

Request for Proposal (RFP)
For
Municipal Facility Cleaning Services
For
The City of Lockport



City Facilities Included in Request:

Public Works & Engineering Building

17112 S. Prime Blvd.

Lockport, IL 60441

Central Square Building

222 E. 9th St.

Lockport, IL 60441

Due at 10:00 a.m.
On the 1st day of February, 2018

Request for Proposal
For
Municipal Facility Cleaning Services
For
The City of Lockport

I. Purpose:

The City of Lockport (“City”) is soliciting a Request for Proposal (“RFP”) from qualified Service Contractors to provide various facility cleaning services for the City. The City is asking experienced Service Contractors to submit a Proposal with their Qualifications and Pricing, as required in this RFP, to provide Cleaning Services for Municipal Facilities. It is the intent of the City to select one or more Service Contractors to provide Cleaning Services for the following Facilities:

1. Public Works and Engineering Building
17112 S. Prime Blvd.
Lockport, IL 60441
2. Central Square Building
222 E. 9th St.
Lockport, IL 60441

II. Proposal Provisions

- A. The successful Service Contractor (“Contractor”) shall take full responsibility for all aspects of facility Cleaning Services as generally and minimally set forth in this RFP.
- B. Once an agreement is entered into for the work described in this proposal, the agreement shall remain in force, uninterrupted, to the satisfaction and best interest of both parties. In the event either party feels that cancellation is necessary for any reason, a 30 day written notice will be filed by either party via certified mail.
- C. The prices quoted by the proposing firm, shall stay constant for a period of one (1) year from the time of the submitted proposal. Any price changes must be agreed upon by both parties prior to implementation and shall stay constant for a period of one (1) year from the time of implementation.
- D. Cleaning days, duration, and attention to building depend on each facility, as outlined further in the RFP.
- E. The proposal is also for a thorough first initial cleaning for all the facilities mentioned in this proposal. The additional fee associated with this cleaning is listed in the pricing section of this proposal.

- F. The City reserves the right to reject any or all proposals if it determines that the proposal is not responsive to the RFP.
- G. The City reserves the right to not hire any of the proposing firms, the right to stay with its existing cleaning firm, and the right to award a contract to more than one firm if it so chooses.
- H. All firms submitting proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination.
- I. Contractor Requirements:
 - 1. Contractor must demonstrate capacity to deliver high-quality service and strategy to maximize available resources. The City takes great pride in the care and upkeep of its municipal facilities.
 - 2. The Contractor should have no record of unsatisfactory performance. Contractors who are, or have been, seriously deficient in current or recent contract performance, with the exception of circumstances beyond the reasonable control of the Contractor, shall be presumed to be unable to meet this requirement.
 - 3. The Contractor shall provide the City with monthly invoices upon the completion of services.
 - 4. The Contractor shall assign a Project Manager who will meet with City staff on a quarterly basis.
 - 5. The contractor agrees to furnish labor, equipment, cleaning materials and supervision necessary to provide the services described in this proposal. All paper products, trash can liners, and hand soap shall be provided by the City. If contractor provides disposable supplies at any time, it is understood that the City will be invoiced for the cost of these materials.
 - 6. No subcontracting will be permitted unless approved by the designated representative of the City.
 - 7. The proposing Contractor agrees to follow all legal regulations regarding employment eligibility of its employees, including paying employees the prevailing wage rate.
 - 8. The contractor must provide the names and addresses of all employees that will work on City facilities. Each employee must submit to and pass standard background and drug screenings. Only employees that are listed and have passed the necessary screenings will be allowed to work on City Facilities.

9. Indemnification and Insurance:

- a. Contractor will indemnify and hold the City harmless from any and all liability, expense, judgment, suit, or cause of action for personal injury, death, or direct damage to tangible property which may accrue against the City to the extent it is caused by the negligence of Contractor, its subcontractors, or their employees or agents, while performing their duties under this Agreement.
- b. Contractor will provide the City a certificate of insurance prior to commencement of work, in the amount of \$1,000,000 General Liability, statutorily required Worker's Compensation coverage and \$2,000,000 Excess Liability.

III. Scope of Services

The following Scope of Work outlines the required tasks the Contractor is expected to perform and include in their quotes. Contractor shall perform all services provisioned under the contract in a skillful and competent manner.

A. Facility Locations and Contacts:

Tours must be completed at least 5 days prior to required proposal submission date. If a tour of the facilities is desired, please:

Brian Stone, Engineering Technician
(815) 838-0549 x2316
bstone@lockport.org

B. Cleaning Schedule:

Cleaning schedule will consist of the following Regular Cleaning Days:

1. Central Square Building regular cleaning days are 5 days per week, normally Monday through Friday, after 5:00 pm. On nights when meetings are taking place the cleaning routine will need to be adjusted to not disturb the meetings and to clean the meeting rooms after the meetings are over.
2. Public Works and Engineering Building will be cleaned 3 days per week. Regular cleaning days and times will be as follows:

Tuesday evening any time from 5:00 pm to 6:00 am Wednesday morning

Thursday evening any time from 5:00 pm to 6:00 am Friday morning

Sunday afternoon any time from 3:00 pm to 6:00 am Monday morning

C. Cleaning Tasks:

The cleaning tasks required to be performed include, but are not limited to, the following:

1. Regular Cleaning Day tasks (Both facilities):

- a. Vacuum all Carpets and Rugs and spot clean as necessary (Offices, Meeting Rooms, Hallways, and Entrances, etc.)
- b. Dust horizontal surfaces of desks, computers and related peripherals, countertops, tables, chairs, furnishings, book cases, shelving, filing cabinets, window and door frames, doors, etc.)
- c. Spot clean above mentioned areas and door jambs to remove smudges, spillage, beverage rings, etc.
- d. Sweep and mop all hard surface flooring (kitchen, lobby, lunch room, hallways, bathroom/locker rooms, copy/file rooms, closets, etc.)
- e. Empty all waste and recycle containers and place in appropriate dumpster. Sanitize each trash receptacle as needed. Replace bags in waste and recycle containers.
- f. Clean walls behind waste containers to remove over-spillage.
- g. Remove cobwebs throughout entire facility.
- h. Clean and disinfect bathrooms including, but not limited to, all commodes, urinals, sinks, counters, mirrors, floors, paper holders, partition walls and doors, hand dryers, faucets, flush valves, diaper changing stations, etc.
- i. Clean kitchen sink, faucet, countertops, coffee maker, coffee pots, and exterior of appliances and cabinets.
- j. On last cleaning day of the week, clean inside of microwave.
- k. Wash windows / glass in front lobby
- l. Wipe down and disinfect any regularly touched items and areas such as telephones, computers, printers, light switches, doors and handles, copy machines, etc.
- m. Refill all paper towel dispensers and soap containers.
- n. Refill all soap containers, paper products, toilet paper, paper towels, etc.
- o. Turn off all designated lights and lock doors upon leaving facility.

2. Additional Regular Cleaning Day Tasks/Locations (Central Square only):

The above cleaning tasks will be performed daily on the following areas at Central Square:

- a. Gymnasium (sweep and mop floor)
- b. Pre-school rooms
- c. Lobby bathrooms
- d. Hallway bathroom by pre-school rooms
- e. 2nd floor private bathroom
- f. 3rd floor private bathroom
- g. 3rd floor public bathrooms

3. Monthly Cleaning

The following shall be performed on a *monthly (12-times per year)* basis.

- a. Clean interior/exterior of all kitchen appliances.
- b. Wash both sides of all glass room partitions and inside of all exterior windows.
- c. Clean fire extinguisher cabinets.
- d. Dust / wipe down all vertical surfaces of office furniture, including desks, tables, chairs, file cabinets, etc.
- e. Clean all office furniture and work stations (vacuum fabric partitions).
- f. Clean all office equipment, calculators, copy machine, fax machine, etc.
- g. Wipe down all wall baseboards and trim.
- h. Dust window blinds and window sills.
- i. Edge vacuum carpets along baseboards, filing cabinets, and partition bases to remove dust build-up.
- j. Dust any exposed pipes and ductwork.
- k. Spot clean walls to remove spots and smudges.

4. Quarterly Cleaning

The following shall be performed on a *quarterly (4-times per year)* basis.

- a. Clean interior/exterior of all kitchen cabinets.
- b. Clean under and behind refrigerator and stove.
- c. Clean interior light fixtures
- d. Clean HVAC vents.

5. Semi-Annual Cleaning

The following shall be performed on a *semi-annual (twice per year)* basis.

- a. Clean all vertical and mini blinds.
- b. Clean all carpets.
- c. Clean outside of all exterior windows (spring/fall - Public Works and Engineering Building only)

6. Initial Thorough Cleaning

The Initial Thorough Cleaning includes, but is not limited to, all of the daily, monthly, quarterly, and semi-annual cleaning tasks listed in the RFP.

7. Emergency Cleaning

The Contractor shall be available for additional emergency cleaning as needed by the City. A separate price shall be listed for these types of events.

8. Holidays, Special events and Circumstances

The Contractor must be willing to adjust cleaning days and times on and around holidays, and for special events and circumstances. This could mean cleaning on Saturday or Sunday when necessary. An example event would be Mondays, from June through August, the Car Show ends at 8:30pm. The lobby, pre-school areas, and gymnasium cannot be cleaned until after the Car Show ends. The Contractor will adjust the cleaning schedule per the needs of the City.

D. Additional Work

The City may add to these specifications with the joint approval of the Contractor and the City. All modifications shall be in writing.

1. If the City requires additional work outside of these specifications, the Contractor shall perform all work at a competitive industry price.
2. Additional work may be added to the contract as the need arises. The Contractor shall perform all specified and approved additional work.
3. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment.

IV. Prohibited Interest:

No member, official, or employee of the City of Lockport during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IV. Instructions to Contractors:

A. Submittal Requirements

Prospective contractors interested in this RFP shall submit, at a minimum, the following information presented in a clear, comprehensive and concise manner, to illustrate the Contractor's capabilities and experience:

1. A cover letter signed by an authorized official stating the proposal presents a firm offer for a 120-day period.
2. Summary of the Contractor's general qualifications, background, number of employees, office location, etc.

3. List of the primary contact/Project Manager who would be assigned to the City.
4. A reference list of similar contracts that the contractor is currently servicing or has completed in the last five years.
5. A detailed work plan, quality control program, and any value-added services to be provided.
6. The proposed pricing schedule for services for each building.
 - a. The pricing proposal shall indicate the total fee for the work described in the RFP.
 - b. The total fee must be itemized by task, including Contractor staff time and hourly rates, and other direct costs.
 - c. The pricing proposal must include the fee for Initial Thorough Cleaning and a fee/rate for emergency cleaning.
 - d. The fee proposal shall be signed and dated by an individual authorized to bind the contracting firm.
7. Proposals must be received **no later than 10:00 a.m. on the 1st day of February, 2018** at Public Works and Engineering Facility located at 17112 S. Prime Boulevard, Lockport, IL 60441.

V. Tentative Schedule:

- A. RFP issued: **January 16, 2018**
- B. Deadline for Questions: **January 24, 2018**
- C. Deadline for Submittal of Proposals: **February 1, 2018**
- D. Completion of Selection Process (tentative): **March 1, 2018**
- E. City Council's Consideration and Approval (tentative): **March 21, 2018**

VI. Review and Selection Process:

The City will use the following general selection process to determine the most qualified Service Contractor firm(s) to serve the City:

- A. Interested firms will provide a written Proposal to the City based on the guidelines and information in this RFP.
- B. The firm(s) shall be duly licensed and certified to perform the Contractor services outlined in this RFP.
- C. The City may request firms to participate in an interview process to include (but not necessarily be limited to) an interview, the firm's pricing structure, a check of references, or any other follow-up activity deemed appropriate by the City.

- D. The City reserves the right to reject any and all proposals at any time; waive minor informalities in the screening process; and/or terminate the selection process.
- E. The City may check Company and personal references as a part of the review and selection process.

VII. Standard City Contract

Upon final selection of the Contractor(s) to be utilized by the City, each successful Contractor shall sign the City's Contract attached below prior to working on any facilities for the City. By submitting a Proposal for this RFP, the Contractor agrees to the language and terms contained in the below Contract.

[CONTRACT TO FOLLOW]

CONTRACT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF LOCKPORT, a Municipal Corporation, hereinafter referred to as the "CITY" and _____, (insert either a corporation, a partnership or an individual, doing business as _____), hereinafter referred to as "Contractor".

WITNESSETH:

In consideration of the mutual covenants and obligation herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Contractor agrees to provide services in accordance with any project Task Orders for (RFP or project name), issued by the CITY. The CITY reserves the right to independently bid any project as a result of a change order to the Contractor for the same pursuant to this Agreement.

2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule stated on each Task Order.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated as specified on each Work Order. Time is of the essence. Any extensions of any time must be agreed upon in writing by the parties hereto.

4. Contract Period. This Agreement shall commence January 1, 2018, and shall continue in full force and effect until January 1, 2021, unless sooner terminated as herein provided. In addition, at the option of the CITY, the Agreement may be extended for additional one (1) year periods. Pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to the contract end.

5. Early Termination by CITY/Notice. Notwithstanding the time periods contained herein, the CITY may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following address:

<u>Contractor</u>	<u>City</u>
_____	City of Lockport
_____	Director of Public Works and Engineering
_____	17112 S. Prime Blvd
	Lockport, IL 60441

In the event of any such early termination by the CITY, the Contractor shall be paid for services rendered prior to the date of termination subject only to the satisfactory performance of the Contractor's obligations under this Agreement. Such payment shall be the Contractor's sole right and remedy for such termination.

6. Insurance and Insurance Responsibility. The Contractor shall be responsible for the timely completion and the coordination of all services rendered by the Contractor, and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Contractor shall indemnify, save and hold harmless the City, its officers and employees, in accordance with Illinois law, from all damages whatsoever claimed by third parties against the City, and for the City's costs and reasonable attorney's fees arising directly or indirectly out of the Contractor's neglect performance of any of the services furnished under this Agreement. The Contractor shall maintain liability insurance

coverage of \$1,000,000 General Liability, statutorily required Worker's Compensation coverage and \$2,000,000 Excess Liability.

7. Compensation. In consideration of services to be performed pursuant to this Agreement, the City agrees to pay Contractor on a time and reimbursable direct cost basis designated in each Task Order as provided by the Contractor and agreed upon by the City. At the election of the City, such Task Order may contain a maximum fee, which shall be negotiated by the parties hereto for each such Task Order. Monthly partial payments based upon the Contractor's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Contractor's City-verified progress in completing the services to be performed pursuant to the Task Order and upon approval of the Contractor's direct reimbursable expenses. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, reports, invoices, and other services rendered by the Contractor shall become the sole property of the City. Copies of such shall be provided to the City in both paper and electronic copy in the quantity and specific format as requested by the City.

8. City Representative. The City will designate, prior to the commencement of work, its project representative who shall make, with the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

9. Monthly Report. Commencing thirty (30) days after Notice to Proceed is given on any Task Order and every thirty days thereafter, Contractor is required to provide the City Representative with a written report of the status of the work with respect to the Task Order, Work Schedule and other material information. Failure to provide any required

monthly report may, at the option of the City, suspend the processing of any partial payment request.

10. Independent Contractor. The services to be performed by Contractor are those of an independent contractor and not of an employee of the City of Lockport. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

11. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

12. Acceptance Not Waiver. The City's approval of work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the quality of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

13. Cooperation with the Freedom of Information Act (FOIA). The City is required to comply with Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.*, within five (5) business days of a record request. All contractors and Contractors utilized by the City may be in possession of records covered by this Act and therefore shall provide the City with those records in the physical or digital format so requested upon request without any cost to the City and within the time frame of the Act. The City will review the records and not

release any records deemed by the City as exempted under the Act unless so required by a court order or the Illinois Public Access Counselor.

14. Compliance with Laws and Regulations. Contractor shall, at its own expense, comply with all requirements, regulations, statutes, and acts promulgated by federal, state, local, or other governmental authority and applicable to the work under this Agreement, including all successors and amendments thereto that may be promulgated during performance of the work including, but not limited to those requirements, regulations, statutes, and acts related to safety, equal employment opportunity, wage and hours including prevailing wage laws, environment, and hazardous/toxic material. Contractor, as part of Contractor's compliance, shall make itself aware of, and readily comply with, any notification and/or reporting requirements of these regulations, statutes, acts and the associated penalties and deductions for failure to comply therewith. Contractor shall ensure and be responsible for similar compliance by all those working under Contractor in performance of the work called for under this Agreement. Contractor shall promptly cure, pay, remedy, or otherwise cause to be removed any violation, citation, fine, penalty, or claim by any governmental entity due to the failure of Contractor, or anyone working under it, to so comply. Contractor shall comply with the DRUG FREE WORKPLACE ACT, to create a drug free workplace and prevent the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by anyone while involved in the performance of a contract for the City. (30 ILCS 580/1 et. seq.). The Contractor shall act to insure that all contracts for goods, services or construction are obtained only through an independent noncollusive submission of offers, the vendor must certify that it is not barred from contracting with any unit of the State of Illinois or any Illinois local governmental

agency as a result of any bid-rigging or bid-rotating. (720 ILCS 5/33E 1 et. seq.). The Contract

15. Indemnification. In addition to the general commercial general liability insurance required by this Agreement and to the greatest extent permitted by law, Contractor shall defend, indemnify and hold the City of Lockport and its employees and agents harmless from any loss, damage, injury, assessment, penalty, fine, forfeiture, or claim to, by or against the Contractor and/or the City, which results directly or indirectly from the breach or failure by Contractor with above paragraph 16, regardless of the fault or neglect of a party indemnified hereunder, save and except the sole negligence or willful misconduct of such party.

16. Liquidated Damages. Failure of Contractor, or anyone working under it, to comply with the requirements, regulations, statutes, or acts, as described in subparagraph a above, shall constitute a material breach of this Agreement by Contractor, and the City may in its discretion exercise all of the rights and remedies provided by law or under the terms of this Agreement, including, but not limited to, withholding of a sum of \$1500 to cover the amount City reasonably believes it may be damaged by reason of such breach.

17. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

18. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself or any other remedy at law or equity. If the non-

defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney's fees and costs incurred because of the default.

19. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

20. Law/Severability. The laws of the State of Illinois shall govern the construction, interpretation, execution and enforcement of this Agreement. The Parties agree that any court action on any dispute arising from the construction, interpretation, execution and enforcement of this Agreement shall be commenced in the Circuit Court of Will County, Illinois. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Prevailing Wage Act: To the extent that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and

subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

22. Countersigned copies: This Agreement may be countersigned by each respective parties with no binding effect on the commencement date of the Agreement.

[THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement this ____day of _____, 2018.

(Corporate Seal)

CITY OF LOCKPORT, an Illinois
Municipal Corporation

BY: _____

Steve Streit, Mayor

ATTEST:

Kathleen Gentile, City Clerk

SERVICE CONTRACTOR FIRM

BY: _____

(Corporate Seal)

ATTEST:

Secretary