

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 276

AUTHORIZING EXTENSION OF JANITORIAL SERVICES CONTRACTS

WHEREAS, the Janitorial Services contract, approved by Resolution 11-255 split said work between two (2) vendors. The Judicial Center complex which includes the Judicial Center, Sheriff's Department, and Juvenile Justice Center was awarded and GSF USA from Buffalo Grove, IL at a cost of One hundred and seventy thousand, seven hundred, eighty-four dollars (\$170,784.00) per year. The Government Center, 3rd Street Courthouse, 6th Street. Center, Public Defenders Annex, Child Advocacy Centers, Diagnostic Center, Branch Court/Circuit Clerk North Campus, Aurora Health Department, Elgin Health Department, Elgin and Aurora Court Services, and Division of Transportation was awarded to Petersen Cleaning Inc. at a cost of One Hundred Ninety-Two Thousand, Three Hundred Forty-Eight Dollars (\$192,348.00) per year; and

WHEREAS, the existing contracts can be extended for up to three (3) one-year periods. Both vendors have completed adequate work, and staff recommends both contracts be extended for one year. Adequate funds have been budgeted and are available for said expenditures.

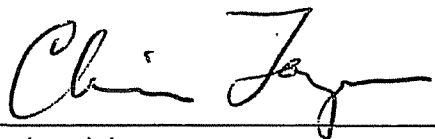
NOW, THEREFORE, BE IT RESOLVED by the Kane County Board, that the Chairman of the Kane County Board is authorized to enter into a one-year contract extension with GSF USA, Inc. to provide janitorial services for the Judicial Center complex which includes the Judicial Center, Sheriff's Department, and Juvenile Justice Center at an annual cost of One Hundred Seventy Thousand, Seven Hundred Eighty-Four Dollars (\$170,784.00) per year. Funds to be paid from 001-080-086-52010, 001-080-081-52010, and 001-080-082-52010.

BE IT FURTHER RESOLVED by the Kane County Board that the Chairman of the Kane County Board is authorized to enter into a one (1) year contract extension with Petersen Cleaning Inc. to provide janitorial services at the Kane County Government Center, 3rd Street Courthouse, 6th Street Center, Public Defenders Annex, Child Advocacy Center, Diagnostic Center, Branch Court/Circuit Clerk North Campus, Aurora Health Department, Elgin Health Department, Elgin and Aurora Court Services facilities, and Division of Transportation at a cost of One Hundred Ninety-Two Thousand, Three Hundred and Forty-Eight Dollars (\$192,348.00) per year. Funds to be paid from the General Fund, Contract Service – Janitorial Line Item 001-080-080-52010, 001-080-083-52010, 001-080-084-52010, 001-080-085-52010, Court Services Fund 001-430-431-52010, 001-430-434-52010, County Highway Fund, 300-520-520-52010 and County Health Fund, Repair/Maintenance Building & Grounds Line Item 350-580-580-52010.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001-080-080-52010 001-080-081-52010 001-080-082-52010 001-080-083-52010 001-080-084-52010 001-080-085-52010 001-080-086-52010		Yes	Yes	N/A

Passed by the Kane County Board on October 8, 2013

John A. Cunningham
Clerk, County Board
Kane County, Illinois



Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

Yes 24
No -
Voice -
Abstentions -

10Janitorial

County of Kane
KANE COUNTY GOVERNMENT CENTER



November 5, 2013

RIDER

Extension of Contract for Janitorial Services
at County facilities

This RIDER made this _____ day of _____, 2013 is part of and is to be attached to the Offer to Contract for (BID 31-011 Janitorial Service) made on September 27, 2011, by and between County of Kane and GSF USA, Inc. for the provision of janitorial cleaning services at County facilities.

The County hereby requests and GSF USA, Inc. agrees to the extension of contract for an additional one (1) year of services with no cost increase. Cost for the janitorial cleaning services at each facility is to remain firm at \$170,784.00, as previously agreed upon original Offer to Contract signed and dated September 27, 2011 attached.

The new contract is commencing on December 1, 2013 and shall continue for one year, expiring on November 30, 2014.

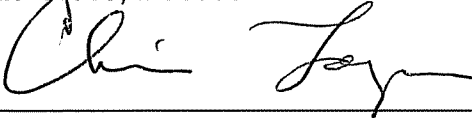
The parties hereto mutually agree that the aforesaid Contract, of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this RIDER specifically provided.



Kurt A. Kuempel
GSF USA, Inc.
1351 Abbott Court
Buffalo Grove, IL 60089

11.05.13

Date



Christopher J. Lauzen
Chairman, Kane County Board
Kane County
719 S. Batavia Ave
Geneva, IL 60134

12-3-13

Date

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

719 S. Batavia Avenue, Bldg. A.
Geneva, Illinois 60134

Telephone: (630) 232-5929
Fax: (630) 208-5107



August 26, 2013

PROCUREMENT SYNOPSIS – OPTION YEAR (2014)

Requesting Department: Building Management Department
Procurement Name: **31-011 Janitorial Services**
Current Vendor: **GSF & Peterson Cleaning**

SUMMARY:

Contractors for the janitorial cleaning services at various County buildings.

Per option of contract extension clause included in **Bid 31-011 Janitorial Services**, Building Management Department requested the Purchasing Department to review current contract, which is expiring and make recommendation if extending the janitorial services contract (awarded back in November 2011) is favorable to the County.

Purchasing reviewed the option and negotiated an extension of the contract and offers the following considerations for acceptance regarding contract extension.

1. Cost of janitorial services at various County buildings specified in the bid are to remain same and hold firm for the one (1) option year period. Current vendors have agreed to continue providing services at the current rates and will hold prices firm without cost escalation for the duration of contract periods.
2. Building Management Department is satisfied with services and performance by current vendors. GSF and Peterson Cleaning have done a good job in servicing County's janitorial cleaning needs.
3. Both GSF and Peterson Cleaning bid prices are approximately 10% lower than the next low bidder. Based on annual saving of \$45,958 over previous contract (2010), it is in the best interest of the County to accept and approves of contract extension.
4. Base on vendor's performance and Building Management Department's satisfaction with vendor's services, the Purchasing Department recommends accepting an offer to extend this contract for one year period, as mutually agreed and confirmed by both vendors, pending Building Management Department's approval.

Submitted By:
Tim Keovongsak, Buyer
Purchasing Department

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO 11 - 255

JANITORIAL SERVICES

WHEREAS, the Administration Committee has determined, based on the recommendation of the Facilities Department and the Purchasing Department, that it is in the best interest of Kane County to terminate the existing Janitorial Services contract with Perfect Cleaning. Perfect Cleaning has mutually agreed to terminate said contract at a future date as determined by the County; and

WHEREAS, the Janitorial Services contract has been rebid, and will be split between two vendors (the Judicial Center complex which includes the Judicial Center, Sheriff's Department, and Juvenile Justice Center was bid as Part 1; and the Government Center, 3rd Street Courthouse, 6th St. Center, Public Defenders Annex, Child Advocacy Centers, Diagnostic Center, Branch Court/Circuit Clerk North Campus, Aurora Health Department, Elgin Health Department, Elgin and Aurora Court Services, and Division of Transportation was bid as Part 2); and

WHEREAS, bids were solicited and received for providing said Janitorial Services and GSF USA, I, from Buffalo Grove, IL was the lowest responsible bidder for Part 1 at a cost of One Hundred and Seventy Thousand, Seven Hundred, Eighty Four Dollars (\$170,784.00) per year, for said Judicial Center complex locations listed above, and Petersen Cleaning Inc. was the lowest responsible bidder for Part 2, at a cost of One Hundred and Ninety Two Thousand, Three Hundred and Forty Eight Dollars (\$192,348.00) for said locations listed above; and

WHEREAS, the bid specifications call for the successful bidders to begin janitorial services starting on the date of transition as determined by the Purchasing and Facilities Management Departments, each contract being a two-year contract with and three annual one year extensions as mutually agreed upon; and

WHEREAS, adequate funds have been budgeted and exist to cover all expenditures defined in this resolution.


NOW, THEREFORE, BE IT RESOLVED by the Kane County Board, that the Chairman of the Kane County Board is hereby authorized to terminate the Janitorial Services agreement with Perfect Cleaning effective on an agreed upon transition date.

BE IT FURTHER RESOLVED by the Kane County Board, that the Chairman of the Kane County Board to enter into a contract with GSF USA, INC, to provide janitorial services for the Judicial Center complex which includes the Judicial Center, Sheriff's Department, and Juvenile Justice Center at an annual cost of One Hundred and Seventy Thousand, Seven Hundred, Eighty Four Dollars (\$170,784.00) per year. Said contract shall be for a two-year term with three additional extension years as approved by the Kane County Board. Funds to be paid from 001-080-086-52010, 001-080-081-52010, and 001-080-082-52010.

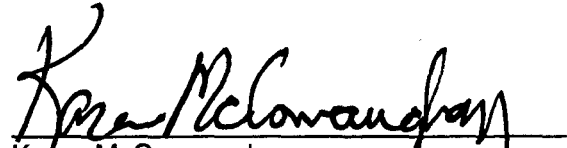
BE IT FURTHER RESOLVED by the Kane County Board, that the Chairman of the Kane County Board is authorized to enter into a contact with Petersen Cleaning Inc to provide janitorial services at the Kane County Government Center, 3rd Street Courthouse, 6th St. Center, Public Defenders Annex, Child Advocacy Center, Diagnostic Center, Branch Court/Circuit Clerk North Campus, Aurora Health Department, Elgin Health Department, Elgin and Aurora Court Services facilities, and Division of Transportation a cost of One Hundred Ninety Two Thousand, Three Hundred and Forty Eight Dollars (\$192,348.00) per year. Said contract shall be for a two year term with three additional extension years as approved by the Kane County Board. Funds to be paid from the General Fund, Contract Service – Janitorial Line Item 001-080-080-52010, 001-080-083-52010, 001-080-084-52010-080-085-52010, Court Services Fund 001-430-431-

52010,001-430-434-52010, County Highway Fund, 300-520-520-52010 and County Health Fund, Repair/Mtc Building & Grounds Line Item 350-580-580-52010.

Passed by the Kane County Board September 13, 2011.


John A. Cunningham
Clerk, County Board
Kane County, Illinois

11-25-13


Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes 25

No 0

Voice

Abstentions

9JanitorialServices

OFFER TO CONTRACT
For
BID 31-011 Janitorial Cleaning Services

Bid Due Date & Time: July 26, 2011 at 2 p.m.

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: GSF USA, INC

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 1. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. *The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 2. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications and the following addenda:

No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. Work will be accomplished in accordance with the Contract Document.

III. MAIN BID:

A. PART 1:

Building Location	Cost Per Month	Annual Cost
Location #1- <u>Judicial Center</u> 37W777 Rt. 38, Rt., St. Charles, IL	5,100.00	61,200.00
Location #2 - <u>Juvenile Justice Center</u> 37W655 Rt. 38, St. Charles, IL	5,791.00	69,492.00
Location #3 - <u>Sheriff's Department</u> 37W755 Rt. 38, St. Charles, IL	3,341.00	40,092.00
Total Part #1		170,784.00
Cost of additional personnel	Per Hour	17.50

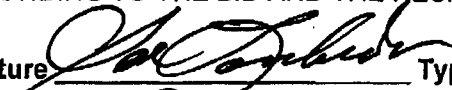
B. PART 2:

Building Location	Cost Per Month	Annual Cost
Location #4 – Government Center (All Buildings) 719 S. Batavia Ave., Geneva, IL	4,600.00	55,200.00
Location #5 - 3 rd Street Courthouse 3 rd and James St., Geneva, IL	2,774.00	33,288.00
Location #6 – Public Defenders Office 401 Campbell St., Geneva, IL	138.00	1,656.00
Location #7 – Child Advocacy Center 427 Campbell St., Geneva, IL	414.00	4,968.00
Location #8 – Child Advocacy Center 428 James St., Geneva, IL	414.00	4,968.00
Location #9 – 6 th Street R.O.E. Building 210 S. 6 th St., Geneva, IL	1,640.00	19,680.00
Location #10 - Circuit Clerk Building/Branch Court 540 S. Randall Rd., St. Charles, IL	4,444.00	53,328.00
Location #11 - Diagnostic Center 757 E. Fabyan Pkwy., Geneva, IL	414.00	4,968.00
Location #12 - Court Services 80 S. Grove Ave., Elgin, IL	596.00	7,152.00
Location #13 - Division of Transportation (All Buildings) 41W011 Burlington Rd. St. Charles, IL	1,192.00	14,304.00
Location #14 - Court Services 122 W. Downer Place Aurora, IL	596.00	7,152.00
Location #15 - Health Department 1240 N. Highland Ave., Aurora, IL	1,192.00	14,304.00
Location #16 - Health Department 1750 Grandstand Place, Elgin, IL	414.00	4,968.00
Total Part #2		225,936.00
Cost of additional personnel	Per Hour	17.50
Fee to setup and breakdown table and chairs in the Branch Court.	Per hour	17.50

C. Optional Services: (as per specifications and may be awarded separately)

Optional Services	Unit Cost Per Sq. Ft.
Carpet cleaning	0.15
Stripping and waxing of tiled floors	0.20

By signing this Bid, the Offeror hereby certifies that they are not barred from Bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.

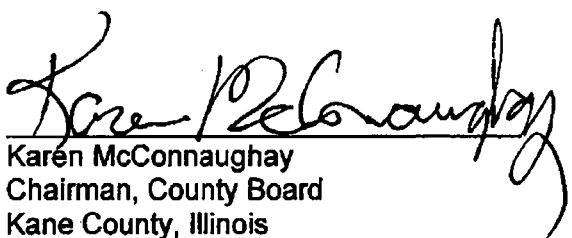
Signature  Typed Signature SAL LOMBARDO
Company GSP USA, INC
Address 1351 ABBOTT CT, BUFFALO GROVE, IL 60089
Phone # 847 913-0085 Fax # 847 913-2018
Federal I.D./Social Security # 35-1734232 Date 7-26-11

ACCEPTANCE

The Offer is hereby accepted for: County Janitorial Services

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **31-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

 8/2/11
Karen McConaughay
Chairman, County Board
Kane County, Illinois
Date

INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status.

We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. PREVAILING WAGE RATES

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after

January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contract within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. ROYALTIES AND PATENTS. Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

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

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits	\$2,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

STATEMENT OF WORK

For

Janitorial Cleaning Services

OVERVIEW

The County of Kane is seeking to retain the services from at least two (2) qualified and experienced Contractors for complete janitorial cleaning and incidental services at various Kane County building locations.

One Contractor (PART 1) will be responsible for the Judicial Center Complex (Judicial Center, Sheriff's Office and Juvenile Justice Center) and the other Contractor (PART2) will be responsible for the remaining Kane County Locations. This will be a two (2) year contract with an option for three (3) mutually agreed upon one (1) year contract renewals.

I. SPECIFICATIONS

A. GENERAL

The Contractor is responsible for all square footage measurements of flooring and office space at all building locations, the numbers listed in these specifications are estimates only.

Janitorial cleaning services include, but are not limited to:

1. General Cleaning (public and private areas)
2. Cleaning/Sanitizing restrooms
3. Sweeping
4. Dusting
5. Vacuuming
6. Steam cleaning
7. Mopping
8. Opening and closing of certain buildings
9. Snow removal (shoveling)
10. Salt spreading (walkways)

B. CLEANING STANDARDS AND WORKMANSHIP

The Contractor shall offer high quality cleaning services, and reliable personnel and management team. Cleaning procedures/techniques, and workmanship, must meet or exceed acceptable industry standard.

Applying the most effective, efficient, and productive ways of accomplishing tasks and meeting the County's objective, at a reasonable cost is imperative and essence of this contract.

NOTE:

Cleaning standards, workmanship, and all daily, weekly, and monthly cleaning schedules as well as project work (i.e. carpet cleaning, floor stripping & waxing, etc.) shall be followed as stated in these Requirements & Specifications.

3. CLEANING EXPECTATIONS

1. A satisfactory floor shall be free of dust, debris, streaks or marks, and will not have dirt in the corners, behind doors, or under furniture. The use of vacuuming equipment and/or treated dust mops will be used to keep floors clean.
2. A satisfactory office cleaning shall be free of dust, insects and cobwebs on all surfaces including, but not limited to; desks, chairs, office equipment, shelving, picture frames, ledges, molding, sills, radiators, vents and etc. Glass partitions shall be free of streaks and smudges.
3. Satisfactory restroom cleaning shall be cleaned, sanitized and free of dust or cobwebs, flooring shall be mopped, streak free and free of any debris, sinks and toilets cleaned and sanitized. Soap dispensers and all paper products shall be properly stocked. Glass partitions and mirrors shall be free of streaks and smudges. The Daily Restroom Cleaning Checklist shall be completed and posted daily in each restroom.
4. Satisfactory public areas shall be free of dust and cobwebs. The flooring shall be free of debris, streaks, smears, salt residue and dirt.
5. Satisfactory wet mopping will present a clean floor free of streaks, smears, and dried dirt. Safe, all-purpose detergents will be used on all hard/resilient flooring.

C. CONTRACTORS QUALIFICATIONS

The Contractor shall have at least three (3) years of experience in providing janitorial cleaning services for projects over 150,000 square feet in size.

D. CONTRACTORS REQUIREMENTS

1. The Contractor will determine the number of man hours (crew) and supervisory hours necessary to provide the specified services. The cost of equipment and supplies necessary to provide the necessary services are to be included in the bid price. All work is to be done Monday through Friday (except holidays when the County offices are closed), hours will vary by location. If there is a need for work outside of the approved timeframes it shall be approved by Kane County staff before commencing work.
2. The Contractor shall have at least one (1) employee, experienced (at least one (1) year janitorial experience required) in custodial and janitorial cleaning services on-site during the cleaning process at all locations. The Contractor's working supervisor shall schedule and coordinate all services and functions as required by the contract and as specified in these specifications.
3. The Contractor shall provide staffing that can communicate verbally with County staff.
4. The Contractor's personnel shall also be of a physical stature to help with snow removal (shoveling) and the salting of walkways.
5. The Contractor and/or his designated supervisor shall be available daily for reviews, complaints, special instructions, etc. All complaints received shall be rectified within one (1) work day.

6. The Contractor shall employ NO subcontractors on this project.
7. The Contractor shall provide a complete list of personnel that will be employed by the Contractor on this project. The list shall provide the following for each employee:
 - a. Name.
 - b. Drivers license number and issuing state.
8. The Contractor shall employ only competent and skilled personnel who are clean and neat in appearance.

E. PERSONNEL REQUIREMENTS

It shall be mandatory for the contractor to maintain personnel levels at all times regardless of sickness, vacation, etc., in order to maintain a full working staff.

1. The Contractor's personnel shall be responsible for opening/unlocking and closing/locking-up, arming/disarming building alarms as defined in these specifications, and other duties upon request.
2. All employees will be required to wear Contractor supplied uniforms, and display County supplied ID badges while in any of the Kane County facilities. There will be a five (5) dollar charge for every ID obtained through the County. Kane County requires a valid driver's license or state issued identification card to obtain a County issued ID.
3. The Contractor's personnel shall be responsible for moving any minor pieces of furniture to insure complete cleaning.
4. It is the responsibility of the Contractor's personnel to empty all wastebaskets, including recyclables as instructed by Kane County building management, into the master containers. This includes any area, which may contain recycling bins. Recycling bins shall be emptied into proper recycling dumpster daily.
 - a. It is the responsibility of the Contractor to supply all trash liners.

F. DAY PORTER PERSONNEL REQUIREMENTS

Day Porter personnel shall provide the same services as listed within this specification along with the additional duties listed below:

1. Monitor all exterior entrances for debris, cobwebs.
2. Keep lobbies clean and free from debris.
3. Spot wash partition glass, doors, and frames throughout the building.
4. Monitor all restrooms for a clean and orderly appearance, along with monitoring and filling dispensers.
5. Monitor lunchroom for a clean and orderly appearance.
6. Shovel snow and salt walks.
7. Monitor all public areas, waiting rooms etc. to keep neat.
8. Any other duties as directed by authorized Kane County personnel.

9. Day Porters shall have the ability to effectively communicate with County staff.
10. Day Porter duties shall be at the direction of Kane County building maintenance staff.
11. Day Porters shall be scheduled for 40 hours per week, Kane County building maintenance staff will establish the schedules for all Day Porters.

G. CRIMINAL BACKGROUND HISTORY CHECKS

The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by County before the employee may start work.

1. The criminal background history checks will include, but are not limited to the following:
 - a. Check of wants and warrants in Illinois.
 - b. Check of wants and warrants through the National Computer System (NCIC).
 - c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractor assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right to not allow personnel of the Contractor onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractor be able to employ personnel to work in any County building, without prior approval from Kane County.

H. SECURITY

Kane County has several high security buildings. All personnel will have to enter and exit these buildings through the specified entry/exit points. In addition, all personnel will have to pass through metal detectors in order to enter these high security buildings.

All windows, entrance doors, and internal doors shall be secured at all times during work periods. The Contractor shall also see that their employees have lights on **ONLY** in areas where cleaning is in progress.

The Contractor shall provide a sign in and out log for their employees for each location.

I. SUPPLIES AND EQUIPMENT

1. The Contractor shall supply a list of all power tools, machines and equipment, cleaning chemicals, labor, and supervision necessary to perform all of the work specified. (This includes carpet cleaners, vacuum cleaners, pressure washers, buffers, and steam cleaning equipment, etc.) Only industrial grade supplies and equipment shall be used.

2. The Contractor is responsible for the cost of all supplies (including trash liners) and equipment needed to satisfy these specifications. The Contractor shall provide a list of janitorial supplies to be reviewed by Kane County. Kane County reserves the right to decide whether or not the janitorial supplies used at any Kane County facility are acceptable. Use of unacceptable janitorial supplies or equipment will not be allowed.
3. All equipment will be maintained by the Contractor in optimum working order. Spare equipment must be available for replacement of units in need of repair within twenty-four (24) hours. In addition, all power extension cords are to be well maintained and kept in good working order without loose connections and meet the approval of Kane County.
4. Kane County, will supply all paper products for dispensing machines (toilet paper, paper towels), hand washing soap for dispensers, sanitary products for dispensing machines, and necessary wash room deodorizers. It will be the responsibility of the Contractor's personnel to fill all dispensers. Some dispensers will only be accessible at night (Holding Cells at the JC); therefore the Contractor's night time personnel will be responsible for maintaining and refilling these units.

J. SAFETY

Maintaining a safe working environment for the safety of the public and all County employees are imperative.

1. The Contractor shall provide Kane County with **MATERIAL SAFETY DATA SHEETS** (MSDS) for all chemicals that will be used in each facility.
2. The cleaning supplies used by the Contractor shall not cause any offensive odors either to the general public or county employees while cleaning or after cleaning is completed.
3. Equipment and storage areas will be kept orderly and clean. Storage areas will be kept free of hazardous materials of a combustible nature. Removal of empty containers (boxes, cartons, etc.) from all areas shall be performed on a daily basis.
4. All supplies, equipment, and machineries (vacuums, buffers, etc.) shall be kept out of traffic aisles and other areas where they might be deemed hazardous, and secured at the end of each work period in storage areas provided for this purpose.
5. Cloths, mops, or brushes containing residues of wax or other combustible material and subject to spontaneous ignition will be discarded properly daily. All waste resulting from work under this contract will be disposed of daily.
6. On occasion when floors have water or fresh wax on them, appropriate signage shall be used to inform the public of the hazard.
7. It shall be the Contractor's responsibility to notify County staff of any unsafe conditions that their janitorial staff may encounter.

K. TRAINING

The Contractor shall be responsible for the instruction and training of all personnel in the proper work methods and procedures before beginning work. The Contractor shall also be responsible for the proper training in dealing with biohazards and bloodborne pathogens meeting **Occupational Safety and Health Administration (OSHA)** requirements.

L. KANE COUNTY BUILDING LOCATIONS

County of Kane is requesting that the Contractor provide services to following Kane County office/building locations. The following is a list of addresses for each location. Each location is to be maintained at the highest level of consistent service for the entire term of the contract.

Kane County Office/Building Locations

PART #1			
#1	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	#2	Juvenile Justice Center 37W655 Rt. 38 St. Charles, IL 60175
#3	Sheriff's Department 37W755 Rt. 38 St. Charles, IL 60175		
PART #2			
#4	Kane County Government Center 719 S. Batavia Ave. Geneva, IL 60134	#5	3 rd Street Courthouse 3 rd St. and James St. Geneva, IL 60134
#6	Public Defenders Office 401 Campbell St. Geneva, IL 60134	#7	Child Advocacy Center 427 Campbell St. Geneva, IL 60134
#8	Child Advocacy Center 428 James St. Geneva, IL 60134	#9	6 th Street R.O.E. Building 210 S. 6 th St. Geneva, IL 60134
#10	Circuit Clerk/Branch Court 530/540 S. Randall Rd. St. Charles, IL 60174	#11	Diagnostic Center 757 E. Fabyan Pkwy. Geneva, IL 60134
#12	Court Services – Elgin 80 S. Grove Ave. Elgin, IL 60120	#13	Division of Transportation Complex 41W011 Burlington Rd. St. Charles, IL 60175
#14	Court Services – Aurora 122 W. Downer Place Aurora, IL 60506	#15	Health Department – Main 1240 N. Highland Ave. Aurora, IL 60506
#16	Health Department – Elgin 1750 Grandstand Place Elgin, IL 60120		

TASK SCHEDULE A

Regular Services	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
1. General, Private Offices, Lobby, Lounge.					
Empty wastebaskets, both inside and outside by entrances.	X				
Dust all furniture, including desks, chairs, and tables.	X				
Dust all exposed filing cabinets, bookcases, shelves.	X				
Dust all telephones.		X			
Clean and sanitize telephones.		X			
Clean and sanitize drinking fountains.	X				
Low dust all horizontal surfaces to hand height (70") including sills, ledges, shelves, picture frames, etc..		X			
High and low dust all horizontal surfaces, including shelves, moldings, and ledges.		X			
Spot clean desk tops – IF CLEARED.	X				
Spot clean reception lobby glass including front door and any other partition or door glass.	X				
Clean entire interior glass in partitions and doors.	X				
Dust venetian blinds.			X		
Remove dust and cobwebs from ceiling area.		X			
Dust mop resilient and hard floors or vacuum carpeted floors in traffic lanes only.	X				
Damp mop resilient and hard floors or vacuum carpeted floors in their entirety.		X			
Vacuum furniture.			X		
Spot clean furniture.					X
Regular Services	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
2. Washrooms					
Clean sanitize and polish all vitreous fixtures including toilet bowls, urinals, and hand basins.	X				
Clean all glass and mirrors.	X				
Empty all containers and disposals, insert liners as required, spot clean and sanitize container.	X				
Empty and sanitize interior of sanitary container.	X				
Spot clean all walls, doors, and partitions.	X				
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups.	X				
Low dust (below 36") and high dust (above 72") all horizontal surfaces.	X				
Sweep, damp mop, and sanitize hard floor.	X				

TASK SCHEDULE A					
Regular Services					
3. Eating Areas	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Damp clean and sanitize table tops, seats, and backs of chairs.	X				
Damp clean pedestals or legs.		X			
Clean, polish and refill napkin holders.	X				
Empty all containers. Spot clean exterior and interior of all containers.	X				
Clean and sanitize drinking fountains.	X				
Spot clean doors, frames, light switches, kick and push plates, handles, walls and interior glass.	X				
Low dust (below 36") and high dust (above 72") all horizontal surfaces.		X			
Clean entire interior glass in partitions and doors.	X				
Dust and damp mop resilient and hard floors.	X				
Vacuum carpeted floors in their entirety.	X				
Floors	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
4. Resilient, hard and carpets.					
Spot clean with a damp mop.	X				
Scrub to remove scuff and heel marks, refinish to maintain protective coating and gloss.					X
Strip, clean, refinish and machine polish.					X
Shampoo and extract carpets.					X
Windows	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Clean Inside – Office				(X) KDOT	X
Clean outside - Office				(X) KDOT	X
General	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Notify building contact of any irregularities (i.e. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies).	X				
Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization.	X				
Customer service visit.		X			
Formal customer review.			Quarterly		
Review/check communication log.	X				

II. MAIN BID:

A. PART 1

Location #1 – JUDICIAL CENTER – 85,000 Sq. Ft. (37,200 Carpeted and 15,577 Tiled) 37W777 Rt. 38, St. Charles, IL

The estimated square foot total for the entire Judicial Center is 170,000 square feet. This total includes the penthouse and the boiler room, neither of which requires janitorial services.

Estimated Number of Employees – 241

1-Day Porter

1-Crew

Day Porter: Monday thru Friday
Day Porter Hours of Service: 8 a.m. to 4:30 p.m.
Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: 5 p.m. – 9:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Trash only emptied three (3) days per week (except public restrooms and cafeteria).
- b. Vacuuming of carpets and mopping of hard surfaces three (3) days per week.
- c. Spot clean carpet stains as necessary.

Washrooms – approx. 56

Location #2 – JUVENILE JUSTICE CENTER – 67,000 Sq. Ft. (5,000 Carpeted) 37W655 Rt. 38, St. Charles, IL

Estimated Number of Employees – 68

2-Day Porters

Day Porters: Monday thru Friday
Day Porters Hours of Service: 7 a.m. to 3:30 p.m.
Required Tasks: See Task Schedule A

Includes 94 cells and 12 showers.

Task Schedule A: Exceptions

- a. Hallways burnished one (1) time per month.

Location #3 – SHERIFF'S OFFICE – 84,000 Sq. Ft. (25,000 Carpeted and 25,000 Tiled) 37W755 Rt. 38, St. Charles, IL

Estimated Number of Employees – 114

1-Day Porter

Day Porter Days of Service: Monday thru Friday
Day Porters Hours of Service: 7 a.m. to 3:30 p.m.
Required Tasks: See Task Schedule A

B. PART 2

Location #4 – GOVERNMENT CENTER – 92,000 Sq. Ft. Combined
719 S. Batavia Ave., Geneva, IL

Estimated Number of Employees – 281

2-Crews (1-A.M. Crew and 1-P.M. Crew)

Building A	43,486 Square Feet (27,622 Carpeted and 2,861 Tiled)
Building B	10,000 Square Feet (10,329 Carpeted and 5,894 Tiled)
Building C	22,015 Square Feet (13,016 Carpeted and 4,026 Tiled)
Building E	4,497 Square Feet (1,685 Carpeted)
Building I	11,696 Square Feet (4,768 Carpeted and 3,353 Tiled)

Crew Days of Service: Monday thru Friday.
A.M. Crew Cleaning Start Time: 5 a.m.
P.M. Crew Cleaning Finish Time: 11 p.m.
Required Tasks: See Task Schedule A.

Task Schedule A: Exceptions:

- a. A.M. Crew responsible for opening and disarming alarms in buildings A, B, and C at 5 a.m.
- b. A.M. Crew responsible for first and second floors in building A.
- c. P.M. Crew responsible for locking and arming alarms in buildings A, B, and C at 11 p.m.
- d. P.M. Crew responsible for third and fourth floors in building A.
- e. Trash only emptied three (3) days per week (except public restrooms and cafeteria, which is daily).
- f. Vacuuming of carpets and mopping of hard surfaces three (3) days per week.

Location #5 – 3rd STREET COURTHOUSE – 67,000 Sq. Ft. (50,000 Carpeted and 17,000 Tiled)
3rd and James St., Geneva, IL

Estimated Number of Employees – 30

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Location #6 – PUBLIC DEFENDERS OFFICE – 1,781 Sq. Ft. (1,520 Carpeted and 261 Tiled)
401 Campbell St., Geneva, IL

Estimated Number of Employees – 4

1-Crew

Crew Days of Service: Tuesday and Thursday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Location #7 – CHILD ADVOCACY BUILDING – 4,300 Sq. Ft. (All Carpet)
427 Campbell St., Geneva, IL

Estimated Number of Employees (both CAC locations) – 16

1-Crew

Crew Days of Service: Monday, Wednesday, and Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #8 - CHILD ADVOCACY BUILDING – 7,200. Sq. Ft. (7,000 Carpeted and 200 Tiled)
428 James St., Geneva, IL

1-Crew

Crew Days of Service: Tuesday and Thursday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #9 – 6th STREET R.O.E. BUILDING–24,860 Sq. Ft. (18,000 Carpeted and 6,860 Tiled)
210 S. 6th St., Geneva, IL

Estimated Number of Employees – 37

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Location #10 – CIRCUIT CLERK/BRANCH COURT–74,000 Sq. Ft.
530/540 S. Randall Rd., St. Charles, IL

Estimated Number of Employees - 140

Circuit Clerk Section – 54,000 Sq. Ft. (25,864 Carpeted and 24,442 Tiled)
530 S. Randall Rd.

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Carpets as spot cleaned as needed.

**BRANCH COURT/Conference Center Section–22,000 Sq. Ft. (11,827 Carpeted & 9,469 Tiled)
540 S. Randall Rd.**

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 2:30 p.m.
Finish time, after last event
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions-

- a. Crew responsible for locking and arming alarms in building when the cleaning process has been completed after the last event.
- b. Machine buff all VCT flooring (weekly or as requested).
- c. Polish stainless steel columns daily.
- d. Table and chair set-up and breakdown in court room as requested by County. The room may be setup in several different configurations, we are requesting a per hour fee (extra) to change to room to the requested layout and then back to the "Courtroom" before the crew finishes cleaning for the evening.

**Location #11 – DIAGNOSTICS CENTER – 5,000 Sq. Ft. (2,009 Carpeted and 522 Tiled)
757 E. Fabyan Pkwy., Geneva, IL**

Estimated Number of Employees – 11

1-Crew

Crew Days of Service: Monday, Wednesday, and Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

**Location #12 – ELGIN COURT SERVICES – 4,000 Sq. Ft. (3,300 Carpeted and 700 Tiled)
80 S. Grove Ave., Elgin, IL**

Estimated Number of Employees – 22

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #13 – DIVISION OF TRANSPORTATION – 20,555 Sq. Ft. Combined

41W011 Burlington Rd., St. Charles, IL Estimated Number of Employees - 63

1-Crew

The Division of Transportation location consists of three (3) buildings with approximately 20,555 square feet of serviceable area. The boiler and furnace rooms and stairways are to be included in the area to be cleaned, but are not represented in the square footage listed below.

Building A	14,500 Sq. Ft. (10,600 Carpeted)
Building B	4,055 Sq. Ft. (2,500 Carpeted)
Building E	2,000 Sq. Ft. (300 Carpeted)

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.
- b. Monthly Burnishing.
- c. Monthly carpet cleaning.
- d. Semi-annual window cleaning.

Washrooms – 8 bathrooms with 10 toilets, 5 urinals, and 10 lavatories.

Location #14 – AURORA COURT SERVICES – 4,000 Sq. Ft. (3,600 Carpeted and 400 Tiled)

122 W. Downer Place, Aurora, IL

Estimated Number of Employees – 23

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #15 – HEALTH DEPARTMENT – 20,000 Sq. Ft. (12,722 Carpeted & 3,448 Tiled)

1240 Highland Ave., Aurora, IL

Estimated Number of Employees (Combined) – 64

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #16 – HEALTH DEPARTMENT ELGIN – 2,250 Sq. Ft. (All Carpet)
1750 Grandstand Place, Elgin, IL

1-Crew

Crew Days of Service: Monday, Wednesday and Friday

Crew Cleaning Hours: Start time 4:30 p.m.

Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

III. BID RESPONSE

A. Price by Location

The bid prices listed for each location on the Offer to Contract Form in Sections III.A and III.B shall be for the days and hours listed in these specifications for an entire month and then year.

B. Additional Personnel

Additional hours may be required throughout the year to cover County absences and vacations, or additional services that are not stated or covered in this specification. Contractor shall provide pricing in Sections III.A and III.B in the Offer to Contract Form. The Contractor will only charge Kane County for the hours that their personnel are on site. Schedule and hour requirements are to be determined by County staff, which may be between 5 a.m. – 11 p.m., or as needed. The County shall be billed at an hourly rate.

C. Branch Court Seating Reconfiguration

Table and chair set-up and breakdown in court room as requested by County. The room may be setup in several different configurations for after hours meetings, we are requesting a per hour fee (extra) to change the room from the "Courtroom" setting to the requested layout and then back to the "Courtroom" setting before the crew finishes cleaning for the evening. The Contractor will be responsible for securing the building after each evening meeting. Please enter the per hour fee for said service on the Offer to Contract Form at the end of Section III.B.

D. Carpet Cleaning

Bid pricing for carpet cleaning services for all Kane County buildings shall be quoted by the square foot in Section III.C on the Offer to Contract Form. If awarded, these services may be awarded separately.

1. The Contractor shall employ the method known as Steam Extraction. The Contractor shall also demonstrate to the satisfaction of the Kane County designee, that their equipment meets the following requirements.
 - a. Extraction equipment maintains minimum of 450-PSI water pressure.
 - b. Extraction equipment maintains a working temperature of a minimum of 180 degrees Fahrenheit.
 - c. The Contractor possesses all required tools, equipment, and attachments from trim work, steps, and upholstery. Main cleaning to be performed with a 60 lb. wand. Scratch wands will be permitted for trim work only.
 - d. Contractor to demonstrate the chemicals they will use in the cleaning process, including extraction fluids, spotting agents, and soil retardants.

In the course of the cleaning the Contractor shall be responsible for the moving of minor pieces of furniture to insure complete cleaning. Before extracting, the Contractor shall pre-treat and remove to the best of his ability all spots, stains, or foreign materials from the carpeting. Rotary pad cleaning for spotting, as well as large area cleaning, will not be permitted. Contractor shall test in a remote area, his spotting chemicals to insure that no damage or staining will occur through his use of materials.

E. Stripping and Waxing

Bid pricing for stripping and waxing of tiled floors for all Kane County buildings shall be quoted on the Offer to Contract Form in Section III.C by the square foot and based on the application of three (3) coats of wax. If awarded, these services may be awarded separately.

Waxing and polishing will be accomplished by using a thin, even coat of wax. Floors will be bright and clean under furniture as well as in any walk areas. Wax or polish will not be allowed to dry on any wall bases. There will be no build up of wax residue, or dirt along edges or in corners of any hallways or rooms (including washrooms) allowed. A non-skid wax is to be used.

IV. CONTRACT

A. Contract Terms:

This will be a two (2) year contract with mutual option to extend for additional three (3) one (1) year renewals. This contract is contingent on the appropriation of sufficient funds, Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands.

B. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be give 30 days notice of intent to cancel.

C. Termination for Clause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. 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.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to offset for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

D. Complaint and Dispute Resolutions:

The contractor and/or his supervision shall meet with the Custodial Supervisor, Facilities Manager, or other County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern. For Kane County, the Contractor shall faithfully perform all work as set forth in these specifications. If the contractor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the contractor and the Facilities Manager, or other appointed designate, the dispute may be resolved by Kane County Director of Purchasing.

E. Performance Based Contract:

The County of Kane has embraced the concept of Performance Based Contracting (PBC). The Contractor's performance will be based on evaluation of work during the course of the contract term. Included in these specifications is the Contractor's Performance Evaluation form. Unsatisfactory performance by the Contractor can result in the loss of contractual obligation with the County, if the unsatisfactory performance is not rectified. The termination of the contract will be without penalty by the County. The principal of PBC, however, does not negate the right of the County to terminate the contract under the standard terms and conditions covering "contract termination" herein.

There will be a probationary three-month period. The first evaluation will be performed thirty days after the service start date. The scoring range shall be between 3.0 and 5.0 to maintain the contract with the County. Reviews, following the probationary period will follow a prescribed pattern. The reviews will occur not more frequently than weekly or less often than every six weeks.

V. PRE-BID MEETING

A ONE-TIME (1) Pre-Bid Site-Meeting will be held on Tuesday, July 19, 2010 at 10 a.m. at the Kane County Judicial Center at 37W777 Rt. 38 St. Charles, IL 60175 (Lower Level Cafeteria).

VI. RESPONSE INSTRUCTIONS

An original bid response, marked as "original" (with submittal requirements) and two (2) complete copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**31-011 JANITORIAL CLEANING SERVICES.**" Your Bid may be mailed or hand delivered as follows:

County of Kane
Purchasing Department, Building (A)
719 South Batavia Ave., Geneva, IL 60134



CERTIFICATE OF LIABILITY INSURANCE

GSFSA-1

OP ID: TB

DATE (MM/DD/YYYY)

11/13/12

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 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 Tobias Insurance Group, Inc HQ 9247 N. Meridian St. Ste. 300 Indianapolis, IN 46260 Thomas L. Malcomb CIC	317-844-7759	CONTACT NAME:	
	317-844-9910	PHONE (A/C No. Ext):	FAX (A/C No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Group	24112
		INSURER B: Continental Casualty Co (CNA)	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CMM5567475	12/01/12	12/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CMM5567475	12/01/12	12/01/13	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	CMM5567475	12/01/12	12/01/13	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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 <input type="checkbox"/>	WCP5567889	12/01/12	12/01/13	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	THIRD PARTY CRIME		425266473(12)	12/01/12	12/01/13	LIMIT 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COUNTY OF KANE IS AN ADDITIONAL INSURED ON GENERAL LIABILITY, AUTOMOBILE LIABILITY AND EXCESS LIABILITY POLICIES.

RE: JANITORIAL SERVICE CONTRACT

CERTIFICATE HOLDER COUNKA COUNTY OF KANE KANE COUNTY GOVERNMENT CENTER PURCHASING DEPARTMENT 719 S. BATAVIA AVENUE, BLDG A GENEVA, IL 60134	CANCELLATION 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
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County of Kane
KANE COUNTY GOVERNMENT CENTER



November 5, 2013

RIDER

Extension of Contract for Janitorial Services
at County facilities

This RIDER made this 18th day of NOVEMBER 2013 is part of and is to be attached to the Offer to Contract for (BID 31-011 Janitorial Service) made on September 27, 2011, by and between County of Kane and Peterson Cleaning, Inc. for the provision of janitorial cleaning services at County facilities.

The County hereby requests and Peterson Cleaning, Inc. agrees to the extension of contract for an additional one (1) year of services with no cost increase. Cost for the janitorial cleaning services at each facility is to remain firm at \$192,348.00, as previously agreed upon original Offer to Contract signed and dated September 27, 2011 attached.

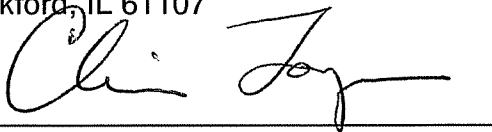
The new contract is commencing on December 1, 2013 and shall continue for one year, expiring on November 30, 2014.

The parties hereto mutually agree that the aforesaid Contract, of which this RIDER is made part of, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this RIDER specifically provided.



Mark A. Wild
Peterson Cleaning, Inc.
843 N. Madison St.
Rockford, IL 61107

11/18/2013
Date



Christopher J. Lauzen
Chairman, Kane County Board
Kane County
719 S. Batavia Ave.
Geneva, IL 60134

12-6-13
Date

ORIGINAL

31-011 Janitorial Cleaning Services
Offer to Contract Form – Page 1

OFFER TO CONTRACT
For
BID 31-011 Janitorial Cleaning Services

Bid Due Date & Time: July 26, 2011 at 2 p.m.

To: County of Kane (Purchasing Department)
Kane County Government Center, Bldg. A.
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: PETERSON CLEANING, INC.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
 1. The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders and specifications.
 1. *The Vendor has examined the Contractor Disclosure section of the Instruction to Bidders, and has included or provided a document listing all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent.*
 2. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
 - A. All bid documents have been examined: Instructions to Bidder, Scope of Work, including the Specifications and the following addenda:

No. _____, No. _____, No. _____, (Contractor to acknowledge addenda here.)
 - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations, as Contractor deems necessary.
 - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.
 - D. Work will be accomplished in accordance with the Contract Document.

ORIGINAL

31-011 Janitorial Cleaning Services
Offer to Contract Form - Page 2

III. MAIN BID:

A. PART 1:

Building Location	Cost Per Month	Annual Cost
Location #1 - <u>Judicial Center</u> 37W777 Rt. 38, Rt., St. Charles, IL	\$ 7476.	\$ 89712.
Location #2 - <u>Juvenile Justice Center</u> 37W655 Rt. 38, St. Charles, IL	\$ 5104.	\$ 61248.
Location #3 - <u>Sheriff's Department</u> 37W755 Rt. 38, St. Charles, IL	\$ 2552.	\$ 30624.
Total Part #1		181584
Cost of additional personnel	Per Hour	\$ 16.

B. PART 2:

Building Location	Cost Per Month	Annual Cost
Location #4 - Government Center (All Buildings) 719 S. Batavia Ave., Geneva, IL	\$ 4636.	\$ 55632.
Location #5 - 3 rd Street Courthouse 3 rd and James St., Geneva, IL	2716.	32592.
Location #6 - Public Defenders Office 401 Campbell St., Geneva, IL	200.	2400.
Location #7 - Child Advocacy Center 427 Campbell St., Geneva, IL	208.	2496.
Location #8 - Child Advocacy Center 428 James St., Geneva, IL	323.	3876.
Location #9 - 6 th Street R.O.E. Building 210 S. 6 th St., Geneva, IL	1650.	19800.
Location #10 - Circuit Clerk Building/Branch Court 540 S. Randall Rd., St. Charles, IL	2716.	32592.
Location #11 - Diagnostic Center 757 E. Fabyan Pkwy., Geneva, IL	352.	4224.
Location #12 - Court Services 80 S. Grove Ave., Elgin, IL	139.	1668.
Location #13 - Division of Transportation (All Buildings) 41W011 Burlington Rd. St. Charles, IL	1386.	16632.
Location #14 - Court Services 122 W. Downer Place Aurora, IL	139.	1668.
Location #15 - Health Department 1240 N. Highland Ave., Aurora, IL	1408.	16896.
Location #16 - Health Department 1750 Grandstand Place, Elgin, IL	156.	1872.
Total Part #2		192348.
Cost of additional personnel	Per Hour	\$ 16.
Fee to setup and breakdown table and chairs in the Branch Court.	Per hour	\$ 16.


ORIGINAL

31-011 Janitorial Cleaning Services
Offer to Contract Form - Page 3

C. Optional Services: (as per specifications and may be awarded separately)

Optional Services	Unit Cost Per Sq. Ft.
Carpet cleaning	.10
Stripping and waxing of tiled floors	.20

By signing this Bid, the Offeror hereby certifies that they are not barred from Bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. THIS SECTION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE.

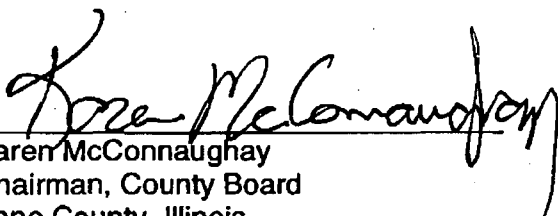
Signature  Typed Signature MARK A. WILD
Company PETERSON CLEANING, INC.
Address 843 N. MADISON ST., ROCKFORD, IL 61107
Phone # 815 961-1300 Fax # 815 961-1190
Federal I.D./Social Security # 36-4296127 Date 7/25/11

ACCEPTANCE

The Offer is hereby accepted for: County Janitorial Services

The Contractor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the Contractor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **31-011**. The Contractor has been cautioned not to commence any billable work or to provide any supplies or services until said Contractor receives a purchase order and or notice to proceed.

 9/27/11
Karen McConaughay
Chairman, County Board
Kane County, Illinois
Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LB

DATE (MM/DD/YYYY)

09/01/11

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 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 Williams-Manny, Inc. P O Box 5466 556 S. Perryville Rd. Rockford, IL 61125-0466 Juanita F. Woelky, CPCU, CIC		815-398-6800 815-398-1733	CONTACT NAME: PHONE (A/C No. Ext.): FAX (A/C No.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID # PETER01
INSURED Peterson Cleaning, Inc. PCI Services Inc DBA 843 N. Madison St. Rockford, IL 61107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual Insurance		15350
	INSURER B: Twin City Fire Insurance Co		29459
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CPA1442285	07/01/11	07/01/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		CPA1442285	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUA1086526	07/01/11	07/01/12	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	83WEVY4714	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is Additional Insured on the GL and Auto. Umbrella is following form.

CERTIFICATE HOLDER

KANEC02

Kane County
Purchasing Department
Kane County Government
719 S. Batavia Ave., Bldg A
Geneva, IL 60134

CANCELLATION

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

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INSTRUCTIONS TO BIDDERS

COUNTY OF KANE COMPETITIVE SELECTION PROCEDURE - BID TERMS AND CONDITIONS

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Sealed bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids shall be rejected and returned unopened to the sender. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has ninety (90) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.
7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.
10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per Illinois Revised Statutes, Chapter 120, Paragraph 441: Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.
16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.
17. **INDEMNIFICATION.** The Seller shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Contractor and/or Servicer's and/or Seller (as case may be), agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Contractor's and/or Servicer's and/or Seller's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Contractor's and/or Servicer's and /or Seller's performance of this contract and Contractor's and/or Seller's violation of any of the terms and conditions of this Agreement, and from the Contractor's and/or Servicer's and/or Seller's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Contractor's and/or Servicer's and/or Seller's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Seller with any or all losses incurred.
19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.
20. **WARRANTY.** Seller warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Seller warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Seller or require correction or replacement of the item at the time the defect is discovered, all at the Seller's risk and expense. Acceptance shall not relieve the Seller of its responsibility.

Contractor and/or Seller (as case may be) expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Contractor and/or Seller (as case may be) agrees that these warranties shall run to Kane County, its successor, assigns, customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

21. **REGULATORY COMPLIANCE.** Seller represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Seller shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

The equal employment opportunity clause required by the Illinois Fair Employment Practices Commission is hereby incorporated by reference in all contract made by the county of and in all bid specifications therefore furnished by the county to all bidders, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status.

We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, creed, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, or any other legally protected status. (Res.No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; 05-303, 09-23-05) State law references--Fair Employment Practices Act, Ill. Rev.Stat. Ch. 48, Sec.851 et seq.; requirements for public contracts, Ill. Rev. Stat. Ch. 48, Sec. 854.

23. **PREVAILING WAGE RATES**

WHEREAS, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work.

PREVAILING WAGE ACT AMENDMENT: HB-1855 (PA 095-0635) amends the Prevailing Wage Act and requires Public Works contractors, before work commences, to file with the Public Body, certification that they have a substance abuse program and provide drug testing. This Act applies to a contract to perform work on a public works project for which bids are opened on or after January 1, 2008, or if bids are not solicited for the contract to perform such work entered into on or after

January 1, 2008. The provisions of this Act apply only to the extent there is no collective bargaining agreement in effect dealing with the subject matter of this Act.

Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/ldol/>. Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Geneva, Illinois.

Any contact within the purview of this resolution or of the Illinois Prevailing Wage Act shall provide that any contractor will employ apprentices who are properly indentured into a **Joint Apprenticeship Training Program** which is registered and certified with the United States Department of Labor, Bureau of Apprenticeship and Training. Failure to comply with the request for information or documentation will be construed as a material breach of the contract enabling the County to terminate the contract, seek forfeiture of any performance bond, and proceed with any other remedy against the contractor at law or inequity.

24. **ROYALTIES AND PATENTS.** Seller shall pay all royalties and license fees. Seller shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.

25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.

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

27. **CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY**

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.

b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or - Combined Single Limit	\$1,000,000

i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.

c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

e) Umbrella Liability:

Aggregate Limits	\$2,000,000
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Vendor to furnish a copy of the Endorsement showing Kane County, as an additional named insured on the General Liability, Auto, and Excess policies.

The Contractor shall cease operations on the project if the insurance is cancelled or reduced below the required amount of coverage.

28. **CONTRACTOR DISCLOSURE**

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
 - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
 - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.
 - (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

STATEMENT OF WORK

For

Janitorial Cleaning Services

OVERVIEW

The County of Kane is seeking to retain the services from at least two (2) qualified and experienced Contractors for complete janitorial cleaning and incidental services at various Kane County building locations.

One Contractor (PART 1) will be responsible for the Judicial Center Complex (Judicial Center, Sheriff's Office and Juvenile Justice Center) and the other Contractor (PART2) will be responsible for the remaining Kane County Locations. This will be a two (2) year contract with an option for three (3) mutually agreed upon one (1) year contract renewals.

I. SPECIFICATIONS

A. GENERAL

The Contractor is responsible for all square footage measurements of flooring and office space at all building locations, the numbers listed in these specifications are estimates only.

Janitorial cleaning services include, but are not limited to:

1. General Cleaning (public and private areas)
2. Cleaning/Sanitizing restrooms
3. Sweeping
4. Dusting
5. Vacuuming
6. Steam cleaning
7. Mopping
8. Opening and closing of certain buildings
9. Snow removal (shoveling)
10. Salt spreading (walkways)

B. CLEANING STANDARDS AND WORKMANSHIP

The Contractor shall offer high quality cleaning services, and reliable personnel and management team. Cleaning procedures/techniques, and workmanship, must meet or exceed acceptable industry standard.

Applying the most effective, efficient, and productive ways of accomplishing tasks and meeting the County's objective, at a reasonable cost is imperative and essence of this contract.

NOTE:

Cleaning standards, workmanship, and all daily, weekly, and monthly cleaning schedules as well as project work (i.e. carpet cleaning, floor stripping & waxing, etc.) shall be followed as stated in these Requirements & Specifications.

3. CLEANING EXPECTATIONS

1. A satisfactory floor shall be free of dust, debris, streaks or marks, and will not have dirt in the corners, behind doors, or under furniture. The use of vacuuming equipment and/or treated dust mops will be used to keep floors clean.
2. A satisfactory office cleaning shall be free of dust, insects and cobwebs on all surfaces including, but not limited to; desks, chairs, office equipment, shelving, picture frames, ledges, molding, sills, radiators, vents and etc. Glass partitions shall be free of streaks and smudges.
3. Satisfactory restroom cleaning shall be cleaned, sanitized and free of dust or cobwebs, flooring shall be mopped, streak free and free of any debris, sinks and toilets cleaned and sanitized. Soap dispensers and all paper products shall be properly stocked. Glass partitions and mirrors shall be free of streaks and smudges. The Daily Restroom Cleaning Checklist shall be completed and posted daily in each restroom.
4. Satisfactory public areas shall be free of dust and cobwebs. The flooring shall be free of debris, streaks, smears, salt residue and dirt.
5. Satisfactory wet mopping will present a clean floor free of streaks, smears, and dried dirt. Safe, all-purpose detergents will be used on all hard/resilient flooring.

C. CONTRACTORS QUALIFICATIONS

The Contractor shall have at least three (3) years of experience in providing janitorial cleaning services for projects over 150,000 square feet in size.

D. CONTRACTORS REQUIREMENTS

1. The Contractor will determine the number of man hours (crew) and supervisory hours necessary to provide the specified services. The cost of equipment and supplies necessary to provide the necessary services are to be included in the bid price. All work is to be done Monday through Friday (except holidays when the County offices are closed), hours will vary by location. If there is a need for work outside of the approved timeframes it shall be approved by Kane County staff before commencing work.
2. The Contractor shall have at least one (1) employee, experienced (at least one (1) year janitorial experience required) in custodial and janitorial cleaning services on-site during the cleaning process at all locations. The Contractor's working supervisor shall schedule and coordinate all services and functions as required by the contract and as specified in these specifications.
3. The Contractor shall provide staffing that can communicate verbally with County staff.
4. The Contractor's personnel shall also be of a physical stature to help with snow removal (shoveling) and the salting of walkways.
5. The Contractor and/or his designated supervisor shall be available daily for reviews, complaints, special instructions, etc. All complaints received shall be rectified within one (1) work day.

6. The Contractor shall employ NO subcontractors on this project.
7. The Contractor shall provide a complete list of personnel that will be employed by the Contractor on this project. The list shall provide the following for each employee:
 - a. Name.
 - b. Drivers license number and issuing state.
8. The Contractor shall employ only competent and skilled personnel who are clean and neat in appearance.

E. PERSONNEL REQUIREMENTS

It shall be mandatory for the contractor to maintain personnel levels at all times regardless of sickness, vacation, etc., in order to maintain a full working staff.

1. The Contractor's personnel shall be responsible for opening/unlocking and closing/locking-up, arming/disarming building alarms as defined in these specifications, and other duties upon request.
2. All employees will be required to wear Contractor supplied uniforms, and display County supplied ID badges while in any of the Kane County facilities. There will be a five (5) dollar charge for every ID obtained through the County. Kane County requires a valid driver's license or state issued identification card to obtain a County issued ID.
3. The Contractor's personnel shall be responsible for moving any minor pieces of furniture to insure complete cleaning.
4. It is the responsibility of the Contractor's personnel to empty all wastebaskets, including recyclables as instructed by Kane County building management, into the master containers. This includes any area, which may contain recycling bins. Recycling bins shall be emptied into proper recycling dumpster daily.
 - a. It is the responsibility of the Contractor to supply all trash liners.

F. DAY PORTER PERSONNEL REQUIREMENTS

Day Porter personnel shall provide the same services as listed within this specification along with the additional duties listed below:

1. Monitor all exterior entrances for debris, cobwebs.
2. Keep lobbies clean and free from debris.
3. Spot wash partition glass, doors, and frames throughout the building.
4. Monitor all restrooms for a clean and orderly appearance, along with monitoring and filling dispensers.
5. Monitor lunchroom for a clean and orderly appearance.
6. Shovel snow and salt walks.
7. Monitor all public areas, waiting rooms etc. to keep neat.
8. Any other duties as directed by authorized Kane County personnel.

9. Day Porters shall have the ability to effectively communicate with County staff.
10. Day Porter duties shall be at the direction of Kane County building maintenance staff.
11. Day Porters shall be scheduled for 40 hours per week, Kane County building maintenance staff will establish the schedules for all Day Porters.

G. CRIMINAL BACKGROUND HISTORY CHECKS

The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by County before the employee may start work.

1. The criminal background history checks will include, but are not limited to the following:
 - a. Check of wants and warrants in Illinois.
 - b. Check of wants and warrants through the National Computer System (NCIC).
 - c. Check of Computerized Criminal History (CCH).
2. If requested to do so, any employee of the Contractor assigned to this project will submit to be finger printed by the County.
3. The County of Kane reserves the right to not allow personnel of the Contractor onto any County premises if a criminal background check reveals a positive response.
4. At no time will the Contractor be able to employ personnel to work in any County building, without prior approval from Kane County.

H. SECURITY

Kane County has several high security buildings. All personnel will have to enter and exit these buildings through the specified entry/exit points. In addition, all personnel will have to pass through metal detectors in order to enter these high security buildings.

All windows, entrance doors, and internal doors shall be secured at all times during work periods. The Contractor shall also see that their employees have lights on ONLY in areas where cleaning is in progress.

The Contractor shall provide a sign in and out log for their employees for each location.

I. SUPPLIES AND EQUIPMENT

1. The Contractor shall supply a list of all power tools, machines and equipment, cleaning chemicals, labor, and supervision necessary to perform all of the work specified. (This includes carpet cleaners, vacuum cleaners, pressure washers, buffers, and steam cleaning equipment, etc.) Only industrial grade supplies and equipment shall be used.

2. The Contractor is responsible for the cost of all supplies (including trash liners) and equipment needed to satisfy these specifications. The Contractor shall provide a list of janitorial supplies to be reviewed by Kane County. Kane County reserves the right to decide whether or not the janitorial supplies used at any Kane County facility are acceptable. Use of unacceptable janitorial supplies or equipment will not be allowed.
3. All equipment will be maintained by the Contractor in optimum working order. Spare equipment must be available for replacement of units in need of repair within twenty-four (24) hours. In addition, all power extension cords are to be well maintained and kept in good working order without loose connections and meet the approval of Kane County.
4. Kane County, will supply all paper products for dispensing machines (toilet paper, paper towels), hand washing soap for dispensers, sanitary products for dispensing machines, and necessary wash room deodorizers. It will be the responsibility of the Contractor's personnel to fill all dispensers. Some dispensers will only be accessible at night (Holding Cells at the JC); therefore the Contractor's night time personnel will be responsible for maintaining and refilling these units.

J. SAFETY

Maintaining a safe working environment for the safety of the public and all County employees are imperative.

1. The Contractor shall provide Kane County with **MATERIAL SAFETY DATA SHEETS** (MSDS) for all chemicals that will be used in each facility.
2. The cleaning supplies used by the Contractor shall not cause any offensive odors either to the general public or county employees while cleaning or after cleaning is completed.
3. Equipment and storage areas will be kept orderly and clean. Storage areas will be kept free of hazardous materials of a combustible nature. Removal of empty containers (boxes, cartons, etc.) from all areas shall be performed on a daily basis.
4. All supplies, equipment, and machineries (vacuums, buffers, etc.) shall be kept out of traffic aisles and other areas where they might be deemed hazardous, and secured at the end of each work period in storage areas provided for this purpose.
5. Cloths, mops, or brushes containing residues of wax or other combustible material and subject to spontaneous ignition will be discarded properly daily. All waste resulting from work under this contract will be disposed of daily.
6. On occasion when floors have water or fresh wax on them, appropriate signage shall be used to inform the public of the hazard.
7. It shall be the Contractor's responsibility to notify County staff of any unsafe conditions that their janitorial staff may encounter.

K. TRAINING

The Contractor shall be responsible for the instruction and training of all personnel in the proper work methods and procedures before beginning work. The Contractor shall also be responsible for the proper training in dealing with biohazards and bloodborne pathogens meeting **Occupational Safety and Health Administration (OSHA)** requirements.

L. KANE COUNTY BUILDING LOCATIONS

County of Kane is requesting that the Contractor provide services to following Kane County office/building locations. The following is a list of addresses for each location. Each location is to be maintained at the highest level of consistent service for the entire term of the contract.

Kane County Office/Building Locations

PART #1			
#1	Kane County Judicial Center 37W777 Rt. 38 St. Charles, IL 60175	#2	Juvenile Justice Center 37W655 Rt. 38 St. Charles, IL 60175
#3	Sheriff's Department 37W755 Rt. 38 St. Charles, IL 60175		
PART #2			
#4	Kane County Government Center 719 S. Batavia Ave. Geneva, IL 60134	#5	3 rd Street Courthouse 3 rd St. and James St. Geneva, IL 60134
#6	Public Defenders Office 401 Campbell St. Geneva, IL 60134	#7	Child Advocacy Center 427 Campbell St. Geneva, IL 60134
#8	Child Advocacy Center 428 James St. Geneva, IL 60134	#9	6 th Street R.O.E. Building 210 S. 6 th St. Geneva, IL 60134
#10	Circuit Clerk/Branch Court 530/540 S. Randall Rd. St. Charles, IL 60174	#11	Diagnostic Center 757 E. Fabyan Pkwy. Geneva, IL 60134
#12	Court Services – Elgin 80 S. Grove Ave. Elgin, IL 60120	#13	Division of Transportation Complex 41W011 Burlington Rd. St. Charles, IL 60175
#14	Court Services – Aurora 122 W. Downer Place Aurora, IL 60506	#15	Health Department – Main 1240 N. Highland Ave. Aurora, IL 60506
#16	Health Department – Elgin 1750 Grandstand Place Elgin, IL 60120		

TASK SCHEDULE A

Regular Services					
1. General, Private Offices, Lobby, Lounge.	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Empty wastebaskets, both inside and outside by entrances.	X				
Dust all furniture, including desks, chairs, and tables.	X				
Dust all exposed filing cabinets, bookcases, shelves.	X				
Dust all telephones.		X			
Clean and sanitize telephones.		X			
Clean and sanitize drinking fountains.	X				
Low dust all horizontal surfaces to hand height (70") including sills, ledges, shelves, picture frames, etc..		X			
High and low dust all horizontal surfaces, including shelves, moldings, and ledges.		X			
Spot clean desk tops – IF CLEARED.	X				
Spot clean reception lobby glass including front door and any other partition or door glass.	X				
Clean entire interior glass in partitions and doors.	X				
Dust venetian blinds.			X		
Remove dust and cobwebs from ceiling area.		X			
Dust mop resilient and hard floors or vacuum carpeted floors in traffic lanes only.	X				
Damp mop resilient and hard floors or vacuum carpeted floors in their entirety.		X			
Vacuum furniture.			X		
Spot clean furniture.					X
Regular Services					
2. Washrooms	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Clean sanitize and polish all vitreous fixtures including toilet bowls, urinals, and hand basins.	X				
Clean all glass and mirrors.	X				
Empty all containers and disposals, insert liners as required, spot clean and sanitize container.	X				
Empty and sanitize interior of sanitary container.	X				
Spot clean all walls, doors, and partitions.	X				
Refill all dispensers to normal limits – napkins, soap, tissue, towel, liners, seat holders, cups.	X				
Low dust (below 36") and high dust (above 72") all horizontal surfaces.	X				
Sweep, damp mop, and sanitize hard floor.	X				

TASK SCHEDULE A					
Regular Services	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
3. Eating Areas					
Damp clean and sanitize table tops, seats, and backs of chairs.	X				
Damp clean pedestals or legs.		X			
Clean, polish and refill napkin holders.	X				
Empty all containers. Spot clean exterior and interior of all containers.	X				
Clean and sanitize drinking fountains.	X				
Spot clean doors, frames, light switches, kick and push plates, handles, walls and interior glass.	X				
Low dust (below 36") and high dust (above 72") all horizontal surfaces.		X			
Clean entire interior glass in partitions and doors.	X				
Dust and damp mop resilient and hard floors.	X				
Vacuum carpeted floors in their entirety.	X				
Floors	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
4. Resilient, hard and carpets.					
Spot clean with a damp mop.	X				
Scrub to remove scuff and heel marks, refinish to maintain protective coating and gloss.					X
Strip, clean, refinish and machine polish.					X
Shampoo and extract carpets.					X
Windows	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Clean Inside – Office				(X) KDOT	X
Clean outside - Office				(X) KDOT	X
General	Daily	Weekly	Monthly	Semi-Annually	As Directed (extra cost)
Notify building contact of any irregularities (i.e. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies).	X				
Turn off all lights except those to be left on, close windows and lock all doors, report evacuation of building to security organization.	X				
Customer service visit.		X			
Formal customer review.			Quarterly		
Review/check communication log.	X				

II. MAIN BID:

A. PART 1

Location #1 – JUDICIAL CENTER – 85,000 Sq. Ft. (37,200 Carpeted and 15,577 Tiled)
37W777 Rt. 38, St. Charles, IL

The estimated square foot total for the entire Judicial Center is 170,000 square feet. This total includes the penthouse and the boiler room, neither of which requires janitorial services.

Estimated Number of Employees – 241

1-Day Porter

1-Crew

Day Porter: Monday thru Friday
Day Porter Hours of Service: 8 a.m. to 4:30 p.m.
Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: 5 p.m. – 9:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Trash only emptied three (3) days per week (except public restrooms and cafeteria).
- b. Vacuuming of carpets and mopping of hard surfaces three (3) days per week.
- c. Spot clean carpet stains as necessary.

Washrooms – approx. 56

Location #2 – JUVENILE JUSTICE CENTER – 67,000 Sq. Ft. (5,000 Carpeted)
37W655 Rt. 38, St. Charles, IL

Estimated Number of Employees – 68

2-Day Porters

Day Porters: Monday thru Friday
Day Porters Hours of Service: 7 a.m. to 3:30 p.m.
Required Tasks: See Task Schedule A

Includes 94 cells and 12 showers.

Task Schedule A: Exceptions

- a. Hallways burnished one (1) time per month.

Location #3 – SHERIFF'S OFFICE – 84,000 Sq. Ft. (25,000 Carpeted and 25,000 Tiled)
37W755 Rt. 38, St. Charles, IL

Estimated Number of Employees – 114

1-Day Porter

Day Porter Days of Service: Monday thru Friday
Day Porters Hours of Service: 7 a.m. to 3:30 p.m.
Required Tasks: See Task Schedule A

B. PART 2

Location #4 – GOVERNMENT CENTER – 92,000 Sq. Ft. Combined
719 S. Batavia Ave., Geneva, IL

Estimated Number of Employees – 281

2-Crews (1-A.M. Crew and 1-P.M. Crew)

Building A	43,486 Square Feet (27,622 Carpeted and 2,861 Tiled)
Building B	10,000 Square Feet (10,329 Carpeted and 5,894 Tiled)
Building C	22,015 Square Feet (13,016 Carpeted and 4,026 Tiled)
Building E	4,497 Square Feet (1,685 Carpeted)
Building I	11,696 Square Feet (4,768 Carpeted and 3,353 Tiled)

Crew Days of Service: Monday thru Friday.

A.M. Crew Cleaning Start Time: 5 a.m.

P.M. Crew Cleaning Finish Time: 11 p.m.

Required Tasks: See Task Schedule A.

Task Schedule A: Exceptions:

- a. A.M. Crew responsible for opening and disarming alarms in buildings A, B, and C at 5 a.m.
- b. A.M. Crew responsible for first and second floors in building A.
- c. P.M. Crew responsible for locking and arming alarms in buildings A, B, and C at 11 p.m.
- d. P.M. Crew responsible for third and fourth floors in building A.
- e. Trash only emptied three (3) days per week (except public restrooms and cafeteria, which is daily).
- f. Vacuuming of carpets and mopping of hard surfaces three (3) days per week.

Location #5 – 3rd STREET COURTHOUSE – 67,000 Sq. Ft. (50,000 Carpeted and 17,000 Tiled)
3rd and James St., Geneva, IL

Estimated Number of Employees – 30

1-Crew

Crew Days of Service: Monday thru Friday

Crew Cleaning Hours: Start time 6 a.m.

Required Tasks: See Task Schedule A

Location #6 – PUBLIC DEFENDERS OFFICE – 1,781 Sq. Ft. (1,520 Carpeted and 261 Tiled)
401 Campbell St., Geneva, IL

Estimated Number of Employees – 4

1-Crew

Crew Days of Service: Tuesday and Thursday

Crew Cleaning Hours: Start time 6 a.m.

Required Tasks: See Task Schedule A

Location #7 – CHILD ADVOCACY BUILDING – 4,300 Sq. Ft. (All Carpet)
427 Campbell St., Geneva, IL

Estimated Number of Employees (both CAC locations) – 16

1-Crew

Crew Days of Service: Monday, Wednesday, and Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #8 - CHILD ADVOCACY BUILDING – 7,200. Sq. Ft. (7,000 Carpeted and 200 Tiled)
428 James St., Geneva, IL

1-Crew

Crew Days of Service: Tuesday and Thursday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #9 – 6th STREET R.O.E. BUILDING–24,860 Sq. Ft. (18,000 Carpeted and 6,860 Tiled)
210 S. 6th St., Geneva, IL

Estimated Number of Employees – 37

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Location #10 – CIRCUIT CLERK/BRANCH COURT–74,000 Sq. Ft.
530/540 S. Randall Rd., St. Charles, IL

Estimated Number of Employees - 140

Circuit Clerk Section – 54,000 Sq. Ft. (25,864 Carpeted and 24,442 Tiled)
530 S. Randall Rd.

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 6 a.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Carpets as spot cleaned as needed.

**BRANCH COURT/Conference Center Section–22,000 Sq. Ft. (11,827 Carpeted & 9,469 Tiled)
540 S. Randall Rd.**

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 2:30 p.m.
Finish time, after last event
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions-

- a. Crew responsible for locking and arming alarms in building when the cleaning process has been completed after the last event.
- b. Machine buff all VCT flooring (weekly or as requested).
- c. Polish stainless steel columns daily.
- d. Table and chair set-up and breakdown in court room as requested by County. The room may be setup in several different configurations, we are requesting a per hour fee (extra) to change to room to the requested layout and then back to the "Courtroom" before the crew finishes cleaning for the evening.

**Location #11 – DIAGNOSTICS CENTER – 5,000 Sq. Ft. (2,009 Carpeted and 522 Tiled)
757 E. Fabyan Pkwy., Geneva, IL**

Estimated Number of Employees – 11

1-Crew

Crew Days of Service: Monday, Wednesday, and Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

**Location #12 – ELGIN COURT SERVICES – 4,000 Sq. Ft. (3,300 Carpeted and 700 Tiled)
80 S. Grove Ave., Elgin, IL**

Estimated Number of Employees – 22

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #13 – DIVISION OF TRANSPORTATION – 20,555 Sq. Ft. Combined

41W011 Burlington Rd., St. Charles, IL Estimated Number of Employees - 63

1-Crew

The Division of Transportation location consists of three (3) buildings with approximately **20,555** square feet of serviceable area. The boiler and furnace rooms and stairways are to be included in the area to be cleaned, but are not represented in the square footage listed below.

Building A	14,500 Sq. Ft. (10,600 Carpeted)
Building B	4,055 Sq. Ft. (2,500 Carpeted)
Building E	2,000 Sq. Ft. (300 Carpeted)

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.
- b. Monthly Burnishing.
- c. Monthly carpet cleaning.
- d. Semi-annual window cleaning.

Washrooms – 8 bathrooms with 10 toilets, 5 urinals, and 10 lavatories.

Location #14 – AURORA COURT SERVICES – 4,000 Sq. Ft. (3,600 Carpeted and 400 Tiled)

122 W. Downer Place, Aurora, IL

Estimated Number of Employees – 23

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #15 – HEALTH DEPARTMENT – 20,000 Sq. Ft. (12,722 Carpeted & 3,448 Tiled)

1240 Highland Ave., Aurora, IL

Estimated Number of Employees (Combined) – 64

1-Crew

Crew Days of Service: Monday thru Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

Location #16 – HEALTH DEPARTMENT ELGIN – 2,250 Sq. Ft. (All Carpet)
1750 Grandstand Place, Elgin, IL

1-Crew

Crew Days of Service: Monday, Wednesday and Friday
Crew Cleaning Hours: Start time 4:30 p.m.
Required Tasks: See Task Schedule A

Task Schedule A: Exceptions

- a. Crew responsible for locking and arming alarms in building after the cleaning process has been completed.

III. BID RESPONSE

A. Price by Location

The bid prices listed for each location on the Offer to Contract Form in Sections III.A and III.B shall be for the days and hours listed in these specifications for an entire month and then year.

B. Additional Personnel

Additional hours may be required throughout the year to cover County absences and vacations, or additional services that are not stated or covered in this specification. Contractor shall provide pricing in Sections III.A and III.B in the Offer to Contract Form. The Contractor will only charge Kane County for the hours that their personnel are on site. Schedule and hour requirements are to be determined by County staff, which may be between 5 a.m. – 11 p.m., or as needed. The County shall be billed at an hourly rate.

C. Branch Court Seating Reconfiguration

Table and chair set-up and breakdown in court room as requested by County. The room may be setup in several different configurations for after hours meetings, we are requesting a per hour fee (extra) to change the room from the "Courtroom" setting to the requested layout and then back to the "Courtroom" setting before the crew finishes cleaning for the evening. The Contractor will be responsible for securing the building after each evening meeting. Please enter the per hour fee for said service on the Offer to Contract Form at the end of Section III.B.

D. Carpet Cleaning

Bid pricing for carpet cleaning services for all Kane County buildings shall be quoted by the square foot in Section III.C on the Offer to Contract Form. If awarded, these services may be awarded separately.

1. The Contractor shall employ the method known as Steam Extraction. The Contractor shall also demonstrate to the satisfaction of the Kane County designee, that their equipment meets the following requirements.
 - a. Extraction equipment maintains minimum of 450-PSI water pressure.
 - b. Extraction equipment maintains a working temperature of a minimum of 180 degrees Fahrenheit.
 - c. The Contractor possesses all required tools, equipment, and attachments from trim work, steps, and upholstery. Main cleaning to be performed with a 60 lb. wand. Scratch wands will be permitted for trim work only.
 - d. Contractor to demonstrate the chemicals they will use in the cleaning process, including extraction fluids, spotting agents, and soil retardants.

In the course of the cleaning the Contractor shall be responsible for the moving of minor pieces of furniture to insure complete cleaning. Before extracting, the Contractor shall pre-treat and remove to the best of his ability all spots, stains, or foreign materials from the carpeting. Rotary pad cleaning for spotting, as well as large area cleaning, will not be permitted. Contractor shall test in a remote area, his spotting chemicals to insure that no damage or staining will occur through his use of materials.

E. Stripping and Waxing

Bid pricing for stripping and waxing of tiled floors for all Kane County buildings shall be quoted on the Offer to Contract Form in Section III.C by the square foot and based on the application of three (3) coats of wax. If awarded, these services may be awarded separately.

Waxing and polishing will be accomplished by using a thin, even coat of wax. Floors will be bright and clean under furniture as well as in any walk areas. Wax or polish will not be allowed to dry on any wall bases. There will be no build up of wax residue, or dirt along edges or in corners of any hallways or rooms (including washrooms) allowed. A non-skid wax is to be used.

IV. CONTRACT

A. Contract Terms:

This will be a two (2) year contract with mutual option to extend for additional three (3) one (1) year renewals. This contract is contingent on the appropriation of sufficient funds, Kane County reserves the right to renegotiate the scope of work to meet its budgetary demands.

B. Illinois Non-Appropriation Clause:

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be give 30 days notice of intent to cancel.

C. Termination for Clause:

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. 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.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to offset for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase. In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute.

Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

D. Complaint and Dispute Resolutions:

The contractor and/or his supervision shall meet with the Custodial Supervisor, Facilities Manager, or other County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern. For Kane County, the Contractor shall faithfully perform all work as set forth in these specifications. If the contractor fails to faithfully execute their work in accordance with the contract and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the contractor and the Facilities Manager, or other appointed designate, the dispute may be resolved by Kane County Director of Purchasing.

E. Performance Based Contract:

The County of Kane has embraced the concept of Performance Based Contracting (PBC). The Contractor's performance will be based on evaluation of work during the course of the contract term. Included in these specifications is the Contractor's Performance Evaluation form. Unsatisfactory performance by the Contractor can result in the loss of contractual obligation with the County, if the unsatisfactory performance is not rectified. The termination of the contract will be without penalty by the County. The principal of PBC, however, does not negate the right of the County to terminate the contract under the standard terms and conditions covering "contract termination" herein.

There will be a probationary three-month period. The first evaluation will be performed thirty days after the service start date. The scoring range shall be between 3.0 and 5.0 to maintain the contract with the County. Reviews, following the probationary period will follow a prescribed pattern. The reviews will occur not more frequently than weekly or less often than every six weeks.

V. PRE-BID MEETING

A ONE-TIME (1) Pre-Bid Site-Meeting will be held on Tuesday, July 19, 2010 at 10 a.m. at the Kane County Judicial Center at 37W777 Rt. 38 St. Charles, IL 60175 (Lower Level Cafeteria).

VI. RESPONSE INSTRUCTIONS

An original bid response, marked as "original" (with submittal requirements) and two (2) complete copies shall be returned in a sealed package or envelope bearing the name and address of the respondent and be labeled "**31-011 JANITORIAL CLEANING SERVICES.**" Your Bid may be mailed or hand delivered as follows:

County of Kane
Purchasing Department, Building (A)
719 South Batavia Ave., Geneva, IL 60134



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/13

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 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 Williams-Manny, Inc. P O Box 5466 555 S. Perryville Rd. Rockford, IL 61125-0466 Frank Haney	815-398-6800 815-398-1733	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Peterson Cleaning, Inc. PCI Services Inc DBA 843 N. Madison St. Rockford, IL 61107		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual Insurance INSURER B: ICW INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 15350

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA1442285	07/01/13	07/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			CPA1442285	07/01/13	07/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUA1086526	07/01/13	07/01/14	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000				
	DED <input checked="" type="checkbox"/>	RETENTION \$ 0					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			43698805	07/01/13	07/01/14	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> Y	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

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

Certificate Holder is Additional Insured on the GL and Auto. Umbrella is following form.

CERTIFICATE HOLDER

CANCELLATION

KANEC02 Kane County Purchasing Department Kane County Government 719 S. Batavia Ave., Bldg A Geneva, IL 60134	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
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