
SECTION I
REQUEST FOR BIDS
INSTRUCTIONS AND SPECIFICATIONS FOR:

Village of Oak Park 2018 Village Wide Litter Pickup Services
Bid Number: 17-204
Issuance Date: 08/23/17

The Village of Oak Park will receive Bids from qualified contractors to perform daily/weekly pick up of litter throughout the Village during the calendar year 2018 pursuant to this Request for Bids. Bids 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 3:00 p.m. on Friday September 8, 2017. Bids will be reviewed and the results of the review will be presented to the Village Board of Trustees of the Village of Oak Park.

Specifications and bid forms may be obtained at <http://www.oak-park.us/bid> or at the Public Works Center at the address listed above or by calling 708-358-5700.

The Village Board of Trustees reserves the right to accept or reject any and all bids or to waive technicalities, or to accept any item of any bid. Information is available from the Streets Supervisor, Tom Fulton at 708-358-5700 or tfulton@oak-park.us.

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

Submission of Bids

The Bid shall be submitted on the Bid form included herewith. The Bid shall be submitted in a sealed envelope marked "BID: 17-204 Village Wide Litter Pickup Services", shall bear the return address of the bidder, and shall be addressed as follows:

TO: Scott Brinkman, Streets Superintendent
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

BID FOR:
Village of Oak Park 2018 Village Wide Litter Pickup Services
SECTION II
BID INSTRUCTIONS, TERMS AND CONDITIONS

Preparation and Submission of Bid:

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

Bid Bond

The Bidder shall provide a Bid Bond in the amount of ten percent (10%) of the total bid price. The attached form may be used or the bidder may provide cash or a certified check in the amount specified. Bid bond amounts shall be based on all proposed work where estimated amounts have been provided by the Village of Oak Park. The Bid Bonds, cash or checks will be returned once the selected bidder has entered into an Agreement for this work.

Contract Bond

The successful contractor shall, within ten (10) calendar days after award of the Bid, furnish a contract bond in the amount of ten thousand (\$10,000.00) dollars. The bond 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.

Contract Term

The initial contract term shall be from the date of award to December 31, 2018. The Village of Oak Park has the right to renew the contract for one optional one year term (January 1 to December 31). The Bidder shall begin performing the services within fourteen (14) days of a notice to proceed from the Streets Superintendent or his designee.

Contract Renewal

The Village will have the right to renew the contract for one additional one year term with all terms and conditions, other than price, remaining the same. The Village will allow the Bidder to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners and Clerical Workers for Chicago, Illinois – Gary, Indiana – Kenosha, Wisconsin (all

items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The Bidder must propose an annual cost adjustment pursuant to the terms of this section with supporting documentation in writing to the Village sixty (60) days before the expiration of the applicable term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

Notice to Proceed

Work shall begin within fourteen (14) days from the Notice to Proceed from the Village's Streets Superintendent. All work shall be completed in accordance with the detailed specifications set forth herein, unless the Streets Superintendent grants an extension.

Recertification

If the Village renews the contract for an additional one year term, the Bidder will provide the Village with a renewed certification in the form in Section V indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

Award of Agreement

The Agreement will be awarded in whole or in part to the responsible Bidder or Bidders whose bids, conforming to the request for bids, 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 Bid 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 Bids:

Any Contractor may withdraw its Bid at any time prior to the time specified in the advertisement as the closing time for the receipt of Bids, by signing a request therefore. No Contractor may withdraw or cancel its Bid for a period of sixty (60) calendar days after the advertised closing time for the receipt of Bids. The successful Contractor may not withdraw or cancel its Bid after having been notified that the Bid 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 Bid 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 Bids. 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 Bid. The Village reserves the right to visit and inspect the premises and operation of any Contractor.

Rejection of Contractor

The Village will reject any Bid 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 Bid 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 Bid.

Compliance with Applicable Laws

The Bidder 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 Bid. 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 Bid may request an interpretation thereof from the Village. The Village will not respond to any questions regarding this bid received within 24 hours of the due date and time. If the Village changes the Bid, 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 Bid 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 bidder shall enter into an Agreement with the Village to complete the Project in a form substantially similar to the Agreement attached hereto. The Agreement shall be executed by the Contractor and returned 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. See Section XII for a sample copy of the agreement.

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 Section XIII - Agreement.

Insurance

See Section XIII - Agreement.

Termination of Agreement

See Section XIII - Agreement.

III

GENERAL SPECIFICATIONS

Scope of Work

The purpose of this contract is to provide effective and efficient litter pick up in certain areas along Village maintained roadways. Clean streets give the Village an overall pleasant appearance. In addition, keeping debris off the street and parkway areas and out of the gutters prevents the debris from entering and plugging the sewer system. Environmentally accepted practices of debris disposal are also an important part of this work.

Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, and shall obtain and pay for any required permits.

Extent of Services

The Village of Oak Park is responsible for maintaining approximately 103 miles of streets. Within the Village are twelve (12) separate Business District areas and main streets which require regular litter pick up. There are also several events that occur in the Village that will require litter pick up prior to its occurrence.

The area to be cleaned is within the Public Rights of Way. This area is generally defined as building to building or one foot behind the sidewalk and around the corners adjacent to the area being cleaned.

The specific areas where litter is to be picked up are as shown on the attached list and map. Litter shall include paper, plastics, miscellaneous debris, etc. The frequency of the cleaning is as follows:

Areas as noted below are to be cleaned three (3) times per week (Monday thru Friday, days to be determined by the Village): (Red areas on attached Village map – Exhibit B)

1. **Downtown Oak Park** (Included in this area: Harlem - South Blvd. to Chicago, Marion – North Blvd. - Ontario, Lake – Harlem to Forest, Prairie Way and Westgate between Harlem and Marion)
2. **North Boulevard** (Harlem to Forest)
3. **South Boulevard** (Harlem to Marion)
4. **The Pleasant District** (Marion from South Boulevard to Randolph)
5. **Chicago** (Harlem to Marion, including the cul-de-sacs on Marion and Maple)
6. **Chicago** (Austin to Ridgeland)
7. **Austin & Lake** (Austin to Humphrey)
8. **Austin & Madison** (Austin to Humphrey)
9. **Austin & Roosevelt** (Austin to Lyman)
10. **North Avenue** (Harlem to Woodbine)

11. North Avenue (Austin to Ridgeland)
12. The Avenue District (Oak Park from Lake to Pleasant, including portions of Lake, South and North Blvd.)
13. Oak Park & I-290 (Van Buren to Lexington)
14. Harrison (Austin to Ridgeland)

Other areas as noted below are to be cleaned two (2) times a week (Days to be determined by the Village): (Green areas on attached map – Exhibit B)

- A. Harlem (Garfield to Jackson)
- B. Austin (North Ave. to Roosevelt)
- C. North Ave. (Woodbine to Ridgeland)
- D. Lake (Forest to Humphrey)
- E. North Boulevard (Forest to Kenilworth) south side
- F. Madison (Maple to Humphrey)
- G. Oak Park (Madison to Washington)
- H. Ridgeland (1/4 block south of South Blvd. to Lake)
- I. Ridgeland (Madison to Washington)
- J. Ridgeland (Harrison to Garfield)
- K. Harrison (Maple to Scoville) south side, (Scoville to Ridgeland) both sides
- L. Flourney (Highland to Humphrey) south side
- M. Garfield (Harlem to Wenonah) both sides, (Wenonah to Austin) north side,
- N. Lombard (Garfield to 1/4 block north of Harrison)
- O. South Blvd. (Marion to Oak Park including viaducts)
- P. South Blvd. (Oak Park to Austin including viaducts, north side)
- Q. Roosevelt (Harlem to Lyman)
- R. East (1/4 block south of Garfield to 1/4 block north of Harrison)

The Village and the bidder shall meet prior to commencement of the work to determine a schedule for this work. The schedule is subject to change due to weather conditions or other priorities. The contract is based on 46 weeks of litter pickup to account for inclement weather during winter months when litter cannot be picked up due to snow coverage.

The bidder should also take note of the various medians that exist on certain streets. The medians are also to be free of litter during the frequency as noted for the specific area.

The bidder is also expected to pay close attention to debris that accumulates on the curb drains or in the curb. The bidder shall make every reasonable effort to see that the drains are clear of debris to allow for the free flow of storm water into the drain.

The bidders employees shall be aware that they are working adjacent and sometimes in vehicular traffic. Employees shall work in a safe manner and wear an approved safety work vest and other appropriate work clothes as required.

This work is subject to weather conditions. Inclement weather such as snow may preclude this work to be completed.

Alternate Bid Item for Supplemental Workforce

Included as an alternate bid item request for this project is a program for a community based training project in cooperation with Housing Forward an Oak Park agency. Housing Forward's mission is to transition people from housing crisis to housing stability. They have an Employment Readiness program which prepares clients for a successful, re-entry into the workplace.

Should the Village accept the Contractors alternate pricing for this item, the Village would work with the Contractor and Housing Forward to provide the Contractor two employees for an eight week period while working on the Village's contract. A total of sixteen "man-weeks". The two people would become temporary Contractor employees and all wages would be paid to the employees by the Contractor. The Contractor shall provide the required employment insurances as noted in the Terms and Condition section and the Section XIII Draft Agreement. The Village would pay the Contractor at the bid rate per hour per employee for their hours worked to a maximum of 40 hours per week for the eight week period.

Detail Specifications

1. Daily Reporting

The Bidder is responsible for keeping the Village updated on its work on a daily basis. The Bidder will be required to provide the Village via email or in person a daily report identifying the employee, the date and time each site was visited during the Day. Reporting shall be made at the Oak Park Public Works Center, 201 South Blvd. or at sbrinkman@oak-park.us between the hours of 7:30 am and 4:00 pm. Village staff will be spot checking locations. Sites found to be neglected or missed during their weekly rotation will be deducted from the month bill amount. If the Village fails to receive a daily report by the deadline the Village may withhold payment for the day's work.

2. Property Damage

The Bidder shall take great care to avoid damaging adjacent landscaping (trees, shrubs, turf, etc.). Bidder shall be held responsible for all damage to property including, but not limited to, existing landscaping including turf, planters, bicycle racks, litter containers, light and traffic signal poles, parking meters, fire hydrants, curbs, vehicles, buildings and structures, etc. All damage will be the responsibility of the Bidder to repair to its original condition and to the satisfaction of the Village.

3. Idling of Equipment

The Department of Public Works has a "No Idling" policy. A copy of the policy is available from the Department of Public Works. The bidder is expected to adhere to this policy as they are an extension of the Public Works Department staff.

4. Periodic Inspection

Upon Request the contractor must provide the location of crews working within the village. The Streets Superintendent or his representative will periodically inspect the work and will always be available should any problems arise. The Streets Supervisor or Superintendent can be contacted at 708-358-5700.

5. Obstruction of Streets and Rights-of-Way

The bidder shall arrange to keep sidewalks open for traffic when possible, and to block portions of the streets only when deemed necessary to protect private property.

6. Accident Prevention

The bidder shall exercise every precaution at all times for the protection of the persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous in the opinion of the Streets Superintendent or authorized representative shall be immediately discontinued by the bidder upon their receipt of instructions from the Streets Superintendent, or authorized representative, to discontinue such practice.

The bidder 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.

7. Motorized Equipment

Under no circumstances shall any motorized equipment be permitted to be driven on the private property or driveways without prior authorization from the resident and the Streets Superintendent while performing work under the provisions of this contract.

8. Parking

No off-street parking for equipment shall be provided for by the Village of Oak Park on any of the Village's public properties except as may be designated by the Streets Supervisor or Superintendent.

9. Disposal of Material

The bidder shall dispose of litter in the nearest Village maintained trash can. Should the bidder find a trash can that is full and overflowing, the bidder shall deposit the debris in a different Village can. The bidder shall notify the Village of trash cans that are found to be full.

10. Project Coordination

The Contractor shall submit, in writing, the name, address and all telephone numbers of the persons in their organization to whom instructions shall be given by Public Works staff for this operation.

Licenses and Permits

The Contractor shall be responsible for becoming a licensed Contractor with the Village. The Village will issue any necessary permits for this work at no fee.

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.

Method of Payment

The Village of Oak Park will pay monthly, all undisputed of invoices 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%.

Payment for LITTER PICK UP shall be paid for by each specific area and frequency that is to be cleaned at the amount as bid for each location. If work is suspended due to inclement weather, the bidder will be paid a pro-rated fee for the work done that week. Additional services will be paid for at the bidders cost per crew for each hour.

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.

Any Change which results in a total agreement price in excess of \$10,000 must be approved by the Village of Oak Park Board of Trustees.

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.

Bidder's Representative

The bidder shall have at all times a competent foreman or superintendent on the job that shall have full authority to act for the bidder, and to receive and execute orders from the Director of Public Works or appointed representative. Any instructions given to such superintendent or person executing work for the bidder shall be binding on the bidder as though given to him personally. Bidder's representative must be proficient in the use and interpretation of the English language.

Workers

The bidders shall employ competent laborers and shall replace, at the request of the Director of Public Works 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 bidder's employee to be immediately removed from the work crew if the above behavior is exhibited.

Time of Work

Bidder shall only work on weekdays, (Monday through Friday), from 7:00 a.m. to 5:00 p.m. No work will be allowed on weekends or on legal holidays as recognized by the Village of Oak Park, except as authorized by the Director of Public Works.

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 will be deemed per se invalid.

Reporting Requirements

The following forms must be completed in their entirety, notarized and included as part of the Bid 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 Bid.

IV
BID FORM (Pricing)

THE UNDERSIGNED PROPOSES TO FURNISH EQUIPMENT, MANPOWER AND MATERIAL TO COMPLETE THE VILLAGE WIDE LITTER PICK UP SERVICE LOCATIONS AS INSTRUCTED BY THE STREET SUPERINTENDENT OF THE PUBLIC WORKS DEPARTMENT, VILLAGE OF OAK PARK, 201 SOUTH BOULEVARD, OAK PARK, IL 60302.

<u>No.</u>	<u>Item Description</u>	<u>Quantity (Weeks)</u>	<u>Unit Price</u>	<u>Total Price</u>
Unit 1. Business District Areas – 3 X Weekly (see Section III and map for more detail)				
1.	Downtown Oak Park	46	_____	_____
2.	North Boulevard (Harlem to Forest)	46	_____	_____
3.	South Boulevard (Harlem to Marion)	46	_____	_____
4.	The Pleasant District	46	_____	_____
5.	Chicago (Harlem to Marion)	46	_____	_____
6.	Chicago (Austin to Ridgeland)	46	_____	_____
7.	Austin & Lake (Austin to Humphrey)	46	_____	_____
8.	Austin & Madison (Austin to Humphrey)	46	_____	_____
9.	Austin & Roosevelt (Austin to Lyman)	46	_____	_____
10.	North Ave. (Harlem to Woodbine)	46	_____	_____
11.	North Ave. (Austin to Ridgeland)	46	_____	_____
12.	The Avenue District	46	_____	_____
13.	Oak Park & I-290	46	_____	_____
14.	Harrison (Austin to Ridgeland)	46	_____	_____
Unit 2. Main Streets - 2 X Weekly (see Section III and map for more detail)				
A.	Harlem (Garfield to Jackson)	46	_____	_____
B.	Austin (North Ave. to Roosevelt)	46	_____	_____
C.	North Ave. (Woodbine to Ridgeland)	46	_____	_____
D.	Lake (Forest to Humphrey)	46	_____	_____
E.	North Boulevard (Forest to Kenilworth)	46	_____	_____
F.	Madison (Maple to Humphrey)	46	_____	_____
G.	Oak Park (Madison to Washington)	46	_____	_____
H.	Ridgeland (South Blvd. to Lake)	46	_____	_____
I.	Ridgeland (Madison to Washington)	46	_____	_____
J.	Ridgeland (Harrison to Garfield)	46	_____	_____
K.	Harrison (Maple to Ridgeland)	46	_____	_____
L.	Flournoy (Highland to Humphrey)	46	_____	_____
M.	Garfield (Harlem to Austin)	46	_____	_____
N.	Lombard (Garfield to Harrison)	46	_____	_____

No.	Item Description	Quantity	Unit Price	Total Price
Business District Areas 3X Weekly				
1	Downtown Oak Park	46	\$ 14.08	\$ 1,943.48
2	North Blvd (Harlem to Forest)	46	\$ 14.08	\$ 1,943.48
3	South Blvd (Harlem to Marion)	46	\$ 14.08	\$ 1,943.48
4	The Pleasant District	46	\$ 14.08	\$ 1,943.48
5	Chicago (Harlem to Marion)	46	\$ 14.08	\$ 1,943.48
6	Chicago (Austin to Ridgeland)	46	\$ 14.08	\$ 1,943.48
7	Austin and Lake (Austin to Humphrey)	46	\$ 14.08	\$ 1,943.48
8	Austin and Madison (Austin to Humphrey)	46	\$ 14.08	\$ 1,943.48
9	Austin and Roosevelt (Austin to Ridgeland)	46	\$ 14.08	\$ 1,943.48
10	North Ave. (Harlem to Woodbine)	46	\$ 14.08	\$ 1,943.48
11	North Ave. (Austin to Ridgeland)	46	\$ 14.08	\$ 1,943.48
12	The Avenue District	46	\$ 14.08	\$ 1,943.48
13	Oak Park and I-290	46	\$ 14.08	\$ 1,943.48
14	Harrison (Austin to Ridgeland)	46	\$ 14.08	\$ 1,943.48
TOTAL				\$ 27,208.72

Main Streets 2X Weekly (see section III and map for more detail)

A	Harlem (Garfield to Jackson)	46	\$ 13.20	\$ 1,215.17
B	Austin (North Ave. to Roosevelt)	46	\$ 13.20	\$ 1,215.17
C	North Ave. (Woodbine to Ridgeland)	46	\$ 13.20	\$ 1,215.17
D	Lake (Forest to Humphrey)	46	\$ 13.20	\$ 1,215.17
E	North Blvd (Forest to Kenilworth)	46	\$ 13.20	\$ 1,215.17
F	Madison (Maple to Humphrey)	46	\$ 13.20	\$ 1,215.17
G	Oak Park (Madison to Washington)	46	\$ 13.20	\$ 1,215.17
H	Ridgeland (South Blvd. to Lake)	46	\$ 13.20	\$ 1,215.17
I	Ridgeland (Madison to Washington)	46	\$ 13.20	\$ 1,215.17
J	Ridgeland (Harrison to Garfield)	46	\$ 13.20	\$ 1,215.17
K	Harrison (Maple to Ridgeland)	46	\$ 13.20	\$ 1,215.17
L	Flournoy (Highland to Humphrey)	46	\$ 13.20	\$ 1,215.17
M	Garfield (Harlem to Austin)	46	\$ 13.20	\$ 1,215.17
N	Lombard (Garfield to Harrison)	46	\$ 13.20	\$ 1,215.17
O	South Blvd. (Marion to Oak Park)	46	\$ 13.20	\$ 1,215.17
P	South Blvd. (Oak Park to Austin)	46	\$ 13.20	\$ 1,215.17
Q	Roosevelt (Harlem to Lyman)	46	\$ 13.20	\$ 1,215.17
R	East (Garfield to Harrison)	46	\$ 13.20	\$ 1,215.17
TOTAL				\$ 21,873.06
GRAND TOTAL				\$ 49,081.78

O.	South Blvd. (Marion to Oak Park)	46	_____	_____
P.	South Blvd. (Oak Park to Austin)	46	_____	_____
Q.	Roosevelt (Harlem to Lyman)	46	_____	_____
R.	East (Garfield to Harrison)	46	_____	_____

BID FORM CONTINUED

Total Price _____

Unit 3. Cost for Litter Pick Up for Special Events Per Hour \$18.92

Unit 4. Alternate Bid Request

Alternate Bid for Supplemental Workforce: \$ 17.00 per hour
 This rate will be applied to the hours worked by each individual, not to exceed 640 hours total
 (2 people x 40 hours/week x 8 weeks)

Donald Magee of Midway Building Services
 (Type Name of Individual Signing) (Type Name of Organization)

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

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

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

Dated: 9 / 8 / 2017

Midway Building Services
 Organization Name (Seal - If Corporation)

By:

Donald Magee
 Authorized Signature

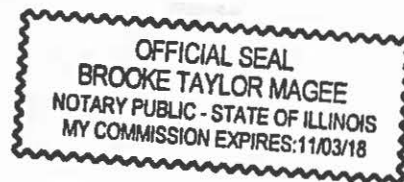
1915 W Hubbard St Chicago, IL
 Address

(312) 226-1101
Telephone

Subscribed and sworn to before me this 8 day of September 2017.

Brooke Magee in the State of IL. My
Commission
Notary Public

Expires on 11 / 3 / 2018



MUNICIPAL QUALIFICATION REFERENCE SHEET

Bidders shall furnish a minimum of four (4) references from projects similar in scope within the last two (2) years.

<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____
<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

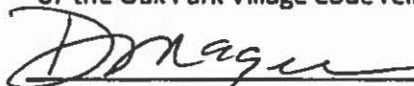
<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____
<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____
<u>MUNICIPALITY</u>	_____
<u>ADDRESS</u>	_____

<u>CONTACT</u>	_____
<u>PHONE</u>	_____
<u>WORK</u>	_____
<u>PERFORMED</u>	_____

V
BIDDER CERTIFICATION

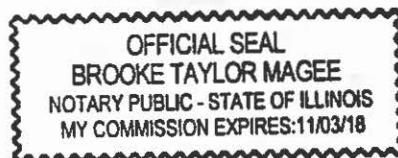
Midway Building Services, as part of its Bid on an agreement for 2017 Parkway Tree Watering for the Village of Oak Park, hereby certifies that said bidder selected is not barred from proposing on the aforementioned agreement as a result of a violation to either Section 33E-3 or 33E-4 of Article 33E of 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 bidder selected)

Subscribed and sworn to before me this 1 day of September, 2017.


Notary Public's Signature

- Notary Public Seal -



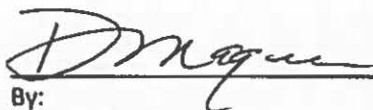
VI
TAX COMPLIANCE AFFIDAVIT

Donald Magee, being first duly sworn, deposes and says:

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

Midway Building Services
(bidder selected)

The individual or entity making the foregoing Bid 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 Bid 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: Owner

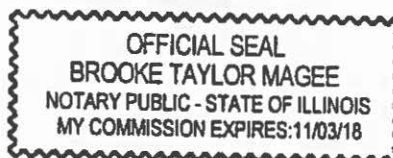
Donald Magee
(name of bidder if the bidder is an individual)
(name of partner if the bidder is a partnership)
(name of officer if the bidder is a corporation)

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

Subscribed and sworn to before me this 8 day of September, 2017.


Notary Public's Signature

- Notary Public Seal -



VII
ORGANIZATION OF BIDDING FIRM

Please fill out the applicable section:

A. Corporation:

The Contractor is a corporation, legally named Midway Building Services, LTD. and is organized and existing in good standing under the laws of the State of Illinois. The full names of its Officers are:

President Richard Piazza

Secretary Maria Marquez

Treasurer Brooke Magee

Registered Agent Name and Address: Morelli Legal Counsel - 2902 Lincoln Highway St. Charles, IL 60175

The corporation has a corporate seal. (In the event that this Bid 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

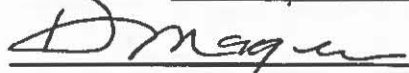
Signature

(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: Midway Restoration - Restoration Disaster Services

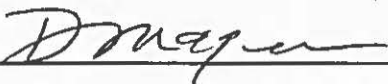


Signature of Owner

**SECTION X
COMPLIANCE AFFIDAVIT**

I, Donald Magee, (Print Name) being first duly sworn on oath depose and state:

1. I am the (title) Owner, CEO of the Proposing Firm and am authorized to make the statements contained in this affidavit on behalf of the firm;
2. I have examined and carefully prepared this Bid based on the request and have verified the facts contained in the Bid in detail before submitting it;
3. The Proposing Firm is organized as indicated above on the form entitled "Organization of Proposing Firm."
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option;
5. Neither the Proposing Firm 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 Bid rigging and Bid rotating, or Section 2-6-12 of the Oak Park Village Code relating to "Proposing Requirements".
6. The Proposing Firm has the M/W/DBE status indicated below on the form entitled "EEO Report."
7. Neither the Proposing Firm 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 Firm 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 Firm 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 Firm 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

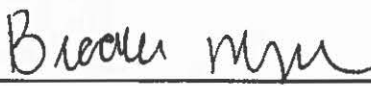
Signature: 

Name and address of Business: Midway Building Services 1915 W Hubbard St. Chicago, IL 60622

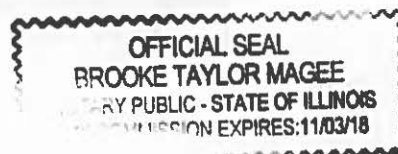
Telephone (312) 226-1101

E-Mail fgallegos@midwaybuildingservices.com

Subscribed to and sworn before me this 8 day of September, 2017.


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.

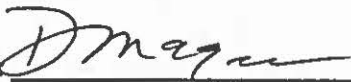
SECTION XI
M/W/DBE STATUS AND EEO REPORT

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 Bid. For assistance in completing this form, contact the Department of Public Works at 708-358-5700.

1. Contractor Name: Midway Building Services
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?
- 528 Number of full-time employees
- 395 Number of part-time employees
4. Similar information will be requested of all subcontractors 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: 9/8/2017

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 Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Purchasing Department at 708-358-5473.

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

Contractor Name Midway Building Services

Total Employees 923

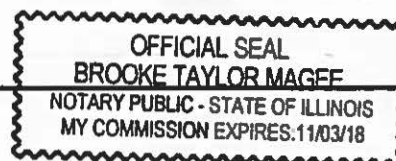
Job Categories	Total Employees	Total Males	Total Females	Males				Females				Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	
Officials & Managers	4	3	1		2				1			3
Professionals	3	2	1									0
Technicians												
Sales Workers	6	6			1							1
Office & Clerical	5		5						4			4
Semi-Skilled	3	3			2							2
Laborers	5	4	1		2				1			
Service Workers	897	416	481	44	335	1		23	398			801
TOTAL	923	434	489	44	342	1		23	404			811
Management Trainees												
Apprentices												

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

Donald Magee, being first duly sworn, deposes and says that he/she is the CEO
 (Name of Person Making Affidavit) (Title or Officer)
 of Midway Building Services 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 9 day of September, 2017

Brown mye 9/8/17
 (Signature) (Date)



Proposal Submittal for Janitorial Services
At



Village of Oak Park
Department of Public Works
201 South Blvd.
Oak Park, IL 60302

September 8, 2017





September 8, 2017

Scott Brinkman
Streets Superintendent
201 South Blvd.
Oak Park, IL 60302

Dear Scott,

Midway Building Services is pleased to provide its proposal for professional janitorial services for VILLAGE OF OAK PARK.

We know that this financially challenging climate has put an even greater focus on maximizing efficiency and results at every level. We believe that your company culture would thrive on our precision cleaning programs that are environmentally sustainable and socially responsible. Our team is familiar with your needs and is excited to bring a new culture of management to the property.

We have submitted a proposal based on your requirements and the importance of raising the bar for the janitorial maintenance of your property.

Among the highlights of our market differentiating services are:

- Comprehensive management quality control system that provides us and our customers with instant access to, and the ability to analyze information--anytime, from anywhere.
- Certified HHPC Day Cleaning expert
- Onsite training programs to maximize effective cleaning practices.
- Green Cleaning, assistance and maintenance of LEED Accreditation policies and protocols.
- Extensive knowledge of Green-Guard with manufacture partnerships that will ensure this important certification is continually met.
- Boutique attitude organization with an average of 30 year industry expertise among our senior leadership team.
- Locally Owned and Managed for over 30 years
- Technological advancements to improve quality of cleaning and lower costs.
- Perform work loading in order to review specifications and reduce labor thus reducing cost.

Thank you for including Midway Building Services in the RFP process. We are excited about the opportunity to continue partnership with you and your property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rich Piazza', with a stylized flourish at the end.

Rich Piazza, President
Midway Building Services



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COMPANY OVERVIEW

Grown to be one of the largest privately held contract cleaning and restoration services companies in Chicago, Midway Building Services (Midway) still believes in the Midwest way of doing business; outstanding customer service. It is our conviction that by providing exceptional customer service along with treating our employees like family remains the spirit of our corporate character.

Midway Building Services
1915 W Hubbard Street
Chicago, Illinois 60622

Phone: 312-879-9000
Emergencies: 312-226-1101
Fax: 312-226-1107

Website www.midwaybuildingservices.com

Years in Business: 30 years
Employees: 3,000
Service Area: Midwest North America

Midway delivers customized contract cleaning and restoration solutions to commercial, residential, restaurants, public/sport venues, and industrial facilities. Our people work around-the-clock to provide solutions for all of your property's needs.

- Contract Cleaning
 - LEED Accreditation
 - HHPC Day Cleaning Expertise
- Fire, Flood & Disaster, Remediation & Restoration
- Construction Cleaning
- Window Washing
- Stone Polishing
- Carpet Cleaning
- Power Washing
- Handyman
 - Plumbing
 - Electrical
 - Carpentry
 - Remodeling and Renovations
- Engineering
- Labor

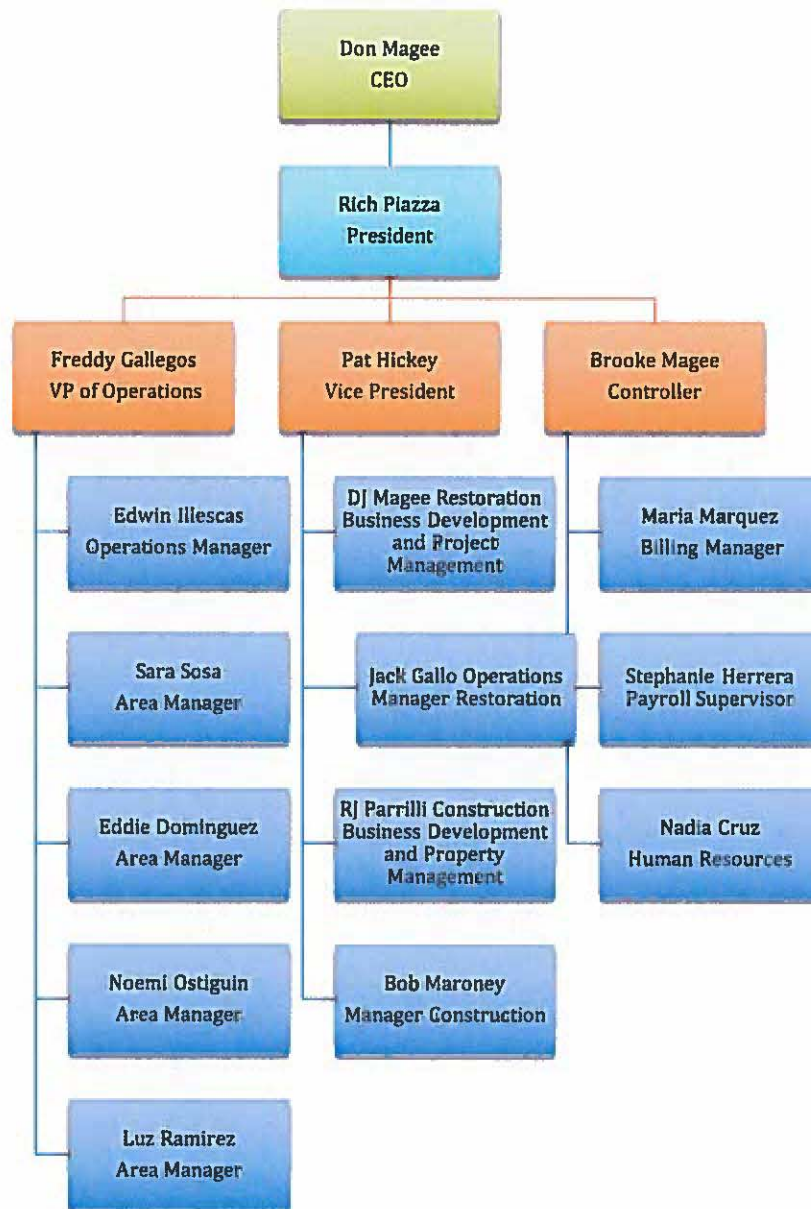
Since 1987, Midway has established and continues to demonstrate that we are the competitive alternative to the large corporate providers by delivering to you that Boutique feel. We achieve this with the sole attitude that as your provider you should have accessibility to instant response not only from your onsite staff but also that of our executive team.

At Midway, we look forward to discussing your facility needs and how we can deliver to you the quality and service you expect.



Executive Overview

Midway Building Services understands that VILLAGE OF OAK PARK requires a partner who recognizes how critical the cleanliness and appearance of your property is to the health and satisfaction of your tenants and their guests. We are very excited about the prospect of being VILLAGE OF OAK PARK's partner in delivering facility services. Midway's Executive Team has special capabilities in the management, operational design and administration of various types of businesses and sizes of facilities. Years of collective experience of managing people, capability in managing all aspects of VILLAGE OF OAK PARK's scope of work and a high level of integrity makes the Midway team a formidable organization for consideration.





Key Personnel

Don Magee – CEO

Don manages Midway and brings over 30 years of experience in the janitorial and cleaning industry. Don is responsible for the supervision and execution of all the services we provide.

Cellular Phone 312-805-2222
Email dmagee@midwaybuildingservices.com

Rich Piazza – President

Rich brings over 20 years of service in Janitorial industry. For over 15 years Rich has designed, implemented, and managed many of the janitorial programs for downtown Chicago office buildings and property management companies.

Cellular Phone 312-925-3208
Email rpiazza@midwaybuildingservices.com



CORPORATE COMMITMENT

Our commitment to you is proven daily through our people, processes and consistent results. These consistent results have allowed us to experience aggressive growth while maintaining a 98% customer retention rate.

We believe in building relationships with our partners based on the following commitments:

- We will always hire the best possible employees. We can provide personnel audits on a continual basis.
- We will invest time into learning your business so that we can respond to, and potentially help prevent, problems when they arise



- We will maintain constant quality. We audit and report on our work on a daily, weekly and monthly basis, which includes performance, attendance and any corrective actions.
- We will continually invest in our goal of 100% uptime all the time. We self-perform all equipment maintenance and repairs and also self-perform 98% of all services.
- We will provide our customers with the most advanced green cleaning materials and equipment, always with an eye on the most sustainable and eco-friendly processes possible.
- We will offer a diverse group of value added services based on customer needs including post construction clean up, pressure washing, window washing, concrete sealing, painting, temporary labor, and minor electrical and plumbing maintenance work.

We believe Midway is the best value solution for your facility services need. We're not the largest service provider, but we offer all the depth and resources of a very large organization while excelling in guaranteed personalized service from top-level executives who will drive and manage strategic initiatives and relationships in our business partnership.

Strengths of the Midway organization are:

- **98% Customer Retention** achieved through a proven model and track record for delivering consistent quality. We've accomplished this using a formula for smooth transition start-Village of Oak Park and our program for continual improvement.
- **Proactive systems in place to not only meet, but exceed your expectations** Midway Training Program, Performance Management Program, Employee Motivation & Recognition Program
- **Midway Stakeholder Driven Customer Relationships** the executives at Midway are committed to driving the relationship with VILLAGE OF OAK PARK, a stakeholder is assigned to every key account. This ensures strategic alignment with customers at all times.
- **Midway Self-Performs** 98% of our work. This provides for competitive pricing and physical control over hiring standards and service execution. We are the experts providing a customized program and a high standard of retail facility services. We operate by the high standard of our client's brand and partner in maintaining their store facilities at a level that surpasses industry standards and sets us apart from our competition.
- **In-house Equipment Repair Model** Midway self performs equipment repairs on all equipment within 24 hours and has a preventive maintenance program in place.
- **Best Practices Policies** Midway will continuously pursue new technologies and programs to enhance performance and effectiveness with administrative and operational processes and share in the benefit of cost savings opportunities with VILLAGE OF OAK PARK.
- **Guaranteed Customer Satisfaction** is offered through our unique "Performance Guarantee", where service is done correctly the first time, or we perform the service again to customer satisfaction.

There are several dimensions to our strategy that span the near term and long term time horizons and address the cornerstones of our solution: Our Management Programs, Transition Management, People and Organization, Scope of Work.



This bid is about creating sustainable value, not just cost savings, and being able to objectively measure success. We believe through the areas identified above we are the ideal partner for VILLAGE OF OAK PARK and our commitment to excellence and true value-add performance is reflected in our proposal.

The remaining sections of this document represent our complete service delivery solution.

REPORTING AND COMMUNICATION

During transition and ongoing, Midway will establish a structure for communication within our team and with all relevant stakeholders for VILLAGE OF OAK PARK. Midway will define the reporting and communication protocols including detailed report design, distribution lists, frequency of distribution and where possible establish a baseline from which to progress over time. Management reporting is an integral part of the client relationship. It ensures that the client is informed of the essential areas of performance relating to the scope of work. Properly defined management reporting allows for alignment with the client and reporting the required information. Specifically, it:

- Defines the services areas performance and potential improvements.
- Defines the process for reporting service performance to client management.
- Provides the process for documenting mutually agreed upon changes to service requirements.

HEALTH AND SAFETY

Midway's Safety, Health & Environmental (SH&E) program is based on the principles of loss control, management systems concepts, and an operating philosophy of "Safety First." We believe that integrating SH&E concerns into work processes at each level of the organization, and in every aspect of our business, is fundamental to long-term success.

Our SH&E programs and management system serves as the basis for site-specific planning activities aimed at reducing risk and future losses, while increasing productivity. Such planning requires close collaboration with our customers. We understand the importance of working closely with our customers to ensure that the workplace is free from safety and health hazards and that all work activities comply with federal, state, and local laws and regulations.

Elements of our program include management leadership and employee involvement, worksite analysis, hazard identification, prevention & control, standard work practices & procedures, safety & health training, incident investigation, site inspections & audits and management reviews.

Statement of Safety, Health & Environmental (SH&E) Policy and Commitments

It is our policy to protect the safety and health of its employees, clients and the public and to conduct its work in an environmentally responsible manner. To achieve this policy objective we shall:

- Promote safety attitudes and behaviors across the organization, through employee involvement, management support and executive leadership.



- Establish and maintain an SH&E management system for planning and executing work in accordance with requirements and for controlling losses.
- Conduct initial worksite analyses to identify hazards and establish controls.
- Perform periodic worksite inspections to identify substandard acts and/or conditions that endanger health, safety, or the environment.
- Comply with all applicable safety, health and environmental laws and regulations and promote conformance with company policies and best practices.
- Investigate incidents for the purpose of preventing future occurrences.
- Establish and monitor SH&E performance goals to promote continual improvement.
- Enable and empower employees through training and education.
- Encourage personal responsibility and accountability through recognition of outstanding individual and group SH&E performance.

All employees shall be held accountable for supporting the above commitments.

TRAINING AND DEVELOPMENT

Our training is broken into three simple but necessary steps to ensure each of our associates can meet our stringent standards.

Stage 1: Pre Start-up Orientation	Stage 2: Start-up Training (first day on site)	Stage 3: On Going Training
Midway's Rules & Regulations, Including but not limited to, Harassment, Safety, Accident Prevention, Chemical Handling, MSDS, OSHA, Cleaning Procedures, Green Cleaning, Recycling, PPE's, Equipment handling, Waste removal, Blood Borne Pathogens, Security, Keys/Cards and Alarms	On-The-Job Training is done before the start of the job to get the employee(s) familiar with building set-up, areas of special attention, review chemicals & equipment use and procedures on location and property security and emergency protocols.	Continuous monthly training/refreshers from Stages 1 & 2, retraining on areas of low performance as needed. Minimum on 30 minutes per month per employee. Annual retraining of OSHA requirements required.



How is janitorial staff trained for a new account?

The assigned staff reports to one of our training centers for a teacher/student class called Smart Cleaning. For our smaller assignments the selected cleaner(s) are taught using Midway Building Services' interactive Power Point, Smart Cleaning program or video. These workers are trained just prior to job start to maximize retention. All workers then receive additional onsite training specific to the building they will be working in. Our route and building supervision staff starting on the first day, and continuing throughout the first week of an account start-up conducts this training.

Documenting our training

We use our computerized management system to track employee training and mastery schedules in a database created for this purpose. Each employee is provided with a certificate of completion. All certificates are signed, dated and copies are retained in their employee files for reference



SCREENING AND HIRING

We actively seek out and pursue bright, forward thinking, and eager employees who have a service orientation. All of our candidates are carefully and thoroughly interviewed, screened and reference checked. Our dedicated recruitment division, Resource Network, has several strategically located recruiters around the country and a clear understanding of the qualified employees that fit best within our corporate culture.

At Midway Building Services, we believe it is as important to be trustworthy and believable as it is to be competent; therefore all employees are thoroughly screened before being assigned duties in your building. Midway Building Services employs the following steps in screening out employees:

- All new employees are asked to sign authorization for background checks as part of the employment package.
- All new employees are subject to required background checks, including nationwide background checks, which extend to seven (7) years from all countries of residence.
- All new employees are reference checked.
- Random Drug testing (optional) is performed on employees
- Post-Accident Drug testing is performed on all injured employees.
- Supervisory management must pass more rigid qualifications for employment;



hence we seek candidates with impeccable background and work histories.

QUALITY CONTROL PROGRAM

Midway is committed to providing the highest standard of quality in our industry. Our Quality Control Program will be designed with customized metrics determined in conjunction with VILLAGE OF OAK PARK. This customized approach allows us to track key performance indicators and report back to you on our performance. During our Quarterly Business Review's and at other regular meetings we will review metric progress reports and provide data trend analysis. The customizable functionality of our Quality Control system allows us to identify and correct shortfalls in performance with great efficiency. Additionally, we comply with independent quality standards at many of our client sites across the country.

Midway inspects and measures quality using several approaches with varying degrees of formality.

- **Daily Inspections:** On-site supervision performs informal daily inspections
- **Operations Manager Inspections:** Periodic, unannounced checks of all client sites to ensure Midway is exceeding expectations.

Results from all inspections and surveys are reviewed by Midway and VILLAGE OF OAK PARK management at formal and informal meetings, such as alignment meetings and QBRs.

Key Performance Indicators

KPIs measure performance by evaluating success in terms of short and long term goals. They may be customized to align with VILLAGE OF OAK PARK expectations. This system will allow us to create—in conjunction with VILLAGE OF OAK PARK—a method of measuring overall performance. KPIs might include:

- Safety Management
- Safety Audit Results
- Sustainability Audit Results walks
- Emergency Service Calls
- Inspection Reports
- Joint Inspection (VILLAGE OF OAK PARK and Midway) Scores
- Complaints vs. Requests
- Periodic Work Percentage Completion
- Absenteeism
- Turnover



RISK MANAGEMENT

Safety is a key priority of each and every Midway employee. Our Human Resources Department takes a proactive approach to safety and accident prevention. We believe there is a direct correlation between our emphasis on safety and our low worker compensation and general liability rates. Safety Training Programs are scheduled for all employees.

Please feel free to call us at 312-227-1101 and request a copy of our complete safety manual from our Human Resources Department if you would like a more in depth understanding of our safety procedures.

Security/Emergency Procedures

All Midway employees learn the emergency procedures for every building they work in, and follow these procedures at the first indication of an emergency situation. In addition, Midway employees are trained to:

- Report any emergency occurrence, even a potential one, immediately to the appropriate authority
- Provide building management and building security with emergency contact names and numbers of all Midway staff involved at your facility.
- Handle after-hours and weekend emergency calls 24 hours a day, seven days a week, all year long, including holidays. Our answering service is provided with all emergency contact numbers for all Midway management personnel. Midway has implemented a calling procedure with the answering service and Midway management to assure a fast response to our clients in emergency situations.

Accident Prevention and Loss Control

The safety of our employees and your building is our top priority. In the unusual occurrence of accident or other work-related incidents, the manager immediately implements the following protocol for resolution:

- All claims are reported to insurance carrier within 24 hours (8 hours if there is a life threatening injury). Claim progress is monitored with Insurance providers, and if required, some methods or procedures are questioned and challenged. Investigations are aimed at preventing any repeat accidents of that nature.
- Injured employees receive medical treatment as needed. Emergency treatment, if necessary, is provided by the Emergency facility closest to the job and injury site.
- Follow up treatments, when needed, are arranged with occupational clinics close to employee's residence. All visits are monitored and employee's work status is always discussed with the medical provider.
- In an effort to try and bring all injured employees back to work as soon as possible, accommodations for light duty work are made available to fit the work release restrictions.
- A complete investigation of all parties involved is initiated and documented immediately. All reports are filled out completely by injured employees and supervisors.

This commitment to Safety and Risk Management has yielded one of the lowest worker's compensation rates in the industry, saving our clients' money, keeping our valued workforce safe and productive and affording our customers the comfort of OSHA compliant operations

TRANSITION PLAN

Transitioning into new accounts is one Midway's greatest strengths. The accompanying flow chart describes the major events that are scheduled and tracked once Midway has been awarded a new contract. This implementation matrix is planned around a four-week notification schedule, allowing us the necessary time to plan and execute a professional and efficient transition. To ensure that all timelines are being successfully met, there is daily interaction, with frequent group conference calls involving the Field Management, the designated Project Manager (who will be dedicated to the implementation and ongoing daily management your account, and has already been identified), our Best Practices Department and Executive Management. Each scheduled task is discussed in order to evaluate its timeliness. Using this approach, it is not uncommon for most tasks to be completed before their target date.

A key component of any job start is the make-up of the management team. Midway experience and depth allows us to draw upon a nationwide network of our own key transition experts who are mobilized into various markets to assist in the rollout. Check lists are developed to make certain that all required tasks are being addressed:



- Hiring of staff • Training
- Uniforms/ID badges
- Equipment
- Supplies

Another major component of any successful job start is the on-site visits by our managers, prior to our start date. It is at these site visits, that we share information such as security, floor coverings, storage areas, trash removal, special requests, areas of concern and any other site-specific requirements.

EQUIPMENT AND SUPPLIES

Equipment and supply selection is based on a standardized process of centralized decision making, maintaining strict adherence to the consideration of superior quality prior to evaluating cost. Since

the majority of our cost is in labor, spending more for superior products has resulted in long-term economies on labor that we pass on to our customers.

- We adhere to rigid performance and efficiency criteria for all products and equipment.
- We buy major equipment and supplies directly from the manufacturers to reduce costs.
- Our equipment is regularly inspected.
- We use local suppliers whenever quality standards are met, to help support local businesses and to establish local partnerships for quick response to emergency situations
- MSDS Sheets on all products are kept at all locations
- Backup equipment is always available for use in case of breakdown, and to ensure maximum productivity
- All Floor finishes pass slip resistant tests

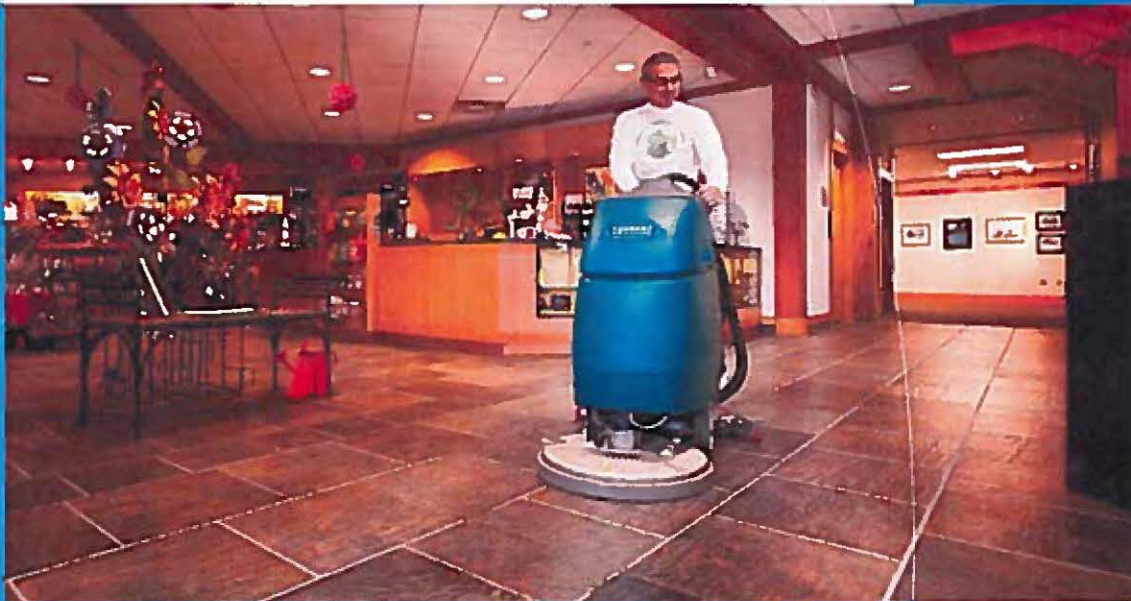


Midway Building Services in partnership with Tennant



CREATING A CLEANER, SAFER, HEALTHIER WORLD.

EQUIPMENT



T3

WALK-BEHIND FLOOR SCRUBBER

- Just-scrubbed floors are quickly clean, dry and safe for traffic with ec-H2O™ and FaST® technologies
- Quietly clean noise-sensitive environments with an OSHA-recognized 68.5 dBA
- Easily cleanable, Hygenic® solution; and recovery tanks

A **HIGH-PERFORMANCE** SCRUBBER TO
MATCH YOUR **HIGHER STANDARDS** WITH
ec-H2O™ OR FaST® TECHNOLOGY



IMPROVE ENVIRONMENTAL HEALTH IN YOUR FACILITY

Exclusive Hygenic® tanks allow for easy access and help reduce mold, bacteria, and other contaminants that can grow in enclosed tanks.

CLEAN ANY TIME

Quiet operation means more flexible cleaning schedules.

DON'T LEAVE BEHIND CLEANING SOLUTION

Even around 180-degree turns, the T3's equal-pressure, parabolic squeegee recovers cleaning solution from the floor.

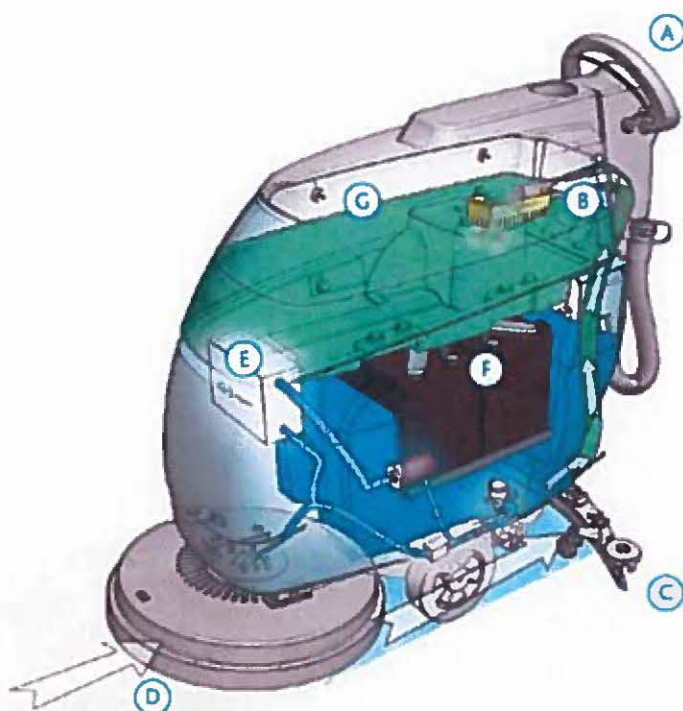
ENGINEERED FOR SAFETY

Minimize the risk of slip-and-fall injuries with clean, dry, and safe floors by scrubbing with ec-H2O™ and FaST® technologies.

Reduce operator fatigue and increase productivity. Ergonomic design makes cleaning with the T3 more comfortable.

Increase scrubbing effectiveness and quality. Clear sight lines and simple controls mean operators can focus solely on their cleaning environment.

INSIDE THE T3



A Easily train new operators to use the simple, intuitive controls.

B Solution and recovery tanks easily cleanable. Exclusive Hygienic® tanks are fully accessible for sanitization.

C Quickly remove and replace brushes and squeegees. Plus, with the "no hassle" squeegee system, there are no tools for maintenance, and the blade is factory set at the optimum recovery angle.

D Eliminate the need for follow up passes and non-productive mop ups. A fully self-adjusting splash skirt captures scrub deck overspray.

E Scrub longer on a single tank with Green Seal certified FaST Foam Scrubbing Technology or ec-H2O technology.

F Save time and storage space with the onboard charger.

G Eliminate operator contact with wastewater and prevent clogged hoses/drains with the convenient debris tray.

TENNANT

EXCLUSIVE TECHNOLOGIES (optional cleaning innovations)

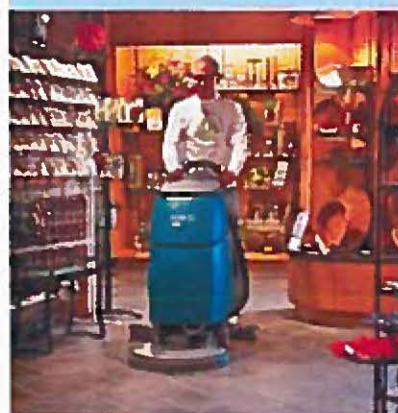
Both technologies increase scrub time up to three times using a single tank of water.



ec-H2O technology electrically converts water into an innovative cleaning solution that cleans effectively, saves money, improves safety, and reduces environmental impact compared to daily cleaning floor chemicals and methods.



FaST Foam Scrubbing Technology uses up to 70% less water and 90% less chemicals to improve floor traction as certified by NFST, helping reduce the risk of slip and fall accidents.



ENVIRONMENTAL STEWARDSHIP



ec-H2O™ and FaST® technologies are NFSI (National Floor Safety Institute) Certified. NFSI certified products must pass a 2-phase wet slip resistance process and have been shown to reduce the potential for slip-and-fall accidents.



ec-H2O and FaST technologies are registered by NSF International. NSF International is an independent, not-for-profit organization that ensures formulation and labels on these products meet appropriate food safety regulations.



ec-H2O and FaST technologies may contribute to LEED or LEED-EBOM (Existing Building: Operations & Maintenance) points, provided other appropriate criteria are met. For more information on obtaining LEED points, please contact your sales rep or refer to the USGBC website at: www.usgbc.org.



FaST is a Green Seal (GS-37) Certified Detergent. Green Seal evaluates and certifies cleaning products based on criteria such as the toxicity of the product, skin and eye irritation, skin sensitization, combustibility, toxicity to aquatic life, and packaging.



Reduce Resources



Reduce Detergents



Increase Safety



Improve Air Quality



Reduce Noise

Choose GE Capital or U.S. Bancorp,
our leasing providers, for simple, quick
financing with flexible upgrade options.

T3 WALK-BEHIND FLOOR SCRUBBER

SCRUBBING SYSTEM		17 IN PAD ASSIST	20 IN PAD ASSIST (20 IN V/DRIVE)
Cleaning path		17 in / 430 mm	20 in / 510 mm
Productivity (per hour)			
Theoretical Max		20,230 ft ² / 1,900 m ²	23,800 ft ² / 2,200 m ²
Estimated Coverage*			
Conventional		8,440 ft ² / 780 m ²	10,125 ft ² / 940 m ² (13,500 ft ² / 1,255 m ²)
ec-H2O / FaST		11,250 ft ² / 1,050 m ²	13,500 ft ² / 1,260 m ² (15,300 ft ² / 1,420 m ²)
BRUSH DRIVE SYSTEM			
Brush motor horsepower		1.0 hp	
Brush RPM		230 rpm	
Brush/pad pressure		50 lbs / 23 kg & 90 lbs / 41 kg	
SOLUTION DELIVERY SYSTEM			
Solution tank description		Full access & cleanable	
Solution capacity		10.5 gal / 40 L	
RECOVERY SYSTEM			
Recovery tank description		Full access & cleanable	
Recovery tank capacity (include demisting chamber)		15 gal / 57 L	
Vacuum motor		0.5 hp - two stage	
Vac motor CFM		65 cfm / 1.84 cmm	
Vac motor sealed waterlift		40 in / 1,020 mm	
BATTERY SYSTEM			
System voltage		24 volt	
Battery amp hour rating	105 AH @ 20 hr	130 AH @ 20 hr (155 AH @ 20 hr)	
Battery run time (continuous cleaning rating)	2.5 hours	2.5 hours (3 hours)	
MACHINE SPECIFICATIONS			
Product length	48 in / 1,220 mm	50.25 in / 1,280 mm	
Product width (with squeegee)		30 in / 760 mm	
Product height		43 in / 1,090 mm	
Product weight (with batteries)	319 lbs / 145 kg		343 lbs / 156 kg 391 lbs / 177 kg
Power consumption amps	27 amp nominal		29 amp nominal (30 amp nominal)
Sound level (operator's ear)		68.5 dBA	

WARRANTY

See your local representative for warranty information.

* Estimated coverage rates use the practical speed and empty/fill time standards from the 2004 ISSA Cleaning Times handbook.

** Run times are based on continuous scrubbing run times.

*** Sound levels per ISO 11201 as recommended by the American Association of Cleaning Equipment manufacturers & OSHA.

Specifications subject to change without notice.

SEEING IS BELIEVING

For a demonstration or additional information,
call +1.800.553.8033 or email info@termanco.com

1.001.001.001.001 T3 brochure 7/11
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MIDWAY BUILDING SERVICES GREEN CLEANING PROGRAM

One of the cornerstones of Midway Building Services' mission is to employ and master sustainable practices. Through our Corporate Environmental Policy, our service experts strive to create an environment that not only decreases the overall carbon footprint, but also considers how our services can positively impact the health of a facility's inhabitants.

We continue to push ourselves to truly master the art and science of sustainability via our certified Green Cleaning program. We also understand that going green is a significant commitment, which is why we've developed solutions that can be incrementally introduced and easily implemented.

Within our company, we are dedicated to operating in a socially responsible manner and fostering the continued growth and well-being of our employees via extensive safety training and career development initiatives.

Most importantly, our passion for sustainability also refers to meeting and exceeding our clients' needs and expectations to ensure that we create an enduring and successful partnership.

Our Green Cleaning Program offers our clients effective, environmentally protective cleaning. The purpose of this program is to minimize exposure of building occupants and Midway Building Services' employees to potentially hazardous chemical, biological and particle contaminants that may adversely impact air quality, health, building finishes and systems, and the environment. We are committed to providing you with a cost-effective, environmentally sound and health-conscious program in order to create an optimal working environment.

The products and equipment used in our Green Cleaning Program meet the criteria of the U.S. Green Building Council's LEED-EB rating system and are certified by Green Seal:

- Touchless cleaning equipment cleans using a low-pressure chemical dispersal system, followed by a manual scrubbing, then a pressure rinse, and finally the soiled solution is evacuated into a separate tank for disposal.
- Recycled restroom products, such as recycled restroom paper products and recycled trashcan liners.
- Specialty entryway matting can be utilized to dramatically reduce the amount of particles that enter a building
- HEPA certified vacuum cleaner, a high efficiency particulate air filtration vacuum, contains 99.9% of airborne particles.
- Auto scrubber uses no chemicals at all to clean; only electrolyzed water.
- Micro-fiber mops and cleaning rags can collect 98% of soil particles on the cloth and contain them until discharged. Micro fiber absorbs more moisture than conventional materials, resulting in less chemical use and more effective cleaning.

Adopting Green Cleaning Standards to earn LEED Points

The USGBC (US Green Building Council) is a coalition of leaders from across the building industry, working to make green buildings available to everyone within a generation. To achieve this goal, they have devised a certification program called LEED (Leadership in Environmental Energy and Design) that provides an independent third-party verification that a building project (or existing building—LEED-EB) meets the highest green building and performance measures. In the case of existing buildings, it helps building owners and manager's measure operations, improvements and maintenance on a consistent scale with the goal of maximizing operational efficiency while minimizing environmental impacts. The LEED Rating accreditation is based on a point system with at least 31 points needed for certification. Green cleaning practices can help you earn points in the following categories. For more information on how to apply LEED your building, visit the United States Green Building Council's website at www.usgbc.org.



Energy and Atmosphere

Building Operation and Maintenance: Staff Education Training, OSHA, MSDS, Midway Policy, Green Cleaning Principal.	1 point
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Materials and Resources

Source Reduction and Waste Management: Waste Stream Audit Recycling, Certified RSI	Required
Optimize Use of Indoor Air Quality (IAQ) Compliant Products: Hepa filter Vacs.	2 point
Sustainable Cleaning Products and Materials: Green Seal Products	1-3 points
Occupant Recycling: RSI	1-3 points

Indoor Environmental Quality

Documenting Productivity Impact: Absenteeism and Health Care Cost Impact	1 point
Contemporary IAQ Practice	1 point
Green Cleaning: Entryway Systems Walk off matting	1 point
Green Cleaning: Isolation of Janitorial Closets, Basement	1 point
Green cleaning: Low Environmental Impact Cleaning Policy Microfiber Cloths, Recycled Mops, Kaivac touchless cleaning	1 point
Green Cleaning: Low Environmental Impact Pest Management Policy	1 point
Green Cleaning: Low Environmental Impact Cleaning Equipment Police Use Tennant Ready Space low moisture carpet cleaning Kaivac - Touchless Cleaning Tennant Fast Scrub Equipment (All Tennant equipment is carpet and rug institute green label certified and is recognized by the US Building Council)	1 point



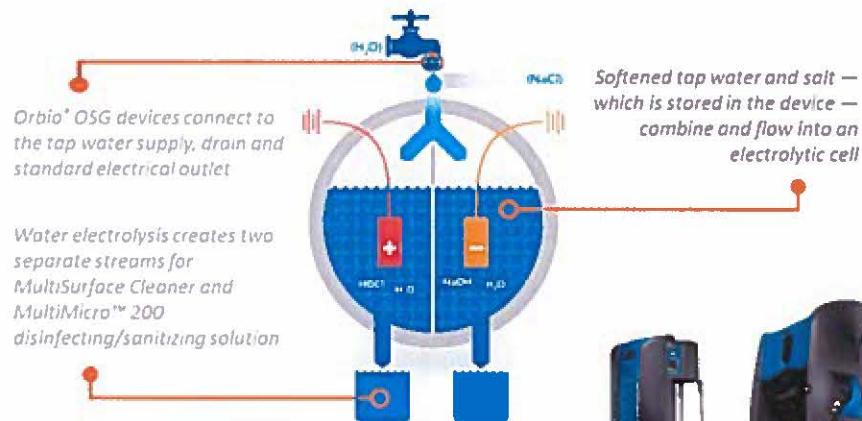
ENHANCE SUSTAINABILITY CLEAN MORE WITH LESS



Use fewer chemicals, generate less waste,
use less water and conserve energy with:

- ✓ Chemical-free floor scrubbing
- ✓ Electrolyzed water solutions
- ✓ Low voc floor coating systems

Orbio ON-SITE GENERATION



ec-H2O NanoClean™

GREEN CLEANING & SUSTAINABILITY



- Imagine a new cleaning process:
 - *Use up to 70% less water and reduce cleaning chemicals*
 - *Reduce waste as well as costs associated with the purchasing and storing of conventional detergents*
 - *Reduced environmental impact*
 - *May*

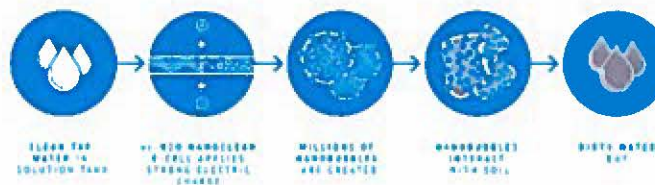


ec-H2O NanoClean™

HOW IT WORKS



- ✓ **Electrically converts water into an innovative cleaning solution**
 - On-board e-cell generates millions of nanobubbles that promote the cleaning efficacy of this detergent-free cleaning solution
 - Significant savings in chemical costs, water usage and labor expenses
 - NSF1 certified for improved floor traction and reduced the risk of slip and fall accidents
 - NSF registration ensures it is safe to use in food and beverage handling environments





ec-H2O TECHNOLOGY

GREEN CLEANING & SUSTAINABILITY



ec-H2O REDUCES
TRADITIONAL CHEMICAL
CLEANING FOOTPRINT BY
77% - 98%
IN 7 CATEGORIES

Additional Benefits from ec-H2O:

- ✓ *NFSI — Certified traction increase up to 21%*
- ✓ *Employee safety*
- ✓ *Reduced maintenance costs*
- ✓ *Increased floor gloss from reduction of chemical residue*

SOURCE: ecoform study (tennantco.com/ec-H2O)

JOB DESCRIPTIONS

Vice President

The Vice President is responsible for overall management in the Company, including contract compliance, financial performance, and maintenance of professional quality standards. The Vice-President of Operations reports to the President.

Operations Manager

Provides direct leadership and guidance to all direct reports to ensure high level of cleanliness, quality and service is achieved and sustained. The Operations Manager reports to VP of Operations.

Area Manager

Area Managers have primary responsibility for ensuring that all assigned buildings are properly supervised, staffed, maintained, equipped and supplied. This responsibility includes communicating and implementing job specifications and all company policies to subordinates, and ensuring that they are consistently accomplished to Midway standards. They take a proactive role in preventing problems and ensuring prompt resolution of corrective measures. They are knowledgeable of and accountable for contractual obligations for all accounts in their area. They report directly to the Operations Manager.

Building Supervisor

With the approval of the Customer, Building Supervisors are appointed by and report to Area Managers. Their responsibilities include managing, supervising, scheduling, equipping and overseeing all crews in order to achieve contract compliance.

SPECIAL SERVICES

Your property managers carefully selected Midway Building Services to provide professional cleaning services for your building. These services provide for normal cleaning and waste disposal of the space and facilities you occupy. However, no single cleaning regimen can encompass all of the variable maintenance needs and desires of all people and environments.

Midway vision is to provide all of the additional cleaning and maintenance services most desired by our customers. This one-stop shopping not only saves you the time, money and uncertainty invested on working with unknown service vendors, but also guarantees that each job receives the professionalism and quality that the Midway staff demonstrates each day. You also benefit from the additional supervision and security guarantees that come as a routine component of Midway Corporation's service contract with your building. And all work can be performed at night when your staff will not be disturbed- another advantage of having your service provided and backed by a major corporation.

Our expertise encompasses all the enclosed services, as well as many others that will enhance the comfort of your daily office routines and protect the very significant investment that you have made in furnishing your "home away from home."

We welcome the opportunity to visit with you so we can recommend specialized services to fit your needs and your budget.

Green Practices/LEED Accreditation	Marble & Terrazzo Polishing
HHPC Day Cleaning	Restroom Sanitation
HVAC	Refrigerator, Microwave, Dish Washing and Coffee Service
Handyman	Pressure Washing
Carpet Care (Extraction: rotary, dry cleaning)	Furniture Cleaning
Comprehensive Hard Surface Floor Maintenance/Restoration	Trash Removal/Recycling
Office cleaning	Fabric Partitions/Ultrasonic Blinds
Day Porter/Maid Services	Window Washing
Construction Clean-up	Light Fixture Cleaning and Re-lamping
Restoration	Concrete Sealing
Remediation	Vents
Construction	

INDUSTRY REFERENCES

The Museum of Science and Industry

5700 S Lake Shore Drive
Chicago, IL 60637
Ed McDonald
773-947-3725

CBOE

Chicago Board of Exchange
400 South LaSalle Street
Chicago, IL 60605
Angelo Saccameno
312-617-9315

ONNI Group

200 N LaSalle, Suite 300
Chicago, IL 60601
Justin Girard
312-346-1400

DUS Management

35 E Wacker
Chicago IL 60612
Maurice Auriemma
312-726-4260

CBRE

20 N Michigan
Chicago, IL 60605
Cindy O'Drobinak
7312-338-2016

SERVICE AGREEMENT

1. Midway Building Services hereinafter referred to as "Midway", agrees to provide services as indicated below for:

Village of Oak Park
201 South Blvd.

2. **SERVICE (S) PROVIDED:**

- As outlined in attached proposal dated 9/8/17

3. The services are to be performed at the following location(s):

201 South Blvd
Oak Park, IL 60302

4. The price includes the service as outlined only. Any other work will be priced and billed separately.

5. MIDWAY will maintain the following Insurance Coverage's:

- a. Worker's Compensation Coverage as required by State statute
- b. General Liability & Property Damage Coverage of not less than \$8,000,000

6. MIDWAY assumes all financial responsibility for wages, withholding taxes, social security, unemployment tax, head tax and sales taxes directly related to the services heretofore attached.

7. MIDWAY provides all labor cleaning supplies and equipment, necessary to complete the service as indicated. **CLIENT** shall provide supplies such as towels, soap, and tissue. **CLIENT** shall supply wastebasket liners and trashcan liners. In the event any changes are required to this quote or the quote becomes outdated before it is executed, a revised quote shall be submitted and mutually agreed upon before the performance of such work or additional work.

8. MIDWAY will provide all specified services except when prevented by strike, lockout, accident, acts of God or other circumstances beyond its control.

9. The aforementioned services shall be performed for the sum of;

- **\$49,081.78/Year**
 - **\$608.71 per week (Buisness District)**
 - **\$405.60 per week (Main District)**

10. Invoice shall be billed in a timely fashion when the service is rendered and is due and payable within 30 (thirty) days. MIDWAY shall charge interest of 1.5% per month or 18% per year on accounts over 60 days past due. Such interest shall accrue from and

after the due date for payment as set forth in this paragraph. If, as a result of the failure to pay any sum payable to MIDWAY hereunder, Clients account is referred to an agency or attorney for collection, reasonable attorney's fees and costs of collection shall be recoverable by MIDWAY, in addition to the amounts payable to MIDWAY hereunder.

- a. Any increases during the term of this agreement due to any of the following; mutually agreed raises in wage, minimum wage, change in scope, addition/subtraction of labor, purchase of additional equipment or supplies not originally agreed upon or change in supply costs, will be negotiated as an agreement addendum.
- b. The Affordable Care Act (ACA) is not reflected in this agreement, this agreement will be subject to change based on amount of coverage elected by work force.
- c. This agreement is subject to general operational cost increase after the initial 12-month term of this agreement.
- d. Any increases will be submitted in advance in writing.

11. **TERM:** This agreement will commence on the day accepted below and will be in effect for an initial period of 12 months and will continue there after month-to-month unless notification is made in writing with a 30 (thirty day) notice of cancellation by either party.

12. **IT IS AGREED** that this contract (together with the attached schedule, if applicable) is the entire agreement between the parties and that all other contracts are herein merged

13. **ACCEPTED ON THIS:** _____ **DAY OF:** _____ 2017.

Midway Building Services

Signature:

Title:

Village of Oak Park

Signature:

Printed Name:

Title