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Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 66471667

Entity Name ECO-CLEAN MAINTENANCE INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Friday, 12 December 2008

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name

ARKADIUSZ GRABOWSKI**Address**515 W WRIGHTWOOD AVE
ELMHURST , IL 60126**Change Date**

Friday, 7 September 2018

Annual Report**Filing Date**

00/00/0000

For Year

2022

Officers**President****Name & Address**

ARKADIUSZ GRABOWSKI 515 W WRIGHTWOOD AVE ELMHURST IL 60126

Secretary**Name & Address**

SAME

[Return to Search](#)[File Annual Report](#)[Adopting Assumed Name](#)[Articles of Amendment Effecting A Name Change](#)[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

Proposal Summary		
Village of Oak Park Custodial Services		
10/25/2022		
Company	M/W/DBE	Total Annual Cost
Crystal Maintenance Plus Corp.	No	\$ 119,820.00
ECO Clean Maintenance, Inc.	No	\$ 119,928.00
Alpha Building Maintenance Services, Inc.	WBE	\$ 120,996.00
Global Maintenance Solutions	MBE	\$ 177,600.00
Bravo Services, Inc.	No	\$ 206,791.92

**CUSTODIAL SERVICES PROPOSAL
FOR
THE VILLAGE OF OAK PARK
BY
ECO CLEAN MAINTENANCE, INC.**

CUSTODIAL SERVICES PROPOSAL
FOR
THE VILLAGE OF OAK PARK
BY
ECO-CLEAN MAINTENANCE, INC.



ECO CLEAN MAINTENANCE, INC.

October 14th, 2022

The Village of Oak Park
201 South Boulevard
Oak Park, IL 60302

To whom this may concern:

I would like to take this opportunity to introduce our company. We are a commercial janitorial company specializing in providing state of the art janitorial services to companies with diversified requirements. We are very confident that our extremely competitive rates and the highest standard of services in the industry could be an added benefit to your company.

QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION are only two of a long list of reasons that separate us from our competition.

In *Eco Clean Maintenance, Inc.* we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

I would appreciate a few moments from your busy schedule to present to you what sets us ahead of the competition and provide you with our competitive rates.

Thank you for your time and the opportunity to present this proposal for your consideration. If you have any questions please do not hesitate to ask.

YOUR SATISFACTION MEANS OUR SUCCESS!

Truly yours,

Joel Sanchez
Sales Manager
Eco Clean Maintenance, Inc.
773-630-7777

515 W. Wrightwood Avenue • Elmhurst, IL 60126
Phone (877) 463-2601 • Fax (773) 930-3353
Email ecocleanmaintenance@yahoo.com



REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Custodial Services for the Village of Oak Park
Proposal Number: 22-127
Issuance Date: 10/5/22

The Village of Oak Park will receive proposals from qualified custodial contractors to provide custodial services for various Village-owned facilities. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. on **Tuesday, October 25th, 2022**. Proposals may also be sent via e-mail to fgutierrez@oak-park.us. Proposals will be reviewed and the results of the review will be presented to the Village Manager and the Village of Oak Park Board of Trustees.

There will be a pre-bid meeting at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302 on Wednesday, October 12th, 2022 at 10:30 a.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions and obtain other pertinent information about the scope of work. ***Following this pre-bid meeting, prospective bidders will also be invited to visit the other locations included in the scope of work (Village Hall and Metra Station). These locations are also included as part of this contract.***

Specifications and proposal forms may be obtained by sending a request to Building Maintenance Contract Coordinator, Fred Gutierrez at fgutierrez@oak-park.us or by stopping by the Public Works Center at the address listed above or by calling 708-358-5714.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Building Maintenance Contract Coordinator at 708-358-5714.

The documents constituting component parts of their agreement, comprised of pages, are the following:

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

The use of the Village of Oak Park Village Logo on any contractor form, correspondence or proposal documents is strictly prohibited.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Alfredo Gutierrez, Building Maintenance Contract Coordinator
Department of Public Works
201 South Blvd., Oak Park, IL 60302

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SECTION I
PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposals

All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten percent (10%) of the total annual proposal price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and has provided the contract bond.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the contract and before commencing any work under this contract, furnish a contract bond in the amount of twenty-five thousand dollars (\$25,000). The bond shall remain in effect throughout the term of this contract and shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed. The failure of contract to supply the required contract bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the contract bond does not meet its approval shall constitute a default, and the Village may either award the contract to the next lowest responsible bidder or re-advertise for proposals.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a proposal or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Proposals

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill proposal requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's proposal. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The contractor shall be responsible for becoming a licensed contractor in the Village.

Agreement

The selected contractor shall enter into a three-year Independent Contractor Agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the contract bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Contract Term and Renewal

The initial contract period shall be thirty-six (36) months and shall take effect 1/1/2023. Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the contractor to increase or decrease the contract price for each annual renewal.

Upon written request from the contractor, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Contract Coordinator, the Building Maintenance Superintendent, the Public Works Director or the Village Manager. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent grants an extension.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

SECTION II DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform custodial services at the specified Village-owned facilities.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

A. Locations: The following is a list of buildings/facilities included in the Scope of Work:

<u>Building:</u>	<u>Address:</u>
Village of Oak Park Village Hall	123 Madison
Oak Park Police Department (lower level Village Hall)	123 Madison
Public Works Center (PWC)	201 South Blvd.
Metra Station	1119 North Blvd.
Police Sub-station	618 Austin
Police Sub-station	6311 North Ave.
Central Pump Station	102 N. Lombard

B. Supplies and Equipment

1. Supplies

All cleaning supplies are furnished by contractor (see attached detailed specifications). The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

2. Cleaning Tools, Equipment, and Signage

All tools and equipment are furnished by contractor.

3. Plastic Bags / Trash Can Liners
Supplied by contractor.
4. Paper Towels, Toilet Paper and Hand Soap
Supplied by the Village.

C. Work Schedule

Note: All schedules are subject to change per the approval of the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent.

1. Village Hall: consists of approximately 31,655 square feet on the main and upper levels (including Council Chambers), and 17,350 square feet in the lower level (Police Dept).

Work Schedule for Village Hall and PD			
Location/Size	Department	Time	Daily Schedule
Lower Level (PD)	Police	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Sunday
Main and Upper Level	Various	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Friday

Custodial staff shall come and go as a group through main south entrance and sign in and out at the Police Dept. front desk on the lower level.

TYPE OF SPACES AND SURFACES TO BE CLEANED IN VILLAGE HALL and POLICE DEPT: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains and stairs.

FOR POLICE DEPT: detention cells (toilets), locker rooms, restrooms and the above shall be included.

2. Public Works Center:
 - Basement level: men's locker room with restrooms and showers (2); women's locker room with restrooms and showers (2); five (5) workshop areas with offices
 - First floor level: Fleet Service Area with lunch / break room; men's and women's locker rooms with restrooms; two (2) office areas; conference room; unisex restroom with entrance located outside (total of three restrooms on first floor level); and refrigerator in Fleet lunch room.
 - Second floor level: Administration and Engineering: thirteen (13) offices; seventeen (17) cubicle-type workstations; lunch room and refrigerator in lunch room.; two (2) conference rooms; two (2) restrooms (men's and women's);

Work Schedule for Public Works			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
201 South Blvd.	Fleet Service (first level)	6:30 A.M. to 4:00 P.M.	Monday-Friday
201 South Blvd.	Public Works	Between 6:00 P.M. and 6:00 A.M.	Monday-Friday

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains, stairs and Fleet Shop

The Public Works Center cleaning tasks are to be completed by the night cleaning crew. **The Fleet Department is to be cleaned by the Day Porter between the hours of 6:30 A.M. and 4:00 P.M. only. Access to the Fleet shop is strictly prohibited before and/or after regular business hours (6:30 a.m. to 4:00 p.m.).**

TYPE OF SPACES AND SURFACES TO BE CLEANED: common areas, interior windows & glass surfaces, rest rooms, floors, elevator, drinking fountains and stairs

3. Metra Station: consists of approximately 13,650 square feet, including a warming station and two restrooms (with a potential for a 3rd restroom as an alternate)

Work Schedule for Metra			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
1119 North Boulevard	Metra	Must start at 6:00 A.M. Hours between 6:00 A.M.- 10:00 A.M.	Monday-Friday

Square footages listed in this RFP are overall totals and are subject to change throughout the life of the contract. The totals listed may or may not be included in the total area to be cleaned by the cleaning contractor.

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, stairs, ramps, common areas (mostly concrete floors), interior and exterior windows & glass surfaces, rest rooms.

4. Police sub-stations: small office area with one small restroom

Work Schedule			
<i>Location</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
6311 North Ave.	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays
613 Austin	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays

5. Central Water Pumping Station: one small employee restroom serviced once per week.

D. Term of Service and Firm Price

CONTRACT LIFE

The contract life shall be for a thirty-six (36) month period. The Village may exercise a renewal option for the fourth (4th) and fifth (5th) years of the contract by giving written notice to the contractor. Renewals must be approved by the Village of Oak Park Board of Trustees.

RATE REDUCTION

If any price reductions are announced during the contract period, the Village shall receive the benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

E. Appropriation

Any continuation of custodial cleaning is contingent upon any appropriation being approved by the Village Board of Trustees of the Village of Oak Park for funding of cleaning services. The Village reserves the right to cancel the contract in the event that funds are not appropriated for the service.

F. Identification

All cleaning staff will wear company identification badges. Identification will be strictly enforced.

G. Supervision

At least one English-speaking supervisor will be present during all shifts when employees of the contractor selected are working at any Village location. A supervisor will be available upon request to perform spot checks with a representative of the Building Maintenance Department.

H. Experience

Five (5) years of continuous operation in the professional cleaning business is required.

I. References

A list of at least four (4) government accounts past or present, with addresses, telephone numbers, and the names of contact persons must accompany the proposal forms submitted.

J. Discounts

The Village reserves the privilege to discount monthly invoice for work not performed under the contract. A discount will be demanded only after written notice is given to the contractor selected outlining a specific complaint and describing how the contract is not being fulfilled. On the first occurrence of a complaint, one-week (six working days) grace period will follow the mailing of the letter. During the grace period, the contractor selected will have an opportunity to evaluate performance and take corrective measures. After the grace period, if improvement is not evident to the Director, a discount will be levied against the monthly invoice. Upon the second occurrence of the same complaint, only four (4)

working days will be given as a grace period. Subsequent complaints for service not delivered will cause an automatic discount. The discount is not to be considered as a penalty, but rather as a reflection of the time and material necessary for the Village to have in-house staff performance services in lieu of those contracted for but not received. Application of the discount will not affect the Village's right to terminate the contract.

K. Termination of Contract

The Village reserves the right to terminate the contract at any time and shall give the contractor selected thirty (30) days written notice without regard to cause.

L. Billing Requirements

Monthly invoices must be sent to the Building Maintenance Contract Coordinator at the Public Works Center located at 201 South Blvd., Oak Park, IL 60302. **Invoices must be broken down by amount per Village location serviced.**

M. Security

The contractor selected shall keep all exterior doors locked during the performance of work and assure that all exterior doors are locked at the end of shifts. Offices with security systems shall have the systems activated immediately after work is completed in that area. *Failure to activate alarm systems or lock doors may result in the contractor selected being assessed a fine for the replacement of any missing materials.* The cost shall be withheld from payment(s).

N. Key Deposit

The contractor selected shall be responsible for any lost keys, card keys, and any inherent damages (i.e. re-keying of whole facility). The cost shall be withheld from payment(s). The decision to re-key the facility is solely at the discretion of the Director.

O. Holidays (The following schedule applies to Village Hall other than the Police Department and Public Works Center only)

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
June-teenth Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

P. Mandatory Qualifications for Contractor's Personnel

Cleaning crew shall include at least one (1) supervisor during night shifts.

1. No more than 50% of the cleaning crew may be trainees at any one time.
2. Supervisor must be fluent in the English language and capable of reading and writing English.
3. Day porter should be capable of reading and writing English.
4. Custodians shall be employees of the contractor selected. Day laborers are not acceptable.

5. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper housekeeping techniques. Specific training required must include HIV/AIDS contamination cleanup, as well as clean-up of any other blood borne pathogens and appropriate hazmat/biohazard disposal according to OSHA standards (*see below*).
6. The contractor selected shall provide sufficient documentation to demonstrate adequate training has been provided upon commencement of the contract. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract.
7. The contractor selected shall provide the Village with a current list of all employees who will perform work at the Village locations upon commencement of the contract. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property and deduct the cost of a full eight (8) hours of labor from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the contract.
8. A background check **MUST** be completed and received by the Village before for any individual assigned to work on Village property. It is recommended that the contractor selected keep on file with the Village a list of persons who may work at Village properties so that replacements can be made quickly. The contractor selected **MUST** remove any employee who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be done annually for any person working at the Village sites after one year. Failure to obtain background checks annually as specified can result in termination of the contract.
9. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for ANY reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this contract. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the contract.

Q. OSHA Requirements and Use of Environmentally-Friendly ("Green") Products:

1. Material Safety Data Sheets – contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service on any facility. Contractor selected must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product's MSDS must be provided to the Director prior to the product being used in any facility. (The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g).
2. Labeling of Hazardous Materials – contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – contractor selected shall use "caution signs" as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of contract.
4. OSHA Guidelines of Blood Pathogens – contractor selected shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the

training, safety and equipment needed for all employees engaged in custodial service. Contractor selected shall be responsible for compliance on date of contract acceptance and shall provide proof to the Building Maintenance Contract Coordinator.

5. The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Contract Coordinator upon commencement of this contract.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this contract without liability.

R. Meetings

1. Meetings between the contractor selected and a Village designee will be held each month in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or an alternate location determined by the Building Maintenance Contract Coordinator). The purpose of these meetings is to discuss any problems and to ensure ongoing compliance with the contract. Any discrepancies shall be noted and discussed during these meetings.
2. The contractor selected shall provide a Quality Control Form which allows the contractor and/or Village to document that required work was completed, or any discrepancies noted. **(Copies of these forms shall accompany this proposal packet).** Copies of the forms should also be made available at the monthly meetings and be open for discussion.
3. The Building Maintenance Contract Coordinator or his/her designee shall be responsible for filling out the required documentation for any discrepancies as applicable.

S. Standard Daily Procedure – Except When Noted Otherwise

Cleaning of offices, workstations, conference rooms and lunch / break rooms

1. Dust all work level surfaces (tables, desks and countertops, window sills, etc.).
2. High / low dusting: chair rungs, bases, window / door frames, etc.
3. Dust bookshelves and wash appliances (microwaves, refrigerators, etc.).

4. Thoroughly vacuum carpet and damp mop non-carpeted surfaces. *This includes edging under and behind desk furniture and cabinets which can be reached without moving object. All mop heads shall be sanitized weekly and replaced monthly. DO NOT use kitchen/lunch room mops in bathrooms and DO NOT use bathroom mops in kitchen/lunch rooms. DO NOT use the same mop bucket water for kitchens/lunch rooms and bathrooms.*
5. Spot clean walls, partitions, drawers and file cabinets.
6. Empty and clean all trash, waste, and recycling containers, and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers, **including covers/lids**, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
7. Inspect area; secure doors and lights (doors found locked shall be re-locked).
8. Wash or wipe down partition tops once per week.
9. Spray and wipe clean all windows within reach once per week.
10. Once per month, discard old food items from refrigerators and clean entire interior of refrigerators (all shelves, door compartments, side walls, drawers, etc).
11. Daily: sweep and wet mop all stairs.

Cleaning of rest rooms and locker rooms

1. Announce arrival.
2. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks and faucets. Wipe clean and polish all splash areas.
3. Spray drains gooseneck, and wipe clean; polish all under-counter chrome.
4. Hand scrub toilet, fixtures, and urinal interiors with a liquid abrasive and flush afterwards. **(DO NOT USE ACID BASED CLEANERS)**
5. Sweep floor, clean around wall, under toilets and urinals. Wet mop entire floor surface, using CLEAN CLEAR WATER WITH THE REQUIRED PERCENTAGE OF FLOOR SOAP WHICH CONTAINS A GERMICIDAL INGREDIENT. **Mops used in restrooms should not be used in any other areas.** Use "wet floor" signs. Painted wall surfaces, stalls, lockers, ceramic tile, and urinal partitions will be washed as needed, and ceramic tile will be cleaned with grout cleaner and resealed in January, April, July, and October. Contractor selected must supply a schedule for the quarterly cleaning referenced above and inform the Village when this is performed.
6. Dust all partition and locker tops, lights and ceiling vents.

7. Empty and clean all trash and waste containers and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash and waste containers, **including covers/lids**, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
8. Walls, stalls, lockers and urinal partitions shall have a clean appearance free from water streaks, stains, soil, markings, or other unsightly omissions and free from dust on top edges.
9. Fill paper towel and toilet seat liner dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall. Fill all soap and feminine hygiene product dispensers.
10. Inspect work and turn off lights.

Cleaning of all elevators

1. Tag elevator out of service. Remove marks from, and clean all interior and adjacent exterior walls. Clean knobs and control box, vents, ceiling and ceiling lights. Polish all metal surfaces.
2. Without damaging surface, scrape any gum or sticky items from the floor or walls.
3. Wash exterior of outside doors and interior of car door with a detergent solution or stainless steel cleaner as required. Polish doors and metal surfaces with a dry cloth removing all marks.
4. Vacuum tracks of doors and grooves.
5. Wet mop with all-purpose floor cleaner (*using floor warning signs*).
6. Return elevator to service.

Cleaning of drinking fountains

1. Using a proper brush, clean the drain holes in the center of the fountain bowl.
2. Use a brass/stainless steel surface cleaner to remove stains and polish brass/stainless steel.
3. Wipe all surfaces carefully with a clean cloth and sanitary solution to remove all stains and a polish cleaner for the metal, then wipe with a clean dry cloth or paper towel.
4. Remove any splashes or cleaning solution spilled on wall or floor.
5. Wipe clean and sanitize all bottled water dispensers and overflow devices.

Cleaning of common areas

1. Sweep and damp mop (*using clean clear water with a clean mop and an all-purpose floor soap and floor warning signs*) the stairs and landings and immediate walkways approaching lobby or public areas. *Include hallway stairs next to elevators if applicable.
2. Vacuum the area rugs and mats and damp mop flooring underneath.
3. Clean windows and door panels at the entrances (inside and out). Polish all metal surfaces.
4. Every evening, empty and clean all trash, waste, and recycling containers and replace soiled can liners with new liners and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers will be wiped down, **including covers/lids**, on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
5. Remove any cobwebs and spot clean walls.
6. Damp dust windowsills, vents, and wall hangings.
7. Wipe clean using clean cloth or sponge (*with all-purpose cleaner*) the wall directory and other information boards, signs, or wall hangings (including vending machines, doors, and handrails).
8. Damp dust (*with a clean towel or sponge*) all furniture, tables, racks, flower stands, doors, plaques and other items.
9. Vacuum all areas (carpeted and upholstered furniture).
10. Wet mop floors (*using clean, clear water with required percentage of floor soap and floor warning signs*).
11. Replace furniture to original configuration.
12. Dust all high / low surfaces (*window / door frames, exposed beams and exposed ductwork*)
13. Spray and wipe dry all windows within reach.

Cleaning of windows and glass surfaces

1. Spray and wipe dry all windows within reach once per week. The entrance doors and adjacent windows to all buildings are to be cleaned nightly. If weather does not permit, it will be accomplished the following day.
2. Every two weeks, wash inside and outside, the Village Hall courtyard windows, north and

south entrance canopies, north and south entrance doors and adjacent windows. If weather does not permit, it will be accomplished the following day.

3. All windows in Village Hall shall be cleaned inside and outside in April & October.

Cleaning of floors

1. Composite Floor Tile / Linoleum

Floors are to be kept in a waxed and sealed condition such that floors can be swept / dust mopped and damp mopped (with clean, clear water) nightly with mild detergent using a clean mop. Floors are to be spray-buffed at least three (3) times per week. Floors are to be stripped and re-coated bi-annually with no slip floor wax in April and October. Wet floor warning signs must be used by contractor's employees.

2. Carpeting / Fabric-covered furniture

All carpeting will be vacuumed nightly. Throughout year, contractor selected will utilize measures to spot clean carpeting and furniture on a daily basis preventing any stains from appearing on carpeting or furniture.

Complete steam cleaning of carpeting and furniture will occur in April and October. Complete steam cleaning of high traffic areas (Council Chambers and meeting room) will be done in January, April, July, and October. Contractor selected will notify the Building Maintenance Supervisor one week in advance of date of bi-annual complete steam cleaning to enable Village staff to remove items from floor (*as needed*). Quarterly steam cleaning will take place on a Saturday to allow adequate drying time over the weekend.

3. Concrete

Concrete surfaces in occupied areas within the building will be swept / vacuumed and damp mopped nightly using clean, clear water with required percentage of floor soap and floor warning signs. All concrete surfaces will be stripped, cleaned and resealed with a quality concrete sealer annually in April. All stains to be removed as required. Concrete in cells and cell areas will be stripped and resealed every April and October, and pressure washed on a quarterly basis.

4. Quarry Tile

Floors will be swept and damp mopped (with clean, clear water) nightly with mild detergent. Floor warning signs must be used. Quarry tile will be stripped and resealed twice each year in the spring during the month of April and in the fall during the month of October.

Cleaning of Stairs and Ramps

Follow instructions under Section III. S. Cleaning of Common Areas.

Miscellaneous Clean Up Duties

1. Pick up swept dirt.

2. Empty mop bucket and rinse out mop.
 3. Clear all sink drains of debris. ***Clogged sink drains as a result of mop bucket debris shall be the responsibility of the contractor to repair.***
 4. Restore all cleaning materials to original storage area.
 5. Turn-off all lights turned on by the cleaning crew.
 6. Clean-up garbage storage area outside Police sally port garage (provide neat appearance as possible).
 7. Dumpster sites shall be kept clean and orderly.
 8. Keep storage areas and custodian closets clean, safe and organized.
- T. The contractor selected shall perform all tasks listed in Section II. S. within sixty (60) days of award of the contract. Once all of the cleaning duties listed in Section II. S. are performed by contractor upon being awarded the contract, contractor shall follow the schedules for each cleaning duty as specified in Section II. S.**

U. Duties and Requirements Specific to the Day Porter Position

The day porter shall knock and announce his or her presence in the restroom or locker room of the opposite sex. If anyone is in the restroom or locker room, the porter shall wait until it is empty before entering. Upon entering a restroom or locker room of the opposite sex, the porter shall place a sign or otherwise indicate his or her presence at the entrance.

Daily responsibilities including but not limited to the following: Porter must be available from 8:00 A.M. to 5:00 P.M.

At Village Hall, the Day Porter will, as directed:

1. Dust lamps
2. Dust windowsills, window and door frames and furniture Dust blinds and all other flat surfaces
3. Clean all office windows (once a week)
4. Empty trash baskets and replace plastic liners
5. Sweep under desks and edges of floor
6. Wipe desks, cabinet tops and bookshelves
7. Damp mop floors (*using clean mop and clean, clear water with required percentage of floor cleaner*)
8. Wipe down doors and door frames (*using clean towel or sponge*)
9. Vacuum carpets
10. All other responsibilities as assigned by Building Maintenance staff (Check-in and out w/

2. Do not remove any paper, boxes, or other items on the floor that are not in wastebaskets.
3. Place a large sign with letters a minimum of 6" tall on both the front and rear windshield of your car if you drive to work. The sign should say "Custodial Staff".
4. If you choose to eat in Village Hall, use the employee lounge only.
5. Do not use office telephones for personal calls.
6. Do not allow the public to enter the building if the building is closed.
7. Check facility carefully. If anything was broken or damaged when you came in, note it on the back of the check-sheet.
8. If you are harassed or witness vandalism or a crime, call the Police and report it immediately.
9. Never leave keys lying around. **If keys are lost or stolen, report the incident within one (1) hour.** Contractor selected will pay for replacement keys and change of locks on doors to high security areas.
10. When you leave the building, check every exterior door and window.
11. Use wet floor warning signs whenever floors are wet at a Village location.
12. Place any and all "found" valuables on desk in the Clerk's Office on the first floor.
13. In case of any emergency: Police/Fire 911

Diagram A - Village Hall Directory, Main Level

Diagram B - Village Hall, Upper Level

Diagram C - Village Hall, Lower Level (Police Department)

Diagrams D.4 through D.6 – Public Works Facility:

D.4 – Basement Level

D.5 – 1st floor – Fleet Department

D.6 – 2nd floor – Administration and Engineering Offices

All diagrams will be distributed at the pre-bid meeting at the Public Works Center at 201 South Blvd., Oak Park, IL. on Wednesday, October 12th, 2022 at 10:30 a.m.

X. APPROXIMATE SQUARE FEET OF CARPETING AND TILES FOR VILLAGE LOCATIONS

VILLAGE HALL

1ST FLOOR QUARRY TILES	4,300 SQUARE FEET
1ST FLOOR CARPETING	14,000 SQUARE FEET
2ND FLOOR CARPETING	8,600 SQUARE FEET
1ST & 2ND FLOOR COMPOSITE TILES	224 SQUARE FEET
1ST FLOOR WASHROOMS CERAMIC TILES	410 SQUARE FEET
COUNCIL CHAMBERS ROOM CARPETING	4,120 SQUARE FEET

Total Square Feet: 31,654

POLICE DEPARTMENT

CARPETING	3,260 SQUARE FEET
COMPOSITE TILES	12,000 SQUARE FEET
CERAMIC TILES	240 SQUARE FEET
CONCRETE FLOOR	1,850 SQUARE FEET

Total Square Feet: 17,350

PUBLIC WORKS CENTER

Level	Room	Area
Basement	Men's Locker Room	1,276 SQUARE FEET
Basement	Women's Locker Room	428 SQUARE FEET
Basement	Workshops (with offices)	6,565 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Break / Lunch Room	224 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Offices (2)	270 SQUARE FEET
Level One - Fleet	Conference Room	108 SQUARE FEET

Service Area (1 st Floor)		
Level One - Fleet Service Area (1 st Floor)	Men's & Women's Locker Rooms	51 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Restroom (Fleet)	72 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	North Restroom	74 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	South Restroom	37.5 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Admin. & Engineering Services	780 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	North Offices (11)	1,809 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Engineering Offices (2)	395 SQUARE FEET
Level Two – Admin, & Engineering (2 nd Floor)	Engineering Work Stations (14)	1,960 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Lunch Room	500 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Restrooms (2)	413 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Conference Rooms (3)	1,031 SQUARE FEET

Total Square Feet: 15,993.5

METRA STATION

CONCRETE FLOOR	13,000 SQUARE FEET
COMPOSITE TILES	650 SQUARE FEET

Total Square Feet: 13,650

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's proposal within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Standard of Care

The contractor shall endeavor to perform the services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The contractor shall ensure that the services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the contractor with respect to this Agreement.

Certified Payroll

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

The contractor shall have at all times a competent supervisor on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Building Maintenance Contract Coordinator or appointed representative. Any instructions given to such person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Contract Coordinator any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 5:00 p.s., and weekends in the Police Dept. as required or agreed upon by all parties. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Contract Coordinator.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

12. No more than 50% of the crew may be trainees at any one time.
13. Supervisors must be fluent in the English language and capable of reading and writing English.
14. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see below).
15. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
16. The contractor selected shall provide the Village with a current list of all employees who will perform work upon commencement of the agreement. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property. Repeated use of employees not on the current list may be grounds for termination of the agreement.
17. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

GENERAL INFORMATION

Uniforms:

Employees of the contractor shall wear uniforms or clothes that identify them as a Village contractor.

Quality Control:

The contractor's staff shall meet with the Building Maintenance Contract Coordinator or his/her designee once per week in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or alternate location determined by the Building Maintenance Contract Coordinator) during the first six months of the contract period, and as needed after that to discuss deficiencies. Contractor shall provide a plan and timeframe to correct any deficiencies identified.

Employees of the contractor shall submit a report to the Building Maintenance Contract Coordinator at the end of each work day if any problems, malfunctioning equipment or hazards are discovered throughout the work day.

Criminal background checks will be performed on all employees of the contractor prior to contract commencement and on any employee of the contractor that replaces a previous employee during the contract period. A current list of employees along with copies of their driver's licenses shall be kept on-file at the Public Works Center Customer Service office.

COVID-19 Cleaning and Disinfecting Spray Services:

Contractor shall provide a separate cost proposal as an alternate (include pricing on Proposal Price Form) to provide specialized COVID-19 cleaning and disinfectant spraying services. These services shall be provided by custodial contractor staff who are trained in performing this type of service. All equipment associated with this service shall be provided by and maintained by the custodial contractor. Supplies, materials and equipment associated with this service may be stored/kept at the locations being serviced.

Pricing for this service shall be broken out by location and frequency of service (once per week OR 4-day cycle). Spraying services must be done **after hours** and not during regular business hours unless specified otherwise.

Description of COVID-19 spraying services shall include, but not be limited to the following:

For Village Hall (including Police Dept.) and Public Works Center (including Fleet Shop during regular hours):

- Spray all offices and adjacent work spaces/cubicles, as well as hallways, restrooms, locker rooms, elevator interiors, elevator lobby, entrance areas/vestibules, stairwells, employee lounges/kitchen areas and lunchrooms with approved Virucide disinfectant spray solution using approved dispensing equipment. Spray solution shall be fast-drying allowing occupants to return to their respective work spaces/offices within thirty (30) minutes.

Metra Station: The Village may be installing a new outdoor public restroom in a parking lot across the street from the Metra Station. Custodial contractor shall be responsible for cleaning this restroom twice daily (one in the morning and once in the afternoon or evening). See <https://portlandloo.com/> for more information.

PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to perform custodial services all in accordance with the attached specifications and at the prices indicated below.

Location	Cost of Service Per Month	
Village Hall: 123 Madison (including Police Dept.)	\$5,221	
Public Works Center: 201 South Blvd. (including Fleet Shop during regular hours)	\$2,669	
Metra Station: 1119 North Blvd. (including warming station, two restrooms and PD sub-station)	\$1,339	
Alternate Locations		
PD sub-station 618 Austin	\$175	
PD sub-station 6311 North Ave.	\$175	
Exterior (outdoor) restroom near the Metra Station serviced twice daily (once in the a.m. and once in the p.m.)	\$315	
Central Water Pumping Station – one small employee restroom serviced once per week	\$100	
Total Monthly Cost (without Alternate Locations):	\$9,229	
Total Monthly Cost (including Alternate Locations):	\$9,994	
Alternate Services (COVID-19 Spraying Service):	Once per week	Four- (4) day cycle (once every four days)
<i>Village Hall (after hours including Police Dept.)</i>	\$2,165	\$4,200
<i>Public Works Center (after hours, Fleet Shop to be done during regular hours)</i>	\$1,000	\$2,000

24-Hour Emergency Call-back Number (for Police Department detention cells –
see Section U., page 18): (773) 310 2002

Additional Hourly Rate for Emergency Call-backs: \$ 22.50 / hr.

Proposal Signature: _____

State of

IL

County of

DuPage

ARADIUZ GRAPINSKI, PRESIDENT
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: OCT / 24th / 2022

Organization Name
(Seal - If Corporation)

By:

Authorized Signature

773 310 2002
Telephone

515 W Wrightwood Ave
Address Elmhurst IL 60126

E-mail address: ECOCLEANMAINTENANCE@YAHOO.COM

PROPOSAL FORM continued

Subscribed and sworn to before me this 24 day of OCTOBER, 2022.

DOROTA SZCZEPANIK in the State of ILLINOIS. My
Commission
Notary Public *Dorota Szczepanik*

Expires on 08/11/2026



Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of Eco CLEAN MAINTENANCE, INC and is organized and existing under the laws of the State of ILLINOIS. The full names of its Officers are:

President ARKADIUSZ Grabowski

Secretary ARKADIUSZ Grabowski

Treasurer ARKADIUSZ Grabowski

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating
under a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

★ PLEASE SEE ATTACHED REFERENCES ★

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

★ PLEASE SEE ATTACHED REFERENCES ★

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REFERENCES

Will County Office of the County Executive

302 N. Chicago Street Ave., Joliet, IL 60432

Phone: (815)-671-9512

Contact: Kathy Henderson

Email: khenderson@willcountyillinois.com

Job Description: Offices, Facilities, Sheriff's Complex, Health Dept., Courthouse, Porter Services

Contract Period: December 2016- Present (extended/renewed)

Buildings Size: 600,000 sq. ft.

Contract Amount: \$700,000/year

Village of Lincolnshire

1 Olde Half Day Road, Lincolnshire, IL 60069

Phone: (224)-229-7052

Contact: Sam Barghi

Email: sbarghi@lincolnshireil.gov

Job Description: Various Offices and Facilities (Village Hall, PD, etc.)

Contract Period: December 2019-Present (extended/renewed)

Buildings Size: 50,000 sq. ft.

Contract Amount: \$65,000/year

Village of Arlington Heights-Parking Garages

33 S. Arlington Heights Rd., Arlington Heights, IL 60005

Phone: (847)-772-0204

Contact: Anthony Butera

Job Description: Cleaning of Parking Garage Towers (4 garages total)

Contract Period: January 2013-Present

Buildings Size: 400,000 sq. ft.

Contract Amount: \$60,000/year

The Oaks Recreation and Fitness Center

10847 LaPorte Rd., Mokena, IL 60448

Phone: (708) 372-8867

Contact: Jim VanGennep

Job Description: Fitness Center, Offices & Facilities

Contract Period: March 2010-Present (extended/renewed)

Building Size: 80,000 sq. ft.

Contract Amount: \$75,000/year

REPORT

ON THE PROGRESS OF THE WORK DURING THE YEAR 1900

BY THE SECRETARY OF THE BOARD OF TRADE

LONDON: H.M.S.O. 1901

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**SECTION III
CONTRACTOR CERTIFICATION**

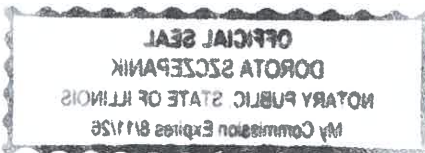
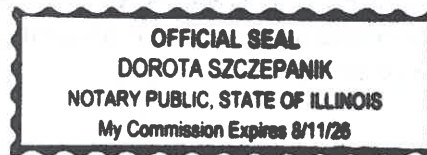
Eco Clean Maintenance, Inc., as part of its proposal on an agreement for custodial Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing on the aforementioned agreement as a result of a violation to
either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or
Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement".

[Signature]
(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this 24 day of OCTOBER, 2022.

[Signature]
Notary Public's Signature

- Notary Public Seal -



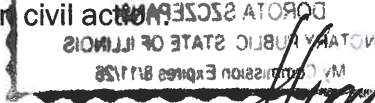
**SECTION IV
TAX COMPLIANCE AFFIDAVIT**

Arkadiusz Grabowski, being first duly sworn, deposes and says:

that he/she is PRESIDENT of
(partner, officer, owner, etc.)

Eco Clean Maintenance, Inc
(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.



By:

Its:

PRESIDENT

(name of contractor if the contractor is an individual)

(name of partner if the contractor is a partnership)

(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this 24 day of OCTOBER, 2022.

Dorota Szczepanik

Notary Public's Signature

- Notary Public Seal -

Reporting Requirements



The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

SECTION V
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named Eco Clean Maintenance, Inc and is organized and existing in good standing under the laws of the State of IL. The full names of its officers are:

President

Secretary

Treasurer

Registered Agent Name and Address: Arkadiusz Grabowski (515 W Weymouth Ave Elmhurst IL 60126)

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION VI

PROPOSAL BOND

WE ★ PLEASE SEE ATTACHED DOCUMENT ON NEXT PAGE ★

as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total annual proposal price, as specified in the invitation for Proposals. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the Proposal is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022.

PRINCIPAL

(Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No. **B 1268917**

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Eco Clean Maintenance, Inc.
515 Wrightwood Avenue Elmhurst, IL 60126 (hereinafter called the Principal)
as Principal, and the SELECTIVE INSURANCE COMPANY OF AMERICA, a corporation created and existing under
the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety),
as Surety, are held and firmly bound unto Village of Oak Park
201 South Blvd Oak Park, IL 60302 (hereinafter called the Obligee)
in the full and just sum of 10 % Percent of Total Bid Amount Dollars
(\$ 10 %) good and lawful money of the United States of America, to the payments of which sum of
money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 25th day of October, 2022 A.D.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Obligee shall make any award within 60 days to
the Principal for
Janitorial Services

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and
enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give
bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall,
in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not
exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full
force and effect.

When this Bond has been furnished to comply with a statutory, regulatory or other legal requirement in the location where
the construction is to be performed, any provision in this Bond conflicting with said statutory, regulatory or legal
requirement shall be deemed deleted from this form and provisions conforming to such statutory, regulatory or other
legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory
bond and not as a common-law bond.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Eco Clean Maintenance, Inc.

WITNESS:

N/A

(If individual or firm)

By: 

, PRINCIPAL

(SEAL)

ATTEST:


(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA, SURETY

By: Colette Celaya

Colette Celaya, Attorney-in-fact

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Colette Celaya**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Hundred Thirty Thousand Dollars (\$130,000.00)**

Signed this 25th day of October, 2022

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

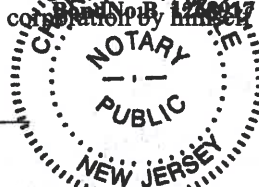
:ss. Branchville

COUNTY OF SUSSEX :

On this 25th day of October, 2022 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 25th day of October, 2022

Michael H. Lanza, SICA Corporate Secretary



Subscribed to and sworn before me on the _____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the _____ day of _____, 2022.

Notary Public

**SECTION VII
CONTRACT BOND**



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2022.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

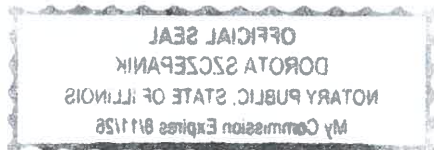
Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

Notary Public



**SECTION VIII
COMPLIANCE AFFIDAVIT**

I, ARKADIUSZ Grabowski, (print name) being first duly sworn on oath depose and state:

1. I am the (title) PRESIDENT of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____

E-Mail ECOCLEANMAINTENANCE@yahoo.com

Subscribed to and sworn before me this 24 day of OCTOBER, 2022.

[Signature]
Notary Public

- Notary Public Seal -



¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

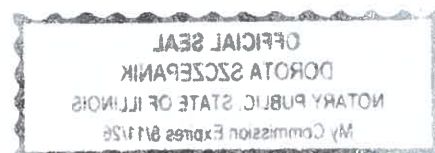
1. Contractor Name: Eco Clean Maintenance, Inc
2. Check here if your firm is:
- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
 - ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
 - ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
 - ☒ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?
- 51 Number of full-time employees
- 34 Number of part-time employees
4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: *Shawn Galore*

Date: 10/24/22



EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name Eco Clean Maintenance, Inc.
Total Employees 85

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers	7	6	1		3								
Professionals													
Technicians													
Sales Workers	2	2	0		1								
Office & Clerical	1	1	0		1								
Semi-Skilled													
Laborers													
Service Workers	74	46	28	8	45				21				
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

ARKADIUSZ GRABOWSKI, being first duly sworn, deposes and says that he/she is the PRESIDENT

(Name of Person Making Affidavit)

(Title or Officer)

of Eco Clean Maintenance, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 24 day of OCTOBER, 2022.

Dan Rucinski
(Signature)

10/24/22
(Date)



SECTION X
NO PROPOSAL EXPLANATION

If your company does not wish to proposal on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you.

Proposal Name: Project No. 22-127

Village of Oak Park Custodial Services

Comments:

Signed: _____

Phone: _____



SAMPLE ONLY – DO NOT SIGN

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on this _____ day of _____, 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the “Work”) for the _____ (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Proposals dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$_____ (“Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which, together shall constitute the “Contract Documents.” The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract

Documents by _____, _____ ("Contract Time"). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village's Building Maintenance Contract Coordinator shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein for a three-year (3) period and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois

and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$

1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit

\$1,000,000.00

(D) **Umbrella:**

i. **Limits:**

Each Occurrence/Aggregate

\$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to

such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Public Works Director
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302-4272
708-358-5700
Email: jwielebnicki@oak-park.us
Fax: 708-358-5711

To Contractor:

Email: _____
Fax: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of twenty-five thousand (\$25,000) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers,

officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. STANDARD OF CARE

26.1. The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

26.2. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

26.3. The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

27. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By:
Its: Village Manager

By:
Its:

Date: _____, _____

Date: _____, _____

ATTEST

ATTEST

By:
Its: Village Clerk

By:
Its:

Date: _____, _____

Date: _____, _____

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

It is shown that the function $f(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

2. In the second part, we consider the function $g(x)$ defined by the equation

$$g(x) = \int_0^x \frac{1}{1+t^4} dt$$

It is shown that the function $g(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

3. In the third part, we consider the function $h(x)$ defined by the equation

$$h(x) = \int_0^x \frac{1}{1+t^6} dt$$

It is shown that the function $h(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

4. In the fourth part, we consider the function $k(x)$ defined by the equation

$$k(x) = \int_0^x \frac{1}{1+t^8} dt$$

It is shown that the function $k(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

5. In the fifth part, we consider the function $l(x)$ defined by the equation

$$l(x) = \int_0^x \frac{1}{1+t^{10}} dt$$

It is shown that the function $l(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

6. In the sixth part, we consider the function $m(x)$ defined by the equation

$$m(x) = \int_0^x \frac{1}{1+t^{12}} dt$$

It is shown that the function $m(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

7. In the seventh part, we consider the function $n(x)$ defined by the equation

$$n(x) = \int_0^x \frac{1}{1+t^{14}} dt$$

It is shown that the function $n(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

8. In the eighth part, we consider the function $o(x)$ defined by the equation

$$o(x) = \int_0^x \frac{1}{1+t^{16}} dt$$

It is shown that the function $o(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.

9. In the ninth part, we consider the function $p(x)$ defined by the equation

$$p(x) = \int_0^x \frac{1}{1+t^{18}} dt$$

It is shown that the function $p(x)$ is increasing and concave down on the interval $(-\infty, \infty)$.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2022

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

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

PRODUCER AssuredPartners of Illinois, LLC 4350 Weaver Pkwy Warrenville IL 60555		CONTACT NAME: Certificate Team PHONE (A/C, No, Ext): 630-355-2077 E-MAIL ADDRESS: certs.apil@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend Mutual Insurance Company	
		INSURER B: AmTrust Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 298564457

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A898760	3/11/2022	3/11/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A898760	3/11/2022	3/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			A898760	3/11/2022	3/11/2023	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	KWC1275966	2/20/2022	2/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 F1 DISFASF - FA FMPI OYFF \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Eco Clean Maintenance, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

515 W. Wrightwood Avenue

6 City, state, and ZIP code

Elmhurst, IL 60126

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

2 6 - 3 9 1 0 5 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Dyk Meyer

Date ► 9/30/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

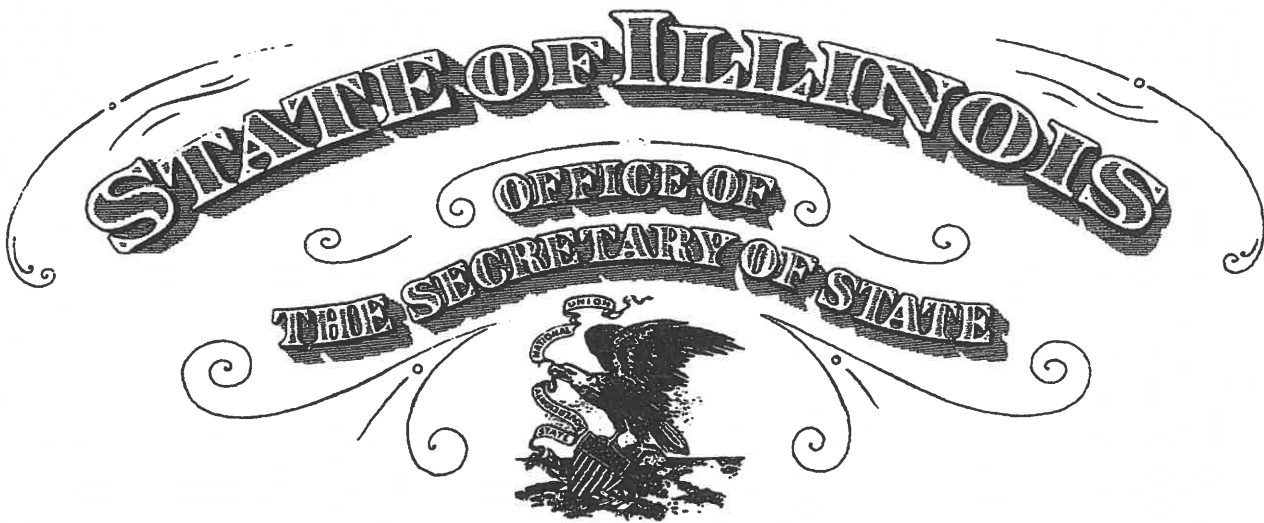


[The following text is extremely faint and largely illegible. It appears to be a multi-paragraph document, possibly a letter or a report, with several lines of text visible across the page. The text is mirrored across the page, suggesting it may be a scan of a document with bleed-through or a very low-quality scan.]

[Faint, illegible text lines follow, covering the majority of the page area.]

File Number

6647-166-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH day of MARCH A.D. 2017 .

Jesse White

SECRETARY OF STATE

Authentication #: 1707201894 verifiable until 03/13/2018

Authenticate at: <http://www.cyberdriveillinois.com>

Certificate of Completion



This certifies that

Agnieszka B Dudek

is awarded this certificate for

OSHA - 10 Hour General Industry Outreach Training Program w/ PDF Study Guide

Credit Hours: 10

Completion Date: 12/29/2010 09:34 CST

Certificate Number:

[Signature]

Student Signature

[Signature]

Michael Millsap, Trainer C 0034819 and G 0021414



GreenBusinessBureau

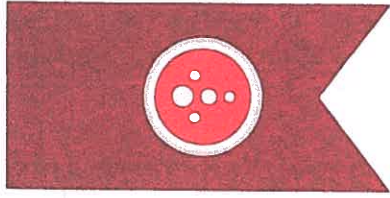
Eco-Clean Maintenance Inc.

Having demonstrated their commitment to promoting and implementing business practices that are environmentally responsible, and having met the standards set forth by the Green Business Bureau, is hereby granted membership and recognized as a member in good standing.



Marcos Cortez, LEED AP, CEO and Co-founder

MEMBER SINCE 2013



360training

Certificate of Completion

This is to certify that

Israel Cortez

has completed the course

Bloodborne Pathogens

Completion date: 01/15/2020

Course duration: 1.0

Certificate # 000016840090

Samantha Montalbano
Chief Operating Officer

Certificate of Completion

This is to certify that

Israel Cortez

Has completed

10 Hour General Industry Safety Certification

Completion Date: 08/17/2017

Course Duration: 10.0



360training

6801 N Capital of Texas Hwy, Bldg I, Suite 250 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com

360training

This certifies that the person named below successfully completed a

Israel Cortez

10 Hour General Industry Safety Certification

Curtis Chambers
Trainer Name

08/17/2017
Completed

(FOLD)

This is your pocket card which may be used for proof of completion of your training.
This training is intended to provide supervisor awareness for recognizing and preventing
hazards on a construction site. Workers must receive additional training as required
for the specific hazards of their job or federal, state, and local requirements.

OSHAcampus is a trademark of 360training.com, Inc.

Questions? Visit
www.oshacampus.com
This Card May Not Be Reproduced
safety@oshacampus.com
877.881.2235

(CUT HERE)



Western Surety Company

JANITORIAL SERVICE BOND

Bond No. 62577315

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Eco Clean Maintenance, Inc

of 515 W. Wrightwood Ave., Elmhurst, IL 60126

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being Ten Thousand and 00/100

DOLLARS (\$10,000.00).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

TERM OF BOND:

SECTION 1. The term of this bond begins with the 2nd day of November 2015, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.

SALVAGE:

SECTION 9. If the Obligor shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligor shall be entitled to all recoveries, except from suretyship, insurance, reinsurance, security or indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and less the amount of the deductible carried on the Employee causing such loss or losses; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 10. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligor, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served upon the Obligor or sent by mail. Such date, if the notice be served, shall be not less than ten (10) days after such service, or, if sent by mail, not less than fifteen (15) days after the mailing. The mailing by Surety of notice, as aforesaid, to the Obligor at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 11. This bond shall be deemed cancelled in its entirety at 12:00 o'clock night, standard time, upon the effective date specified in a written notice served by the Obligor upon the Surety or by the Surety upon the Obligor, or sent by mail. Such date, if the notice be served by the Surety, shall be not less than ten (10) days after such service, or if sent by the Surety by mail, not less than fifteen (15) days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligor at its principal office shall be sufficient proof of notice. The Surety shall refund to the Obligor the unearned premium computed pro rata if this bond be cancelled at the instance of the Surety, or at short rates if cancelled or reduced at the instance of the Obligor.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 12. No Employee, to the best of the knowledge of the Obligor, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligor or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligor or any predecessor in interest of the Obligor and covering one or more of the Obligor's Employees shall have been cancelled as to any of such Employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such Employees, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such Employees shall not have been reinstated under the coverage of said fidelity insurance or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such Employees unless the Surety shall agree in writing to include such Employees within the coverage of this bond.

LOSS—NOTICE—PROOF—LEGAL PROCEEDINGS:

SECTION 13. At the earliest practical moment, and at all events not later than fifteen (15) days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligor, or by any partner or officer thereof not in collusion with such Employee, the Obligor shall give the Surety written notice thereof and within four (4) months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two (2) months from the filing of proof as aforesaid on account of such loss, nor after the expiration of twelve (12) months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

TEMPORARY EMPLOYEES:

SECTION 14. The Obligor shall not at any time while this bond is in force direct any temporary employee(s) to any subscriber's premises unless such person(s) is/are accompanied by a foreman who is in the regular employ of the Obligor. For purposes of this restriction, any person who works less than the normal working hours established by his employer or otherwise fails to meet the definition of "Employee" above is considered a temporary employee.

EXCLUSIONS:

SECTION 15. This bond does not apply to loss that is an indirect result of any act or loss caused by or involving one (1) or more Employees, whether the result of a single act or series of acts, covered by this insurance including, but not limited to, loss resulting from:

- a. The Obligor's inability to realize income that would have been realized had there been no loss covered by this bond.
- b. Payment of damages of any type for which the Obligor is legally liable. Compensatory damages arising directly from a covered loss will be paid.
- c. Payment of costs, fees, or other expenses incurred by the Obligor in establishing either the existence or the amount of loss under this bond.

This bond does not apply to expenses related to any legal action

OTHER INSURANCE:

SECTION 16. This bond does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this bond will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity, but not for more than the amount of indemnity as stated above.

DATED

WESTERN SURETY COMPANY



Paul T. Bruffat, Senior Vice President



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Insured and

Western Surety Company
that instead of as originally written:

The definition of Employee found in Section 3 of the bond be amended
to read as follows:

Owners/Officers are hereby excluded from the coverage of the bond.

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or
conditions of the bond, except as hereinabove set forth.

This Rider becomes effective on the 2nd day of November, 2015, at
twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 62577315
issued by Western Surety Company
to Eco Clean Maintenance, Inc.

Signed this 2nd day of November, 2015

By

Paul T. Bruflat, Senior Vice President





YINSHIJI JIAOZHUAN

1994

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ECO-CLEAN MAINTENANCE, INC.

I. COMPANY BACKGROUND

Eco-Clean Maintenance, Inc. has been engaged in the contracting business under the present name for over 12 years. It is a corporation established on December 12, 2008 in State of Illinois. The Company's Owner/President, Eric Grabowski has 20 years of experience in commercial cleaning business.

COMPANY INFORMATION:

Eco-Clean Maintenance, Inc.

Attn.: Eric Grabowski

Phone: 773-310-2002

515 W. Wrightwood Ave.

Elmhurst, IL 60126

Currently we employ 85 full and part-time janitorial staff members and 10 support staff members. Our Company's Safety Supervisors are responsible for training of the new as well as the existing employees on a regular basis. Moreover, in order to provide our clients with the best quality of services, our supervisors are also required to complete the follow-up training every 6 months during their employment.

In Eco-Clean Maintenance, Inc. we believe that from major construction projects to daily commercial cleaning is of the utmost importance in maintaining a professional business facility. Therefore, our cleaning abilities are limitless: from post-construction projects to regular daily office cleaning. We utilize the latest in state-of-the-art equipment as well as products including but not limited to 3M, Rubbermaid, Johnson Diversey, and Spartan. Our commercial cleaning services include: carpet cleaning, window cleaning, power washing, tiles and grout, post-construction cleanup, and 24-hour emergency service.

QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION are only two of a long list of reasons that separate us from our competition.

In Eco-Clean Maintenance, Inc. we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

YOUR SATISFACTION MEANS OUR SUCCESS!

II. COMPANY OVERVIEW

Our HR Department, Hiring Manager is responsible for recruiting process, which includes the interview stage and employees screening procedures. Among all required forms, we always insist on filing out Form I-9 to verify prospective candidate's legal status. At all times, without exception, we require at least 4 documents showing claimed legal status. Upon the satisfactory results from character screening, verification of previous employment and recommendation letters, the candidate is interviewed by our Hiring Manager.

In Eco-Clean Maintenance, Inc. we believe that personnel's attire stands for Company's good image. Therefore our employees are required to wear Company's uniform: T-shirts with company's logo and the matching work pants. Also, the Identification Badge is attached to the uniform.

Israel Cortez will be assigned to your facilities as an Area Supervisor. He has been working for our company for over 5 years and has 9 years of experience. He will be engaged in monitoring service levels and staff performance as well as he will be also responsible for communication between the Client and the cleaning crew.

Our Company will not provide any cleaning staff at your facility without prior training. At least two weeks prior to the first day of the contract, each employee will be required to take training classes and pass the performance test. In Eco-Clean Maintenance, Inc. we believe that employees are the most important factor of Company's outstanding performance. Therefore, in order to meet with the Clients' requirements, proper, and professional training is mandatory. Our Clients can be assured that all our personnel is required to complete 2 weeks of extensive training program prior to being assigned to new task. The employees who will be actively engaged in the janitorial services at your facility are our highly trained and skilled staff members with average 5 years of experience who have performed satisfactorily on other contracts the company was awarded. Crew members who will be assigned to the facilities will be required to pass the ongoing training and education program to ensure compliance with state and federal training requirements. Therefore, our company will employ a mandatory training for all

contracted employees at least quarterly. Crew members who will be assigned to your facilities speak English fluently.

Eco will train 2 additional cleaning members who will be ready to fulfill the duties in case of absenteeism of main cleaning crew. Our company operates 24 hours a day. Both, the Supervisor and the Assistant Supervisor will be available 24 hrs. Eco-Clean Maintenance, Inc. will offer emergency clean-up services at your facility during normal business hours within 2-4 hours notice during the weekday, weekday evening, and weekend evening.

As a recognized Company among the janitorial and custodial services providers, our Company has established Quality Assurance Program in order to provide our Clients with professional and outstanding services. In order to meet with the Clients' requirements and regularly expand superior standards of service, we systematically examine the level of our services.

In Eco-Clean Maintenance, Inc. we are aware of diversity of services required by different Clients. Therefore, we organize a "Personalized Quality Plan" for our Clients in order to meet with the mandatory responsibilities. We combine the procedure with the methods and frequencies for required work using the quality standards.

Another way of keeping our employees safe and providing our clients with the best quality of service is through our safe work procedures. Our employees are required to recognize the simple procedures, like how to protect their own health and provide the safety work environment when performing particular job. In Eco-Clean Maintenance, Inc. we provide our workers with customized operating procedures guidelines which differ from one another and depend in the type of performing work. The standards procedures include the following regulations:

- Material handling;
- Electrical safety;
- Emergency evacuation;
- Variety of required and allowed products, etc.

ECO-CLEAN MAINTENANCE, INC.

TRAINING OUTLINE AGENDA

TRAINING SESSION NOVEMBER 7, 2018

(Initial training for employees begins prior to the first day on the job, and periodic training sessions are conducted thereafter, either on an individual or a group basis)

I. Training Overview introduced by Company's President

Training improves morale, teaches methods, develops supervisory skills, builds team spirit, and increases supervisory knowledge and confidence. Our training program was designed to achieve standardization of training for all custodial workers, and is presented by our Training Coordinator and first-line supervisors.

To function effectively, all employees must know when to work, where to work, for whom to work, what work to do, and how best to complete the work. The objective is to quickly orient both inexperienced and experienced workers to the high quality standards of provided services.

Classroom training in cleaning methods and safety procedures reduces the time required to be spent with each employee, allowing for a smooth transition from trainee to a productive staff member.

II. Industry Overview

- A. Factors affecting cleaning
- B. Commercial Cleaning
- C. Advantages and disadvantages

III. Cleaning Processes - General cleaning procedures

- A. Wet
- B. Dry
- C. Low Moisture
- D. Other

IV. Systems Approach to Cleaning - Cleaning methods and use of products and equipment

- A. Manufacture
- B. Installation
- C. Prevention
- D. Vacuuming
- E. Spotting
- F. Cleaning
- G. Finishing
- H. Crew Procedures
- I. Equipment Care

V. Spot and Stain Removal

- A. The Basics
- B. Chemicals
- C. Permanent Damage
- D. Urine
- E. Other Specialized Spots

VI. Safety

- A. Chemical (Proper use of dilution of cleaning chemicals)
- B. IAQ/Indoor Environmental Quality
- C. Equipment
- D. Slip, Trip and Fall
- E. PPE
- F. MSDS
- G. Reporting
- H. Soil and Cleaning Theory

VII. Carpet Color and Dying

- A. Spot
- B. Full Room
- C. Side Match

VIII. Water Damage Restoration Basics

NOTE: After the training sessions are completed, a self assessment by the trainee is requested by the trainer, followed by a Trainer evaluation which determines the competencies of each new staff member. Trainee's that do not meet our required level of comprehension are NOT permitted to move on to "in field" training until our Training Coordinator feels that they are ready to do so.

ECO-CLEAN MAINTENANCE, INC.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Eco-Clean Maintenance, Inc. is committed to providing a non-discriminatory employment environment for its employees.

The policy of Eco-Clean Maintenance, Inc. is to fully comply with applicable federal state and local laws, rules and regulations in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex [including sexual harassment], national origin, disability, age [40 years or older], military and veteran status is prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.

All employees are expected to comply with Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting bossiness objectives are expected to cooperate fully in meeting Eco-Clean Maintenance, Inc.'s equal employment opportunity objectives.

An employee who believes he or he has been discriminated against must immediately report any incident to the company's Human Resources Manager.

The company will not tolerate retaliation against any employee who reports acts of discrimination to provide information in connection with any such complaint.

If you have any questions regarding this policy, please contact Eco-Clean Maintenance, Inc.'s Human Resources Manager.

Eco-Clean Maintenance, Inc. is an equal opportunity employer.

THE HISTORY OF THE UNITED STATES

OF THE UNITED STATES OF AMERICA

BY HENRY REEVE

IN THREE VOLUMES. VOL. I.

NEW-YORK: PUBLISHED BY G. & C. VAN NEST, 1840.

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ECO-CLEAN MAINTENANCE, INC.

SUBSTANCE ABUSE PREVENTION POLICY

- 1) ECO-CLEAN MAINTENANCE, INC.** is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.
- 2)** Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, Eco-Clean Maintenance, Inc. is committed to ensuring a substance-free working environment for all of its employees
- 3) ECO-CLEAN MAINTENANCE, INC.** therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.
- 4)** In addition, **ECO-CLEAN MAINTENANCE, INC.** strictly prohibits the abuse of alcohol or prescription drugs.
- 5)** Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

THE HISTORY OF THE UNITED STATES

CHAPTER I. THE DISCOVERY OF THE COUNTRY

The first discovery of the continent of North America was made by Christopher Columbus in 1492. He sailed from Spain in search of a westward route to the Indies, and after a long and perilous voyage, he landed on the island of San Salvador in the Bahamas.

Columbus's discovery opened the way for European exploration and settlement of the New World. In the years following his voyage, many other explorers sailed to the Americas, and the continent was gradually mapped and explored.

The first European settlement in North America was founded by John Roanoke in 1585. It was located on Roanoke Island in the Chesapeake Bay. The settlement was abandoned in 1586, and the fate of the colonists remains a mystery.

The first permanent English settlement in North America was founded by the Pilgrims in 1620. They sailed on the Mayflower and landed in Plymouth, Massachusetts. The settlement was successful, and it became a model for future colonies.

The American Revolution began in 1775, and the United States declared its independence from Great Britain in 1776. The war lasted for eight years, and it ended with the signing of the Treaty of Paris in 1783. The new nation was born.

Eco-Clean Maintenance, Inc.

Quality Control

Quality control is important because high quality service is the name of the game. Thus, it needs to be monitored at the highest level. The first step in quality control is training. Getting the staff properly trained is paramount to high quality work. Each staff member undergoes training and testing phase before going out into the field. Once they have successfully passed their written and field tests they are placed on crew, where they work under the supervision of a crew leader and field supervisor. Right off the bat, you know you are getting a trained and tested staff. Beyond that, there are frequent check-ups and professional development training that occur on an ongoing basis for the entirety of one's career at Eco Clean.

Once our staff is trained and out in the field, they need to understand the scope of the job. Therefore, communication is a key in the providing high quality service. The first line of communication is a clear outline of the duties. This is achieved by easy-to-read daily cleaning checklists for the staff to follow. This allows the staff to clearly see what needs to be done that day, as well as gives the crew chief/supervisor an easy method to monitor that the work is being completed properly. The staff will use the checklist to execute the cleaning, while the supervisor will use the same checklist to monitor that the work has been completed and the level of satisfaction of the work. These checklists and notes can also be reviewed by the customer if they are interested to see the progress of the day-to-day operation of the project. Furthermore, we are always available to receive feedback from our customers, whether it be via telephone or email. We pride ourselves on our responsiveness, as we know our success is based wholly on your satisfaction.

Now our trained staff and supervisors are armed with a clear plan of action to attack this project. What happens when the plan is not perfectly executed? If work is not completed, or is not completed to a satisfactory level, the supervisor will determine the course of action to remedy the situation. These courses of action range from altering the order of cleaning, to improving cleaning technique, to improving time management, etc. Here is where our crew chiefs/supervisors act as teachers/coaches and guide our staff towards the goal of providing the highest level of service possible.

Therefore our quality control plan is a three pronged attack: Training, communication and guidance/rectification.

THE HISTORY OF THE

REPUBLIC OF THE UNITED STATES

The history of the United States is a story of a people who have grown from a small colony of English settlers to a great nation. The story begins with the first English settlers in 1607, who came to the New World seeking a better life. They found a land of opportunity, but also a land of hardship. The early years were marked by struggle and sacrifice, but the settlers persevered and built a new society. Over time, the United States grew in size and power, and its people became known for their freedom and innovation. Today, the United States is a global superpower, and its history continues to shape the world.

The United States has a rich and diverse history, shaped by the experiences of many different peoples. From the Native Americans who lived on the land long before the first settlers, to the immigrants who came from all over the world, the United States is a melting pot of cultures and traditions. This diversity has been one of the strengths of the nation, allowing it to adapt and grow in a constantly changing world. The United States has also been a leader in many areas, including science, technology, and the arts. Its people have made many great contributions to the world, and its history is a testament to the power of the human spirit.

The history of the United States is a story of a people who have overcome many challenges and achieved many great things. From the first settlers to the present day, the United States has been a land of opportunity and hope. Its people have built a nation that is free, just, and prosperous, and its history is a source of pride and inspiration for all who love it. The United States is a great nation, and its history is a testament to the power of the human spirit.

The history of the United States is a story of a people who have grown from a small colony of English settlers to a great nation. The story begins with the first English settlers in 1607, who came to the New World seeking a better life. They found a land of opportunity, but also a land of hardship. The early years were marked by struggle and sacrifice, but the settlers persevered and built a new society. Over time, the United States grew in size and power, and its people became known for their freedom and innovation. Today, the United States is a global superpower, and its history continues to shape the world.

Eco-Clean Maintenance, Inc.

Complaint Procedure

All complaints are to be sent to our area supervisor via email, phone or text message. All complaints are handled in the order they are received, but are always handled within 24 hours.

1) Gather Information

After receiving a complaint, we gather as much information as we can to identify the source of the problem

2) Investigate

We then begin an investigation with the information we have present to find a solution

3) Problem Solve

Once the solution is presented we work towards resolving the complaint in the utmost manner with swift urgency

4) Resolve the Problem

Follow up to ensure the issue is resolved and to the satisfaction of the client

5) Maintain Consistency

Keep a level of communication with both the client and our crew to make sure that we can keep this issue under control

THEORY OF THE EARTH

CHAPTER I

The earth is a sphere, and its surface is divided into two parts, the land and the water. The land is divided into continents and islands, and the water is divided into oceans and seas.

The earth is covered with a thin layer of air, which is called the atmosphere. The atmosphere is divided into several layers, and the lowest layer is called the troposphere.

The earth is surrounded by a layer of water, which is called the hydrosphere. The hydrosphere is divided into several parts, and the largest part is the oceans.

The earth is also covered with a layer of soil, which is called the lithosphere. The lithosphere is divided into several parts, and the largest part is the continents.

The earth is a very complex system, and its study is a very difficult task. The study of the earth is called geology, and it is a very important science.

The study of the earth is very important, because it helps us to understand the world around us. It also helps us to find out how the earth was formed, and how it is changing.

Eco-Clean Maintenance, Inc.

Transition Plan

Eco Clean Maintenance has followed a procedure to manifest a good fluid transition when obtaining a new contract from a client. Transitioning into a new contract can be something that takes care and attention. We believe that good solid communication is the primary source of great customer service. In order to ensure there is a smooth transition when obtaining a new contract with a client, we proceed by doing the following:

- Take an extensive amount of notes and pictures when doing the initial walkthrough to later pass onto the supervisor and crew that will be cleaning the facility so they have an accurate depiction of what to expect.
- We then schedule a walkthrough with the team to show which areas to clean and how to go about it so that the team understands which areas have the highest priority.
- In order to proceed we must do a thorough background check on all personnel as well as a zero tolerance drug screening and evaluation.
- After all supplies and equipment have been delivered we ensure that each member of the team knows which chemicals are to be used and which areas are not to be touched or tampered with including moving personal belongings or areas that are considered off limits.
- Finally we do routine check ups vigorously throughout the beginning of the contract and then periodically after we know that our crew have been doing it's job to the satisfaction of the client as well as ourselves for we hold ourselves accountable to maintaining a level of superior customer service and customer satisfaction.

THE HISTORY OF THE

REPUBLIC OF THE UNITED STATES

The history of the Republic of the United States is a story of the struggle for freedom and justice. It is a story of the people who have fought for the principles of liberty and equality, and who have built a nation that stands for the rights of all men.

The story begins with the first settlers who came to the New World. They were men of courage and vision, who sought a new life and a new land. They were men who believed in the principles of liberty and justice, and who were willing to fight for them.

The story continues with the struggle for independence. The people of the United States fought a brave and bloody war against the British, and they won. They won the right to be free, and they won the right to be equal.

The story then tells of the years of peace and prosperity that followed. The people of the United States built a great nation, and they lived in peace and harmony. They were a people who loved their country, and who were proud of their achievements.

But the story is not over yet. There are still many challenges ahead. There are still many people who are not free, and many people who are not equal. But the people of the United States are a people who never give up. They are a people who believe in the principles of liberty and justice, and who are willing to fight for them.

The story of the Republic of the United States is a story of hope and courage. It is a story of the people who have fought for the principles of liberty and justice, and who have built a nation that stands for the rights of all men. It is a story that we can all be proud of, and that we can all learn from.

REQUEST FOR PROPOSALS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Custodial Services for the Village of Oak Park
Proposal Number: 22-127
Issuance Date: 10/5/22

The Village of Oak Park will receive proposals from qualified custodial contractors to provide custodial services for various Village-owned facilities. Proposals will be accepted at the Public Works Center, 201 South Blvd., Oak Park, IL 60302 Monday through Friday, 7:30 a.m. to 4:00 p.m. local time until 10:00 a.m. on **Tuesday, October 25th, 2022**. Proposals may also be sent via e-mail to fgutierrez@oak-park.us. Proposals will be reviewed and the results of the review will be presented to the Village Manager and the Village of Oak Park Board of Trustees.

There will be a pre-bid meeting at the Public Works Center, located at 201 South Blvd., Oak Park, IL 60302 on Wednesday, October 12th, 2022 at 10:30 a.m. Prospective bidders are encouraged to attend the pre-bid meeting to inspect site conditions and obtain other pertinent information about the scope of work. ***Following this pre-bid meeting, prospective bidders will also be invited to visit the other locations included in the scope of work (Village Hall and Metra Station). These locations are also included as part of this contract.***

Specifications and proposal forms may be obtained by sending a request to Building Maintenance Contract Coordinator, Fred Gutierrez at fgutierrez@oak-park.us or by stopping by the Public Works Center at the address listed above or by calling 708-358-5714.

The Board of Trustees reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept any item of any proposal. Information is available from the Building Maintenance Contract Coordinator at 708-358-5714.

The documents constituting component parts of their agreement, comprised of pages, are the following:

Do not detach any portion of this document. Upon formal award to the successful contractor, a written agreement will be executed in substantially the form attached.

The use of the Village of Oak Park Village Logo on any contractor form, correspondence or proposal documents is strictly prohibited.

Submission of Proposals

The proposal shall be submitted on the proposal form included herewith. The proposal shall be submitted in a sealed envelope and shall bear the return address of the contractor, and shall be addressed as follows:

TO: Alfredo Gutierrez, Building Maintenance Contract Coordinator
Department of Public Works
201 South Blvd., Oak Park, IL 60302

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SECTION I

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Proposals

All proposals must be delivered to the Public Works Center by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals that are received by the Village after the specified hour will not be accepted regardless of the post-marked time on the envelope. Proposals must be signed by an officer of the company who is authorized to enter into agreements on behalf of the company. Proposals shall be sealed in an envelope and marked as stated on the cover page.

Proposal Bond

The contractor shall provide a proposal bond in the amount of ten percent (10%) of the total annual proposal price. The attached form may be used or the contractor may provide cash or a certified check in the amount specified. The proposal bonds, cash or checks will be returned once the selected contractor has entered into an agreement for this work and has provided the contract bond.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the contract and before commencing any work under this contract, furnish a contract bond in the amount of twenty-five thousand dollars (\$25,000). The bond shall remain in effect throughout the term of this contract and shall ensure faithful performance of the work, and the payment for materials, labor and of the subcontractors. The bond shall be with a surety or sureties with a rating of "A" or better by A.M. Best and Company and such sureties shall be approved by the Village. Bonds in the form of certified or cashier's check shall be made payable to the Village of Oak Park, Illinois. The contract bond shall be furnished in the same number of copies as the number of copies of the agreement to be executed. The failure of contract to supply the required contract bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the contract bond does not meet its approval shall constitute a default, and the Village may either award the contract to the next lowest responsible bidder or re-advertise for proposals.

Award of Agreement

The agreement will be awarded in whole or in part to the responsible contractor whose proposal, conforming to the request for proposals, will be most advantageous to the Village; price and other factors considered.

Costs of Preparation

The Village will not be responsible for any expenses incurred in preparing and submitting a proposal or entering into the applicable agreement.

Taxes not Applicable

The Village of Oak Park as an Illinois municipality pays neither Illinois Sales Tax nor Federal Excise Tax (State Tax Exemption Identification Number E9998-1823-06). Contractors should exclude these taxes from their prices.

Withdrawal of Proposals

Any contractor may withdraw its proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals, by signing a request therefore. No contractor may withdraw or cancel its proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals. The successful contractor may not withdraw or cancel its proposal after having been notified that the proposal was accepted by the Village Board of Trustees.

Investigation of Contractors

The Village will make such investigations as are necessary to determine the ability of the contractor to fulfill proposal requirements. If requested, the contractor should be prepared to present evidence to the Village of Oak Park of ability and possession of necessary facilities and financial resources to comply with the terms of the attached specifications and proposals. In addition, the contractor shall furnish the Village with any information the Village may request, and shall be prepared to show completed work of a similar nature to that included in its proposal. The Village reserves the right to visit and inspect the premises and operation of any contractor.

Rejection of Contractor

The Village will reject any proposal from any person, firm or corporation that appears to be in default or arrears on any debt, agreement or the payment of any taxes. The Village will reject any proposal from a contractor that failed to satisfactorily complete work for the Village under any previous agreement.

Conditions

Contractors are advised to become familiar with all conditions, instructions and specifications governing the work. Contractors shall be presumed to have investigated the work site, conditions and scope of the work before submitting a proposal.

Compliance with Applicable Laws

The contractor will strictly comply with all ordinances of the Village of Oak Park and Village Code and laws of the State of Illinois.

Governing Law

All agreements entered into by the Village of Oak Park are governed by the laws of the State of Illinois without regard to conflicts of law. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

Subletting of Agreement

No agreement awarded by the Village of Oak Park shall be assigned or any part sub-agreement without the written consent of the Village of Oak Park or as noted in the contractor's proposal. In no case shall such consent relieve the contractor from its obligations or change the terms of the agreement.

Interpretation of Agreement Documents

Any contractor with a question about this proposal may request an interpretation thereof from the Village. If the Village changes the proposal, either by clarifying it or by changing the specifications, the Village will issue a written addendum, and will mail a copy of the addendum to all prospective contractors. The Village will not assume responsibility for receipt of such addendum. In all cases, it will be the contractor's responsibility to obtain all addenda issued. Contractors will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

Minority Business and Women Business Enterprise Requirements

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages the efforts of contractors and subcontractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

Licenses

The contractor shall be responsible for becoming a licensed contractor in the Village.

Agreement

The selected contractor shall enter into a three-year Independent Contractor Agreement with the Village to complete the work in a form substantially similar to the agreement attached hereto. The agreement shall be executed by the contractor and returned, together with the contract bond within ten (10) calendar days after the agreement has been mailed to the contractor. The contractor shall execute three copies of the agreement. One fully executed copy will be returned to the contractor.

Contract Term and Renewal

The initial contract period shall be thirty-six (36) months and shall take effect 1/1/2023. Village shall have the right to renew the contract for two (2) additional one (1) year terms with all terms and conditions, other than price, remaining the same. The Village will allow the contractor to increase or decrease the contract price for each annual renewal.

Upon written request from the contractor, on or before October 20 of each year of the Agreement, the cost of the services provided under the Agreement may be adjusted as follows:

The contractor shall submit a request for adjustment to the Village based upon the average of the published monthly Index (as defined below) for the period October through September for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Chicago Statistics, Revised Consumer Price Index for all Urban Wage Earners for Chicago-Naperville-Elgin, IL-IN-WI (all items, 1982-84 = 100).

Notwithstanding anything contained in this Request for Proposals to the contrary, an annual adjustment shall not be greater than five percent (5.0%) of the previous year's cost for services provided under this Agreement in any year.

Any applicable adjustment shall take effect on January 1st.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Building Maintenance Contract Coordinator, the Building Maintenance Superintendent, the Public Works Director or the Village Manager. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent grants an extension.

Fees and Cost

In the event any action is brought to enforce any agreement entered into by the Village of Oak Park, or to collect any unpaid amount from the Village of Oak Park, each party bears the responsibility of paying its own attorneys' fees and costs.

Dispute Resolution

The Village of Oak Park does not agree to the mandatory arbitration of any dispute.

Hold Harmless

See attached form Agreement.

Insurance

See attached form Agreement.

Termination of Agreement

See attached form Agreement.

SECTION II DETAILED SPECIFICATIONS

Scope of Work

These detailed specifications are for the work required to perform custodial services at the specified Village-owned facilities.

The selected contractor shall furnish all labor, supervision, supplies, tools, equipment, vehicles and other means necessary or proper for performing and completing the work.

The agreement and work shall be carried out in conformance with the laws and regulations of the Village of Oak Park and these specifications. All work will be performed according to the standards set forth in the applicable building codes and standards, including mechanical, fire, plumbing, electric, accessibility, or any other applicable codes in force in the Village of Oak Park and State of Illinois.

A. Locations: The following is a list of buildings/facilities included in the Scope of Work:

<u><i>Building:</i></u>	<u><i>Address:</i></u>
Village of Oak Park Village Hall	123 Madison
Oak Park Police Department (lower level Village Hall)	123 Madison
Public Works Center (PWC)	201 South Blvd.
Metra Station	1119 North Blvd.
Police Sub-station	618 Austin
Police Sub-station	6311 North Ave.
Central Pump Station	102 N. Lombard

B. Supplies and Equipment

1. Supplies

All cleaning supplies are furnished by contractor (see attached detailed specifications). The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

2. Cleaning Tools, Equipment, and Signage

All tools and equipment are furnished by contractor.

3. Plastic Bags / Trash Can Liners
Supplied by contractor.
4. Paper Towels, Toilet Paper and Hand Soap
Supplied by the Village.

C. Work Schedule

Note: All schedules are subject to change per the approval of the Building Maintenance Contract Coordinator or the Building Maintenance Superintendent.

1. Village Hall: consists of approximately 31,655 square feet on the main and upper levels (including Council Chambers), and 17,350 square feet in the lower level (Police Dept).

Work Schedule for Village Hall and PD			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
Lower Level (PD)	Police	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Sunday
Main and Upper Level	Various	Between 12:00 A.M. (midnight) and 8:00 A.M.	Monday-Friday

Custodial staff shall come and go as a group through main south entrance and sign in and out at the Police Dept. front desk on the lower level.

TYPE OF SPACES AND SURFACES TO BE CLEANED IN VILLAGE HALL and POLICE DEPT: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains and stairs.

FOR POLICE DEPT: detention cells (toilets), locker rooms, restrooms and the above shall be included.

2. Public Works Center:
 - Basement level: men's locker room with restrooms and showers (2); women's locker room with restrooms and showers (2); five (5) workshop areas with offices
 - First floor level: Fleet Service Area with lunch / break room; men's and women's locker rooms with restrooms; two (2) office areas; conference room; unisex restroom with entrance located outside (total of three restrooms on first floor level); and refrigerator in Fleet lunch room.
 - Second floor level: Administration and Engineering: thirteen (13) offices; seventeen (17) cubicle-type workstations; lunch room and refrigerator in lunch room.; two (2) conference rooms; two (2) restrooms (men's and women's);

Work Schedule for Public Works			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
201 South Blvd.	Fleet Service (first level)	6:30 A.M. to 4:00 P.M.	Monday-Friday
201 South Blvd.	Public Works	Between 6:00 P.M. and 6:00 A.M.	Monday-Friday

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, common areas, conference rooms, windows & glass surfaces, rest rooms, floors, elevators, drinking fountains, stairs and Fleet Shop

The Public Works Center cleaning tasks are to be completed by the night cleaning crew. **The Fleet Department is to be cleaned by the Day Porter between the hours of 6:30 A.M. and 4:00 P.M. only. Access to the Fleet shop is strictly prohibited before and/or after regular business hours (6:30 a.m. to 4:00 p.m.).**

TYPE OF SPACES AND SURFACES TO BE CLEANED: common areas, interior windows & glass surfaces, rest rooms, floors, elevator, drinking fountains and stairs

3. Metra Station: consists of approximately 13,650 square feet, including a warming station and two restrooms (with a potential for a 3rd restroom as an alternate)

Work Schedule for Metra			
<i>Location/Size</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
1119 North Boulevard	Metra	Must start at 6:00 A.M. Hours between 6:00 A.M.- 10:00 A.M.	Monday-Friday

Square footages listed in this RFP are overall totals and are subject to change throughout the life of the contract. The totals listed may or may not be included in the total area to be cleaned by the cleaning contractor.

TYPE OF SPACES AND SURFACES TO BE CLEANED: offices, stairs, ramps, common areas (mostly concrete floors), interior and exterior windows & glass surfaces, rest rooms.

4. Police sub-stations: small office area with one small restroom

Work Schedule			
<i>Location</i>	<i>Department</i>	<i>Time</i>	<i>Daily Schedule</i>
6311 North Ave.	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays
613 Austin	Police	Between 6:00 A.M.-10:00 A.M.	Mondays and Thursdays

5. Central Water Pumping Station: one small employee restroom serviced once per week.

D. Term of Service and Firm Price

CONTRACT LIFE

The contract life shall be for a thirty-six (36) month period. The Village may exercise a renewal option for the fourth (4th) and fifth (5th) years of the contract by giving written notice to the contractor. Renewals must be approved by the Village of Oak Park Board of Trustees.

RATE REDUCTION

If any price reductions are announced during the contract period, the Village shall receive the benefit of such reductions. This request shall also be in the form of a written notification and shall become effective thirty (30) days from the date the notice was received by the Village.

E. Appropriation

Any continuation of custodial cleaning is contingent upon any appropriation being approved by the Village Board of Trustees of the Village of Oak Park for funding of cleaning services. The Village reserves the right to cancel the contract in the event that funds are not appropriated for the service.

F. Identification

All cleaning staff will wear company identification badges. Identification will be strictly enforced.

G. Supervision

At least one English-speaking supervisor will be present during all shifts when employees of the contractor selected are working at any Village location. A supervisor will be available upon request to perform spot checks with a representative of the Building Maintenance Department.

H. Experience

Five (5) years of continuous operation in the professional cleaning business is required.

I. References

A list of at least four (4) government accounts past or present, with addresses, telephone numbers, and the names of contact persons must accompany the proposal forms submitted.

J. Discounts

The Village reserves the privilege to discount monthly invoice for work not performed under the contract. A discount will be demanded only after written notice is given to the contractor selected outlining a specific complaint and describing how the contract is not being fulfilled. On the first occurrence of a complaint, one-week (six working days) grace period will follow the mailing of the letter. During the grace period, the contractor selected will have an opportunity to evaluate performance and take corrective measures. After the grace period, if improvement is not evident to the Director, a discount will be levied against the monthly invoice. Upon the second occurrence of the same complaint, only four (4)

working days will be given as a grace period. Subsequent complaints for service not delivered will cause an automatic discount. The discount is not to be considered as a penalty, but rather as a reflection of the time and material necessary for the Village to have in-house staff performance services in lieu of those contracted for but not received. Application of the discount will not affect the Village's right to terminate the contract.

K. Termination of Contract

The Village reserves the right to terminate the contract at any time and shall give the contractor selected thirty (30) days written notice without regard to cause.

L. Billing Requirements

Monthly invoices must be sent to the Building Maintenance Contract Coordinator at the Public Works Center located at 201 South Blvd., Oak Park, IL 60302. **Invoices must be broken down by amount per Village location serviced.**

M. Security

The contractor selected shall keep all exterior doors locked during the performance of work and assure that all exterior doors are locked at the end of shifts. Offices with security systems shall have the systems activated immediately after work is completed in that area. *Failure to activate alarm systems or lock doors may result in the contractor selected being assessed a fine for the replacement of any missing materials.* The cost shall be withheld from payment(s).

N. Key Deposit

The contractor selected shall be responsible for any lost keys, card keys, and any inherent damages (i.e. re-keying of whole facility). The cost shall be withheld from payment(s). The decision to re-key the facility is solely at the discretion of the Director.

O. Holidays (The following schedule applies to Village Hall other than the Police Department and Public Works Center only)

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
June-teenth Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

P. Mandatory Qualifications for Contractor's Personnel

Cleaning crew shall include at least one (1) supervisor during night shifts.

1. No more than 50% of the cleaning crew may be trainees at any one time.
2. Supervisor must be fluent in the English language and capable of reading and writing English.
3. Day porter should be capable of reading and writing English.
4. Custodians shall be employees of the contractor selected. Day laborers are not acceptable.

5. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper housekeeping techniques. Specific training required must include HIV/AIDS contamination cleanup, as well as clean- up of any other blood borne pathogens and appropriate hazmat/biohazard disposal according to OSHA standards (*see below*).
6. The contractor selected shall provide sufficient documentation to demonstrate adequate training has been provided upon commencement of the contract. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract.
7. The contractor selected shall provide the Village with a current list of all employees who will perform work at the Village locations upon commencement of the contract. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property and deduct the cost of a full eight (8) hours of labor from the monthly invoice. Repeated use of employees not on the current list may be grounds for termination of the contract.
8. A background check **MUST** be completed and received by the Village before for any individual assigned to work on Village property. It is recommended that the contractor selected keep on file with the Village a list of persons who may work at Village properties so that replacements can be made quickly. The contractor selected **MUST** remove any employee who is convicted of a felony crime during his/her employment. After initial background checks have been made, they must be done annually for any person working at the Village sites after one year. Failure to obtain background checks annually as specified can result in termination of the contract.
9. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for **ANY** reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this contract. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the contract.

Q. OSHA Requirements and Use of Environmentally-Friendly (“Green”) Products:

1. Material Safety Data Sheets – contractor selected shall furnish the Village of Oak Park copies of Material Safety Data Sheets (MSDS), for all products used, prior to beginning service on any facility. Contractor selected must update copies of the MSDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s MSDS must be provided to the Director prior to the product being used in any facility. (The Material Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g).
2. Labeling of Hazardous Materials – contractor selected shall comply with OSHA regulation 1919.1200, paragraph f, concerning labeling of all chemical containers.
3. Caution Signs – contractor selected shall use “caution signs” as required by OSHA Regulation 1910.44 and 1910.145 at no cost to the Village. Caution signs shall be on-site upon commencement of contract.
4. OSHA Guidelines of Blood Pathogens – contractor selected shall comply with the OSHA Standard 29CFR1910.1030 Blood Borne Pathogens as it pertains to the

training, safety and equipment needed for all employees engaged in custodial service. Contractor selected shall be responsible for compliance on date of contract acceptance and shall provide proof to the Building Maintenance Contract Coordinator.

5. The Village of Oak Park supports the use of environmentally-friendly ("green") cleaning supplies and chemicals. As part of this cleaning contract, the Village is requesting that the successful contractor use at least 50% green cleaning products. The contractor shall submit a list of cleaners, materials, chemicals, etc. to the Building Maintenance Contract Coordinator or his/her designee, as well as documentation verifying the products are "green". Verification may include MSDS sheets, catalogue cuts or product manufacturer spec sheets. The Village shall have the sole discretion to accept or decline the use of any green products intended to be used by the cleaning contractor if the Village feels the information received regarding the status of the green product is erroneous, misleading or inaccurate.

Due to the nature of custodial work, proof of compliance with OSHA regulation 1920.1200, Hazard Communication, shall be provided to the Building Maintenance Contract Coordinator upon commencement of this contract.

Failure of the contractor selected or his/her employees to comply with all applicable laws, regulations and rules shall permit the Village to immediately terminate this contract without liability.

R. Meetings

1. Meetings between the contractor selected and a Village designee will be held each month in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or an alternate location determined by the Building Maintenance Contract Coordinator). The purpose of these meetings is to discuss any problems and to ensure ongoing compliance with the contract. Any discrepancies shall be noted and discussed during these meetings.
2. The contractor selected shall provide a Quality Control Form which allows the contractor and/or Village to document that required work was completed, or any discrepancies noted. **(Copies of these forms shall accompany this proposal packet)**. Copies of the forms should also be made available at the monthly meetings and be open for discussion.
3. The Building Maintenance Contract Coordinator or his/her designee shall be responsible for filling out the required documentation for any discrepancies as applicable.

S. Standard Daily Procedure – Except When Noted Otherwise

Cleaning of offices, workstations, conference rooms and lunch / break rooms

1. Dust all work level surfaces (tables, desks and countertops, window sills, etc.).
2. High / low dusting: chair rungs, bases, window / door frames, etc.
3. Dust bookshelves and wash appliances (microwaves, refrigerators, etc.).

4. Thoroughly vacuum carpet and damp mop non-carpeted surfaces. *This includes edging under and behind desk furniture and cabinets which can be reached without moving object. All mop heads shall be sanitized weekly and replaced monthly. DO NOT use kitchen/lunch room mops in bathrooms and DO NOT use bathroom mops in kitchen/lunch rooms. DO NOT use the same mop bucket water for kitchens/lunch rooms and bathrooms.*
5. Spot clean walls, partitions, drawers and file cabinets.
6. Empty and clean all trash, waste, and recycling containers, and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers, **including covers/lids**, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
7. Inspect area; secure doors and lights (doors found locked shall be re-locked).
8. Wash or wipe down partition tops once per week.
9. Spray and wipe clean all windows within reach once per week.
10. Once per month, discard old food items from refrigerators and clean entire interior of refrigerators (all shelves, door compartments, side walls, drawers, etc).
11. Daily: sweep and wet mop all stairs.

Cleaning of rest rooms and locker rooms

1. Announce arrival.
2. Clean with sanitary spray and polish to a shine all dispensers, mirrors, sinks and faucets. Wipe clean and polish all splash areas.
3. Spray drains gooseneck, and wipe clean; polish all under-counter chrome.
4. Hand scrub toilet, fixtures, and urinal interiors with a liquid abrasive and flush afterwards. **(DO NOT USE ACID BASED CLEANERS)**
5. Sweep floor, clean around wall, under toilets and urinals. Wet mop entire floor surface, using CLEAN CLEAR WATER WITH THE REQUIRED PERCENTAGE OF FLOOR SOAP WHICH CONTAINS A GERMICIDAL INGREDIENT. **Mops used in restrooms should not be used in any other areas.** Use "wet floor" signs. Painted wall surfaces, stalls, lockers, ceramic tile, and urinal partitions will be washed as needed, and ceramic tile will be cleaned with grout cleaner and resealed in January, April, July, and October. Contractor selected must supply a schedule for the quarterly cleaning referenced above and inform the Village when this is performed.
6. Dust all partition and locker tops, lights and ceiling vents.

7. Empty and clean all trash and waste containers and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash and waste containers, **including covers/lids**, will be wiped down on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
8. Walls, stalls, lockers and urinal partitions shall have a clean appearance free from water streaks, stains, soil, markings, or other unsightly omissions and free from dust on top edges.
9. Fill paper towel and toilet seat liner dispensers and add toilet paper to holders. Leave one extra roll of toilet paper in each stall. Fill all soap and feminine hygiene product dispensers.
10. Inspect work and turn off lights.

Cleaning of all elevators

1. Tag elevator out of service. Remove marks from, and clean all interior and adjacent exterior walls. Clean knobs and control box, vents, ceiling and ceiling lights. Polish all metal surfaces.
2. Without damaging surface, scrape any gum or sticky items from the floor or walls.
3. Wash exterior of outside doors and interior of car door with a detergent solution or stainless steel cleaner as required. Polish doors and metal surfaces with a dry cloth removing all marks.
4. Vacuum tracks of doors and grooves.
5. Wet mop with all-purpose floor cleaner (*using floor warning signs*).
6. Return elevator to service.

Cleaning of drinking fountains

1. Using a proper brush, clean the drain holes in the center of the fountain bowl.
2. Use a brass/stainless steel surface cleaner to remove stains and polish brass/stainless steel.
3. Wipe all surfaces carefully with a clean cloth and sanitary solution to remove all stains and a polish cleaner for the metal, then wipe with a clean dry cloth or paper towel.
4. Remove any splashes or cleaning solution spilled on wall or floor.
5. Wipe clean and sanitize all bottled water dispensers and overflow devices.

Cleaning of common areas

1. Sweep and damp mop (*using clean clear water with a clean mop and an all-purpose floor soap and floor warning signs*) the stairs and landings and immediate walkways approaching lobby or public areas. *Include hallway stairs next to elevators if applicable.
2. Vacuum the area rugs and mats and damp mop flooring underneath.
3. Clean windows and door panels at the entrances (inside and out). Polish all metal surfaces.
4. Every evening, empty and clean all trash, waste, and recycling containers and replace soiled can liners with new liners and deposit contents in designated dumpsters. Contractor selected will provide and utilize plastic liners. All trash, waste, and recycling containers will be wiped down, ***including covers/lids***, on the outside and inside once per week. (Do not remove items from floors, chairs, boxes, etc.)
5. Remove any cobwebs and spot clean walls.
6. Damp dust windowsills, vents, and wall hangings.
7. Wipe clean using clean cloth or sponge (*with all-purpose cleaner*) the wall directory and other information boards, signs, or wall hangings (including vending machines, doors, and handrails).
8. Damp dust (*with a clean towel or sponge*) all furniture, tables, racks, flower stands, doors, plaques and other items.
9. Vacuum all areas (carpeted and upholstered furniture).
10. Wet mop floors (*using clean, clear water with required percentage of floor soap and floor warning signs*).
11. Replace furniture to original configuration.
12. Dust all high / low surfaces (*window / door frames, exposed beams and exposed ductwork*)
13. Spray and wipe dry all windows within reach.

Cleaning of windows and glass surfaces

1. Spray and wipe dry all windows within reach once per week. The entrance doors and adjacent windows to all buildings are to be cleaned nightly. If weather does not permit, it will be accomplished the following day.
2. Every two weeks, wash inside and outside, the Village Hall courtyard windows, north and

south entrance canopies, north and south entrance doors and adjacent windows. If weather does not permit, it will be accomplished the following day.

3. All windows in Village Hall shall be cleaned inside and outside in April & October.

Cleaning of floors

1. Composite Floor Tile / Linoleum

Floors are to be kept in a waxed and sealed condition such that floors can be swept / dust mopped and damp mopped (with clean, clear water) nightly with mild detergent using a clean mop. Floors are to be spray-buffed at least three (3) times per week. Floors are to be stripped and re-coated bi-annually with no slip floor wax in April and October. Wet floor warning signs must be used by contractor's employees.

2. Carpeting / Fabric-covered furniture

All carpeting will be vacuumed nightly. Throughout year, contractor selected will utilize measures to spot clean carpeting and furniture on a daily basis preventing any stains from appearing on carpeting or furniture.

Complete steam cleaning of carpeting and furniture will occur in April and October. Complete steam cleaning of high traffic areas (Council Chambers and meeting room) will be done in January, April, July, and October. Contractor selected will notify the Building Maintenance Supervisor one week in advance of date of bi-annual complete steam cleaning to enable Village staff to remove items from floor (*as needed*). Quarterly steam cleaning will take place on a Saturday to allow adequate drying time over the weekend.

3. Concrete

Concrete surfaces in occupied areas within the building will be swept / vacuumed and damp mopped nightly using clean, clear water with required percentage of floor soap and floor warning signs. All concrete surfaces will be stripped, cleaned and resealed with a quality concrete sealer annually in April. All stains to be removed as required. Concrete in cells and cell areas will be stripped and resealed every April and October, and pressure washed on a quarterly basis.

4. Quarry Tile

Floors will be swept and damp mopped (with clean, clear water) nightly with mild detergent. Floor warning signs must be used. Quarry tile will be stripped and resealed twice each year in the spring during the month of April and in the fall during the month of October.

Cleaning of Stairs and Ramps

Follow instructions under Section III. S. Cleaning of Common Areas.

Miscellaneous Clean Up Duties

1. Pick up swept dirt.

2. Empty mop bucket and rinse out mop.
3. Clear all sink drains of debris. ***Clogged sink drains as a result of mop bucket debris shall be the responsibility of the contractor to repair.***
4. Restore all cleaning materials to original storage area.
5. Turn-off all lights turned on by the cleaning crew.
6. Clean-up garbage storage area outside Police sally port garage (provide neat appearance as possible).
7. Dumpster sites shall be kept clean and orderly.
8. Keep storage areas and custodian closets clean, safe and organized.

T. The contractor selected shall perform all tasks listed in Section II. S. within sixty (60) days of award of the contract. Once all of the cleaning duties listed in Section II. S. are performed by contractor upon being awarded the contract, contractor shall follow the schedules for each cleaning duty as specified in Section II. S.

U. Duties and Requirements Specific to the Day Porter Position

The day porter shall knock and announce his or her presence in the restroom or locker room of the opposite sex. If anyone is in the restroom or locker room, the porter shall wait until it is empty before entering. Upon entering a restroom or locker room of the opposite sex, the porter shall place a sign or otherwise indicate his or her presence at the entrance.

Daily responsibilities including but not limited to the following: Porter must be available from 8:00 A.M. to 5:00 P.M.

At Village Hall, the Day Porter will, as directed:

1. Dust lamps
2. Dust windowsills, window and door frames and furniture Dust blinds and all other flat surfaces
3. Clean all office windows (once a week)
4. Empty trash baskets and replace plastic liners
5. Sweep under desks and edges of floor
6. Wipe desks, cabinet tops and bookshelves
7. Damp mop floors (*using clean mop and clean, clear water with required percentage of floor cleaner*)
8. Wipe down doors and door frames (*using clean towel or sponge*)
9. Vacuum carpets
10. All other responsibilities as assigned by Building Maintenance staff (Check-in and out w/

Building Maintenance staff)

11. Clean areas and offices that are not accessible at night. These include:

Detention Cells in Police Department (Village Hall, lower level):

1. Check in and out with Watch Commander.
2. Begin cleaning at 8:00 A.M. Cleaning needs to be completed by 10:00 A.M.
3. Sanitize and disinfect all detention areas (except walls) using the following products:
 - ✓ Bleach -regular with 20% mixed to 80% water (Note--rotate use of bleach and germicidal cleaner)
 - ✓ Vinegar
 - ✓ Stainless steel polish and cleaner
 - ✓ Germicidal cleaner
 - ✓ Non-abrasive cleaner
 - ✓ All-purpose cleaner
 - ✓ Non-acid bowl cleaner

*** Note: From time to time, the detention cells in the Police Department may require cleaning during hours when no cleaning crews are on-site. Contractors must provide a twenty-four (24) hour emergency call-back number where a live supervisor or cleaning staff person can be reached. Cleaning staff must respond within two (2) hours of the time the call was received. Additional hourly rate for emergency call-backs must be provided in Section IV Proposal Form of this RFP, along with the 24-hour call back number. Contractor understands that Police Department detention cells might contain blood, urine, vomit, or other blood borne pathogens that will require removal / cleaning (refer to Section Q. OSHA Requirements for appropriate cleaning procedures).**

Fleet Department

1. Clean offices and lockers rooms per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
2. Clean break room per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms and Section III. S. Cleaning of Floors
3. Clean Parts Department per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms and Section III. S. Cleaning of Floors
4. Empty trash cans and replace with clear, plastic liners.
5. Sweep and mop floor (*using clean, clear water and required percentage of all-purpose floor cleaner. Use wet floor warning signs.*)
6. Clean all washrooms in Fleet Service Area per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
7. Wash down walls around the sink areas.

8. Clean all sinks (*using all- purpose cleaner*).
9. Clean and sanitize all drinking fountains.
10. Mop floor area around sink and drinking fountain areas.

Village Hall

1. Clean IT offices per Section III. S. Cleaning of Offices, Workstations, Conference Rooms, Lockers Rooms
2. Clean floors per Section III. S. Cleaning of Floors.
3. Empty trash.
4. Clean Computer Room as requested with IT personnel present.
5. Clean all rest rooms per Section III. S. Cleaning of Rest Rooms at beginning and end of each shift and twice during shift or as required.
6. Clean Police Records Bureau.

Note: All cobwebs in any Village area that is a part of this contract are to be removed as required.

V. TASKS BY PERIOD FOR ALL LOCATIONS

<i>Daily</i>	<i>Weekly</i>	<i>Monthly</i>	<i>Quarterly</i>	<i>Annually</i>
~Offices ~ Vacuum, dust, empty trash and recycling ~Restrooms ~ Detail daily cleaning ~Lobbies ~ Floors, doors, stairs, elevator floor, door and buttons	High places: door frames; strip and clean certain surfaces (floor, quarry tile, etc.); sanitize mop heads weekly;	Vacuuming of certain corners under surfaces, etc., baseboards molding; clean interior of refrigerators in Village Hall employee lounge and Public Works Center 2 nd floor lunch room and Fleet break room; replace all mop heads; windows and glass surfaces	Shampoo carpeted areas (<i>one section each quarter</i>) i.e. east wing, west wing, north end, south end, etc. Strip and wax all tiled areas at Village Hall and PWC. This includes the main floor area of Village Hall.	Move tables, chairs, desk, file cabinets to clean floors, rafters, high windows, vents, etc.

W. PROCEDURES FOR CUSTODIAL CONTRACTOR'S EMPLOYEES

1. Do not go into cabinets, closets, or storage areas that you have not been authorized to access.

2. Do not remove any paper, boxes, or other items on the floor that are not in wastebaskets.
3. Place a large sign with letters a minimum of 6" tall on both the front and rear windshield of your car if you drive to work. The sign should say "Custodial Staff".
4. If you choose to eat in Village Hall, use the employee lounge only.
5. Do not use office telephones for personal calls.
6. Do not allow the public to enter the building if the building is closed.
7. Check facility carefully. If anything was broken or damaged when you came in, note it on the back of the check-sheet.
8. If you are harassed or witness vandalism or a crime, call the Police and report it immediately.
9. Never leave keys lying around. **If keys are lost or stolen, report the incident within one (1) hour.** Contractor selected will pay for replacement keys and change of locks on doors to high security areas.
10. When you leave the building, check every exterior door and window.
11. Use wet floor warning signs whenever floors are wet at a Village location.
12. Place any and all "found" valuables on desk in the Clerk's Office on the first floor.
13. In case of any emergency: Police/Fire 911

Diagram A - Village Hall Directory, Main Level

Diagram B - Village Hall, Upper Level

Diagram C - Village Hall, Lower Level (Police Department)

Diagrams D.4 through D.6 – Public Works Facility:

D.4 – Basement Level

D.5 – 1st floor – Fleet Department

D.6 – 2nd floor – Administration and Engineering Offices

All diagrams will be distributed at the pre-bid meeting at the Public Works Center at 201 South Blvd., Oak Park, IL. on Wednesday, October 12th, 2022 at 10:30 a.m.

X. APPROXIMATE SQUARE FEET OF CARPETING AND TILES FOR VILLAGE LOCATIONS

VILLAGE HALL

1ST FLOOR QUARRY TILES	4,300 SQUARE FEET
1ST FLOOR CARPETING	14,000 SQUARE FEET
2ND FLOOR CARPETING	8,600 SQUARE FEET
1ST & 2ND FLOOR COMPOSITE TILES	224 SQUARE FEET
1ST FLOOR WASHROOMS CERAMIC TILES	410 SQUARE FEET
COUNCIL CHAMBERS ROOM CARPETING	4,120 SQUARE FEET

Total Square Feet: 31,654

POLICE DEPARTMENT

CARPETING	3,260 SQUARE FEET
COMPOSITE TILES	12,000 SQUARE FEET
CERAMIC TILES	240 SQUARE FEET
CONCRETE FLOOR	1,850 SQUARE FEET

Total Square Feet: 17,350

PUBLIC WORKS CENTER

Level	Room	Area
Basement	Men's Locker Room	1,276 SQUARE FEET
Basement	Women's Locker Room	428 SQUARE FEET
Basement	Workshops (with offices)	6,565 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Break / Lunch Room	224 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Offices (2)	270 SQUARE FEET
Level One - Fleet	Conference Room	108 SQUARE FEET

Service Area (1 st Floor)		
Level One - Fleet Service Area (1 st Floor)	Men's & Women's Locker Rooms	51 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	Restroom (Fleet)	72 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	North Restroom	74 SQUARE FEET
Level One - Fleet Service Area (1 st Floor)	South Restroom	37.5 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Admin. & Engineering Services	780 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	North Offices (11)	1,809 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Engineering Offices (2)	395 SQUARE FEET
Level Two – Admin, & Engineering (2 nd Floor)	Engineering Work Stations (14)	1,960 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Lunch Room	500 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Restrooms (2)	413 SQUARE FEET
Level Two – Administration and Engineering (2 nd Floor)	Conference Rooms (3)	1,031 SQUARE FEET

Total Square Feet: 15,993.5

METRA STATION

CONCRETE FLOOR	13,000 SQUARE FEET
COMPOSITE TILES	650 SQUARE FEET

Total Square Feet: 13,650

Alterations, Omissions and Extra Work

The Village of Oak Park reserves the right to increase or decrease the quantity of any item or portion of the work, or to omit portions of the work as may be deemed necessary.

Job Site Conditions

To the fullest extent possible, the contractor will not allow its work to interfere with the ongoing use of the facility. Contractor will take all necessary actions as directed by the Village in that regard.

Material Storage: The contractor shall be responsible for the storage and safety of his own materials. The Village assumes no liability whatever for any material damaged or stolen on the premises. Any damage to, or loss by theft or vandalism of any material, appurtenance, or appliance, after such has been applied, connected or installed on Village property, shall be the sole responsibility of the contractor until the project is completed and accepted by the Village.

Safety Precautions: The contractor is solely responsible for implementing effective safety precautions on and around the work site to protect workers and other persons who might be affected and shall exercise every precaution at all times for the protection of the property. The contractor shall not leave any combustible materials or other fire hazards overnight or allowed them to accumulate. The contractor shall abide by all applicable laws, standards, and regulations that apply to the completion of the work, including EPA and OSHA safety standards and regulations.

Damage to Property: Contractor shall repair, at no additional cost to the Village, all damage to Village property caused by the contractor resulting from his work. Where repair of existing work is called for, such patching and replacement shall be made to blend with existing work so that the patch or replacement will be inconspicuous after finishing.

Daily Clean-up: The contractor shall keep the premises clean and orderly during the course of the work and all debris shall be removed on a continuous basis.

Method of Payment

The Village of Oak Park will pay monthly all undisputed invoices billed at the rates set forth in the contractor's proposal within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS505/4. The maximum interest rate for any payment not made within 30 days of approval is 1%.

Standard of Care

The contractor shall endeavor to perform the services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

The contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended. Current copies attached as exhibit A.

The contractor shall ensure that the services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the contractor with respect to this Agreement.

Certified Payroll

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

Change Orders

Change Orders: Changes in the Work may be agreed to after execution of the agreement, and without invalidating the agreement, if the change order is in writing and signed. Any changes to the scope of work which result in an increase in the agreement price will be subject to an agreement addendum which must be signed by both parties. Any such change order will be prepared by the Village. The contractor may only proceed with the change upon receipt of the written change order signed by the Village.

Emergency Changes: Contractor may perform work not included in the scope of work if necessary to remedy a condition that poses an immediate threat to persons or property. Work of this nature shall be carried out only to the extent of bringing the condition under control. The Village shall be notified immediately. A change order will then be negotiated and executed for the work performed, and for work remaining, if any.

Minor Changes (Field Orders): The Village may verbally authorize minor changes in the scope of work in order to prevent a delay in the progression of the work. These field orders may not involve a change in the agreement price or be inconsistent with the scope of work.

Changes Due to Unknown Conditions: The contractor is not responsible for changes in the work that are due to conditions that were not reasonably observable or conditions that have changed. In such cases, the contractor shall notify the Village and a change order will be negotiated.

Correction of Work Prior To Final Payment

The Village has the right to stop work if the contractor fails to carry out the work in a manner acceptable to the Village. If the Village deems the contractor's work unacceptable, at the Village's election, the contractor shall do one of the following:

1. Promptly repair or replace the defective work, without expense to the Village, including costs associated with repairing any damage to property caused by the replacement work; or;
2. If the Village deems it unacceptable to have the contractor correct work which has been incorrectly done, a deduction from the agreement price shall be made based on the costs to the Village to have the work repaired. Such a deduction from the agreement price shall in no way affect the Village's other remedies or relieve the contractor from responsibility for defects and related damage occurring as a result of defective or unacceptable work.

Contractor's Representative

The contractor shall have at all times a competent supervisor on the job that shall have full authority to act for the contractor, and to receive and execute orders from the Building Maintenance Contract Coordinator or appointed representative. Any instructions given to such person executing work for the contractor shall be binding on the contractor as though given to him personally. Contractor's representative must be proficient in the use and interpretation of the English language.

Workers

The contractors shall employ competent laborers and shall replace, at the request of the Building Maintenance Contract Coordinator any incompetent, unfaithful, abusive or disorderly workers in their employ. Only workers expert in their respective branches of work shall be employed where special skill is required. Inappropriate behavior or examples of unproductive work effort will not be tolerated. The Village has the right to require a contractor's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Contractor shall only work on weekdays, (Monday through Friday), from 6:30 a.m. to 5:00 p.s., and weekends in the Police Dept. as required or agreed upon by all parties. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Building Maintenance Contract Coordinator.

Dispute Resolution

All disputes, including collection disputes, shall be brought in the Circuit Court of Cook County, Illinois. This agreement shall be interpreted in accordance with the laws of the State of Illinois. In any dispute resolution process, each party shall bear its own costs, including attorney's fees. Any purported agreement between the parties that states terms contrary to this paragraph M will be deemed per se invalid.

Mandatory Qualifications for Contractor's Personnel

Crews shall include at least one (1) supervisor during any given shift.

12. No more than 50% of the crew may be trainees at any one time.
13. Supervisors must be fluent in the English language and capable of reading and writing English.
14. Custodians employed by the contractor selected shall be fully trained and skilled in safe and proper techniques. Specific training required must follow the OSHA standards (see *below*).
15. The contractor selected shall provide sufficient documentation, if requested by the Village, to demonstrate adequate training has been provided upon commencement of the agreement. Contractor selected shall submit statement outlining training program and method of verifying employee competency. Failure to do so may be ample cause for rejection of proposal. The use of technicians who are not adequately trained may be sufficient grounds for termination of the agreement.
16. The contractor selected shall provide the Village with a current list of all employees who will perform work upon commencement of the agreement. Each of these employees shall be adequately trained. If the contractor selected uses employees not on the list, the Village may order that person(s) off the property. Repeated use of employees not on the current list may be grounds for termination of the agreement.
17. The Village reserves the right to require immediate removal of any employee of the contractor selected deemed unfit for service for any reason. This right is non-negotiable and the contractor selected agrees to this condition by accepting this agreement. The contractor selected shall have enough qualified personnel to replace a terminated employee within 24 hours. Failure to do so can result in the termination of the agreement.

GENERAL INFORMATION

Uniforms:

Employees of the contractor shall wear uniforms or clothes that identify them as a Village contractor.

Quality Control:

The contractor's staff shall meet with the Building Maintenance Contract Coordinator or his/her designee once per week in the office of the Building Maintenance Contract Coordinator at the Public Works Center (or alternate location determined by the Building Maintenance Contract Coordinator) during the first six months of the contract period, and as needed after that to discuss deficiencies. Contractor shall provide a plan and timeframe to correct any deficiencies identified.

Employees of the contractor shall submit a report to the Building Maintenance Contract Coordinator at the end of each work day if any problems, malfunctioning equipment or hazards are discovered throughout the work day.

Criminal background checks will be performed on all employees of the contractor prior to contract commencement and on any employee of the contractor that replaces a previous employee during the contract period. A current list of employees along with copies of their driver's licenses shall be kept on-file at the Public Works Center Customer Service office.

COVID-19 Cleaning and Disinfecting Spray Services:

Contractor shall provide a separate cost proposal as an alternate (include pricing on Proposal Price Form) to provide specialized COVID-19 cleaning and disinfectant spraying services. These services shall be provided by custodial contractor staff who are trained in performing this type of service. All equipment associated with this service shall be provided by and maintained by the custodial contractor. Supplies, materials and equipment associated with this service may be stored/kept at the locations being serviced.

Pricing for this service shall be broken out by location and frequency of service (once per week OR 4-day cycle). Spraying services must be done ***after hours*** and not during regular business hours unless specified otherwise.

Description of COVID-19 spraying services shall include, but not be limited to the following:

For Village Hall (including Police Dept.) and Public Works Center (including Fleet Shop during regular hours):

- Spray all offices and adjacent work spaces/cubicles, as well as hallways, restrooms, locker rooms, elevator interiors, elevator lobby, entrance areas/vestibules, stairwells, employee lounges/kitchen areas and lunchrooms with approved Virucide disinfectant spray solution using approved dispensing equipment. Spray solution shall be fast-drying allowing occupants to return to their respective work spaces/offices within thirty (30) minutes.

Metra Station: The Village may be installing a new outdoor public restroom in a parking lot across the street from the Metra Station. Custodial contractor shall be responsible for cleaning this restroom twice daily (one in the morning and once in the afternoon or evening). See <https://portlandloo.com/> for more information.

PROPOSAL FORM (Pricing)

The undersigned proposes to furnish all labor and materials required to perform custodial services all in accordance with the attached specifications and at the prices indicated below.

Location	Cost of Service Per Month	
Village Hall: 123 Madison (including Police Dept.)	\$	
Public Works Center: 201 South Blvd. (including Fleet Shop during regular hours)	\$	
Metra Station: 1119 North Blvd. (including warming station, two restrooms and PD sub-station)	\$	
Alternate Locations		
PD sub-station 618 Austin		
PD sub-station 6311 North Ave.		
Exterior (outdoor) restroom near the Metra Station serviced twice daily (once in the a.m. and once in the p.m.)		
Central Water Pumping Station – one small employee restroom serviced once per week		
Total Monthly Cost (without Alternate Locations):		
Total Monthly Cost (including Alternate Locations):		
Alternate Services (COVID-19 Spraying Service):	Once per week	Four- (4) day cycle (once every four days)
<i>Village Hall (after hours including Police Dept.)</i>	\$	
<i>Public Works Center (after hours, Fleet Shop to be done during regular hours)</i>	\$	

24-Hour Emergency Call-back Number (for Police Department detention cells – see Section U., page 18): (____) _____

Additional Hourly Rate for Emergency Call-backs: \$_____ / hr.

Proposal Signature: _____

State of _____) County of _____)

_____,
(Type Name of Individual Signing)

being first duly sworn on oath deposes and says that the contractor on the above proposal is organized as indicated below and that all statements herein made on behalf of such Contractor and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the agreement specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of contractor authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of contractor shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated: _____/____/2022 _____

Organization Name
(Seal - If Corporation)

By:

Authorized Signature

Address

Telephone

E-mail address:_____

PROPOSAL FORM continued

Subscribed and sworn to before me this _____ day of _____, 2022.

_____ in the State of _____. My
Commission
Notary Public

Expires on ____/____/_____

Complete Applicable Paragraph Below

(a) Corporation

The contractor is a corporation, which operates under the legal name of _____ and is organized and existing under the laws of the State of _____. The full names of its Officers are:

President _____

Secretary _____

Treasurer _____

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

(b) Partnership

Names, Signatures, and Addresses of all Partners

The partnership does business under the legal name of _____, which name is

is registered with the office of _____ in the county of

_____.

(c) Sole Proprietor

The contractor is a Sole Proprietor whose full name is

_____. If the contractor is operating
under a trade name, said trade name is _____,
which name is registered with the office of _____
in the county of _____.

Signed: _____
Sole Proprietor

In compliance with the above, the undersigned offers and agrees, if his/her proposal is accepted within ninety (90) calendar days from date of opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

MUNICIPAL QUALIFICATION REFERENCE SHEET

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

MUNICIPALITY

ADDRESS

CONTACT

PHONE

WORK
PERFORMED

**SECTION III
CONTRACTOR CERTIFICATION**

_____, as part of its proposal on an agreement for custodial Work
(Name of Contractor selected) for the Village of Oak Park, hereby certifies that said contractor selected
is not barred from proposing on the aforementioned agreement as a result of a violation to
either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes or
Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirement".

(Authorized Agent of Contractor selected)

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

**SECTION IV
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn, deposes
and says:

that he/she is _____ of
(partner, officer, owner, etc.)

_____.
(Contractor selected)

The individual or entity making the foregoing proposal or proposal certifies that he/she is not barred from entering into an agreement with the Village of Oak Park because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal or proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

By:

Its:

(name of contractor if the contractor is an individual)

(name of partner if the contractor is a partnership)

(name of officer if the contractor is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public's Signature

- Notary Public Seal -

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the proposal document. Failure to respond truthfully to any question on the list or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of your proposal.

SECTION V
ORGANIZATION OF PROPOSING FIRM

Please fill out the applicable section:

A. Corporation:

The contractor is a corporation, legally named _____ and is organized and existing in good standing under the laws of the State of _____. The full names of its officers are:

President _____

Secretary _____

Treasurer _____

Registered Agent Name and Address: _____

The corporation has a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

B. Sole Proprietor:

The contractor is a Sole Proprietor. If the contractor does business under an assumed name, the

assumed name is _____, which is registered with the Cook County Clerk. The contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

C. Partnership:

The contractor is a partnership which operates under the name _____

The following are the names, addresses and signatures of all partners:

Signature

Signature

(Attach additional sheets if necessary.) If so, check here _____.

If the partnership does business under an assumed name, the assumed name must be registered with the Cook County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, et. seq.

D. Affiliates: The name and address of any affiliated entity of the business, including a description of the affiliation: _____

Signature of Owner

SECTION VI
PROPOSAL BOND

WE _____
as PRINCIPAL, and _____
as SURETY, are held and firmly bound unto the Village of Oak Park, Illinois (hereafter referred to as "VOP") in the penal sum of Ten Percent (10%) of the total annual proposal price, as specified in the invitation for Proposals. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the VOP this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written Proposal to the VOP acting through its awarding authority for the completion of the work designated as the above section.

THEREFORE if the Proposal is accepted and an agreement awarded to the PRINCIPAL by the VOP for the above-designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal agreement, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in specifications then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the VOP determines the PRINCIPAL has failed to enter into a formal agreement in compliance with any requirements set forth in the preceding paragraph, then the VOP acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022.

PRINCIPAL

 (Company Name)

 (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed)

Subscribed to and sworn before me on the

_____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

subscribed to and sworn before me on the

_____ day of _____, 2022.

Notary Public

SECTION VII
CONTRACT BOND



Contract Bond

_____, as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Village of Oak Park (hereafter referred to as "Village") in the penal sum of _____, well and truly to be paid to the Village, for the payment of which its heirs, executors, administrators, successors and assigns, are bound jointly to pay to the Village under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the Principal has entered into a written contract with the Village, acting through its President and Board of Trustees, for the construction of work, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the Principal has promised and agreed to perform the work in accordance with the terms of the contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, including paying not less than the prevailing rate of wages in Cook County, where the work is for the construction of any public work subject to the Prevailing Wage Act, and has further agreed to save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and has further agreed that this bond will inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

NOW THEREFORE, if the Principal shall well and truly perform the work in accordance with the terms of the contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in the contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of performance thereof and until the work shall have been accepted, and shall save and indemnify and keep harmless the Village against all liabilities, judgments, costs and expenses which may in any manner accrue against the Village in consequence of granting such contract or which may in any manner result from the carelessness or neglect of the Principal, his agents, employees or workmen in any respect whatever; and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of the contract, then this obligation will be void; otherwise it will remain in full force and effect.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have caused this instrument to be signed by their respective officers this ____ day of _____, 2022.

NAME OF PRINCIPAL

By: _____
Signature

By: _____
Printed Name

Its: _____
Title

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

Notary Public

NAME OF SURETY

By: _____
Signature of Attorney-in-Fact

Subscribed to and Sworn before me on the
_____ day of _____, 2022.

Notary Public

SECTION VIII
COMPLIANCE AFFIDAVIT

I, _____, (print name) being first duly sworn on oath depose and state:

1. I am the (title) _____ of the proposing company and am authorized to make the statements contained in this affidavit on behalf of the company;
2. I have examined and carefully prepared this Proposal based on the request and have verified the facts contained in the Proposal in detail before submitting it;
3. The proposing company is organized as indicated above on the form entitled "Organization of Proposing Company."
4. I authorize the Village of Oak Park to verify the company's business references and credit at its option;
5. Neither the proposing company nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to Proposal rigging and Proposal rotating, or section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The proposing company has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the proposing company nor its affiliates is barred from agreementing with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the proposing company is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Village of Oak Park to recover all amounts paid to the proposing company under the agreement in civil action.
8. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the proposing company is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. **Also complete the attached EEO Report or Submit an EEO-1.**
9. I certify that the contractor is in compliance with the Drug Free Workplace Act, 41 U.S.C.A, 702

Signature: _____

Name and address of Business: _____

Telephone _____ E-Mail _____

Subscribed to and sworn before me this _____ day of _____, 2022.

Notary Public

- Notary Public Seal -

¹ Affiliates means: (i) any subsidiary or parent of the agreementing business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the agreementing business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the agreementing business entity.

SECTION IX
M/W/DBE STATUS AND EEO REPORT

Failure to respond truthfully to any questions on this form, failure to complete the form or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: _____

2. Check here if your firm is:

- ☐ Minority Business Enterprise (MBE) (A firm that is at least 51% owned, managed and controlled by a Minority.)
- ☐ Women's Business Enterprise (WBE) (A firm that is at least 51% owned, managed and controlled by a Woman.)
- ☐ Owned by a person with a disability (DBE) (A firm that is at least 51% owned by a person with a disability)
- ☐ None of the above

[Submit copies of any W/W/DBE certifications]

3. What is the size of the firm's current stable work force?

_____ Number of full-time employees

_____ Number of part-time employees

4. Similar information will be requested of all sub-contractors working on this agreement. Forms will be furnished to the lowest responsible contractor with the notice of agreement award, and these forms must be completed and submitted to the Village before the execution of the agreement by the Village.

Signature: _____

Date: _____

EEO Report

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Proposal. An incomplete form will disqualify your Proposal. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report

Contractor Name _____

Total Employees _____

Job Category	Total # of Empl.	Total Males	Total Females	Black	Males				Females				Total Minorities
					Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	Hispanic	American Indian	Alaskan Native	Asian & Pacific Islander	
Officials & Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Semi-Skilled													
Laborers													
Service Workers													
Management Trainees													
Apprentices													

This completed and notarized report must accompany your Proposal. It should be attached to your Affidavit of Compliance. Failure to include it with your Proposal will be disqualify you from consideration.

_____, being first duly sworn, deposes and says that he/she is
the _____

(Name of Person Making Affidavit)

(Title or Officer)

of _____ and that the above EEO Report information is true and accurate and is submitted
with the intent that it

be relied upon. Subscribed and sworn to before me this _____ day of _____, 2022.

(Signature)

(Date

SECTION X
NO PROPOSAL EXPLANATION

If your company does not wish to proposal on the attached specifications, the Village of Oak Park would be interested in any explanation or comment you may have as to what prevented your firm from submitting a proposal.

Thank you.

Proposal Name: Project No. 22-127

Village of Oak Park Custodial Services

Comments:

Signed: _____

Phone: _____



SAMPLE ONLY – DO NOT SIGN

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (“Contract”) is entered into on this _____ day of _____, 2022, by and between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter the “Village”), and _____, a _____ (hereafter the “Contractor”).

WHEREAS, Contractor submitted a Proposal dated _____, _____, a copy of which is attached hereto and incorporated herein by reference, to provide _____ (hereinafter referred to as the “Work”) for the _____ (hereinafter referred to as the “Project”) pursuant to the Village’s Request for Proposals dated _____, _____, incorporated herein by reference as though fully set forth; and

WHEREAS, the Contractor represented in said Proposal that it has the necessary personnel, experience, and competence to promptly complete the Project and the Work required hereunder (hereinafter referred to as the “Work”); and

WHEREAS, Contractor shall perform the Work pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Contract, and other good and valuable consideration received and to be received, it is mutually agreed by and between the parties as follows:

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth.

2. SCOPE OF WORK

Contractor shall perform the Work for the Project in accordance with its Proposal for a price not to exceed \$_____ (“Contract Price”). Contractor shall complete the Work in accordance with any applicable manufacturers’ warranties and in accordance with its Proposal, the Village’s Request for Proposals, and this Contract, all of which, together shall constitute the “Contract Documents.” The Contractor acknowledges that it has inspected the site(s) where the Work is to be performed and that it is fully familiar with all of the conditions at the site(s), and further that its Proposal has adequately taken into consideration all of the conditions at the sites. The Contractor hereby represents and warrants that it has the skill and experience necessary to complete the Work in a good and workmanlike manner in accordance with the Contract Documents, and that the Work shall be free from defects. Contractor shall achieve completion of all work required pursuant to the Contract

Documents by _____, _____ (“Contract Time”). The Contract Time is of the essence. In the event the Contractor fails to complete the Work on or before said date, the Village shall be entitled to liquidated damages in the amount of \$500.00 per day for each day the Work remains uncompleted beyond the completion date set forth above. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the Work is not completed on time. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the site(s).

3. DESIGNATED REPRESENTATIVES

Contractor shall designate in writing a person to act as its designated representative with respect to the Work to be performed under this Contract who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of Contractor and with the effect of binding Contractor. The Village is entitled to rely on the full power and authority of the person executing this Contract on behalf of Contractor as having been properly and legally given by Contractor. Contractor shall have the right to change its designated representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

The Village’s Building Maintenance Contract Coordinator shall be deemed the Village’s authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Contract. Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing Contractor with written notice of such change which notice shall be sent in accordance with Section 12 of this Agreement.

4. TERM OF CONTRACT

Contractor shall perform the Work pursuant to this Contract beginning on the effective date as defined herein for a three-year (3) period and ending on the date that the Work is completed as determined by the Village. The Contractor shall invoice the Village for the Work provided pursuant to this Contract at the rates set forth in its Proposal. The term of this Contract may be extended in writing for additional periods of time pursuant to the consent of the parties.

5. PAYMENT SCHEDULE

Contractor shall, as a condition precedent to its right to receive any payment, submit to the Village an application for payment and such receipts, vouchers, and other documents as may be necessary to establish the Contractor's payment for all labor and material and the absence of any interest whether in the nature of a lien or otherwise of any party in any property, work, or fund with respect to the Work performed hereunder. Such documents shall include, where relevant, the following forms, copies of which are attached hereto:

- (i) Contractor's sworn statement;
- (ii) Contractor's partial or final waiver of lien;
- (iii) Subcontractor's sworn statement(s); and
- (iv) Subcontractor's partial or final waiver of lien.

Payment by the Village shall be conditioned upon an inspection by the Village of the Work completed and submission of required waivers by the Contractor. Payment by the Village shall in no way constitute a waiver of, or relieve the Contractor from, any defects in the work. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.* Final payment for any Work performed by the Contractor pursuant to an invoice by Contractor shall be made by the Village to the Contractor when Contractor has fully performed the work and the work has been approved by the Village and submission of required waivers and paperwork by Contractor. Approval of the work and issuance of the final payment by the Village shall not constitute a waiver of, or release Contractor from, any defects in the work.

The Village shall have the right to withhold from any payment due hereunder such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to Work which is defective or does not conform to the Contract Documents; damage for which Contractor is liable hereunder; liens or claims of liens; claims of third parties, subcontractors, or material men; or any failure of the Contractor to perform any of its obligations under this Contract. The Village may apply any money withheld or due Contractor hereunder to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, and attorney's fees incurred, suffered, or sustained by the Village and chargeable to Contractor.

6. TERMINATION

The Village may terminate this Contract for cause, which includes but is not necessarily limited to, the Contractor's failure to perform the work pursuant to this Contract. The Village shall provide the Contractor with five (5) days' written notice of a termination for cause pursuant to the provisions of Section 12 below. The Village may also terminate this Contract when it determines the same to be in its best interests by giving fourteen (14) days' written notice to Contractor pursuant to the provisions of Section 12 below. In such event, the Village shall pay to Contractor all amounts due for the work performed up to the date of termination.

7. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall comply with all applicable laws, regulations, and rules promulgated by any federal, state, county, municipal and/or other governmental unit or regulatory body now in effect during the performance of the work. By way of example only and not as a limitation, the following are included within the scope of the laws, regulations and rules with which the Contractor must comply: all forms of workers' compensation Laws, all terms of the equal employment opportunity rules and regulations of the Illinois Department of Human Rights, statutes relating to contracts let by units of government, and all applicable civil rights and anti-discrimination laws and regulations.

8. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall waive any right of contribution against the Village and shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Contractor's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright-protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which the Village would otherwise have. Contractor shall similarly protect, indemnify and hold and save harmless, the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees incurred by reason of the Contractor's breach of any of its obligations under, or Contractor's default of, any provisions of this Contract. The indemnification obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.

9. INSURANCE

Contractor shall at Contractor's expense secure and maintain in effect throughout the duration of this Contract, insurance of the following kinds and limits set forth in this Section. Contractor shall furnish "Certificates of Insurance" to the Village before beginning work on the Project pursuant to this Contract. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois

and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen thirty (30) days written notice to the certificate holder named to the left."

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(A) **Commercial General Liability:**

i. Coverage to include Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate \$ 2,000,000.00

Each Occurrence \$ 1,000,000.00

Personal Injury \$

1,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises and anyone directly or indirectly employed by the Contractor.

(B) **Workers' Compensation:**

i. Workers' compensation insurance shall be provided in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all employees who perform the Work pursuant to this Contract, and if work is subcontracted pursuant to the provisions of this Contract, Contractor shall require each subcontractor similarly to provide workers' compensation insurance. In case employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Act, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

(C) **Comprehensive Automobile Liability:**

i. Comprehensive Automobile Liability coverage shall include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

ii. Limits:

Combined Single Limit

\$1,000,000.00

(D) **Umbrella:**

i. **Limits:**

Each Occurrence/Aggregate

\$5,000,000.00

(E) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on all insurance policies set forth herein except Workers' Compensation. The Contractor shall be responsible for the payment of any deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officers, officials, employees, agents, and volunteers.

(F) Contractor understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided.

10. GUARANTY

Contractor warrants and guarantees that its Work provided for the Project to be performed under this Contract, and all workmanship, materials, equipment, and supplies performed, furnished, used, or installed under this Contract, performed, furnished, used, or installed under this Contract, shall be free from defects and flaws in workmanship or design; shall strictly conform to the requirements of this Contract; and shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, this Contract. Contractor further warrants and guarantees that the strength of all parts of all manufactured materials, equipment, and supplies shall be adequate and as specified and that the performance requirements of this Contract shall be fulfilled.

Contractor shall, at no expense to the Village, correct any failure to fulfill the above guaranty that may appear at any time. In any event, the guaranty herein expressed shall not be sole and exclusive, and is additional to any other guaranty or warranty expressed or implied.

11. AFFIDAVIT OR CERTIFICATE

Contractor shall furnish any affidavit or certificate in connection with the work covered by this Contract as required by law.

12. NOTICES

Any notice required to be given by this Contract shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by email or facsimile transmission to the persons and addresses indicated below or to

such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this Section:

To the Village:

Public Works Director
Village of Oak Park
201 South Boulevard
Oak Park, Illinois 60302-4272
708-358-5700
Email: jwielebnicki@oak-park.us
Fax: 708-358-5711

To Contractor:

Email: _____
Fax: _____

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

13. AUTHORITY TO EXECUTE

The individuals executing this Contract on behalf of Contractor and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Contract.

14. EFFECTIVE DATE

The effective date of this Contract as reflected above and below shall be the date that the Village Manager executes this Contract on behalf of the Village.

15. ENTIRE CONTRACT; APPROVAL OF SUBCONTRACTORS

This Contract, including the documents incorporated by reference herein, sets forth the entire Contract between the parties with respect to the accomplishment of the Work. No right or interest in this Contract shall be assigned, in whole or in part, by either party without the prior written consent of the other party. The Village reserves the right to approve the use of subcontractors to complete any portion of the Work and to approve any applicable contract between the Contractor and a proposed subcontractor to perform any of the Work. This Contract shall be binding upon the parties and upon their respective heirs, executors, administrators, personal representatives, successors, and assigns, except as herein provided.

16. INDEPENDENT CONTRACTOR

Contractor shall have the full control of the ways and means of performing the Work referred to above and that the Contractor and its employees, representatives or subcontractors are not employees of the Village, it being specifically agreed that the Contractor bears the relationship of an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Work.

17. CONTRACT BOND

Before commencing the work on the Project, Contractor shall furnish a Contract Bond. The Contract Bond shall be in an amount of twenty-five thousand (\$25,000) dollars as security for the faithful performance of its obligations pursuant to the Contract Documents and as security for the payment of all persons performing labor and furnishing materials in connection with the Contract Documents. Such bond shall be on a standard AIA document, shall be issued by a surety satisfactory to the Village, and shall name the Village as a primary co-obligee. The Contract Bond shall become a part of the Contract Documents. The failure of Contractor to supply the required Contract Bond within ten (10) days after the Notice of Award or within such extended period as the Village may grant if the Contract Bond does not meet its approval shall constitute a default, and the Village may either award the Contract to the next lowest responsible proposer or re-advertise for proposals. A charge against Contractor may be made for the difference between the amount of Contractor's Proposal and the amount for which a contract for the Work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the proposal guarantee.

18. PREVAILING WAGES

Contractor and any applicable subcontractor shall pay prevailing wages as established by the Illinois Department of Labor and determined by the Village for each craft or type of work needed to execute the contract in accordance with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("Act"). Contractor shall prominently post the current schedule of prevailing wages at the Project site(s) and shall notify immediately in writing all of its subcontractors of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any Contract shall be at the sole expense of Contractor and not at the expense of the Village, and shall not result in an increase to the Contract Price. Contractor shall be solely responsible to maintain accurate records as required by the Act and shall submit certified payroll records to the Village evidencing its compliance with the Act on no less than a monthly basis as required by the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work for the Project.

Contractor shall indemnify, hold harmless, and defend the Village, its officers,

officials, employees, agents and volunteers ("Indemnified Parties") against all regulatory actions, complaints, damages, claims, suits, liabilities, liens, judgments, costs and expenses, including reasonable attorney's fees, which may in any way arise from or accrue against the Indemnified Parties as a consequence of noncompliance with the Act or which may in any way result therefrom, including a complaint by the Illinois Department of Labor under Section 4(a-3) of the Act, 820 ILCS 130/4(a-3) that any or all of the Indemnified Parties violated the Act by failing to give proper notice to the Grantee or any other party performing work on the Public Improvements that not less than the prevailing rate of wages shall be paid to all laborers, workers and mechanics performing Work on the Project, including interest, penalties or fines under Section 4(a-3). The indemnification obligations of this section on the part of Contractor shall survive the termination or expiration of this Agreement. In any such claim, complaint or action against the Indemnified Parties, Contractor shall, at its own expense, appear, defend and pay all charges of reasonable attorney's fees and all reasonable costs and other reasonable expenses arising therefrom or incurred in connection therewith, and, if any judgment or award shall be rendered against the Indemnified Parties in any such action, Contractor shall at its own expense, satisfy and discharge such judgment or award.

19. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action pursuant to this Contract shall be in the Circuit Court of Cook County, Illinois.

20. AMENDMENTS AND MODIFICATIONS

This Contract may be modified or amended from time-to-time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

21. NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Contract shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

22. CONFLICT

In case of a conflict between any provision(s) of the Village's Request for Proposals or the Contractor's Proposal and this Contract, this Contract and the Village's Request for Proposals shall control to the extent of such conflict.

23. HEADINGS AND TITLES

The headings and titles provided in this Contract are for convenience only and shall not be deemed a part of this Contract.

24. COOPERATION OF THE PARTIES

The Village and Contractor shall cooperate in the provision of the Work to be provided by Contractor pursuant to this Contract and in compliance with applicable laws, including, but not limited to, the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), and the provision of any documents and information pursuant to a FOIA request. Contractor shall provide any and all responsive documents to the Village pursuant to a FOIA request at no cost to the Village.

25. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES

This Contract may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Contract. A facsimile or pdf copy of this Agreement and any signature(s) thereon will be considered for all purposes as an original.

26. STANDARD OF CARE

26.1. The Contractor shall endeavor to perform the Services with the same skill and judgment which can be reasonably expected from similarly situated firms or entities.

26.2. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement as applicable, including, but not limited to, Cook County's minimum wage and sick leave ordinances, respectively Cook County Ordinance Number 16-5768 and Cook County Ordinance Number 16-4229, and the Village's Living Wage Ordinance, Village of Oak Park Ordinance Number 16-093, codified as Section 2-6-20 of the Village Code, all as amended.

26.3. The Contractor shall ensure that the Services are provided, performed, and completed in accordance with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement.

27. CERTIFIED PAYROLL

Contractor shall be solely responsible to maintain accurate records reflecting its payroll for its employees who perform any of the Work for the Village pursuant to this Contract and shall submit certified payroll records to the Village's Director of Public Works at any time during the term of this Contract. Contractor shall provide said certified payroll records within seven (7) days upon the request of the Director of Public Works.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on the dates set forth below.

VILLAGE OF OAK PARK

By:
Its: Village Manager

By:
Its:

Date: _____, ____

Date: _____, ____

ATTEST

ATTEST

By:
Its: Village Clerk

By:
Its:

Date: _____, ____

Date: _____, ____