



City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067

Jolene Coulter
Director of Purchasing

CITY OF AURORA
REQUEST FOR PROPOSALS
18-32

JANITORIAL SERVICES FOR THE AURORA
POLICE DEPARTMENT COMPLEX

DEPARTMENT OF NEIGHBORHOOD STANDARDS
DIVISION OF CENTRAL SERVICES

PROPOSAL PACKAGE

PROPOSALS DUE

WEDNESDAY, MAY 23, 2018
AT 2:00 P.M.

CITY CLERK'S OFFICE
CITY HALL BUILDING
44 EAST DOWNER PLACE
2ND FLOOR
AURORA, ILLINOIS

CITY OF AURORA, ILLINOIS
REQUEST FOR PROPOSALS

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City of Aurora

Purchasing Division • Finance Department • 44 E. Downer Place • Aurora, Illinois 60507-2067
(630) 256-3550 • FAX (630) 256-3559

**CITY OF AURORA
REQUEST FOR PROPOSAL
18-32
JANITORIAL SERVICES FOR THE AURORA
POLICE DEPARTMENT COMPLEX**

The City of Aurora invites you to submit a proposal on Janitorial Services for the Aurora Police Department Complex within Aurora, Illinois.

Sealed Proposals will be received at the office of the City Clerk, City Hall Building, 2nd Floor, 44 East Downer Place, Aurora, Illinois 60507, until 2:00 p.m., Wednesday, May 23, 2018 from qualified firms to determine proposals for the anticipated purchase of the above named services.

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

DO NOT SEND OR DELIVER PROPOSALS TO THE PURCHASING DIVISION OFFICE.

A **mandatory pre-site inspection** meeting will be held at 1:00 p.m., Monday, May 14, 2018. Potential Proposers must meet in the front of the lobby of the Aurora Police Department Headquarters Building at 1200 East Indian Trail located at the east end of the building. Proposers must be present at the start of the meeting and visit both sites to qualify to submit a proposal for this project. Proposers should allow two hours for the inspection process.

All inquiries and/or questions pertaining to the provisions of the Request for Proposal package shall be directed in writing to the Director of Purchasing, PurchasingDL@aurora-il.org, by 5:00 p.m., Tuesday, March 15, 2018. Questions may not be communicated by telephone and questions received after this date and time will not receive a response.

A response to questions will be sent to those in attendance at the mandatory pre-site inspection meeting by 8:00 a.m., Thursday, March 17, 2018.

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

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

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 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 proposal for ninety (90) days from the opening date set forth above. The City further reserves the right in its sole discretion to award the proposal to the most 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 documents, 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 other equal employment requirements contained in Public Act 87-1257 (effective July 1, 1993) 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 submitting proposals 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 _____

Subscribed and Sworn to

TELEPHONE (____) _____

Before me this ____ day
of _____, 2018

Notary Public

STATE OF ILLINOIS)
)
County of Kane) ss.

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 Proposal, 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 _____, 2018.

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 _____, 2018.

Notary Public

(SEAL)

City of Aurora, Illinois – Central Services Division

REQUEST FOR PROPOSALS CLEAN AND PROVIDE JANITORIAL SERVICES FOR THE AURORA POLICE DEPARTMENT COMPLEX LOCATED AT 1200 EAST INDIAN TRAIL AND 1301 RECKINGER ROAD IN AURORA, ILLINOIS

DEADLINE FOR PROPOSALS: 2:00 p.m., Wednesday, May 23, 2018

Project Description

The City of Aurora seeks proposals from qualified contractors to perform comprehensive cleaning and janitorial work at the two buildings comprising the Aurora Police Department Complex located at 1200 East Indian Trail and 1301 Reckinger Road. The cleaning requirements are identified within Appendix “A”.

RFP Submittal

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 building owners who are knowledgeable regarding the company’s performance and would be willing to provide a reference.
 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.
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.

A **mandatory pre-site inspection meeting** will be held at 1:00 p.m., Monday, May 14, 2018. Potential Proposers will meet in the lobby of the Aurora Police Department Headquarters Building (east end of the building). Proposers must be present at the start of the meeting and visit both sites to qualify to submit a proposal. Proposers should allow two hours for the inspection process.

Responses to this Request for Proposal must be received by the City Clerk **no later than 2:00 p.m. Wednesday, May 23, 2018**. Mark your submittal “RFP Janitorial Services” and direct it to:

City of Aurora
Attn: City Clerk
44 E. Downer Place
Aurora, IL 60505

Inquiries and/or questions pertaining to the provisions of this Request for Proposal package shall be directed in writing to the Director of Purchasing, PurchasingDL@aurora-il.org by 5:00 p.m. Tuesday, May 15, 2018. Questions may not be communicated by telephone and any questions received after this date and time will not receive a response.

A response to questions will be sent to those in attendance at the mandatory pre-site inspection meeting by 8:00 a.m., Thursday, May 17, 2018.

RFP Evaluation Process and Contract Award

Respondents will be evaluated according to the following factors:

- | | | |
|----|--|------------|
| A. | Price | <u>40%</u> |
| B. | Company Qualifications and Experience (including reference checks) | <u>20%</u> |
| C. | Availability and Capacity of the Company to Perform the Work | <u>40%</u> |

The award will be made to the most qualified company whose proposal is deemed most advantageous in consideration of all relevant requirements and factors. Any contract resulting from this RFP will be subject to approval by the Aurora City Council.

The contract shall be for a period of twenty-four (24) months, from the date of award with the option for two one year extensions based on mutual agreement between the contractor and the City of Aurora.

CITY OF AURORA
REQUEST FOR PROPOSALS
18-32
JANITORIAL SERVICES FOR THE
AURORA POLICE DEPARTMENT COMPLEX

1.0.0 GENERAL

- a. Mandatory uniforms to include pants, shirts with company 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. All employees will sign in and out, daily, in a log maintained at the public front desk. All cleaning staff will be required to visibly display an issued contractor facility pass while on premise. Failure to adhere to either of these requirements could result in request to replace the offending employee or contract termination.
- c. 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 notated 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 available for inspections at least once monthly and shall report his findings via e-mail no later than two days after the walk through. The written report must list all observed problems and indicate the company's response to them. The supervisor or designee will be available around the clock, including weekends and holidays, to address issues.
- d. 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 designated Administrative Service Personnel of the Aurora Police Department or any Central Service 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.
- e. The Aurora Police Department complex, located at 1200 East Indian Trail and 1301 Reckinger Road, operate 24 hours per day, 7 days per week.

- f. Cleaning staff working at APD, 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, finger printed and subjected to and pass a background check.
- g. The City of Aurora and/or the Aurora Police Department reserves the right to demand an acceptable replacement for any of the janitorial contractor's employees for breach of security rules imposed by the Aurora Police Department. Some areas of the Aurora Police Department must be cleaned with police department personnel present, for the safety of the cleaning crew as well as preservation of the chain of evidence. These areas include, but are not limited to: jail cells, booking area, communications area, alarm rooms and some mechanical areas. The Office of the Chief of Police must be cleaned when they, or the secretary, is present; this is usually between the hours of 8:30 a.m. and 4:30 p.m.

1.1.1 LOCATIONS

- a. Aurora Police Department Headquarters Building is 1200 East Indian Trail, Aurora, IL
- b. Training and Support (TAS) Center at 1301 Reckinger Road, Aurora, IL

1.1.2 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.

1.1.3 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
- g. Backpacks or hand held 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

1.1.4 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 and must be cleaned **daily**.

1.1.5 CARPETING

The contractor is required to maintain the appearance of the carpeting by spot cleaning and regular cold water cleaning (extraction) of traffic patterns. Regular scheduled extraction plan to be determined by season with minimum expectation of one time per month. Steam cleaning of carpeting will be solicited and paid separately as needed.

1.1.6 ENTRANCE MATS

Fixed mats/carpeting at entrances are to be vacuumed as heavy traffic carpeted areas **every day**.

1.1.7 EXTERIOR

Nothing on the exterior of the building is to be covered under this bid except trash containers, mats, glass and metal at entranceways.

1.1.8 RECYCLABLES

All recyclable containers are to be emptied **daily** by the cleaning staff.

1.1.9 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.

1.1.10 HOLIDAYS

The City of Aurora Police Department complex operates around the clock 365 days per year. The cleaning contractor is to provide full service 365 days per year.

2.0.0 CLEANING SPECIFICS

Following are cleaning requirements for all areas:

2.1.0 WASTE BASKET, TRASH CONTAINERS AND LARGE RECYCLING CONTAINERS

Empty all wastebaskets, trash containers and large recycling containers **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.

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

2.2.0 FURNITURE, INCLUDING DESKS, FILES, BOOKCASES, SHELVING, TABLES, LOCKERS, WORK OUT EQUIPMENT, ETC.

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

2.3.0 TELEPHONES

Wipe **daily**. Sanitize **weekly**.

2.4.0 DRINKING FOUNTAINS

Clean and sanitize **daily**.

2.5.0 DUSTING

2.5.1 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.

All community work stations are to be dusted weekly. Individual work stations are not required to be dusted.

2.5.2 HIGH DUSTING

High dust above hand height all horizontal surfaces, including ledges, molding, shelving, ducts, radiators, vents and etc. **monthly**. High vacuum if necessary. Observe for and remove cobwebs.

2.6.0 INTERIOR PARTITION GLASS AND ENTRY DOORS

Clean all interior glass **weekly**. All entry doors and glass to be cleaned **daily**. Remove finger prints, spot clean as needed.

2.7.0 VENETIAN BLINDS

Dust **quarterly**.

2.8.0 FABRIC FURNITURE

Vacuum fabric furniture **monthly**. Spot clean **as needed**.

2.9.0 DIFFUSERS

Dust diffuser outlets in ceiling with treated cloth **quarterly**. Vacuum areas adjacent to diffuser outlets **quarterly**.

2.10.0 FLOORS

Dust mop all resilient and hard floors once **daily**. Wet mop daily as needed, but **no less than two times weekly**. Vacuum all carpeted floors **daily**. Clean door thresholds for entrances and elevators **daily**.

2.10.1 STORAGE AREAS

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

2.10.2 CARPETED FLOORS

Carpeted floors to be spot cleaned **daily** as needed and all carpeting vacuumed **daily**.

2.11.0 DISPENSERS

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

2.12.0 WALLS

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

2.13.0 LIGHT FIXTURES

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

2.14.0 DOORS, BASEBOARDS AND CEILINGS

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

2.16.0 STAIRWELLS (3)

Dust mop and wet mop **daily**. Spot clean all walls, stair risers, railings and all other parts of the structure as needed. Observe and remove cobwebs.

2.17.0 PISTOL RANGE AREA

Floor of pistol range to be dust mopped and wet mopped **monthly**. Garbage containers in this area must be emptied **weekly**.

2.18.0 PARKING GARAGE

Floors of parking garage for the booking intake area are to be broom swept **weekly** and hosed down **monthly**. Floors of parking garage adjoining the TAS Center are to be broom swept weekly with no hosing required. Garbage containers emptied daily.

2.19.0 HARD AND RESILIENT FLOORING/FINISHING

Hard and resilient flooring to be stripped and sealed **twice annually** except high traffic areas to be stripped and waxed, as needed, but at least **quarterly**. *Please provide unit prices for

stripping and sealing the terrazzo floor areas with wax. Do not include this with your base proposal price.*

Spray buffing to occur **daily** in corridors and public areas.

2.20.0 WASHROOMS & SHOWER AREAS

Clean and sanitize, and polish all fixtures including toilet bowls, urinals, sinks, mirrors and vanity cabinets, **twice daily**. Clean and sanitize all flush rights, drain and over-flow outlets **daily**. Clean and polish all chrome fittings **daily**. Clean and sanitize all toilet seats, **twice**

daily. Flush toilet bowls and urinals with a bowl disinfectant **daily**. Strip and clean all soil and soap scum in shower area **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**. Pour spent cleaning solution down floor drains at least weekly and use odor agent if necessary.

2.21.0 ELEVATORS

Dust and wet mop floors of cabs **twice daily**. Spot clean walls and ceiling of cabs as needed. Strip and wax floors of cabs as needed, but at **least quarterly**. Carpeted elevators are to be vacuumed and spot cleaned **daily**.

2.22.0 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**.

2.23.0 JAIL CELLS

Sweep and wet mop floors, spot wash walls, bunks and doors **daily**. Sanitize cell areas and clean all plumbing fixtures, **daily** if cell has been used. Sanitize cells more often as situations and circumstances require.

There may be need for cell areas to be attended to more than once a day depending on the population. Jail cells must be cleaned when the population is lowest, usually during the early afternoon hours. If cell(s) are occupied, they must be cleaned on a different schedule. Cell areas must be cleaned with Police Department personnel in attendance.

2.24.0 BOOKING AREA

The Booking area floors, walls, counters, holding cells, etc., must be cleaned **daily** by sweeping, wet mopping and spot washing as needed. **This area may also need attention more than once per day depending on the activity.**

3.0.0 CONTRACT INFORMATION

3.1.0 CONTRACT

The contract shall be for a period of twenty-four (24) months, from the date of award with

the option for two one year extensions based on mutual agreement between the contractor and the City of Aurora.

An authorized company representative shall appear at the office of the Purchasing Office within ten (10) 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 ten (10) 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.

3.2.0 SUBLETTING OR ASSIGNMENT OF CONTRACT

The Contractor 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.

3.3.0 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.

3.4.0 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.**

3.5.0 PROPOSAL AWARD

Except as otherwise may be stated in this RFP, Proposal award shall be made to the lowest responsible Proposer meeting the requirements and/or intent of the RFP at the net delivered price(s) shown and best responding to the needs of the City, in the City's sole discretion. However, if the Proposer modifies limits, restricts or subjects his Proposal to conditions that would change the requirements of the RFP, this would be considered a conditional or qualified Proposal and will not be accepted. The City reserves the right to delete any item listed in the Proposal.

3.6.0 PAYMENT

Payment shall be made monthly for services rendered. 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.

The City, after inspection and acceptance, and in consideration of the faithful performance by the Proposer, agrees to pay for the completion of the work embraced in this Contract, within thirty (30) days of the receipt of the invoice.

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.

The successful Proposer shall submit invoices via e-mail to PurchasingDL@aurora-il.org or to the following address:

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

3.7.0 PRICES

- Unit prices shall be shown for each unit on which there is a Proposal Price and shall include all packing, crating, freight and shipping charges to destination unless otherwise stated in the Proposal.
- 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 Proposal or his/her authorized representative must initial any alteration in ink.)

3.8.0 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 E9996-0842-06.

3.9.0 DEFAULT

In case of default by successful Proposer, the City will procure articles or service from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

3.10.0 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.

3.11.0 SIGNATURES

Each 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. Proposers 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.

3.12.0 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.

3.13.0 BONDS AND INSURANCE

The contractor 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 Contractor awarded the project 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 contractor 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.

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.

3.14.0 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.

3.15.0 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.

3.16.0 MINORITY PARTICIPATION

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

3.17.0 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 insure its completion within the time specified in the contract.

3.18.0 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.

3.19.0 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.

3.20.0 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.

**PROPOSAL FORM
18-32
CITY OF AURORA
JANITORIAL SERVICES AT AURORA POLICE
DEPARTMENT COMPLEX**

We propose to furnish janitorial services as specified in the attached Request for Proposal at the following listed monthly price(s):

BUILDING & ADDRESS:

MONTHLY AMOUNT:

Aurora Police Department Complex
1200 East Indian Trail
1301 Reckinger Road
Aurora, Illinois 60505

\$ _____

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

Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certificate Permit No. Illinois E9996-0842-07.

SUBMITTED BY:

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PREPARER'S NAME: _____

Please Type

CONTRACT PERSON: _____

Please Type

AUTHORIZED SIGNATURE: _____

Title

EMAIL: _____

PHONE #(_____)_____

FAX #(_____)_____

DATE: _____

CONTRACT

THIS AGREEMENT, entered on this _____ day of _____, 2018 (“Effective Date”), for the Janitorial Services at the Aurora Police Department Complex Aurora, Illinois (“Services”) 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 an Request for Proposal 18-32; and

WHEREAS, the Contractor submitted a Proposal in response to the Request for Proposal 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 Specifications; and

WHEREAS, on _____, 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. Contract Agreement Documents. The Agreement shall be deemed to include this document, Contractor’s response to the Bid, to the extent it is consistent with the terms of the Invitation to Bid, 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 18-32 Janitorial Services at the Aurora Police Department Complex

In connection with the Proposal 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 Proposal 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 two-year term, commencing July 1, 2018 through June 30, 2020, with options of two one year renewals based on mutual agreement unless sooner terminated in accordance with the terms contained herein.

4. **Compensation.**

a. **Maximum Price.** In accordance with the Contractor's Bid, the maximum price for providing the Services shall be \$_____per hour. 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 the submitted Schedule of Prices. 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.

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 is 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)

Contractor

(SEAL)

CITY OF AURORA REQUEST FOR PROPOSAL 18-32

**JANITORIAL SERVICES
AT THE AURORA POLICE DEPARTMENT**

EXHIBIT 1

(Request for Proposal)

CITY OF AURORA REQUEST FOR PROPOSAL 18-32

**JANITORIAL SERVICES
AT THE AURORA POLICE DEPARTMENT**

EXHIBIT 2

(Proposal)