces. If the bidder is a partnership, all partners shall sign the Bid Form. If the bidder is a corporation, the President shall sign the Bid Form as well as the Secretary attesting.
- D. To be considered the completed Bid must contain fully and properly executed copies of the following:
 - 1) Bid Form, including Bid Security.
 - 2) Specifications.
 - 3) Contractor Compliance and Certifications Attachment
- E. Unless otherwise stated in the Detailed Specifications all Bids shall be binding on the Bidder for sixty (60) calendar days following the Bid Opening.

BID SECURITY

- A. A Bid Security in the form of Bid Bond signed by a surety company authorized to do business in Illinois, or cashier's check, or certified check in the amount of ten (10) percent of the total bid price shall be included with the bid.
- B. Bid Security must be payable to the Wilmette Park District. If bidder fails or refuses to enter into a contract and/or furnish a required Surety Bond within twenty-one (21) days after acceptance of the Bid by Owner, the Bid Security of the Bidder shall be retained by and become the property of the Owner as liquidated damages, it being now agreed that such sum is a fair estimate of the amount of damages that said Owner will sustain due to the Bidder's failure to enter into the Contract and/or to furnish said Surety Bond.

BIDS FOR ALL OR PART: Unless otherwise specified by the Owner, the Owner reserves the right to make award on all items, or on any of the items according to the best interests of the Wilmette Park District. Bidder may restrict their Bid to consideration in the aggregate by so stating but should name a unit price on each item bid upon; any Bid in which the Bidder names a total price for all the articles without quoting a price on each and every item will be considered informal.

- C. Bid Security of all Bidders, except the three lowest responsible Bidders will be returned thirty (30) days after the Bid Opening. The remaining Bid Securities will be returned within twenty-one (21) days after the Park District Board has awarded the Contract and the required appurtenances to the Contract have been received.

LATE BIDS, ERRORS IN BIDS, WITHDRAWAL OF BIDS

Bids will be opened precisely at the assigned time. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the Bid Opening will not be considered.

A written request for the withdrawal of a bid will be granted if the request is received by the Park District prior to the Bid Opening. No bid may be withdrawn for a period of sixty (60) calendar days thereafter.

When an error is made in extending total prices, the unit price will govern. The Bidder prior to submission of the Bid must initial erasures, etc.

TAXES

Amounts payable by the Contractor or Owner on account of taxes imposed by taxing authorities upon sale, purchase or use of materials and equipment are payable by the Contractor. The Wilmette Park District is exempt from Illinois Retailer's Occupational Tax (Sec. IROETA), the Illinois Use Tax (Sec. 3, IUTA), and the Federal Excise tax as an exempt entity (Sec. 4222, IRC).

EMPLOYMENT REQUIREMENTS

- A. The Bidder must agree to abide by the provisions of the Equal Employment Opportunity Act, the Americans with Disabilities Act, (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment practices Commissioner's Rules and Regulations for Public Contracts and at the Owner's request shall provide documentation of such.
- B. The Bidder must represent that it has in full force and effect a written sexual harassment policy meeting the requirements as stated in the Bid Form.
- C. The Criminal Code of 1961 mandates that every bid submitted to and contract executed by the State of Illinois of a unit of local government shall contain a certification by the contractor that the contractor is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or 33E-4 of the Code. Such a certification is included as part of the Bid Form.

COMPLIANCE WITH APPLICABLE LAWS

- A. The successful bidder shall be required to comply with all federal, state and local laws, rules and regulations applicable to the performance of the Work or the business and employment practices of the bidder, including without limitation (i) the provisions of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Human Rights Act, the Illinois Human Rights Commission's Rules and Regulations for Public Contracts; (ii) the Illinois Criminal Code prohibitions with respect to bid rigging and bid rotating; (iii) the Illinois Drug Free Workplace Act, federal and state occupational health and safety laws, rules and regulations and environmental laws, rules and regulations, and at the Owner's request shall provide documentation of such.
- B. Every bidder is required to submit with its bid a properly completed and signed Contractor's Compliance and Certifications Attachment, the form of which is included in the Bid Documents.
NOTE: the failure of a bidder to submit this form with its bid shall be cause for the immediate rejection of the bid as not responsive. The Contractor's compliance and Certifications Attachment of the successful bidder will be attached to and become a part of its Contract with the Owner.

AWARD OR REJECTION OF BIDS

The Contract will be awarded to the lowest responsible Bidder or any other Bidder determined by the Owner to be in the best interest of the Wilmette Park District complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the Park District to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Park District upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Wilmette Park District, or had failed to perform faithfully and previous contract with the Wilmette Park District. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the Park District.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- a. The ability, capacity, and skill of the Bidder to perform the service required within the specified time.
- b. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.
- c. The quality of performance of previous contracts or services with the Wilmette Park District or other clients.
- d. The previous and existing compliance by the Bidder with laws and ordinances relating to previous contracts with the Park District, the Bidder's employment practices, and compliance with ADA requirements.
- e. The sufficiency of the financial resources and ability of the Bidder to perform the contracts or provide the services.
- f. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- g. The number and scope of conditions attached to the Bid.
- h. Such other information as may be secured by the Owner having a bearing on the decision to make the award.

EXECUTION OF CONTRACT

- A. Successful bidder shall, within twenty-one (21) calendar days after acceptance of the Bid by the Owner, enter into written contract (a copy of which is included with these Instructions) and furnish an acceptable and satisfactory Surety Bond with the Owner for performance of the Work awarded to them.
- B. Contract, when executed, shall be deemed to include the entire agreement between parties. Contractor shall not claim any modification resulting from any written or oral representations or promises made by representatives of the Owner or other persons.
- C. The Contractor shall supply the Owner, within twenty-one (21) days of acceptance of the Bid by the Owner, copies of required certificates of insurance naming the Wilmette Park District as additional insureds. Performance Bonds will also be provided prior to the commencement of work.

COMMENCEMENT OF WORK

Work will not be started until all applicable state and local permits, licenses, and or bonds, have been obtained.

Contractor shall obtain and maintain all applicable federal, state or local permits, licenses or authorizations prior to commencement of the Work. **A Business License must be obtained, and maintained, from the Village of Wilmette.**

BID FORM

Owner: Wilmette Park District
 3000 Glenview Road
 Wilmette, Illinois
 60091-1016

Bidder: _____ Name
 _____ Address
 _____ City
 _____ Phone
 _____ Fax
 _____ Email

Wilmette Park District:

After reviewing the Bid Documents and having inspected the Work Locations, we agree to furnish all labor, materials, equipment and services and other items needed to complete the Work known as **Third Shift Custodial Services**.

We also agree to execute a contract with the Owner for the Work and present an executed copy of the contract in the form attached hereto and provide the required Surety Bond to the Owner within twenty-one (21) days after acceptance of our Bid by you.

We also agree that we will commence work no later than the date specified and complete it within the time frame given. Any requests for extensions shall be submitted in writing to the Owner's Representative. Should the work not be completed within a time frame agreed upon by the Park District, the Owner shall withhold from the Contract such amounts as are needed to complete the work and cover loss in revenues.

We also agree to supply the Wilmette Park District with a Surety Bond as defined in the Contract, in the amount of the Contract. The Surety will act as guarantee of the contractor's work in relationship to the Contract. We will also supply the Wilmette Park District with Certificates of Insurance naming the Wilmette Park District as additional insureds under the terms required in the Bid Document. As a Bid Security we have attached a cashier's check, certified check or bid bond in the amount of ten (10) percent of the bid price made payable to the Wilmette Park District.

ATTACH CHECK OR BOND HERE

**PROPOSAL FOR PROVIDING
CUSTODIAL SERVICES FOR THE
WILMETTE PARK DISTRICT**

Provide Breakdown of Cost for the Work Locations Below:

Wilmette Golf Course Clubhouse
Centennial Recreation Complex
Community Recreation Center
Mallinckrodt Community Center
Lakeview Center
Platform Tennis Hut
Gillson Beach House Washrooms

Wilmette Golf Course Clubhouse

Number of people working per day	_____
Daily employee hours to clean	_____
Monthly Cost	_____

Centennial Recreation Complex (Aquatic Center open May 1st – October 5th)

Number of people working per day	_____
Daily employee hours to clean	_____
Monthly Cost	_____

Community Recreation Center

Number of people working per day	_____
Daily employee hours to clean	_____
Monthly Cost	_____

Mallinckrodt Community Center

Number of people working per day	_____
Daily employee hours to clean	_____
Monthly Cost	_____

Lakeview Center

Number of people working per day _____

Daily employee hours to clean _____

Monthly Cost _____

Platform Tennis Hut

Number of people working per day _____

Daily employee hours to clean _____

Monthly Cost _____

Gillson Beach House Washrooms (May 15th to September 15th)

Number of people working per day _____

Daily employee hours to clean _____

Monthly Cost _____

**Total Monthly Janitorial Cost
for All Work Locations:** _____

**Custodial Maintenance Services
Wilmette Park District
Wilmette, Illinois 60091 ("Contract")**

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

Contractor: _____

Signed: _____

(Signature of Authorized Officer)

Printed Name of Signatory _____

As Its: _____

(Title of Signatory)

Dated: _____, 2024

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that they are authorized to act on behalf of Contractor, and that they executed the foregoing certificate as their free act and deed and as the act and deed of Contractor.

Dated: _____, 2024

Notary Public _____

[Notary Seal]

**Bidder's Certification Form
Certifying Compliance with the Sexual Harassment Provision
of the Illinois Human Rights Act**

As part of their Bid on the above referenced Contract, the undersigned ("Contractor") hereby certifies that as part of their Bid on the above referenced Contract, that they have enacted and have in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) including at least the following:

- 1) a statement on the legality of sexual harassment;
- 2) the definition of sexual harassment under Illinois law;
- 3) a description of sexual harassment utilizing examples;
- 4) an internal complaint process, including penalties;
- 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- 6) directions on how to contact the Department and the Commission; and
- 7) protection against retaliation as provided by Section 6-101 of the Act.

The undersigned Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

Contractor: _____
(Print Name of Contractor)

(Signature of Authorized Officer)

(Title of Signatory)

(Printed Name of Signatory)

Dated: _____, 2024

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that they are authorized to act on behalf of Contractor, and they executed the foregoing certificate as their free act and deed and as the act and deed of Contractor.

Dated: _____, 2024

Notary Public _____
[Notary Seal]

**Custodial Services
Wilmette Park District
Wilmette, Illinois**

Bidder's Resume

_____ ("Bidder") certifies that they have previously carried out work similar in scope to the Work described in the Bid Documents. Work successfully completed or currently engaged in includes (a separate sheet/sheets of paper may be used and attached to the bid):

Owner	Address	Term	Scope

References: (Provide Name, Address, and Phone number of contact person for each of the Owners listed above)

Owner may contact the references provided above.

(Name of Bidder)

(Signature)

Each bidder shall also submit with its bid the following information on a separate sheet(s) of paper marked at the top as follows: "Wilmette Park District Third Shift Custodial Services" and with the name and address of the bidder and the signature and title of an authorized officer of the bidder at the bottom of each page.

1. Names of all other companies or organizations under which the bidder has conducted business or which have been affiliates with the bidder within the past five (5) years, and the nature of the business for each such entity.
2. Names of all officers and directors of bidder, and if bidder is a partnership or sole proprietorship the names of all partners or owners.

3. Names of all other companies or business entities of which each officer, director, partner or owner of bidder has been an officer, director, partner or owner within the past five (5) years.
4. List all litigation or administrative proceedings to which the bidder or any officer, director, partner or owner of bidder has been a party in the past five (5) years and describe the nature of the litigation or proceeding and the current status/or disposition.
5. List all labor disputes in which the bidder or any related business entity has been involved in the past five (5) years.

Each bidder is required to provide such additional information as shall be requested by the Owner to determine the bidder's responsibility and qualifications.

THIS BID FOR PROVISION OF CUSTODIAL SERVICES IS SUBMITTED TO THE WILMETTE PARK DISTRICT.

DATE: _____ 2024

If BIDDER is an INDIVIDUAL

Name _____ Signature: _____

Business
Address _____ Business Phone: _____

City/State/Zip: _____ Fax: _____

If BIDDER is a CORPORATION

Corporate Name: _____

Address: _____ Business Phone: _____

City/State: _____

Signed By: _____ Signature: _____

Federal Tax I.D.# _____

Corporate Officers: President: _____

Secretary: _____

Signatures *(President must sign and secretary must attest)*

(Corporate Seal)

If BIDDER is a PARTNERSHIP

Partnership Name: _____

Address: _____ Phone: _____

City/State/Zip _____ Fax: _____

Name/Addresses of all Partners:

Signatures (all Partners must sign)

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of the _____, an Illinois (partnership)(corporation), and personally known to me to be the _____ of said (partnership)(corporation), and personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as and _____ of said (partnership)(corporation), they signed and delivered the said instrument in their official capacities and caused the seal of said _____ to be affixed thereto, as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this _____ day of _____, 2024

(SEAL)

BID FORM:

**CUSTODIAL SERVICES
AWARDED:**

Date

OWNER:

Name: Wilmette Park District

Address: 3000 Glenview Road

City/State: Wilmette, Illinois 60091

Phone Number: (847) 256-9639

Fax Number: (847)-256-8912

***Note: Bids must be delivered before the designated time set for opening of bids
and to the correct address in a sealed opaque envelope.***

CONTRACTOR COMPLIANCE AND CERTIFICATIONS ATTACHMENT

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

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

- A. Contractor has carefully read and understands the contents, purpose and legal effect of this document as stated above and hereafter in this document. The certifications contained herein are true, complete and correct in all respects.
- B. Contractor shall abide by and comply with all applicable Federal, State and local laws and rules and regulations including without limitation those relating to 1) fair employment practices, affirmative action and prohibiting discrimination in employment; 2) workers' compensation; 3) workplace safety; 4) wages and claims of laborers, and other workers, agents, or servants in any manner employed in connection with the performance of custodial services for or in public buildings and facilities.
- C. To the best of the Contractor's knowledge, no officer or employee of Contractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any unit of local government, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- D. Contractor is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Contractor also certifies that no officers or employees of the Contractor have been so convicted and that Contractor is not the successor company or a new company created by the officers or owners of one so convicted. Contractor further certifies that any such conviction occurring after the date of this certification will be reported to the Owner, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the Contract therewith.
- E. Pursuant to the Illinois Human Rights Act (775 ILCS 5/2-195), Contractor has a written sexual harassment policy that includes, at a minimum, the following information: (i) a statement on the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and directions on how to contact both; and (vi) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. Contractor further certifies that such policy shall remain in full force and effect. A copy of the policy shall be provided to the Illinois Department of Human Rights upon request.

- F. Contractor shall abide by the "Employment of Illinois Workers on Public Works Act" (30 ILCS 570/0.01 et seq.) which stipulates that whenever there is a period of excessive underemployment in Illinois, defined as any month immediately following two (2) consecutive calendar months during which the level of unemployment in Illinois exceeds five percent (5%) as measured by the U.S. Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers unless otherwise exempted as so stated in the Act. ("Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident). Other laborers may be used if Illinois laborers are not available or are incapable of performing the particular type of work involved if so certified by the Contractor and approved by the Architect.
- G. (i) Contractor's bid proposal was made without any connection or common interest in the profits anticipated to be derived from the Contract by Contractor with any other persons submitting any bid or proposal for the Contract; (ii) the Contract terms are in all respects fair and the Contract will be entered into by Contractor without collusion or fraud; (iii) no official, officer or employee of the Owner has any direct or indirect financial interest in Contractor's bid proposal or in Contractor, (iv) the Contractor has not directly or indirectly provided, and shall not directly or indirectly provide, funds or other consideration to any person or entity (including, but not limited to, the Owner and the Owner's employees and agents), to procure improperly special or unusual treatment with respect to this Agreement or for the purpose of otherwise improperly influencing the relationship between the Owner and the Contractor. Additionally, the Contractor shall cause all of its officers, directors, employees, (as the case may be) to comply with the restrictions contained in the preceding sentence.
- H. Contractor knows and understands the Equal Employment Opportunity Clause administered by the Illinois Department of Human Rights, which is incorporated herein by this reference, and agrees to comply with the provisions thereof. Contractor further certifies that Contractor is an "equal opportunity employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code Annotated and Executive Orders #11246 and #11375 as amended, which are incorporated herein by this reference.
- I. Contractor is not barred from contracting with the Owner because of any delinquency in the payment of any tax administrated by the Illinois Department of Revenue, unless it is being contested. Contractor further certifies that it understands that making a false statement regarding delinquency in taxes is a Class A misdemeanor and, in addition, voids the Contract and allows the Owner, a municipal entity, to recover in a civil action all amounts paid to the Contractor.
- J. If Contractor has 25 or more employees at the time of letting of the Contract, Contractor knows, understands and acknowledges its obligations under Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and certifies that it will provide a drug-free workplace by taking the actions required under, and otherwise implementing on a continuing basis, Section 3 of the Drug Free Workplace Act. Contractor further certifies

that it has not ben debarred and is not ineligible for award of this Contract as the result of a violation of the Illinois Drug Free Workplace Act.

CONTRACTOR

By:

Signature

Its:

STATE OF _____)

)

COUNTY OF _____)

)

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

Dated: _____

(Notary Public)

(SEAL)

SPECIFICATIONS

A. APPROVAL OF WORK

All Work must meet the approval of the Owner's Representative, the Superintendent of Parks and Planning.

B. PROTECTION OF EXISTING FACILITIES

The Contractor shall familiarize themselves with the existing site improvements, fixtures and furniture and shall take due precautions to protect such existing facilities including, but not limited to, decorations, telephone and computer cables, environmental controls, fire alarms, etc. and any and all fixtures or furniture whether attached or not. All repairs of such improvements, fixtures, furniture or facilities shall be at the Contractor's expense.

C. VARIATIONS

Any request changes in the Work shall be transmitted to the Owner's Representative in writing and must be approved prior to commencement of Work.

D. SCOPE OF WORK

The Contractor shall supply all labor, equipment and materials to complete the Work as specified herein. The Contractor will structure their operation so that there is one person in charge of each Work Location ("Site Supervisor"). The Site Supervisor shall be responsible for all scheduling of Contractor's staff to assure that all Work is performed smoothly, so that no disruption of service takes place. The Contractor shall work closely with the Park District staff in scheduling major cleaning projects such as floor refinishing, carpet cleaning and shampooing to assure that it does not interfere with the operation of the various facilities. There are specific times of the year when business in the facilities is slower and are key times to perform major work. **In general terms, all facilities are open 365 days per year (366 days during Leap Years). The only day in the year that all facilities are closed is Christmas Day.**

The Contractor's proposal shall include the cost of supplying and maintaining good quality cleaning equipment (vacuum cleaners, scrubbers, floor machines, extractors, shampoo machines, ladders) for each location. It is imperative that the contractor makes sure that the equipment is maintained for peak performance (regular changing of vacuum cleaner bags and belts, mop heads etc.). The Contractor shall also supply chemical cleaning agents (bowl cleaners, glass cleaner, all purpose cleaners, floor products, etc.) and supplies (dust mops, buckets, brooms, mobile garbage cans, wet mops, rags, etc.) needed to perform the Work described in the enclosed specifications. The Contractor shall provide emergency service if work was not performed as scheduled the previous night. **The Contractor shall not use any Park District supplies for cleaning including paper towels; soap or Park District owned equipment.**

The Park District will be responsible for snow removal, lawn care, pest control, rest room dispenser products, (toilet paper, hand towels, urinal deodorant blocks, sanitary napkins, tampons, hand soap) and plastic trash bags for lining garbage cans for collecting trash. It will be the responsibility of the Contractor to keep the Park District informed of its needs for these supplies in sufficient advance notice (**2 working days**) to allow for the prompt delivery to the Work Location. Removal of supplies provided by the Park District from Park District property shall be considered to be theft and will be prosecuted to the extent the law provides.

E. MATERIALS

The Contractor shall supply the Park District with copies of all Safety Data Sheets for any chemicals used or stored on any Park District property. Copies of these sheets will be forwarded to the Wilmette Fire Department for their files.

F. CLEANING SPECIFICATIONS

See table on page DS 10 for what cleaning shall be done at each facility.

1. **LOBBIES AND ENTRANCE AREAS**

- Directories shall be wiped clean nightly with no streaks.
- Counters shall be cleaned nightly.
- Entrance door glass and sidelights shall be cleaned nightly with no streaks.
- Carpets, runners and mats shall be vacuumed and spot cleaned nightly.
- Hard surface flooring shall be mopped nightly with clean water and soap as needed and rinsed with clean water.
- Hard surface vinyl flooring shall be spray buffed weekly.
- Hard surface vinyl flooring (including vinyl base) shall be scrubbed and recoated two times a year (second and fourth quarter).
- Hard surface flooring (including vinyl base) shall be stripped and refinished twice annually (first and third quarter).
- Quarry tiles floors shall be cleaned nightly; stripped and coated with Johnson Wax *Plaza Plus* Floor Finish (manufactured by Johnson Wax Pro) or equal. Product must be made for quarry tile floors.
- All Floors **must** be stripped and clean before applying any finish.
- Carpeted areas will be **spot cleaned nightly** and thoroughly shampooed and soap extracted using an extractor method twice per year. No bonnet cleaning.
- Benches etc. shall be cleaned nightly.
- The tile floor at the main entrance of the Community Recreation Center needs special care to keep it clean nightly.
- Gum and tar shall be removed daily.

2. FURNITURE

- Cleared desk tops shall be dusted nightly and cleaned weekly.
- File cabinets, office furniture (top sides and legs) shall be maintained in a dirt and dust free condition nightly.
- File cabinets and desk fronts shall be spot cleaned as needed.
- Chair legs/frames shall be dusted/cleaned monthly.
- Upholstered furniture shall be vacuumed nightly.
- Gum and tar shall be removed daily.

3. PARTITION GLASS AND INTERIOR ENTRANCE DOORS

- Interior partition glass and doors (including display/trophy cases) and office windows shall be cleaned nightly leaving no streaks or finger prints. All door knobs will be cleaned daily using a diluted bleach solution (10 parts water to one part bleach).

4. GENERAL DUSTING

- All horizontal surfaces (cleared desk tops, window sills and frames, partition tops, coat racks, book shelves, pianos, etc.) shall be dusted nightly.
- High dusting shall be performed weekly and includes the following:
 - pictures and frames not cleaned nightly
 - venetian blinds
 - vertical surfaces such as partitions and ceiling vents
 - tops of lockers and vending machines
- These areas will also be washed quarterly.

5. WASHROOMS

- Toilets, toilet seats, flush valves and urinals shall be cleaned and sanitized on all surfaces nightly. Acid cleaners shall not be used on any chrome or metal hardware.
- Washbasins, shelves, dispensers and all other washroom fixtures shall be cleaned and sanitized nightly.
- Mirrors shall be cleaned nightly.
- Chrome and other bright work including exposed plumbing, toilet seat hinges, etc., shall be cleaned nightly. (No caustic cleaners to be used to clean metals)
- Toilet Partitions and walls to be spot cleaned nightly.
- Toilet Partitions shall be washed and sanitized quarterly.
- Mildew shall not be allowed to develop and must be removed as needed.
- Floor drains shall be kept clean and all trash, hair and other debris removed nightly.
- Walls shall be washed and sanitized quarterly.
- Waste receptacles shall be emptied and cleaned nightly.
- Washroom floors will be swept nightly and mopped using a germicide cleaner.

- Washroom floors shall be machine scrubbed once every two months
- Washroom dispenser supplies shall be replenished nightly.
- Urinal deodorant screens shall be changed on the first day of each month.

No extra rolls of toilet paper shall be left loose in stalls at any time. Paper towels should not be left piled on counter tops or sinks.

6. BREAK / LUNCHROOM AREAS

- Tables and chairs to be cleaned nightly.
- Tile floors shall be damp mopped with a germicide cleaner nightly.
- Spillage on furniture shall be cleaned nightly.
- Carpeting will be vacuumed and **spot cleaned nightly**. Carpeting shall be cleaned using the extractor method as indicated in H-1 above.
- Vending Machines are to be wiped off nightly.
- Garbage containers shall be cleaned weekly.

7. TRASH REMOVAL

Recycled Materials are dealt with in another section of this proposal.

- Wastebaskets and waste receptacles shall be emptied nightly. Bags will be replaced nightly in areas where food is disposed. All other areas shall be changed weekly unless they are torn or contain liquid in which case they shall be replaced as needed.
- Waste material shall be removed to a designed area and placed in containers to be furnished by the Park District.
- The Park District shall furnish plastic or other rubbish bags. The proper size bag to be used will be marked inside of each waste receptacle.
- Exterior garbage areas shall be kept in a neat and clean condition. Sweeping of those areas will be done as needed. Covers on containers must be kept closed at all times.

8. CARPETED AREAS

- All carpeting (including entrance mats) shall be thoroughly vacuumed nightly. The Contractor shall make sure that an adequate supply of vacuum cleaner bags and drive belts are on site at all times so that regular replacement bags may take place and that vacuums are in good operable condition.
- Random soluble spots, which safely respond to standard spotting procedure without risk to injury to color or fabric, shall be removed. The Contractor is responsible for checking to make sure that cleaners used will not harm the carpeting in any way and any damage must be repaired or replaced at Contractor's expense.
- Carpeted areas will be thoroughly shampooed and detergents removed using the extractor method quarterly.
- Scotchgard will be applied in all lobbies and hallways on the same schedule.

- ***Gum, tar and all other stains shall be removed nightly. The contractor shall provide steam extraction at each facility so that nightly stain removal is possible.***

9. RESILIENT AND HARD FLOORS

- Where applicable, Contractor shall use approved low alkaline non-injurious detergents for floor maintenance.
- Only approved floor finishes that are non-staining and provide a high degree of slip prevention shall be utilized. (Johnson Wax products preferred)
- Non-carpeted areas shall be dust mopped and spot mopped nightly.
- Chewing gum and tar shall be removed nightly.
- In all cases where resilient floors are concerned, floor mats will be removed prior to any work and put back in place when work is complete and the floor is dry.
- Resilient tile floors shall be damp mopped nightly and buffed or spray buffed (burnished) weekly.
- High traffic areas shall be buffed or spray buffed at least once a week.
- Resilient tile (vinyl and rubber) floors and hard floors (including vinyl base) shall be scrubbed and refinished four times a year.
- Resilient tile floors and hard floors (excluding wood) (including vinyl base) shall be thoroughly stripped and refinished annually.
- This section does not include refinishing Gym floor, exercise and dance room floors. This refinishing will be completed by a third party.
- Quarry tile floors shall be stripped quarterly, grout cleaned and sealed and a new application of sealer and a new application of Johnson's Quarry Tile Products applied.
- Caution shall be taken to not spill floor care products on carpeted areas. Any damage to surrounding carpet will be the responsibility of the contractor.
- Water used for washing shall be changed on a regular basis. Soiled water shall not be dumped outside of the buildings. Water shall be disposed of in properly designated areas.
- Wood floors in dance and exercise rooms and other location shall be *dust* mopped on a daily basis. ***No water shall be used on any wood floor.***

10. LOCKER ROOMS

- Washroom sanitation will be performed as in "H-5", above.
- Carpeted areas will be vacuumed and spot cleaned daily.
- Carpets will be cleaned using the extractor method quarterly.
- Showers and ceramic walls and floors will be deck scrubbed weekly and machine scrubbed monthly. All grout shall be cleaned weekly.
- **No mildew or stains shall remain on tile walls or ceilings.**
- The exterior of lockers will be spot cleaned weekly or as needed.
- Interiors of lockers shall be cleaned once a year.

- Upholstered furniture shall be spot cleaned nightly and thoroughly cleaned twice a year. Hard surfaced furniture shall be cleaned with a germicidal cleaner nightly.
- Any anti-slip mats shall be picked up off the floor and cleaned. The floor underneath shall also be cleaned.

11. **TENNIS COURTS PERIMETERS, SKATING RINK PERIMETER AND BLEACHERS**

- Tennis courts and the perimeter of both ice rinks (including team areas and the scorer's bench) will be swept and spot cleaned daily.
- The ice rink bleachers will be swept and wet mopped nightly.
- Garbage containers to be emptied on a daily basis in these areas.
- Glass on the ice rink boards will be cleaned nightly.
- All high ledges cleaned quarterly.
- **NOTE: *This section does not include sweeping of tennis court playing surfaces.***

12. **GYMS**

- Gymnasium will be dust mopped and spot mopped daily with a damp mop.
- The mats and bare concrete areas will be damp mopped nightly to remove all chalk dust. No residue shall remain.
- All carpeted areas will be vacuumed nightly.
- All glass will be cleaned on a nightly basis.
- All windows shall be cleaned nightly.
- All window ledges, tops of lockers and other ledges shall be dusted nightly.

13. **FOOD PREPARATION/CONCESSION AREAS**

- Carpeting (where included) will be thoroughly vacuumed and spot cleaned using an extractor nightly.
- Carpeting will be shampooed and detergents removed using an extractor quarterly.
- Tables and chairs will be cleaned and rearranged nightly.
- All chairs will be scrubbed once a year.
- Kitchen floors will be swept and deck scrubbed nightly with a sanitizing cleaner approved for food preparation areas and machine scrubbed monthly. All excess water will be mopped up and removed nightly. Water should be kept away from all carpeted surfaces. No grease residue shall remain.
- Cleaning under kitchen equipment should be done nightly.
- Counters, ledges, sills and furniture will be cleaned daily.
- Hard surface flooring will be mopped with a germicide nightly and refinished. Cleaning of kitchen fixtures and equipment and busing tables are not part of this contract. The restaurant staff will designate an area

where any dirty dishes or glassware are to be placed.

- Kitchen equipment shall be moved away from the wall twice per year and the walls cleaned.
- All anti-fatigue mats will be cleaned nightly and shall be moved so that the floor will be cleaned underneath them.
- Anti-fatigue mats shall not be placed on worktables.
- Garbage shall be hauled to dumpsters and placed inside the dumpsters.

14. VINYL PLANK FLOORING

- All vinyl flooring shall be cleaned per manufactures instruction using a spray mop with a microfiber head.
- They shall be swept and spray mopped daily with a cleaning chemical that meets the manufactures specifications.
- Gum and tar shall be removed daily.

15. THEATER

- Aisles and perimeter shall be vacuumed and spot checked daily.
- Removal of any trash from seating shall be performed on a daily basis.
- All horizontal surfaces shall be dusted daily.
- Carpet extraction (no bonnet cleaning) shall be performed twice a year including the seating.
- Any gum or tar shall be removed daily.

16. FITNESS

- Floor shall be dusted and mopped daily.
- Once a month equipment shall be moved if necessary to dust underneath. All equipment if moved shall be put back in its original place.
- Gum or tar shall be removed daily.
- All horizontal surfaces shall be wiped down and sanitized daily.
- All interior windows and glass shall be spot checked and cleaned daily.
- All trash cans shall be emptied daily.
- All door knobs shall be sanitized daily.
- The walking track shall be swept and cleaned with a floor machine including edges and baseboard daily.

17. MISCELLANEOUS

- Polish all building bright work monthly.
- Drinking fountains shall be cleaned and sanitized nightly.
- Doors, doorknobs, kick plates and other bright work and switch plates shall be spot cleaned weekly to remove finger marks and smudges nightly.
- Janitor closets shall be kept in a clean and orderly fashion. Delivered materials shall be put up on shelving provided. The contractor shall be responsible for installing and maintaining dispensers for cleaning products in their assigned areas. They will also be responsible for

repairing these areas when they are removed or replaced.

- Electrical panels, hot water heaters and other equipment shall not be blocked. Access aisles shall be kept open and a minimum of three feet left on all sides of any such equipment. Aerosols shall be kept in a cabinet, with doors closed.
- Premises shall be left locked while work is in progress with only emergency lighting left on at the end of the shift.
- Stock areas, storage areas, receiving and shipping areas shall be dust mopped weekly.
- Exterior garbage containers at entrances shall be emptied on a nightly basis.
- Garbage shall be placed inside of dumpsters on the exterior of the building at each location and the covers closed.
- Spots shall be removed from walls on a nightly basis.
- **Lights should only be on in the areas where work is currently underway. No general turning on of all lighting is allowed.**

18. RECYCLING

The Wilmette Park District has made a firm commitment to recycle materials as much as possible. There are special containers at each Work Location designated for various products (i.e. cans/bottles/paper). Likewise, there are containers at each Work Location in exterior garbage areas to hold those same materials. They must be separated as noted on the individual containers.

19. COMMUNICATION AND INSPECTIONS

An account manager/customer service person shall contact each of the facility managers on a weekly basis. The contractor shall supply a log to be kept at each facility for Park District staff to note daily problems or concerns. The comments will be checked nightly by the contractor's supervisor and noted as to how the problem was resolved. At the very minimum, the account manager/customer service person shall make on site visits monthly unless needed more often. For the first two months of the contract, they shall take place weekly. The contractor's representative shall make the facility manager aware of the times they will visit the facilities.

Contractor shall supply an annual schedule detailing work projects for each location (i.e. carpet cleaning; floor finishing; etc.) Contractor shall coordinate these dates with facility managers to work around their facility schedules. This schedule shall be supplied to the Superintendent of Parks and Planning within thirty (30) days of award contract.

The Contractor shall supply a list of all cleaning products to be used for approval prior to start of work. Safety Data Sheets will be provided to the Park District for its records. It is the responsibility of the Contractor to update those records and

receive approval from the Superintendent of Parks and Planning prior to changing products.

20. SPECIAL NOTE

- *The Site Supervisor shall carry the only key for each building. That person shall unlock doors for cleaning personnel. If the contractor loses keys to a facility, they must report it immediately. Loss of keys by the Contractor or their representative will require the Contractor to reimburse the Park District for changing of any or all locks.*
- *Lights shall not be turned on throughout the building. Lights should only be on in areas where work is currently underway and turned off when personnel are not in those areas.*
- *After completion of an area, the Site Supervisor shall inspect it and assure that the doors and windows are locked and lights are off.*
- *The Contractor shall use only areas assigned to it for storage of equipment and supplies. Those areas shall be kept clean and organized.*
- *Care shall be taken to keep the exterior noise at all Work Locations to a minimum at all times. Caution should be taken when emptying garbage containers and hauling out debris. Windows must be kept shut while equipment is in use.*
- *No playing of loud music or watching television will be allowed.*
- *For security purposes, the Contractor's employees at each Location shall wear a uniform and name identification at all times while working.*

Cleaning by Facility

Refer to pages DS 2 - DS 9: F. CLEANING
SPECIFICATIONS, sections 1-20

	Golf Course Clubhouse	Centennial Recreation Complex	Pool Locker Rooms	Community Recreation Center	Mallinckrodt Community Center	Lakeview Community Center	Platform Tennis Center	Gilson Beach House Washrooms
Lobbies & entrance areas (section 1)	✓	✓		✓	✓	✓	✓	
Furniture (sec. 2)	✓	✓		✓	✓	✓	✓	
Partition glass & interior entrance doors (sec. 3)	✓	✓	✓	✓	✓	✓	✓	
General dusting (sec. 4)	✓	✓	✓	✓	✓	✓	✓	
Break/lunchroom areas (sec. 6)	✓	✓	✓	✓		✓	✓	
Carpeted areas (sec. 8)	✓	✓		✓	✓		✓	
Resilient & hardwood floors (sec. 9)	✓	✓	✓	✓	✓	✓	✓	
Locker rooms (sec. 10)	✓	✓	✓	✓				✓
Tennis court & skating rink perimeters & bleachers (sec. 11)		✓						
Gyms (sec. 12)				✓				
Food preparation/concession areas (sec. 13)		✓		✓	✓			
Vinyl plank flooring (sec. 14)	✓					✓		
Theater (sec. 15)				✓				
Fitness (sec. 16)				✓				
ALL LOCATIONS: Washrooms (sec. 5), Trash removal (sec. 7), Miscellaneous (sec. 17), Recycling (sec. 18), Communication & inspections (sec. 19), and Special note (sec. 20)								

CONTRACT TO PROVIDE THIRD SHIFT CUSTODIAL SERVICES

THIS CONTRACT ("Contract") is made as of this _____ day of _____, 2024, by and between the **WILMETTE PARK DISTRICT** ("Park District" or "Owner") and _____ ("Contractor"), [an Illinois corporation] [partnership] [sole proprietorship]. The Notice to Bidders, Instructions to Bidders, Bid Form and General Conditions (collectively the "Bid Documents") are incorporated by reference and made a part of this Contract. Park District and Contractor are sometimes referred to individually as a "Party" and jointly as the "Parties".

IN CONSIDERATION for the mutual promises hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Contractor shall provide on a daily basis all labor, materials and equipment for custodial services ("Work") necessary to properly maintain the following Park District facilities listed below ("Work Locations") owned and/or operated by Park District in accordance with the specifications attached to and incorporated by reference in this Contract as Exhibit "A" (the "Specifications"):

- a. Wilmette Golf Clubhouse
3900 Fairway Drive
Wilmette, IL 60091
- b. Centennial Recreation Complex
2300 Old Glenview Road
Wilmette, IL 60091
- c. Community Recreation Center
3000 Glenview Road
Wilmette, IL 60091
- d. Mallinckrodt Community Center
1041A Ridge Road
Wilmette, IL 60091
- e. Lakeview Center
800 Gillson Park Drive
Wilmette, IL 60091
- f. Platform Tennis Hut
3551 Lake Avenue
Wilmette, IL 60091
- g. Gillson Beach House
101 Lake Ave
Wilmette, IL 60091

Contractor will also provide emergency clean-up and additional cleaning services (such emergency and additional cleaning services are sometimes hereinafter collectively referred to as the "Additional Work") at the request of the Park District on a per hour basis. Park District shall not be liable or obligated to pay for any Additional Work unless written authorization therefore shall have been obtained from Park District in each specific occurrence. Such approvals shall be subject to the requirements of Article 33 of the Criminal Code of 1961 (720 ILCS 5/330). The Work and the Additional Work are hereinafter sometimes jointly referred to as the Work.

2. This Work shall commence on March 1, 2024 unless this Contract is sooner terminated in accordance with page GC 9, below, shall expire on February 28, 2025 (the "Initial Term"); provided, however, that the Contract shall be extended for a period of one (1) year on an annual basis, not to exceed a total of Five (5) years (collectively the "Extension Term") unless either Party shall have notified the other Party at least sixty (60) days prior to the expiration of the Initial Term of its intention not to extend the Contract, and further provided that either Party may terminate the Contract effective under the same terms as stated above during the Extension Term. The Initial and the Extension Term, if any, taken together, are hereinafter sometimes referred to as the "Term".

3. In consideration for Contractor's provision of the Work in accordance with this Contract, Park District shall pay Contractor in accordance with the "Payment Schedule" as approved by the Park Board of Commissioners and attached to and incorporated by reference in this Contract as Exhibit "B". Payment shall be made only for Work that has been properly completed. No payment shall be made in advance for Work not completed in accordance with the Contract Documents at the time of Contractor's Submission of its invoice. Contractor shall maintain and submit with each invoice submitted to the Park District for Work completed in the previous month, the name, address, telephone number when available, and classification of all persons employed by Contractor in connection with the performance of the Work. These records must show the hourly wages paid by Contractor to each such person for the month to which the invoice relates and the number of hours worked each day by each such employee. The information shall be submitted to the Park District accompanied by a statement signed by a duly authorized officer of Contractor which affirmatively declares that the submitted records are true and accurate.

4. The regular cleaning period will consist of seven (7) consecutive days commencing Sunday night and terminating Sunday morning. Contractor's work day will commence any time after 10:00 p.m. and will terminate at or before 6:00 a.m. the following day. Contractor's specific work schedule shall be approved by the Superintendent of Parks and Planning and may be amended by mutual agreement between the Park District and Contractor.

5. Contractor shall furnish and pay all expenses of and for all labor, tools, equipment and supervision necessary for the proper performance of the Work. Provided that it is the Park District's responsibility to provide Contractor with paper towels, plastic bags, hand soap and toilet paper to replenish supplies of same in Park District facilities. Materials are to be used only within the Work Locations. Supplies provided by the Park District shall not be removed from its property.

6. Contractor shall maintain all areas where the Work is performed in a neat and attractive condition and shall perform such Work in a good, safe and workmanlike manner and in a manner that does not create an unsafe condition. It is recognized that, in the process of cleaning, Contractor may be required to move, among other objects, furniture, desk materials, files, cabinets, and program equipment. All objects shall be replaced where they were situated prior to the required cleaning including program set-ups in classrooms. All such movement and replacement must be completed during evening cleaning prior to the next morning.

7. Contractor shall provide a competent on site foreman or supervisor ("Site Supervisor") for each Work Location, who possesses good command of the English language (speaking, reading and writing), at all times when the Contractor is providing Work. The name of each Site Supervisor shall be provided to the Park District in writing, complete with phone number for Park District use in the event of emergency situations. The Site Supervisor shall be authorized to act on behalf of the Contractor and to supervise the Work in a manner that will comply with all requirements of the plans and specifications as interpreted by the owner.

The Contractor or their representative when requested by the Owner shall remove incompetent or unsatisfactory employees from Park District's property, and such persons shall not again be permitted to return to the Work without the written consent of the Owner.

8. Contractor's employees and sub-contractors shall at all times be courteous and, to the greatest extent applicable, shall present a neat and clean appearance and shall wear identifiable work garments and identification to indicate they are employed by or subject to a contract with the Contractor. All Work shall be performed with due regard for the care of Park District property, and that of its users and employees, and all complaints handled with due regard to the Park District's public relations. Contractor shall utilize only employees or sub-contractors who are competent and skilled to perform the specific job tasks to which they are assigned and who are instructed to utilize and who do utilize only safe methods and techniques in the provision of the Work and who understand the importance of leaving Park District property in a safe condition. Not any more than a maximum of twenty-five per cent (25%) of the assigned cleaning crew(s) performing the Work, will at any given time be trainees. At the request of the Park District, Contractor will remove from the performance of the Work any employee or sub-contractor of the Contractor who is incompetent, negligent, discourteous, destructive or repeatedly fails to abide by the janitorial staff services rules or specifications of the Contract. The Contractor, its employees or sub-contractors are forbidden to use any facility or equipment owned by the Park District either for the Contractor's or Contractor's employee's benefit during the period of time they are working. Contractor is responsible for any and all damage to or destruction, loss or theft of Park District and all damage to or destruction, loss or theft of Park District property resulting directly or indirectly from any act or neglect of Contractor's employees or sub-contractors in the provision of the Work.

9. At all times during the Term, Contractor shall at its sole cost and expense, maintain and keep in force comprehensive insurance as provided herein. At least ten (10) days prior to commencement of the Work, and on an annual basis on the anniversary of the Contract, Contractor shall provide Park District with certificates of insurance evidencing such coverages with companies satisfactory to Park District, naming Park District, its Park Commissioners,

officers, employees and agents as additional named insured. Such coverage may not be cancelled, transferred or modified to provide lesser quality or amount of coverage without at least fifteen (15) days prior written notice to Park District.

10. Attached to and incorporated by reference in this Contract as Exhibit "E" are the General Conditions.

11. Notices required or permitted to be given by the Parties under this Contract shall be deemed properly given if given in writing and hand delivered or sent by registered or certified mail, return receipt requested, to the Parties at the following addresses, or to such other address as either or both of the Parties may hereafter designate in writing:

If to Owner: Wilmette Park District
Parks and Planning Department
3000 Glenview Road
Wilmette, Illinois 60091-1016
Attention: Superintendent of Parks and Planning

If to Contractor:

ATTEST:

By: _____

As Its: _____

Dated: _____, 2024

Notary Public _____
[Notary Seal]

By: _____

As Its: _____

Dated: _____, 2024

Notary Public _____
[Notary Seal]

GENERAL CONDITIONS

DEFINITION OF TERMS

- A. Unless otherwise specified below the terms defined in the Contract or the Bid Documents shall be used with the same meaning in these General Conditions.
- B. "Contractor" shall mean the individual, partnership or corporation, and their heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, partnership or corporation, or their surety under any contract bond, constituting one of the principles to the Contract and undertaking to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined herein.
- C. "Subcontractor" shall mean any person, firm or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material. Subcontracting is not allowed under this contract.
- D. "Contract" shall mean the written agreement covering the performance of the work including all exhibits and supplemental agreements thereto.

INTENT OF CONTRACT DOCUMENTS

The intention of the documents to set forth requirements of performance, type of equipment and standards of materials. It is also intended to include all labor and materials, equipment and transportation necessary for the proper execution of the Work, to require new equipment and material unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part. It is also meant to assure that the Contractor maintain their equipment in good working order at all times. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well known technical or trade meaning, shall be held to refer to such recognized standards.

SURETY BOND (PERFORMANCE & PAYMENT BOND)

- A. Prior to the signing of the Contract, the Contractor shall supply within twenty-one (21) calendar days of acceptance of Contractor's Bid by the Owner a good and sufficient Surety Bond consisting of a Performance Bond and a Payment Bond, on the form provided, both in the full amount of the Contract by a reputable insurance company licensed to do business in the State of Illinois and approved by the Owner.
- B. A Performance Bond shall guarantee faithful performance of all the provisions of the Contract, including the guarantee for all work and material against all defects for the period specified in the Form of Bond, and a Payment Bond shall guarantee the payment of all

bills and obligations arising from said Contract.

- C. Should the surety become irresponsible during the time the Contract is in force, the Owner may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the Owner within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as hereinafter provided.
- D. The Contractor and sureties on the Surety Bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the Contractor and the Owner will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the Contractor, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, after final settlement between the Owner and the Contractor has been made.

INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold the Park District, its officers, officials, agents, and employees, (hereafter "the Indemnified Parties"), free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting the Contract or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Contract except for matters shown by final judgment to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein shall be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by the Park District. This indemnification is not limited by any amount of insurance required under the Contract and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. Further, the indemnity contained in this section shall survive the expiration or termination of the Contract.

The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, agents, or servants of the Contractor provided that the Park District shall have the right to designate separate counsel to defend the Park District in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor will promptly provide, or cause to be provided, to the Park District and Park District counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's performance of the Contract and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

INSURANCE

The Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the Contractor, their agents, representatives, or employees. The cost of such insurance shall be included in the Contractor's Bid.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage ("occurrence" form CG0001, ED. 11/85) or Insurance Services Office Form number GL0002 (ED. 1/93) covering Comprehensive General Liability and Insurance Services Office Form number GL0404 covering Board Form Comprehensive General Liability or the most recent version. Please note Endorsement (G 21 34 11 88), (G 21 39 11 88) or other such endorsement or policy provision which limits contractual liability shall be deleted in its entirety.
2. Insurance Services office form number CA 0001 (ED. 1/87) covering Automobile Liability, Code 1 "atty auto" and endorsement CA 0019 (ED. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract; and
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Comprehensive General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Contract using the endorsement C 03 11 85 the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including coverages for owned, hired or non-owned vehicles, as applicable.
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverage

- a. The Wilmette Park District, (their agents, officials and employees are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, leased or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Wilmette Park District, (their agents, officials and employees).
- b. The Contractor's insurance coverage shall be primary insurance as respects the Wilmette Park District, (their agents, officials and employees). Any insurance or self-insurance maintained by the Wilmette Park District, its agents, officers and employees shall be excess of Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Wilmette Park District (their agents, officials and employees).
- d. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

2. Worker's Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Wilmette Park District (their agents, officials and employees) for losses arising from work performed by Contractor for the Park District.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner but shall remain in effect throughout the life of the project.

4. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than B+.

5. Verification of Coverage

Contractor shall furnish the Owner with certificates of insurance naming the Wilmette Park District as an additional insured and with original endorsement affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the owner and are to be received and approved by the Owner before the work commences. The Owner reserves the right to request full certified copies of the insurance policies.

COMPLIANCE WITH ALL LAWS

Prior to commencement of the Work, Contractor shall secure, and at all times during the Term, Contractor shall maintain, at its sole cost and expense, all permits, licenses and approvals required by law to perform the Work. Contractor shall comply with all local, state and federal laws, codes, ordinances, rules and regulations applicable to the provision of the Work.

TAX EXEMPTION

The Wilmette Park District is exempt from Illinois Retailer's Occupational Tax (Sec. IROETA), the Illinois Use Tax (Sec. 3, IUTA), and the Federal Excise tax as an exempt entity (Sec. 4222, IRC).

ILLINOIS HUMAN RIGHTS ACT

Attached to and incorporated by reference in the Contract is Contractor's Certification noting compliance with the Sexual Harassment Provision of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), verifying that they have enacted and have in full force and effect a written sexual harassment policy. In the event of Contractor's non-compliance with the provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor Act and Rules and Regulations, Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department of the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

CRIMINAL CODE OF 1961

Attached to and incorporated by reference in the Contract is Contractor's Certification as required in Article 33E of the Criminal Code of 1961 (720 ILCS 5/33E).

ENTIRE AGREEMENT

This Contract represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements. This Contract may not be modified except by a writing signed by both Parties and dated subsequent to the date hereof.

CHANGES

- A. No such changes or extra work shall be authorized unless covered by written order of the Owner. No changes shall be made or extra work ordered under this paragraph that will increase or decrease the total cost of the original contract price by more than twenty-five (25) percent.
- B. Written orders for changes or extra work shall specify an extension of the completion time, if any, and method of payment which shall be determined as follows:
 - 1. Where unit prices or unit adjustment prices form a part of the Contract, these unit prices shall be used to compute adjustment of compensation, if applicable to the changes.
 - 2. Where no applicable unit prices or unit adjustment prices form a part of the Contract, payment for the changes shall be made by one of the following methods:
 - i) By a lump sum based on Contractor's estimate, approved and accepted by the Owner.
 - ii) By actual direct cost plus ten (10) percent for overhead and profit.
- C. In case the Contractor deems that extra compensation is due them for labor and materials not clearly covered in the Contract, and not ordered by the Owner as a change or as extra work, the Contractor shall notify the Owner in writing of their intention to make a claim for such extra compensation before they begin the work on which they base their claim, and they shall furnish a daily record of the cost of the work to the Owner. Failure on the part of the Contractor to give such notification or to furnish records of cost shall constitute a

waiver of the claim for extra compensation. However, the filing of the notice and the furnishing of cost records shall not be construed to prove the validity of the claim.

- D. In no case shall the Contractor delay work because of a lack of agreement for compensation for changes or extra work mentioned hereinafter.
- E. All claims for extra compensation shall be filed, in writing, with the Owner before Owner's final acceptance of work.
- F. When changes or extra work are on a cost-plus basis, the Contractor shall submit a statement of costs to the Owner for their approval.

EFFECT OF WAIVER

The waiver by Park District of any breach or default under any provision of this Contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The payment by Park District of any sum of money to Contractor shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the Contract regardless of the Park District's knowledge of such breach or default at the time of such payment.

RELATIONSHIP BETWEEN THE PARTIES

It is understood, acknowledged and agreed that the relationship of the Contractor and Contractor's employees and sub-contractors to Park District is that of independent contractor. No officer, employees or agent of Contractor, or any sub-contractor or other person performing services for Contractor is an employee of the Park District nor shall any such person be entitled to benefits of employees of Park District. Contractor shall be responsible for the prompt payment of and shall pay all taxes and charges assessed or payable with respect to the employment or contractual arrangement of such persons. Contractor fully indemnifies and holds harmless the Park District against and from any and all such claims.

Contractor represents and warrants that no official employee or agent of Park District has been employed or retained by Contractor to solicit or aid in the procuring of this Contract, or will be employed or otherwise benefit from this Contract.

TERMINATION

This Contract may be terminated by Park District prior to expiration of its Term as follows:

- a. If Contractor fails to perform the Work as provided in the Contract, or otherwise breaches or defaults under any provision of the Contract and does not remedy such failure, breach or default within eight (8) hours after demand from Park District to take corrective action, or in the event of repeated, or multiple failures, or defaults by Contractor, Park District may terminate the Contract and enter into an agreement with another contractor or contractors for the provision of Work and/or may perform all or any portion of the Work with its own employees. In such event, Contractor shall be liable to Park District and shall pay to Park District promptly upon demand the increased cost to Park District of obtaining or providing such Work and also the cost to Park District of obtaining the Work of substitute contractor(s), including without limitation the cost of labor and materials associated with the preparation of bid documents, advertising and attorney's fees;
- b. Park District may terminate the Contract for any reason upon at least thirty (30) days prior written notice to Contractor.

GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Illinois.