



# **City of Aurora, Illinois**

**Request for Proposal 24-093**

## **Janitorial Cleaning Services at Various City-Owned Buildings**

**BID PROPOSALS DUE**

**Wednesday, September 18, 2024  
at 11:00 a.m.**

**City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois**

CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-093

JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDING

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CITY OF AURORA
REQUEST FOR PROPOSAL
24-093
JANITORIAL CLEANING SERVICES
AT VARIOUS CITY-OWNED BUILDINGS

The City of Aurora is requesting sealed proposals from qualified vendors to provide janitorial cleaning services at various city-owned buildings in Aurora, Illinois.

Sealed Proposals will be received at the office of the City Clerk, 44 East Downer Place, Aurora, Illinois 60507, until 11:00 am, CST, Wednesday, September 18, 2024 to determine proposals for the above-named services. Proposals will not be opened and read publicly. A List of Proposers will be made available on the City's Website within three (3) business days.

Attached please find specifications and other pertinent documents necessary for you to respond to this Request for Proposal (RFP).

The contract will be for two (2) years with the option for two (2) one-year extensions based on mutual agreement. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible proposers.

Mandatory pre-site inspection meetings will be held at each location as follows:

Table with 3 columns: Date, Time, Location. It lists three mandatory pre-site inspection meetings on 9/4/2024, 9/5/2024, and 9/6/2024, each with a 10:00 AM start time and specific locations in Aurora, IL. Each meeting entry includes a detailed list of buildings to be visited.

Due to multiple buildings being reviewed; in order to qualify to bid, Proposer's must be present at the start of the meeting on the day and at the site of the location(s) they desire to bid on.

All inquiries and/or questions pertaining to the provisions of this Request for Proposal package shall be directed to the Director of Purchasing in writing at PurchasingDL@aurora.il.us. Questions will be accepted until 2:00 pm, Tuesday, September 10, 2024. Questions will be answered via addendum and posted to the City's website at https://www.aurora.il.org/bids.aspx by 4:00 pm, Wednesday, September 11, 2024. NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 10, 2024, 2:00 pm cut-off date/time.

All proposals are to be submitted on the proposal forms provided. Each proposal must be placed in an envelope, sealed, and clearly marked on the outside: "Proposal 24-093 Janitorial Services at Various City-Owned Buildings." The original unbound proposal submittal, two (2) copies and a PDF copy on a flash drive are to be provided. **In a separate sealed envelope**, submit one (1) set of the proposal pricing.

**Any Proposer who owes the City money may be disqualified at the City's discretion.**

The City encourages minority business firms to submit proposals and encourages the successful firm to utilize minority businesses as applicable.

A 100% performance and payment bond will be required from the successful Proposer.

Sufficient proof of liability and workmen's compensation insurance must be furnished to satisfy requirements of the City of Aurora.

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals, or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any bid, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional bids or counter-proposals. Unless otherwise specified by the bidder or the City, the City reserves the right to hold the best bids for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the bid to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

CITY OF AURORA

Jolene Coulter  
Director of Purchasing

# PROPOSER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY/STATE/ZIP CODE \_\_\_\_\_

NAME OF CORPORATE/COMPANY OFFICIAL \_\_\_\_\_

PLEASE TYPE OR PRINT CLEARLY

TITLE \_\_\_\_\_

AUTHORIZED OFFICIAL SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

TELEPHONE (\_\_\_\_) \_\_\_\_\_

FAX No. (\_\_\_\_) \_\_\_\_\_

Subscribed and Sworn to

Before me this \_\_\_\_ day

of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  )        ss.  
County of Kane                )

PROPOSER’S TAX CERTIFICATION

(PROPOSER’S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_  
(Signature of Proposer’s Executing Officer)

\_\_\_\_\_  
(Print name of Proposer’s Executing Officer)

\_\_\_\_\_  
(Title)

ATTEST/WITNESS:

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

(SEAL)

**CITY OF AURORA, ILLINOIS  
REQUEST FOR PROPOSAL 24-093**

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

**INSTRUCTIONS TO PROPOSERS**

**01. REQUIREMENTS OF PROPOSER**

The successful Proposer may be required to (a) enter into a fully signed contract in writing with the City of Aurora covering matters and things as are set forth in the Proposal Package; and (b) carry insurance acceptable to the City covering public liability, property damage and workers compensation.

**02. ACCEPTANCE OF PROPOSALS**

a. Proposer must submit two (2) complete, sealed, signed and attested copies of the proposal and one (1) PDF copy on a flash drive, and shall have provided all requested information, and submitted all appropriate forms, certificates, affidavits and addendum acknowledgements in each copy in order to be considered responsive.

b. **In a separate sealed envelope, submit one (1) set of the proposal pricing. Pricing shall not be mentioned anywhere in the body of the proposal.**

c. The City reserves the right to reject any and all Proposals or parts thereof and to waive any technicalities and irregularities in the proposal and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the proposals for ninety (90) days from the opening date set forth above. Proposer agrees to accept a notice of award, if selected, based on the terms of this Proposal in the event that a notification of award is received on or before expiration of the 90-day time period. The City reserves the right to cancel the Proposal at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Proposer as a result of that cancellation. Each Proposer is solely responsible for the risk and cost of preparing and submitting a Proposal.

d. Although price is a consideration, qualifications and experience, capacity to handle the work, and response to the RFP, will also be considered. No Proposal will be considered unless the Proposer shall furnish evidence satisfactory to the City that he has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the Work should the contract be awarded to him. Proposal documents which are not responsive to the requirements herein may not be considered by the City for an award of the contract.

The contract may be awarded to multiple Proposers based on the lowest responsive responsible submission. In determining the responsibility of any Proposer, the City may take into account other factors in addition to the evaluation criteria, such as past records of its or other entities transactions with the Proposer, experience, ability to work cooperatively with the City and its staff, adequacy of equipment, ability to complete performance within necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources.



The Proposer will be awarded in the City's best interests based on these and other legally-allowable considerations. The City and its representatives and agents may make any investigations deemed necessary to determine the ability of the Proposer to perform the Work. The Proposer shall furnish any information and data requested by the City for this purpose.

**03. RECEIPT OF PROPOSALS**

- a. It is suggested that Proposers allow a minimum of four (4) days for delivery through U.S. mail, or Proposals may be delivered to the Office of the City Clerk in person. Overnight courier is acceptable provided timely receipt of Proposers. The City shall not be responsible for the late delivery of your proposal by a third-party courier. The Proposer assumes responsibility for late delivery of the mail. It is the sole responsibility of the Proposer to see that his Proposal is received in the proper time.
- b. Any Proposal received by the Office of the City Clerk **after 11:00 a.m. on Wednesday, September 18, 2024**, shall be rejected and returned unopened.

**04. WITHDRAWAL OF PROPOSALS**

Proposers are cautioned to verify their bids before submission. Negligence on the part of the proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened. Proposers may not withdraw their Proposal after the opening without the approval of the Purchasing Director. Requests to withdraw a Proposal must be in writing and properly signed. Proposers may, however, without prejudice, modify or withdraw its Proposal by written request, provided that the request is received by the City Clerk prior to the scheduled opening and at the address to which Proposals were to be submitted. Following withdrawal or modification of its Proposal, Proposer may submit a new Proposal, provided it is received by the City Clerk prior to the proposal due date. No Proposal will be opened which is received after the time and date scheduled for the Proposals to be received.

**05. CITY'S AGENT**

The Purchasing Director, or delegate, shall represent and act for the City in all matters pertaining to the Proposal and contract in conjunction thereto.

**06. CONTRACT**

The contract will be for two (2) years with the option for two (2) one-year extensions based on mutual agreement. The City reserves the right to award the proposals individually or cumulatively to qualified and responsible proposers.

An authorized company representative shall appear at the office of the Purchasing Office within five (5) business days after City Council approval for the purpose of signing the contractual agreement. Failure on the part of the Proposer to execute the contract within five (5) business days and provide the required evidence of insurance at or before the execution of the contract will be considered just cause for the annulment of the award of the Proposal.

**07. SUBLETTING OR ASSIGNMENT OF CONTRACT**

**The Proposer shall not sublet, sell, or assign all, or any portion of the contract, or of the work provided for therein, without the written consent and authorization of the City,** and in no case shall such consent relieve said contractor from either, any, or all of the obligations herein entered into, or change the terms of the obligation hereof. The workers on premise shall be employed by the contractor.

## 08. INVESTIGATION

It shall be the responsibility of the Proposers to make any and all investigations necessary to become thoroughly informed of what is required and specified in the RFP. No plea of ignorance by the Proposers of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer.

Each Proposer submitting a Proposal is responsible for examining the complete Request for Proposal Package and all Addenda, and is also responsible for informing itself of all conditions that might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proposer, and no relief will be given for errors or omissions by the Proposer. If awarded the contract, the Proposer will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer should have fully informed himself, because of his failure to have so informed himself prior to submitting the proposal. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination as is required in this section and that the Proposer is conversant with local facilities and difficulties, the requirements of the Request for Proposal documents, and of pertinent, local, state and federal laws and codes, prevailing local labor and material markets, and has made due allowance in its Proposal for all contingencies. Before any award is made of the contract to the Proposer, the Proposer may be required to, upon request of the City, furnish information concerning his performance record in his capacity to complete the work in an efficient and timely manner.

## 09. PROPOSER CAPABILITY

The City reserves the right to require of the Proposer proof of his/her capability to perform as required by the specifications. However, prequalification of the Proposer shall not be required. The City may, at its option, disqualify a proposer and reject his proposal for cause. Reasons deemed sufficient for this action shall include, but not be limited to, the following:

- Evidence of collusion among proposers.
- Receipt of more than one proposal on any project from an individual, or from a corporation. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Proposer's financial statement, experience and/or plant and equipment.
- **Any proposer who owes the city money may be disqualified at the City's discretion.**

## 10. PROPOSAL AWARD

It is the intent of the City to award a contract to the highest ranking, responsive responsible proposer or multiple proposers based on the specifications. The City reserves the right to determine the highest ranking, responsive responsible proposer on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors, but not limited to (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

However, if the Proposer modifies limits, restricts or subjects his bid proposal to conditions that would change the requirements of the proposal, this would be considered a conditional or qualified Bid Proposal and will not be accepted. The City reserves the right to delete any item listed in the bid.

**11. BID DEPOSIT**

No Bid Deposit Required.

**12. ELIGIBILITY**

By signing this proposal, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

**13. SPECIAL CONDITIONS**

Wherever special conditions are written into the Special Conditions and Specifications which are in conflict with conditions stated in these Instructions to Proposers, the conditions stated in Special Conditions and Specifications shall take precedence.

**14. REFERENCES**

Sufficient references of all like public and/or private agencies must be presented on a separate sheet and attached to this Proposal. Listing must include company name, contact person, telephone number and date purchased. All Proposers, as a condition of and prior to entry into a contract, agree that a complete background investigation of the principals of the Proposer and all employees who will work on the project may be made. Proposers agree to cooperate with the appropriate City of Aurora personnel to supply all information necessary to complete these investigations. The City of Aurora in its complete discretion may disqualify any Proposer, including low Proposer, and may void any contract previously entered into based on its background investigation.

**15. REGULATORY COMPLIANCE**

Proposer represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Proposer shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

**16. PROTECTION AND RESTORATION OF PROPERTY**

It is understood that in the execution of the Work herein provided for there may be interference with and/or damage to trees, shrubbery, crops, fences, railroad tracks, overhead structures such as poles, wires, cables, underground structures such as sewers, gas mains, telephone conduits and cables, water mains, drains, service connections, wires, pipes, conduits, located along, adjacent to, and/or crossing the locations of the Work, and that it may be necessary to relocate or reconstruct certain of such structures, improvements, and installations and/or to make repairs to the same by reasons of doing the Work herein provided for, and it is therefore particularly and specifically agreed that the Proposer except as otherwise herein provided, shall do the Work necessary for such relocation, reconstruction, and repair and shall bear and pay all of the cost and expense of such relocation, reconstruction, and/or repair of, and all damage done to any and all such pipe line and other structures, improvements, and installations, including service connections, if any, to adjacent property, existing at the date of the execution of the contract and/or existing, during the period of the Work to be done under the contract, which may be interfered with, damaged, and/or necessarily relocated, reconstructed, or repaired in the performance of the Work herein provided for, including the restoration and resurfacing of unpaved portions of public streets and alleys, rights-of-way, easements, and private property damaged or disturbed by the Work, the same to be restored to as good condition as the same existed at the time of the commencement of any such Work or relocation.

**17. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Proposers shall promptly notify the City of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each proposer shall ascertain prior to submitting a proposal that all addenda have been received and acknowledged in the bid.

**18. GUARANTEE AND MAINTENANCE OF WORK**

The Proposer shall guarantee the Work to be free from defects of any nature for a period of one year from and after the final acceptance and payment for the Work by the City, and the Proposer shall maintain said Work and shall make all needed repairs and/or replacements during this one year period which in the judgment of the Council, may be necessary to insure the delivery of the Work to the City in first-class condition and in full conformity with the plans and specifications therefore, at the expiration of the guarantee period.

**19. MEDICAL AND EMERGENCY SERVICES**

Proposer agrees to provide to all persons employed in the performance of the contract all necessary first aid, medical, surgical and hospital services as required by the laws of the State of Illinois from time to time in force.

**20. PAYMENT**

Payment shall be made for services rendered. The City, after inspection and acceptance, and in consideration of the faithful performance by the Bidder, agrees to pay for the completion of the work embraced in this contract, payment shall be made in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505/1, *et.seq.*)

Time, in connection with any discount offered, will be computed from the date of delivery to the City or from the date a correct invoice is received by the City of Aurora Purchasing Division, if the latter date is later than the date of delivery.

Prices will be considered NET, if no payment discount is shown.

**All invoices MUST contain a valid City of Aurora issued purchase order.**

The successful Bidder shall submit invoices via e-mail to:

[PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us)

or Mail to the following address:

**City of Aurora  
Attn: Purchasing Division  
44 E. Downer Place  
Aurora, IL 60507**

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!***

**21. PRICES**

The price quoted for each item is the full purchase price, including delivery to destination and includes all transportation and handling charges, premiums on bonds, material or service costs and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

Unit prices shall not include any local, state or federal taxes. In case of mistake in extension of price, unit price shall govern. All prices must be typewritten or written in black ink. (The party signing the Bid Proposal, or his/her authorized representative must initial any alteration in ink.)

**22. TAXES**

The City of Aurora is exempt, by law, from paying State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax upon City works and purchases. The City of Aurora's Sales Tax Exemption Number is E9996-0842-07.

**23. DEFAULT**

Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the City reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Proposer, as to stated items not yet shipped or services not yet rendered. The City will procure articles or service from other sources and hold the Proposer responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

**24. CANCELLATION**

The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

**25. SIGNATURES**

Proposal must be signed by the Proposer with his/her usual signature. Proposals by partnerships must be signed with the partnership name by all members of the partnership, or an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of the person authorized to bind it in the matter. All signatures must be in ink.

When a corporation submits a Proposal, its agent must present legal evidence that he has lawful authority to sign said Proposal and that the corporation has a legal existence. In the event that any corporation organized and doing business under the laws of any foreign state is the successful Proposer, such corporation must present evidence before any contract is executed that it is authorized to do business in the State of Illinois. Proposals by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign), and the signature must be attested by the Secretary or an Assistant Secretary, and the corporate seal must be affixed. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature, and the official address of the partnership must be shown below the signature. Any corrections to entries made on the Proposal forms shall be initialed by the person signing the Proposal. When requested by the City, satisfactory evidence of the authority of any signature on behalf of the Proposer shall be furnished.

**26. COMPLIANCE WITH LAWS AND REGULATIONS**

The Proposer shall at all times observe and comply with all Federal, State, Municipal and other local laws, ordinances, regulations, and requirements which in any manner affect the conduct of the Work, and with all Federal, State and local laws and policies of non-discrimination, sexual harassment, prevailing wages and others applicable thereto; and all such orders or decrees as exist at the present and which may be enacted later, of bodies or tribunals having jurisdiction or authority over the Work, and no plea of misunderstanding or ignorance thereof will be considered. He shall indemnify and save harmless the City and all its officers, agents, employees and servants against any requirement, claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether

by himself or his employees. This contract shall be governed by and construed according to the laws of the State of Illinois.

## **27. BONDS AND INSURANCE**

The Proposer will be required to furnish a Performance Bond in the amount of one hundred percent (100%) of the full contract price, a Payment Bond, Public Liability Insurance, and Workers Compensation Insurance; all of which shall be acceptable to the City of Aurora.

The Proposer awarded the project(s) will need to provide performance and payment bonds for one year with a letter attached from the bond company certifying that the bond may be automatically renewed for the second year.

The term Payment Bond shall be understood to mean the bond executed by the Proposer and his surety guaranteeing the payment of all sums of money due for any labor, materials, apparatus, fixtures, or machinery furnished to such principal for the purpose of performing the contract work.

The term Performance Bond shall be understood to mean the bond, executed by the contractor and his surety, guaranteeing complete execution of the contract.

Proof of liability insurance coverage through a reputable, recognized carrier shall be provided at the time of acceptance and signing of the contract and shall remain current for the duration of the contract.

The City of Aurora, by showing and substantiating sufficient proof of incompetence, negligence, poor or substandard workmanship which would cause unwarranted damage or deterioration of either premises, contents or appendages, reserves the right to terminate said Contractor without recourse from the City by successful Contractor.

## **28. INSURANCE AND HOLD HARMLESS PROVISION**

At the Proposer's expense, the Proposer shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Proposer's operations. The Proposer shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City of Aurora and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City. This provision shall also be stated on each Certificate of Insurance as: "Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named to the left". If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
  - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
  - (b) \$500,000 per occurrence for Property Damage
  - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
  - (a) Bodily injury with limits not less than \$1,000,000
  - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate

The Proposer shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. All insurance premiums shall be paid without cost to the City.

The Proposer agrees to indemnify and save harmless the City of Aurora, their agents and employees from and against all loss and expenses (including costs and attorneys' fees) by reason of liability imposed by law or claims made upon the City of Aurora for damages because of bodily injury, including death at any time resulting therefrom sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this project work, whether such claims or injuries to persons or damage to property be due to the negligence of the Proposer or his Subcontractors. The Proposer shall assume total risk and shall be responsible for any and all damages or losses caused by or in any way resulting from the work and provide all insurance necessary to protect and save harmless the City of Aurora and its employees.

**29. WORKERS COMPENSATION ACT**

The Proposer further agrees to insure his employees and their beneficiaries and to the employees and the beneficiaries of any subcontractor employed from time to time by him on said Work, the necessary first-aid, medical, surgical, and hospital services and any compensation provided for in the Workers Compensation Act of the State of Illinois that is or may be in force in the State.

Such insurance shall be placed by said Proposer in a company or association (to be approved by the City and to be accepted by the Council thereof) authorized under the laws of the State of Illinois to insure the liability above specified.

Said Proposer hereby further agrees to indemnify, keep and save harmless said City from all action, proceedings, claims, judgments, awards, and costs, loss, damages, expenses, and attorney's fees which may in any way come against said City by reason of any accidental injuries or death suffered by any of his employees or the employees of any subcontractor employed by him in and about the performance of the Work provided for in the contract, and any and all liability resulting thereupon; and said Proposer, in case of any suit, action, or proceeding on account of any or all of the foregoing shall defend the same for and on behalf of said City and indemnify the City therefore, and pay the amount of any and all awards and final judgments and orders rendered and entered therein, together with all loss, costs, damages, attorney's fees, and expenses incurred therein. Said Proposer shall be the sole employer of its employees and workers, and in no way so shall the City be considered a joint employer of same under any circumstance.

**30. MINORITY PARTICIPATION**

The City of Aurora encourages minority business firms to submit proposers and encourages the successful contract Proposer to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

**31. PROSECUTION OF WORK**

The Proposer shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to ensure its completion within the time specified in the contract.

**32. INSURANCE CERTIFICATES**

At, or prior to, delivery of the signed contract, the successful Proposer shall deliver to the City the policies of insurance or insurance certificates as required by the Contract Documents. All policies or certificates of insurance shall be approved by the City before the successful Proposer may proceed with the Work. Execution of the contract by the City is contingent upon receipt of the insurance policies or certificates. Failure to provide the evidence of insurance in the time provided for will result in disqualification and the Proposal will be awarded to the second rated Proposer or in the creation of a new Request for Proposal.

**33. PERSONNEL AND EQUIPMENT**

The Proposer shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required, and the Proposer shall provide identification of its personnel if requested by the City.

Any Proposer's employee whose employment is reasonably detrimental or objectionable to the City shall be immediately transferred from the premises upon the City's request. The exercise of the option shall not be construed as placing the City in charge of the Work or making the City responsible for safety.

All on the road vehicles or equipment shall be identified by the Proposer's name for purpose of identification.

All tools or equipment required to carry out the operations within the scope of the contract shall be provided by the Proposer and shall meet the standards of the Federal Occupational Safety and Health Act and State of Illinois safety codes as may be required by law. The City reserves the right to inspect the equipment that will be used prior to award of the Proposal.

#### **34. TIME**

Proposer shall schedule its Work to meet the requirement of the City. Proposer shall perform the Work expeditiously in cooperation with the City's agents, employees, contractors and subcontractors. Proposer shall make no claim against City and no claim shall be allowed for any damages which may arise out of any delay caused by City, its agents, employees, contractor or subcontractors. Proposer's sole remedy for delay shall be an extension in the contract time.

#### **35. QUESTIONS**

All inquiries and/or questions pertaining to the provisions of this Request for Proposal package shall be directed to the Director of Purchasing in writing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). **Questions will be accepted until 2:00 pm, Tuesday, September 10, 2024.** Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, September 11, 2024. NO questions will be accepted or answered verbally. **No questions will be accepted or answered after the September 10, 2024, 2:00 pm cut-off date/time.**

**It is the proposer's responsibility to check the website before submitting their proposal.**



**APPENDIX A**  
**CITY OF AURORA, ILLINOIS**  
**REQUEST FOR PROPOSAL 24-093**  
**JANITORIAL CLEANING SERVICES**  
**AT VARIOUS CITY-OWNED BUILDINGS**  
**PROPOSAL SPECIFICATIONS**

**Section 1. Project Introduction and Purpose**

Proposers are required to read and understand all information contained within the entire proposal package. By responding to this RFP, the proposer agrees to have read and understand these documents.

**Purpose:** The City of Aurora (hereinafter “the City”) seeks proposals from qualified contractors to perform comprehensive cleaning and janitorial work at various city-owned buildings.

**Locations**

- City Hall, 44 E. Downer Place, Aurora, IL
- Elmslie/Hogan Building, 1-5 S. Broadway and 51 E. Galena Blvd., Aurora, IL
- Aldermen’s Office, 60 E. Downer, Aurora, IL
- Development Services Center, 77 S Broadway, Aurora, IL
- MVPS Office, 5 East Downer Place, Aurora, IL
- GAR, Grand Army of the Republic Hall, 23 E Downer, Aurora, IL
- Public Art Building, 20 E. Downer Place, Aurora, IL
- Customer Service Center, 3770 McCoy Drive, Aurora, IL
- Electrical Department Building, 339 Middle, Aurora, IL
- Central Garage Building, 720 N. Broadway, Aurora, IL.
- Financial Empowerment Center, 712 South River Street, Aurora, IL
- Visitor Center, 1000 Ray Moses Drive, Aurora, IL
- Phillips Park Admin Building, 901 Ray Moses Drive, Aurora, IL
- Phillips Park Golf Clubhouse, 1001 Hill Avenue, Aurora, IL
- Phillips Park Golf 1<sup>st</sup> Tee Building, 1001 Hill Avenue, Aurora, IL
- Animal Care & Control, 600 South River Street, Aurora, IL
- Public Facilities Department, 101 North Lake Street, Aurora, IL
- Downtown Maintenance, 107 Spruce Street, Aurora, IL
- Community Outreach Center, 1226 Grand Boulevard, Aurora, IL
- Public Works Facility, 2100 East New York Street, Aurora, IL

The goal is to provide one or multiple contracts to qualified Proposers for the locations listed above. The cleaning requirements are identified within Appendix “B”.

## **Section 2. Minimum Qualifications, Specifications, and Scope of Work**

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

All proposal respondents are to submit a written report containing and/or substantiating the following:

1. The company's legal name, address, telephone number and e-mail address.
2. Resume(s) of principal(s) of the company outlining experience and qualifications.
3. A description of the company's prior experience, including similar contracted buildings (in particular those buildings owned by a governmental entity).
4. The name(s) of at least three (3) building owners who are knowledgeable regarding the company's performance and would be willing to provide a reference. Reference sheet has been provided as Exhibit C.
5. Details concerning how the solicited buildings will be cleaned to meet the project requirements including:
  - a. **The number of employees to be utilized.**
  - b. **The number of hours each employee will work on a daily and weekly basis.**
  - c. The organized framework to be used for the cleaning (i.e. what building elements will be cleaned first, which floors will be cleaned first, which other floors will be cleaned sequentially).

**Note:** This is required for each building/location.

6. A description of what areas appear to be the most critical to clean based upon your inspection and survey. Describe location and rationale.
7. A description of what special cleaning methods and/or products your company would recommend in order to maintain the buildings in the best possible manner. What experience does your company have in the use of these methods and/or products? Provide specific examples.
8. A copy of the training program that is used for your company's employees. In the alternative, describe the type of training that employees undergo at initial hire as well as on an on-going basis.

## **Section 3. Rates and Prices**

**In a separate sealed envelope, submit one (1) set of the proposal pricing. Pricing shall not be mentioned anywhere in the body of the proposal.**

Pricing shall be firm and fixed throughout the term of the program, unless a formal contract amendment makes a change to the Scope of Work and necessitates a revision to the firm-fixed pricing.

## **Section 4. Proposal Format and Organization**

Submit your proposal using the following format and include the financial proposal, using the form provided, **in a separate sealed envelope.** Failure to clearly and completely provide all information below, on the forms provided and in the order requested, will result in rejection of the proposal as non-responsive.

- 4.1 **Cover Letter:** Cover letter must be signed by an individual having the authority to sign contracts on behalf of the organization. Cover letter must also acknowledge receipt of all addenda, if any have been issued.
- 4.2 **Responsible Contract Personnel:** Indicate who the Project Manager is and other project team members that will support the program and supply brief resumes and where they reside.
- 4.3 **Proposal Response:** Elements of this RFP will be scored and ranked by the Evaluation Committee as described in **Section 5** below. Please note that brief, concise responses to the items listed in **Section 2** of this RFP are strongly preferred. Proposals should not exceed 45 single sided, not including covers, table of contents and section dividers.

Supplemental brochures and materials that will assist the City in evaluation will be considered; vendors should use their judgment on attachments and appendixes providing additional information.

Please provide the most recent audited company financial statements with your RFP submission. The vendor should submit an original plus four (4) copies of the proposal and any supporting materials. Only one (1) copy of the financial proposal is to be submitted, **in a separate, sealed envelope**. **Pricing shall not be mentioned anywhere in the body of the proposal.**

The vendor has full responsibility to ensure the proposal arrives to the Office of the City Clerk prior to **11:00 a.m., Wednesday, September 18, 2024.**

The City assumes no responsibility for delays caused by the US Post Office or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the date due. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole determination of the City.

## **Section 5. Evaluation Process**

### **Step #1: Initial Screening**

Minimum Qualifications and Responsiveness: City will review proposals for initial decisions on responsiveness and responsibility. Those proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

### **Step #2: Proposal Evaluation**

The Project Evaluation Team, comprised of members of the cooperating City Departments, will evaluate proposals. Proposal responses will be evaluated on, but not limited to, price, company qualifications and experience (including reference checks), and availability and capacity of the company to perform the work.

### **Step #3: Interviews**

The Project Evaluation Team reserves the right to interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms shall be determined by combining results of interviews and proposal submittals.

### **Step #4: Selection**

The City will select the vendors that are evaluated to be most competitive. When evaluation of the responses produces ratings that are equivalent, the Project Evaluation Team will recommend award of the contract to the vendor(s) whose response is deemed to be in the best interests of the City. Any contract resulting from this RFP will be subject to approval by the Aurora City Council.

## **Section 6. Administrative Requirements and Information**

- 6.1 Proposal Procedures and Process.** This section details City procedures for directing the RFP process. The City reserves the right in its sole discretion to reject the proposal of any vendor who fails to comply with any procedure in this section.
- 6.2 Communications with the City.** All inquiries and/or questions pertaining to the provisions of this Request for Proposal package shall be directed to the Director of Purchasing in writing at [PurchasingDL@aurora.il.us](mailto:PurchasingDL@aurora.il.us). **Questions will be accepted until 2:00 pm, Tuesday, September 10, 2024.** Questions will be answered via addendum and posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, September 11, 2024. **NO questions will be accepted or answered verbally. No questions will be accepted or answered after the September 10, 2024, 2:00 pm cut-off date/time**

No other City official or City employee is empowered to speak for the City with respect to this RFP. Any vendor seeking to obtain information, clarification, or interpretations from any other City official or City employee other than as directed above, is advised that such material is used at the vendor's own risk. The City will not be bound by any such information, clarification, or interpretation.

**6.3 Mandatory pre-site inspection** meetings will be held at each location as follows:

Date	Time	Location
9/4/2024	10:00 AM	City Hall 2nd Floor Council Chambers, 44 E Downer Place, Aurora, IL
<p style="text-align: center;">Site visitation of each location will follow immediately thereafter beginning with City Hall, Elmslie/Hogan Building, Aldermen's Office, Development Services Center, MVPS Office, GAR Grand Army of the Republic Hall, and Public Art Building.</p>		
9/5/2024	10:00 AM	Customer Service Center, 3770 McCoy Drive, Aurora, IL (meet in front lobby)
<p style="text-align: center;">Site Visitation of each location will follow immediately thereafter beginning with Customer Service Center, Visitor Center, Phillips Park Admin &amp; Maintenance Building, Phillips Park Golf Clubhouse, Phillips Park 1st Tee Building, and Community Outreach Center.</p>		
9/6/2024	10:00 AM	Central Garage, 720 N. Broadway, Aurora, IL
<p style="text-align: center;">Site Visitation of each location will follow immediately thereafter beginning with Central Garage, Public Facilities Department, Downtown Maintenance, Electrical Department Building, Animal Care &amp; Control, and Financial Empowerment Center.</p>		

**Due to multiple buildings being reviewed; in order to qualify to bid, Proposer's must be present at the start of the meeting on the day and at the site of the location(s) they desire to bid on.**

- 6.4 Changes to the RFP/Addenda.** A change may be made by the City if, in its sole judgment, the change will not compromise the City's objectives in this acquisition. A change to this RFP will be made by formal written addendum and shall become part of this RFP and included as part of the Contract. It is the responsibility of interested vendors, **who were in attendance at the mandatory pre-site inspection(s)**, to assure that they have received Addenda, if any are issued, and acknowledge such receipt in their cover letter.
- 6.5 Receiving Addenda and/or Question and Answers.** The City will make efforts to provide addenda and similar announcements directly to those who were in attendance at the mandatory pre-site inspection(s). Notwithstanding efforts by the City to provide such notice to those who were in attendance at the mandatory pre-site inspection(s), it remains the obligation and responsibility of those vendors to learn of any addenda issued by the City. Such efforts by the City to provide notice do not relieve the vendor from the sole obligation for learning of such material. Any and all Addenda shall be posted to the City's website at <https://www.aurora.il.org/bids.aspx> by 4:00 pm, Wednesday, September 11, 2024.
- 6.6 RFP Opening – No Reading of Prices.** The City does not read out loud proposal openings for RFP responses. The City requests that companies refrain from requesting proposal information concerning other respondents until after an awarded by City Council, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information only after the contract has been awarded by City Council.
- 6.7 Effective Dates of Offer.** Offer prices and costs in vendor submittal must remain valid until after City Council has made an award. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint through the Freedom of Information (FOIA) process.
- 6.8 Cost of Preparing Proposals.** The City will not be liable for any costs incurred by the vendor in the preparation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the vendor's participation in pre-site inspection(s).
- 6.9 Vendor Responsibility.** It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must

comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for contractors as set forth by the State of Illinois.

- 6.10 Changes in Proposals.** Prior to the proposal submittal closing date and time established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the City Clerk, in writing, to do so. No change to a proposal shall be made after the proposal closing date and time.
- 6.11 Errors in Proposals.** Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the proposer's obligation to the City.
- 6.12 Withdrawal of Proposal.** A submittal may be withdrawn by written request to the City Clerk from the submitter prior to the stated closing date and time.
- 6.13 Rejection of Proposals and Rights of Award.** The City reserves the right to reject any or all proposals, or portions thereof, at any time with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion.
- 6.14 Proposal Disposition.** All material submitted in response to this RFP shall become the property of the City of Aurora upon delivery to the City Clerk.

# APPENDIX B

## CITY OF AURORA, ILLINOIS

### REQUEST FOR PROPOSAL 24-093

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

##### SPECIAL INSTRUCTIONS

##### Section 1. General

##### **1.0.0 Sections 1.0.0 through 1.11.0 applies to all building/suite locations.**

- a. Mandatory uniforms to include company issued pants, a shirt with a collar, company name and employee name over chest pocket and display of ID card at a visible location around neck or on uniform must be worn by all personnel at all times.
- b. Maintenance of a log record detailing all areas cleaned in strict conformance with the contract must be submitted each week by the cleaning company by an established deadline (to be determined by City).
- c. All employees must fully understand and speak English and carry a cell phone at all times and respond promptly to all calls for service that are placed by the City.
- d. Cleaning company supervisor is required to walk the buildings once every two weeks and provide a written report to the Superintendent of Facilities Maintenance or designee. The written report must list all observed problems and indicate the company's response to them.
- e. Supervisor is required to meet with Superintendent and walk the buildings once a month. A written report listing all observed problems and the approach to their solution must be submitted no later than two days after the walk through.
- f. Cannot mix mop applications with the toilets. Separate mop required for all toilets.
- g. Cannot mix mop application with any lunch rooms in buildings. Separate mop must be used for lunch rooms.
- h. Termination provisions:
  1. Failure to walk buildings once every month and provide written report within required time frame.
  2. Failure of the designated crew leader to return cell phone call from Superintendent of Facilities Maintenance or any designated personnel within fifteen minutes of a call being place during building working hours.
  3. Other violations of the contract may result in termination for just cause with 30 days' notice; unless the infraction requires immediate action.
  4. The City reserves the right to cancel the whole or any part of the contract if the Proposer fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The Proposer will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.
- i. Cleaning staff, including substitute employees, are subject to review prior to being allowed access to the premises. Each employee and sub-contractor, including supervisors, shall submit to being photographed, fingerprinted and subjected to and pass a background check.

### **1.1.0 Locations**

- City Hall, 44 E. Downer Place, Aurora, IL
- Elmslie/Hogan Building, 1-5 S. Broadway and 51 E. Galena Blvd., Aurora, IL
- Aldermen's Office, 60 E. Downer, Aurora, IL
- Development Services Center, 77 S Broadway, Aurora, IL
- MVPS Office, 5 East Downer Place, Aurora, IL
- GAR, Grand Army of the Republic Hall, 23 E Downer, Aurora, IL
- Public Art Building, 20 E. Downer Place, Aurora, IL
- Customer Service Center, 3770 McCoy Drive, Aurora, IL
- Electrical Department Building, 339 Middle, Aurora, IL
- Central Garage Building, 720 N. Broadway, Aurora, IL.
- Financial Empowerment Center, 712 South River Street, Aurora, IL
- Visitor Center, 1000 Ray Moses Drive, Aurora, IL
- Phillips Park Admin Building, 901 Ray Moses Drive, Aurora, IL
- Phillips Park Golf Clubhouse, 1001 Hill Avenue, Aurora, IL
- Phillips Park Golf 1<sup>st</sup> Tee Building, 1001 Hill Avenue, Aurora, IL
- Animal Care & Control, 600 South River Street, Aurora, IL
- Public Facilities Department, 101 North Lake Street, Aurora, IL
- Downtown Maintenance, 107 Spruce Street, Aurora, IL
- Community Outreach Center, 1226 Grand Boulevard, Aurora, IL
- Public Works Facility, 2100 East New York Street, Aurora, IL

### **1.2.0 Contract Term**

The contract will be for two (2) years with two one-year extensions based on mutual agreement between the contractor and the City of Aurora.

The City reserves the right to not award any or all locations listed in the Proposal Package.

The City reserves the right to add or remove locations at any time as deemed necessary and in the best interest of the City.

The City reserves the right to modify the cleaning service schedule and frequency as deemed necessary and in the best interest of the City.

### **1.3.0 Supply Responsibility**

Paper, plastic bags and cleaning chemicals will be provided by the City of Aurora for all areas. A mandatory training session on proper use of chemicals and equipment maintenance will be conducted by the supplier for the staff of the winning proposer prior to contract implementation. No chemicals will be stored in containers without complete labels.

Sanitary napkins shall be supplied by the City and installed by the Contractor in the various vending machines located throughout the buildings. All vending machines are coin operated and the revenue from the machines will be the property of the City of Aurora.

#### **1.4.0 Equipment Responsibility**

All equipment is provided and maintained by the contractor. This includes the following minimum items:

- a. Janitorial carts (6" wheels, or larger to hold paper)
- b. High dusters with extensions for stairwells and vaulted ceilings
- c. Dust mops
- d. Wet mops
- e. Mop buckets with wringers
- f. Commercial upright vacuums with beater brushes and magnet bars or preferred backpack commercial vacuums
- g. Backpacks or handheld vacuums with wand for edgework and brush for vents
- h. Large commercial canister vacuums
- i. One 20" floor machine
- j. Buckets on wheels
- k. Carpet cleaner(s) for spot cleaning
- l. Carpet extractor

#### **1.5.0 Communication**

The crew leader will speak, read and write English and will carry a cellular phone and respond to calls from the facility manager or designee. The crew leader will also respond to requests and issues noted in a log to be maintained at each location. The crew leader will be available, if requested, to meet with a facility manager before the end of the facility manager's workday. The crew leader's supervisor will be required to walk the buildings once a month with the Superintendent of Facilities Maintenance or designee. The crew leader will be required to check in with a designated member of the City's maintenance staff each day as designated per each location.

#### **1.6.0 Glass**

The exterior and interior of perimeter windows is not to be included in the bid except at public entrances. All non-perimeter glass is included.

#### **1.7.0 Carpeting**

The contractor is required to maintain the appearance of the carpeting by spot cleaning and regular cold-water cleaning (spin mopping or extraction) of traffic patterns. Note that the City, not the contractor, is responsible for shampooing the carpeting. The contractor shall report any stains to the Superintendent of Facilities Maintenance or designee.

#### **1.8.0 Entrance Mats**

The City of Aurora has a mat exchange program. The mats are to be vacuumed as heavy traffic carpeted areas every day.

#### **1.9.0 Exterior**

Nothing on the exterior of the building is to be covered under this bid except trash containers, ashtrays, mats, glass, metal, and trash and tobacco waste found within 20 ft. of all entranceways.

#### **1.10.0 Recyclable Materials**

Only the large collector containers and the newspaper/magazine/catalog/plastic/metal containers are to be emptied by cleaning staff. It is the individual city associate's responsibility to empty the small recycling container into the collector container. A.I.D is used for some of the recyclables, these will need to go in the designated location.

#### **1.11.0 Credit for Area Out of Service**

If a remodeling project takes an area out of service for 30 days or more, the respective billing will be reduced proportionately to the square footage removed from the cleaning schedule, or a mutually agreed upon credit will be issued.



## **Section 2. Facilities/Locations**

### **2.1.0 Building/Suite Specific Information**

#### **a. City Hall**

City Hall, located at 44 E. Downer Place, is comprised of 2 adjacent buildings: a 5-story building over 90 years old and a 2-story building over 60 years old. There are nearly 100 staff operating out of approximately 50,000 square feet. There are 3 public entrances. Traffic is high in the Water Billing and Revenue Cashiering Areas. The rest of the building has low to moderate traffic. There are frequent evening meetings, but staff generally operate Monday through Friday, 8:00 a.m. to 5:00 p.m. There is a small office and adjacent work area in the basement that is part of the bid.

- a. Mandatory start time of 6:00 p.m. each day. A cleaning schedule must be submitted to the Superintendent of Facilities Maintenance or designee.
- b. The first responsibility for the crew leader when reporting to the property at 6:00 p.m. is to meet with a member of the City's custodial staff. This mandatory visit is required for the reporting of any janitorial issues needing immediate attention. These meetings will occur in the basement of City Hall.
- c. The crew leader will need to sign in starting he/she has a full staff and if not, who is missing and why.
- d. Bathroom sign-off sheet is required to be completed and signed on a daily basis by the cleaning crew leader. The sign-off sheet must be on company letterhead and be changed out each week.
- e. Basement office area and immediately adjacent work area in City Hall are part of the contract and must be cleaned.

#### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through and Friday between the hours of 6:00 p.m. and 8:00 p.m.

#### **b. Elmslie/Hogan Building**

The Elmslie/Hogan, located at 1 S. Broadway and 51 E. Galena Blvd., is comprised of three adjacent remodeled buildings with offices on the 1<sup>st</sup> and 3<sup>rd</sup> floors. The buildings are over 80 years old, total in excess of 12,000 square feet and house approximately 30 associates. Traffic is low to moderate.

There are eight restrooms with a total of eight toilets, four urinals, seven sinks and separate kitchen sink areas. There are three stairways, an elevator and two public entrances. The basement is not included. The staff generally operates Monday through Friday, 8:00 a.m. to 5:00 p.m.

#### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **c. Aldermen's Office**

The Aldermen's Office, located at 60 E. Downer Place, is a 2 story, 8,400 square foot building over 90 years old, housing 17 persons in 14 offices, a kitchen, break room, reception area, 3 meeting rooms and 2 stairways. Traffic is low. There is one public entrance. The basement is not included in the bid. The staff generally operates Monday through Friday, 8:00 a.m. to 5:00 p.m.

#### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **d. Development Services Center**

The Development Services Center located at 77 S Broadway, houses on the first floor the Property Standards and Building & Permits Divisions. The second floor houses the Engineering, Planning, Economic Development, Fire Prevention and Special Events Divisions. The basement level contains two training rooms, a conference room, break room, and 2 restrooms. Multiple staff generally work Monday through Friday 8:00 a.m. to 5:00 p.m.

##### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **e. MVPS Office**

The MVPS Office at Stolp Island Suites located at 5 E Downer Place is a small office space accommodating 2-3 employees. The square footage is approximately 300. The staff generally operate Monday through Saturday, 7:00 a.m. to 10:30 p.m.

##### **Hours of Work**

Custodial duties are to be performed 2 days per week during the following hours:

- Twice per week on Tuesday & Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **f. GAR, Grand Army of The Republic Hall**

The GAR Building located at 23 E Downer Place is a historic landmark built in 1877 with restoration and Museum areas. The building is 2,185 feet with 4 employees, one entrance, one exit and two bathrooms. The staff generally operate Monday through Friday, 8:00 a.m. to 5:00 p.m. The Museum is open to the public Saturdays, from noon to 4:00 p.m. throughout the summer and from 6:00 p.m. to 9:00 p.m. on the first Friday of every month.

##### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday and Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **g. Public Art Building**

The Aurora Public Arts Commission and Aurora Historical Society share space in this facility located at 20 East Downer Place in the downtown. This three-story commercial structure was built in 1866. The square footage is 10,800.

##### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

#### **h. Customer Service Center**

The Customer Service Center, located at 3770 McCoy Drive, is a one-story structure containing office spaces, a kitchen area, bathrooms, and a meeting room(s). The square footage is approximately 10,000.

##### **Hours of Work**

Custodial duties are to be performed 4 days per week during the following hours:

- Monday, Tuesday, Thursday and Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **i. Electrical Department Building**

The Electrical Department Building, located at 339 Middle Ave. contains an office space, bathrooms, and a kitchen/break area. Staff generally work Monday through Friday 7:00 a.m. to 4:00 p.m. The square footage is approximately 1,500.

#### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday, and Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **j. Central Garage Building**

Located at 720 North Broadway, the facility houses the administrative offices of the Street Maintenance, and Fleet Maintenance Divisions within three adjoining structures. In addition, there is a parking lot for vehicle and equipment storage, a salt dome, and recycling storage space. The square footage is 66,780. Staff works multiple shifts throughout the year.

#### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **k. Financial Empowerment Center**

The Financial Empowerment Center is located at 712 South River Street. The building is 3,500 square feet with a staff of 12. There is one entrance, three exits, a kitchen and four bathrooms. The staff generally works Monday through Friday, 8:00 a.m. to 5:00 p.m.

#### **Hours of Work**

Custodial duties are to be performed 5 days per week during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **l. Visitor Center**

The Visitor Center is located at 1000 Ray Moses Drive. Square Footage of Visitor's Center is 3,500 sq. ft. Visitor Center Building is available for cleaning 8:00 pm – 8:00 am. Mastodon exhibits will be maintained by City staff and are not included in the cleaning scope. Year-round coverage required as listed below.

#### **Hours of Work**

Custodial duties are to be performed between 8:00 p.m. and 8:00 a.m.:

- April 1 through May 31 (7 days per week)
  - Monday, Thursday, & Saturday – Complete Clean
  - Tuesday, Wednesday, Friday & Sunday – Restrooms, trash, and vacuum
- June 1 through August 31 (7 days per week)
  - Monday – Sunday – Complete Clean
- September 1 through October 31 (7 days per week)
  - Monday, Thursday, & Saturday – Complete Clean
  - Tuesday, Wednesday, Friday & Sunday – Restrooms, trash, and vacuum
- November 1 through March 31 – (2 days per week)
  - Monday & Thursday – Complete Clean

### **m. Phillips Park Admin & Maintenance Buildings**

The Phillips Park Admin Building is located at 901 Ray Moses Drive. Square Footage of Phillips Park Admin Building is 2,200 sq. feet with two entrances, two exits a kitchen and two bathrooms. Four employees generally work 8:00 a.m. to 5:00 p.m. but may work multiple shifts in the winter.

The Phillips Park Maintenance Building is approximately 600 sq. feet comprised of a breakroom, 2 bathrooms, and an office.

#### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday, & Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **n. Phillips Park Golf Clubhouse & 1st Tee Building**

Phillips Park Golf Clubhouse is located at 1001 Hill Avenue. Square Footage of Phillips Park Golf Course Clubhouse is 2,700 sq. ft. Phillips Park Golf Course Building is available for cleaning 9:00 pm – 5:00 am. The 1<sup>st</sup> Tee Building is a separate structure containing a meeting area and 2 bathrooms.

Note: The Kitchen/Concession area is not included in the cleaning scope.

#### **Hours of Work**

Custodial duties are to be performed at the Golf Clubhouse between 9:00 p.m. – 5:00 a.m.:

- April 1 through October 31 (7 days per week)
  - Monday through Sunday – Complete Clean
- November 1 through March 31 (3 days per week)
  - Monday, Wednesday & Friday – Complete Clean

Custodial duties are to be performed at the 1<sup>st</sup> Tee Building between 9:00 p.m. – 5:00 a.m.:

- April 1 through October 31 (7 days per week)
  - Monday through Sunday – Complete Clean
- November 1 – March 31 (2 days per week)
  - Monday & Friday – Complete Clean

The City of Aurora observes the following holidays: New Year's Day, **Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day**, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day. Christmas Eve Day and New Year's Eve Day are workdays that end at noon. **The golf course is open on holidays in bold print.**

### **o. Animal Care & Control**

The Animal Care & Control Shelter, located 600 S. River St., contains a foyer, lobby, four restrooms, a private office, and two office areas. The square footage is approximately 2,600.

#### **Hours of Work**

Custodial duties are to be performed 6 days per week during the following hours:

- Monday through Saturday between the hours of 5:00 p.m. and 8:00 p.m.

### **p. Public Facilities Department**

The Public Facilities Department is located at 101 N. Lake Street. The building is a two-story structure with lower level containing five bathrooms, two break rooms, and several offices. The square footage is approximately 3,800.

### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday, & Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **q. Downtown Maintenance**

The Downtown maintenance building, located at 107 Spruce Street contains a break area, office and two bathrooms. The square footage is approximately 1,000.

### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday, & Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **r. Community Outreach Center**

The Community Outreach Center, located at 1226 Grand Blvd., is a one level structure, with a meeting area, two bathrooms, and a small kitchen. The square footage is approximately 1,200.

### **Hours of Work**

Custodial duties are to be performed 3 days per week during the following hours:

- Monday, Wednesday, & Friday between the hours of 5:00 p.m. and 8:00 p.m.

### **s. Public Works Facility**

The Public Works Facility, located at 2100 E New York Street, is currently under construction and will be added to the scope of facilities upon opening. This facility is anticipated to be operational in the Spring of 2025. A walk through will be conducted with awarded vendor(s) prior to commencement of this site. Pricing will be determined at that time. Square Footage is not available at this time.

### **Hours of Work**

Custodial duties are to be performed during the following hours:

- Monday through Friday between the hours of 5:00 p.m. and 8:00 p.m.

## **Section 3. Cleaning Specifications**

### **3.2.0 Cleaning Specifications**

Following are cleaning specifications for all facilities.

### **3.2.1 Holidays Observed**

The City of Aurora observes the following holidays which apply to all areas in these specifications: New Year's Day, **Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran's Day**, Thanksgiving Day and the Friday after and Christmas Day (Christmas Eve Day and New Year's Eve Day are workdays that end at noon). **The golf course is open on holidays in bold print.**

### **3.2.2 Waste Baskets, Trash Containers, Large Recycling Containers and Ash Trays**

Empty all waste baskets trash containers and large recycling containers daily. Empty all exterior ashtrays daily. Install clean plastic liners in all wastebaskets and trash containers as required; but not less than weekly. Double bag where liquids may be discarded. Damp wipe all ashtrays daily.

Wash and sanitize all trash containers, wastebaskets and ashtrays as needed, but no less than monthly.

### **3.2.3 Furniture, Including Desks, Files, Bookcases, Shelving, Tables, Lockers, Etc.**

Dust every Monday. Damp wipe monthly or as needed. Clean thoroughly semi-annually. Eating areas shall have tables, chairs, cabinets, counter tops and sinks sanitized daily.

### **3.2.4 Telephones**

Wipe daily. Sanitize weekly with a special cleaner.

### **3.2.5 Drinking Fountains**

Clean and sanitize daily.

### **3.2.6 Low Dusting**

Low dust all horizontal surfaces to hand height (70" including sills, ledges, molding, shelving, picture frames, ducts, radiators, vents, etc.) weekly. Observe for and clear cobwebs daily.

### **3.2.7 High Dusting**

High dust above hand height all horizontal surfaces, including ledges, molding, shelving, ducts, radiators, vents, etc. monthly. High vacuum if necessary. Remove any cobwebs.

### **3.2.8 Interior Partitions Glass and Entry Doors**

Clean all interior glass weekly. All entry doors and glass to be cleaned daily. Remove fingerprints and spot clean as needed.

### **3.2.9 Venetian Blinds**

Dust quarterly.

### **3.2.10 Fabric Furniture**

Vacuum fabric furniture monthly. Spot clean as needed. Report stains to the Superintendent of Facilities Maintenance or designee.

### **3.2.11 Diffusers**

Dust diffuser outlets in ceiling with treated cloth quarterly. Vacuum area adjacent to diffuser outlet quarterly.

### **3.2.12 Floors**

Dust mop all resilient and hard floors daily. Wet mop daily. Vacuum all carpeted floors daily. Sanitize all bathroom floors daily. Clean all floor corners daily. Strip and wax annually.

### **3.2.13 Storage Areas**

Floors of dead storage areas to be dust mopped and wet mopped quarterly. Floors shall be stripped and waxed annually.

### **3.2.14 Carpeted Floors**

Carpeted floors to be spot cleaned daily as needed and all carpeting vacuumed daily. The contractor shall report any stains to the Superintendent of Facilities Maintenance or designee.

Carpeted floors at the **Phillips Park Golf Clubhouse** to be spot cleaned daily as needed and all carpeting in high traffic areas to be cold water extracted, or spin mopped monthly. The contractor shall report any stains to the Golf Clubhouse management.

### **3.2.15 Hard and Resilient Flooring**

Spray buffing to occur monthly in corridors and public areas. Note that the City, not the contractor, is responsible for stripping and waxing the linoleum floors.

### **3.2.16 Washrooms**

Clean and sanitize, and polish all fixtures including toilet bowls, urinals, sinks, mirrors and vanity cabinets daily. Clean and sanitize all flush rings, drain and over-flow outlets daily. Clean all chrome fittings daily. Clean and sanitize all toilet seats daily. Flush toilet bowls and urinals with a bowl disinfectant daily. Wash glaze tile weekly but spot clean daily.

All walls and dividers are to be cleaned and sanitized weekly and spot cleaned daily. Sweep and damp mop all floors and sanitize daily. Remove all urinal floor protectors when cleaning daily. Pour spent cleaning solution down floor drains weekly and use odor agent weekly.

### **3.2.17 Dispensers**

Refill all dispensers such as paper towel, sanitary napkin, soap, toilet tissue, deodorizers, and etc. to normal limits daily. Clean surfaces daily.

### **3.2.18 Walls**

Spot clean all walls and partitions daily. Wash all walls and partitions as needed. Remove fingerprints and all other dirt and grime.

### **3.2.19 Light Fixtures**

Dust and wipe all fixtures as needed, but at least quarterly.

### **3.2.20 Doors, Baseboards and Ceilings**

Spot clean doors and baseboards daily where needed. Door kick plates cleaned daily as needed. Observe and remove cobwebs.

### **3.2.21 Stairwells**

Dust, mop and wet mop daily. Spot clean all walls, stair risers, railings, etc., as needed. Observe for and clear cobwebs.

### **3.2.22 Elevators**

Vacuumed and spot cleaned daily. Clean door tracks on each floor level daily removing all dust, dirt and debris. Clean walls daily.

### **3.2.23 Appliances**

Clean fronts and tops of vending machines daily. Clean and sanitize outside microwave and refrigerator daily. Clean and sanitize inside of microwave and refrigerator monthly.

### **3.2.24 Deep Cleaning Schedule**

The contractor will be required to develop and submit for approval a deep cleaning schedule within the first month of the contract to the Superintendent of Facilities Maintenance.

CITY OF AURORA  
REQUEST FOR PROPOSAL 24-093  
JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS

**REFERENCES**

(Please Type)

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Organization \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Date of Project \_\_\_\_\_

\*\*\*\*\*

Contractor's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_



CITY OF AURORA  
PROPOSAL FORM 24-093

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.

**Downtown Facilities: Vendors may bid on the following locations individually.**

<b>Building Location</b>	<b>Frequency</b>	<b>Monthly Cost</b>	<b>Provide the # of Staff Members and the # of Hours worked by Staff</b>
City Hall	Monday - Friday		
Elmslie/Hogan Building	Monday - Friday		
Aldermen's Building	Monday - Friday		
Development Services Center	Monday - Friday		
MVPS Office	Tuesday & Friday		
Customer Service Center	Monday, Tuesday, Thursday & Friday		
Electrical Department Building	Monday, Wednesday, Friday		
Central Garage Building	Monday - Friday		
Financial Empowerment Center	Monday - Friday		
Animal Care & Control	Monday - Saturday		
Public Facilities Department	Monday, Wednesday, Friday		
Downtown Maintenance	Monday, Wednesday, Friday		
Community Outreach Center	Monday, Wednesday, Friday		

**Vendors must bid on both locations cumulatively.**

<b>Building Location</b>	<b>Frequency</b>	<b>Monthly Cost</b>	<b>Provide the # of Staff Members and the # of Hours worked by Staff</b>
GAR	Monday, Wednesday, Friday		
Public Art Building	Monday - Friday		

Contractor's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA  
PROPOSAL FORM 24-093

JANITORIAL CLEANING SERVICES AT VARIOUS CITY-OWNED BUILDINGS

**Park & Recreation: Vendors must bid on both on all items for both locations  
(Visitor's Center and Phillips Park Admin & Maintenance Building).**

Building Location	# of months	Monthly Cost	Total Cost	Provide the # of Staff Members and the # of Hours worked by Staff
<u>Visitor's Center</u>		Note: Mastodon Exhibits will be maintained by City Staff ONLY.		
<b>April 1 - May 31 (7 days)</b> Monday, Thursday & Saturday (Complete Clean) Tuesday, Wednesday, Friday & Sunday (Clean Restrooms, Empty Trash & Vacuum Door Mats)	2 months			
<b>June 1 - August 31 (7 days)</b> Monday - Sunday (Complete Clean)	3 months			
<b>September 1 - October 31 (7 days)</b> Monday, Thursday & Saturday (Complete Clean) Tuesday, Wednesday, Friday & Sunday (Clean Restrooms, Empty Trash & Vacuum Door Mats)	2 months			
<b>November 1 - March 31 (2 days)</b> Monday and Thursday (Complete Clean)	5 months			
<b>Visitor's Center Grand Total</b>				

Building Location	# of months	Monthly Cost	Total Cost	Provide the # of Staff Members and the # of Hours worked by Staff
<u>Phillips Park Admin &amp; Maint. Building</u> Monday, Wednesday & Friday (Complete Clean)	12 months			
<b>Phillips Park Admin &amp; Maintenance Building Grand Total</b>				

<b>Visitor's Center, Phillips Park Admin &amp; Maintenance Building Grand Total</b>
---

Contractor's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA  
PROPOSAL FORM 24-093

JANITORIAL CLEANING SERVICES AT VARIOUS CITY-OWNED BUILDINGS

**Park & Recreation: Vendors must bid on both on all items for both locations.**

Building Location	# of months	Monthly Cost	Total Cost	Provide the # of Staff Members and the # of Hours worked by Staff
<b><u>Phillip's Park Golf Course Clubhouse</u></b> Note: Kitchen Area & Concession Area is NOT included in this Bid.				
<b>April 1 - October 31 (7 days)</b> Monday - Sunday (Complete Clean)	7 months			
<b>November 1 - March 31 (3 day)</b> Monday, Wednesday & Friday (Complete Clean)	5 months			
<b><u>Phillip's Park 1st Tee Building</u></b>				
<b>April 1 - October 31 (7 days)</b> Monday - Sunday (Complete Clean)	7 months			
<b>November 1 - March 31 (2 days)</b> Monday & Friday (Complete Clean)	5 months			
<b>Phillips Park Golf Course Clubhouse &amp; 1st Tee Building Grand Total</b>				

Contractor's Name: \_\_\_\_\_

Signature & Date: \_\_\_\_\_

CITY OF AURORA  
PROPOSAL FORM 24-093  
JANITORIAL CLEANING SERVICES  
AT VARIOUS CITY-OWNED BUILDINGS

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PREPARER'S NAME \_\_\_\_\_  
Please Type

CONTRACT PERSON \_\_\_\_\_  
Please Type

AUTHORIZED SIGNATURE \_\_\_\_\_

PHONE #(\_\_\_\_\_) \_\_\_\_\_      FAX # (\_\_\_\_\_) \_\_\_\_\_      DATE \_\_\_\_\_  
Title

**APPENDIX E**

**CONTRACT**

**CITY OF AURORA  
REQUEST FOR PROPOSAL 24-093**

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

**CONTRACT**

**THIS AGREEMENT**, entered on this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 \_\_\_\_\_ (“Contractor”), located at \_\_\_\_\_.

**WHEREAS**, the City issued a Request for Proposal 24-093 **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 \_\_\_\_\_, 2024, the City’s awarded a contract to \_\_\_\_\_.

**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 24-093 Janitorial Cleaning Services at Various City-Owned Buildings**

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 two (2) years beginning January 1, 2025, 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.

**FOR CITY OF AURORA**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

(CORPORATE SEAL)



(If a Corporation) CORPORATE NAME \_\_\_\_\_

(SEAL)

By \_\_\_\_\_  
President – Contractor

ATTEST:

\_\_\_\_\_  
Secretary

(If a Co-Partnership)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
Contractor (SEAL)