



CITY OF AURORA, ILLINOIS

RESOLUTION NO. R15-343  
DATE OF PASSAGE December 22, 2015

A Resolution for the approval of Total Facility Maintenance, Inc., Wood Dale, IL, A. Lindoo Building Maintenance LTD., Aurora, IL, and All Cleaners Inc., Willowbrook, IL as the lowest responsive responsible bidders for the janitorial contracts for the City of Aurora with the effective date of January 1, 2016.

WHEREAS, the City of Aurora has a population of more than 25,000 persons and is, therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the various city buildings require daily janitorial services for the operation of the facilities; and

WHEREAS, eight bids were received and publicly opened with a complete analysis of each bid specification based on price, experience and capacity to fulfill the specifications of the contract; and

WHEREAS, Total Facility Maintenance, Inc., Wood Dale, IL, A. Lindoo Building Maintenance LTD., Aurora, IL, and All Cleaners Inc., Willowbrook, IL submitted the lowest most responsive responsible bid as follows:

- \* Total Facility Maintenance - all Downtown Buildings in the amount of \$72,480.00
- \* Total Facility Maintenance - Central Garage in the amount of \$17,400.00
- \* All Cleaners Inc. - Animal Control in the amount of \$3,720.00
- \* A. Lindoo Building Maint. - Customer Service in the amount of \$5,988.00
- \* A. Lindoo Building Maint. - Phillips Park Club House in the amount of \$5,225
- \* A. Lindoo Building Maint. - Phillips Park Visitors Center in the amount of \$4,407.00

WHEREAS, the contracts shall be for 24 months with an option for two 1 year extensions based on mutual consent between the City of Aurora and the various vendors; and

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WHEREAS, these services are allocated in the anticipated 2016 budget from account numbers - Parks 101-4440-451-36-03, Central Garage 50% 101-4460-431-36-03 and 50% 120-4431-418-36-03, Central Services 101-1710-417-36-03, Alschuler Building 101-1711-417-36-03, Customer Service 101-1713-417-36-03, Elmslie Building 101-1715-417-36-03, Public Arts Building 101-1717-417-36-03, Animal Control 101-1745-440-36-03.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, Illinois, as follows: approves Total Facility Maintenance, Incorporated of Wood Dale, IL, A. Lindoo Building Maintenance LTD. of Aurora, IL, and All Cleaners Incorporated of Willowbrook, IL as the lowest responsive responsible bidders to the various 2016 City of Aurora facilities janitorial contracts for 24 months with an option for two 1 year extensions based on mutual consent between the City of Aurora and the various vendors, and does hereby authorize the Director of Purchasing to issue the necessary orders to implement purchase of the same.

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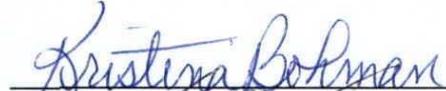
PASSED AND APPROVED ON December 22, 2015

AYES 10

NAYS 1

NOT VOTING 0

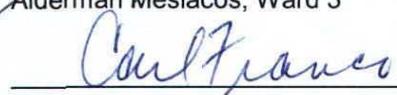
ABSENT 1



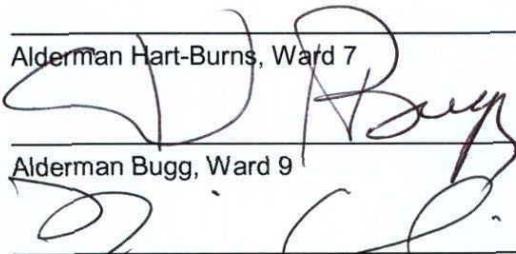
Alderman Bohman, Ward 1



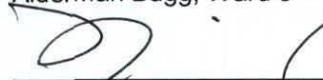
Alderman Mesiacos, Ward 3



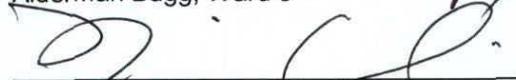
Alderman Franco, Ward 5



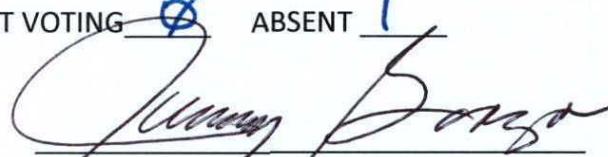
Alderman Hart-Burns, Ward 7



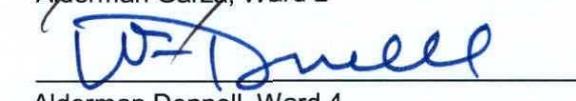
Alderman Bugg, Ward 9



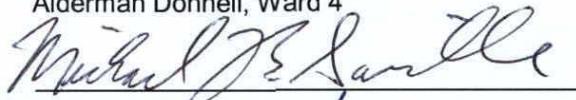
Alderman Irvin, At Large



Alderman Garza, Ward 2



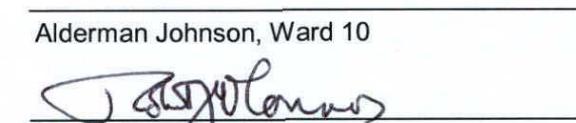
Alderman Donnell, Ward 4



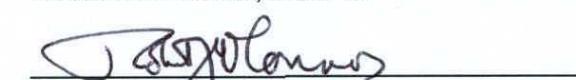
Alderman Saville, Ward 6



Alderman Mervine, Ward 8



Alderman Johnson, Ward 10



Alderman O'Connor, At Large

ATTEST:

  
Sara Townsend  
Deputy City Clerk



Thomas M. Lewis  
Mayor

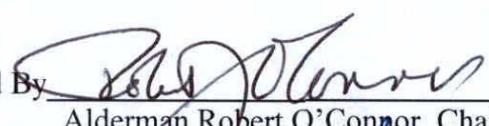
15.01069

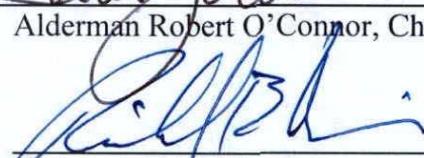
## RECOMMENDATION

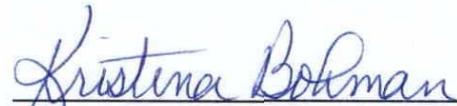
TO: THE COMMITTEE OF THE WHOLE  
FROM: THE FINANCE COMMITTEE

The Finance Committee at the regular scheduled Finance Meeting on Tuesday, December 8, 2015 Recommended APPROVAL of A Resolution for the approval of Total Facility Maintenance, Inc., Wood Dale, IL, A. Lindoo Building Maintenance LTD., Aurora, IL, and All Cleaners Inc., Willowbrook, IL as the lowest responsive responsible bidders for the janitorial contracts for the City of Aurora with the effective date of January 1, 2016.

The Vote 3-0

Submitted By   
Alderman Robert O'Connor, Chairman

  
Alderman Rick Mervine

  
Alderman Kristina "Tina" Bohman

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Alderman Ted Mesiacos, alternate

Dated this 8th day of December, 2015

**CITY OF AURORA  
REQUEST FOR PROPOSAL 15-44**

**JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS**

**CONTRACT**

**THIS AGREEMENT**, entered on this 1<sup>st</sup> day of January, 2016, for **Janitorial Cleaning Services at Various City-Owned Buildings** is entered into between the **CITY OF AURORA** ("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Total Facility Maintenance, Inc. ("Contractor"), located at 615 Wheat Lane, Suite C, Wood Dale, IL 60191.

**WHEREAS**, the City issued a Request for Proposal 15-44 **Janitorial Cleaning Services at Various City-Owned Buildings**; and

**WHEREAS**, the Contractor submitted a Proposal in response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on December 22, 2015, the City awarded a contract to Total Facility Maintenance Inc. to provide Janitorial Cleaning Services at the Downtown Buildings and Central Garage locations.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

**1. Agreement Documents.** The Agreement shall be deemed to include this document, Contractor's response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

**RFP 15-44 Janitorial Cleaning Services at Various City-Owned Buildings  
Addendum #1 and Addendum #2**

In connection with the RFP and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

**2. Scope of Services.** Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

**3. Term.** This Agreement shall be for a period of twenty-four (24) months, from the date of award with the option for two one-year extensions based on mutual agreement between the Proposer and the City of Aurora, unless sooner terminated in accordance with the terms contained herein, ends upon completion of the Services.

#### **4. Compensation.**

**a. Maximum Price.** In accordance with the Contractor's Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the RFP proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

**b. Schedule of Payment.** The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

#### **5. Performance of Services.**

**Standard of Performance.** Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other third-party, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

#### **6. Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

ATTEST:

Wendy Mcambidge  
City Clerk

FOR CITY OF AURORA

By: Ever L. Phillips

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Total Facility Maintenance, Inc.

(SEAL)

By *Jimmie Daniel*  
President - Contractor

ATTEST:

*Dolores A. Daniel*  
Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)

(SEAL)

(SEAL)  
Contractor

**CITY OF AURORA  
REQUEST FOR PROPOSAL 15-44**

**JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS**

**EXHIBIT 1**

Request for Proposal

Addendum #1

Addendum #2

**CITY OF AURORA  
REQUEST FOR PROPOSAL 15-44**

**JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS**

**EXHIBIT 2**

Total Facility Maintenance, Inc. Price Proposal

**CITY OF AURORA**  
**ADDENDUM PROPOSAL FORM 15-44**  
**JANITORIAL CLEANING SERVICES**  
**AT VARIOUS CITY-OWNED BUILDINGS**

I/We propose to furnish material and labor as specified in the attached specifications at the following listed monthly prices.

<b>DOWNTOWN FACILITIES - Vendors must bid on all locations:</b>		
<b>Building Location</b>	<b>Address</b>	<b>Monthly Cost</b>
<b>Elmslie/Hogan Building</b> Monday thru Friday	1-5 S. Broadway/Galena Blvd	\$ 980.00
<b>Alderman's Building</b> Monday thru Friday	60 E. Downer Place	\$ 560.00
<b>City Hall</b> Monday thru Friday	44 E. Downer Place	\$1,750.00
<b>Building &amp; Permits</b> Monday thru Friday	65 Water Street	\$ 900.00
<b>Stolp Island Offices</b> Monday thru Friday	5 E. Downer Place	
* Public Information		\$ 300.00
* ACTV		\$ 250.00
* Legal		\$ 300.00
* Fire Prevention		\$ 300.00
* Training Center		\$ 150.00
<b>Public Art Building</b> Monday thru Friday	20 E. Downer Place	\$ 550.00
<b>TOTAL MONTHLY COST FOR DOWNTOWN FACILITIES:</b>		<b>\$6,040.00</b>

<b>Vendors may bid on the following locations individually:</b>		
<b>Building Location</b>	<b>Address</b>	<b>Monthly Cost</b>
<b>Central Garage Building</b>	720 N. Broadway	\$1,450.00
<b>Animal Control</b>	600 S. River Street	\$ 300.00
<b>Customer Service</b>	3770 McCoy Drive	\$ 500.00

Contractor's Name: Total Facility Maintenance, Inc.  
Signature & Date: Jimmie Daniels 9-15-2015

CITY OF AURORA  
ADDENDUM PROPOSAL FORM 15-44  
JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS

**PARK & RECREATION DIVISION** - Vendors must bid on all items for both locations.

BUILDING LOCATION	# OF MONTHS	UNIT COST PER MONTH	TOTAL
1) <b>VISITOR'S CENTER</b> - 1000 Ray Moses Drive, Aurora, IL			
<u>Note: Interior of Mastodon Display Cases will be cleaned by Visitor Center Staff only</u>			
1a) April 1 thru May 31 (7 days) Monday, Thursday & Saturday Complete Clean Tuesday, Wednesday, Friday & Sunday Clean Restrooms, Empty Trash and Vacuum Door Mats	2 months	\$427.00	\$ 854.00
1b) June 1 thru August 31 (7 days) Monday - Sunday Complete Clean	3 months	\$429.33	<del>\$1,288.00</del> 1287.99
1c) September 1 thru October 31 (7 days) Monday, Thursday & Saturday Complete Clean Tuesday, Wednesday, Friday & Sunday Clean Restrooms, Empty Trash and Vacuum Door Mats	2 months	\$427.00	\$ 854.00
1d) November 1 thru November 30 March 1 thru March 31 (3 days) Monday, Thursday, Saturday Complete Clean	2 months	\$364.00	\$ 728.00
1e) December 1 thru February 28 (1 day) Monday – Complete Clean	3 months	\$100.00	\$ 300.00
<b>VISITOR'S CENTER GRAND TOTAL (1a thru 1e):</b>			<del>\$4,023.99</del> 399

BUILDING LOCATION	# OF MONTHS	UNIT COST PER MONTH	TOTAL
2) <b>PHILLIPS PARK GOLF COURSE CLUBHOUSE</b> - 1001 Hill Avenue, Aurora, IL			
<u>Note: Kitchen Area is Not Included in this Bid</u>			
2a) April 1 thru October 31 (7 days a week) • Monday thru Sunday Complete Clean	7 months	\$685.00	\$4,795.00
2b) November 1 thru March 31 (1 day) • Monday – Complete Clean	5 months	\$105.60	\$ 528.00
<b>PHILLIPS PARK GOLF COURSE CLUBHOUSE GRAND TOTAL:</b>			\$5,323.00
<b>GRAND TOTAL FOR VISITOR'S CENTER &amp; PHILIPS PARK GOLF COURSE:</b>			<del>\$9,346.99</del> 699

Contractor's Name: Total Facility Maintenance, Inc.

Signature & Date: Jimmie Daniels 9-15-2015

**Coulter, Jolene**

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**From:** Jimmie Daniels <JDaniels@totalfacilitymaintenance.com>  
**Sent:** Friday, October 02, 2015 11:11 AM  
**To:** Coulter, Jolene  
**Subject:** RE: City of Aurora, IL - RFP Janitorial Services

Good morning,

We have reviewed our pricing and we approve the changes.

Sincerely,

*Jimmie Daniels*  
Total Facility Maintenance, Inc.  
615 Wheat Lane, Ste C  
Wood Dale, IL 60191  
Ph: 630-766-8635  
Fx: 630-766-0281  
*jdaniels@totalfacilitymaintenance.com*

**From:** Coulter, Jolene [mailto:[JCoulter@aurora-il.org](mailto:JCoulter@aurora-il.org)]  
**Sent:** Friday, October 02, 2015 10:35 AM  
**To:** Jimmie Daniels  
**Subject:** City of Aurora, IL - RFP Janitorial Services

Good morning,

The committee reviewing the proposals received for janitorial services has requested the pricing proposals to add to the review process.

In confirming the pricing and totals I have found a price discrepancies...

For the Parks & Recreation Division:

1b) I arrive at \$1,287.99 (\$429.33\*3)

Changing your total for the Visitor's Center to \$4,023.99

If you agree with my calculations, the Grand Total for the Visitor's Center and Phillips Park Golf Course would be \$9,346.99

Please review and advise if you approve of the changes.

Sincerely,

*Jolene Coulter*

Administrative Assistant – Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507  
Ph) 630-256-3550  
Fx) 630-256-3559

The City of Aurora offers electronic funds transfer (EFT) payment to our vendors.  
EFT is fast, simple, safe and secure and is *our preferred method of payment!*  
Please feel free to contact the Purchasing Office if you have any question.