

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR



**JANITORIAL SERVICES
AT SANITARY DISTRICT FACILITIES
DECATUR, ILLINOIS**

Dated: February 23, 2024

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Appendix “A” Site Specific Scope of Work

NOTICE TO BIDDERS

Sanitary District of Decatur 2024-2026 Janitorial Services

TIME AND PLACE FOR OPENING BIDS: Sealed Bids for the services described below will be received at the offices of:

Sanitary District of Decatur
501 Dipper Lane
Decatur, Illinois 62522

Until 10:30 a.m. on Tuesday March 26, 2024. All bids will be read and recorded at a bid opening at 10:30 a.m.

AVAILABILITY OF BIDDING DOCUMENTS: Bidding documents are available for download at sddcleanwater.org starting February 23, 2024.

AFFIDAVIT OF EXPERIENCE: Bidders will submit a resume of similar projects performed, enumerated as to location, type of work and approximate length of time providing services. A list of equipment owned by or available for efficient pursuance of the project.

LOCATION OF THE WORK: Staff spaces and restrooms at the wastewater treatment plant of the Sanitary District of Decatur.

DESCRIPTION OF WORK: The District is seeking janitorial services at seven Sanitary District facilities (Administration Building, Maintenance Building, I&C Building, Central Monitoring, and restrooms only in Buildings 106,203 and 325).

BID SECURITY: A Bidder's Bond, Cashier's Check, Certified Check, or Bank Draft in the amount of 10% of the annual bid total will be accepted as bid security and must accompany the bid. All bids submitted shall be valid for a period of 60 days.

OWNER: Sanitary District of Decatur "SDD or District"

CONTRACT DURATION: All services shall be performed from May 1, 2024 until April 30, 2026.

METHOD OF PAYMENT: Payment will be made by check upon the satisfactory completion and acceptance of the work on a monthly basis.

COMPLIANCE WITH LABOR LAWS: It is the Bidder's responsibility to verify and comply with all federal and state labor laws including the Paid Leave For All Workers Act. The District's understanding is that the work specified in this Bid is **NOT** subject to the Illinois Prevailing Wage Act.

PROJECT INQUIRIES: Project related questions shall be received until 1:00 PM on Friday, March 15, 2024.

OWNER'S RIGHTS RESERVED: The owner reserves the right to accept or reject any or all bids received or any portion thereof and to waive any informality or technicality in any bid in the interest of the OWNER.

DETAILED REQUIREMENTS -The attached appendix details the requirements in each specific location.

Appendix "A" Site Specific Scope of Work

Please direct all questions to:

JD Malone, Director of Maintenance
jamesm@sdcleanwater.org

(217) 422-6931 x 226

INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- a. Bidder has examined and carefully studied the Bidding Documents and other related data identified in the Bidding Documents.
- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.
- d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

METHOD OF BIDDING

- a. Type of bid: Location Price including total.
- b. Awards may be made on the following basis: To the lowest, responsive, and responsible bidder for the services.

SUBMISSION OF BIDS

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
- b. Prepare **Bid Documents** included herewith.
- c. Submit all pages of the following items in a sealed envelope.
 - 1. BID FORM**
 - 2. SPECIFICATIONS AND CONTRACT DOCUMENTS**
 - 3. NON-COLLUSION STATEMENT**
 - 4. BID PROPOSAL**
 - 5. AFFIDAVIT OF EXPERIENCE**
- d. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

Sanitary District of Decatur
501 Dipper Lane Decatur, Illinois 62522
BID FOR: Janitorial Services - 2024
- e. Retain Duplicate Copy for Bidder.

- f. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the Project Name. The person signing the bid must include position title, and if requested by SDD, must furnish satisfactory proof of authority to bind the company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the SDD. Legally authorized representative of bidder shall initial Bid Proposal on bid sheet and sign Bid Proposal on last page. Bids must be typewritten or in ink; otherwise, they will not be considered.
- g. **Business entity:** Indicate on BID DOCUMENTS whether bidder is an individual, partnership, corporation, or other business entity.
- h. **Late Bids:** Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- i. **Errors in submitted Bids:** No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- j. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the District contact listed on bid form whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the Project Manager at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified written side by side comparison to be submitted with bid.
- k. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- l. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request within ten (10) days of bid opening, be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.

- m. Time of Performance: The number of calendar days in which service is to begin after award of the contract shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that service is to begin on May 1, 2024.
- n. References: References will be contacted until at least two references have been interviewed. Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. It is solely at SDD's discretion to conduct reference checks as it deems necessary.
- o. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- p. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
- q. Alternate/multiple bids will not be considered unless specifically called for in the bid.

BID SECURITY

- a. Submit, with bid, a bid security in form of bidder's bond, cashier's check, or certified check in amount of 10% of the monthly bid total.
- b. Attach to the submitted Bid Form.
- c. Make check or bidder's bond payable to the Sanitary District of Decatur; check or bidder's bond will be forfeited and becomes property of Owner if bidder fails or refuses to enter a contract and furnish surety bond within ten (10) calendar days after notice of award of contract.
- d. Checks or bidder's bond, of all bidders except the three lowest bidders, will be returned within ten (10) days after award of contract.
- e. Check or bidder's bond, of three lowest bidders will be returned within three (3) calendar days after execution of a contract and furnishing of acceptable surety bond by successful bidder.

WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to scheduled closing time for receipt of bids; no bid may be withdrawn thereafter.

EVALUATION OF BIDS

- a. **INSPECTION.** All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening.

- b. The SDD reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the District's Board of Trustees
- c. Contracts and purchases will be awarded to the lowest, responsible, qualified bidder. Subject to the quality of the articles to be supplied, their conformity with the specifications, their suitability to the listed requirements of the SDD and the delivery terms will be taken into consideration.
- d. The SDD reserves the right to order more or less than the quantity listed in the bid.
- e. It is understood and agreed that the SDD shall have sixty (60) days to accept.
- f. A written purchase order mailed or otherwise furnished, to the successful bidder results in a binding contract without further action by either party. The contract may not be assigned without written SDD consent.
- g. Owner may consider such factors as bid price, time of completion of work, experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interests.
- h. Owner may reject any or all bids of bidders, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interests of the Owner.

EXECUTION OF CONTRACT

- a. Successful bidder shall, within ten (10) calendar days of notice of award of contract, provide, and enter a written contract with Owner, on forms included with Specifications, for performance of work awarded to him.
- b. Contract, when executed, shall be deemed to include entire agreement between parties; Contractor shall not claim any modification resulting from representation of promise made by representatives of Owner or other persons.

COMMENCEMENT OF WORK

Work may not be started until a contract has been executed and all applicable State and local permits, and/or bonds, and certificates of insurance have been received and processed.

BIDDERS QUALIFICATIONS

The Owner at any time may request to receive the following:

- a. Personnel and facilities: If requested, satisfy the Owner as to integrity, equipment, personnel, and financial ability to perform work.
- b. Experience: If requested, submit list of services of a similar nature completed by Bidder, identified as to facility owner, location, approximate date of services and cost performed by Bidder.

LIST OF SUBCONTRACTORS

Successful Bidders shall submit list of subcontractors and major material suppliers at time of approval of bid for Owner's review and approval.

COUNTER-PART DOCUMENTS

The number of counterparts of contract and bond required to be executed is as follows:

- Two (2) original counterparts of the Contract Documents will be required to be executed.

SITE INSPECTION

There will be a mandatory pre-bid site inspection on March 7, 2024, at 1:00 PM beginning at the SDD Administrative Building, 501 Dipper Lane, Decatur, Illinois.

INTERPRETATIONS

All questions about the meaning or intent of the Contract Documents shall be submitted to the District in writing. Replies will be issued by Addendum and mailed or delivered to all parties recorded by District as having received the Bidding Documents. **Questions received after 1:00 PM on Friday March 15, 2024, will not be answered.** Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

TIMELINE

Invitation for Bid Issue Date	February 23, 2024
Mandatory Pre-Bid Inspection (Site Visit)	March 7, 2024 1:00 p.m..
Last day for questions about contract documents	March 15, 2024 1:00 p.m..
Bid Submission Deadline and Opening	March 26, 2024 10:30 a.m.
Anticipated Date of the Notice of Award	April 18, 2024
Anticipated Period of Performance	May 1, 2024- April 30, 2026

GENERAL CONDITIONS

DEFINITION OF TERMS

- a. "Bidder" shall mean an individual, firm, partnership, corporation, or combination thereof; submitting a Bid for the work contemplated and acting directly or through a duly authorized representative.
- b. "Contract" shall mean the written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto.
- c. "Contract Documents" shall mean those documents listed in the Form of Contract, including all additions, deletions and modifications incorporated therein before execution of the Contract.
- d. "Contractor" shall mean the individual, firm, partnership or corporation, and executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, or corporation, or his, their or its surety under any Contract Bond, constituting one of the principals to the Contract and undertaking to perform the work herein specified. Where any pronoun is used to refer to the word "Contractor" it shall mean the Contractor as defined herein.
- e. "Jurisdictional Governmental Entity" shall mean any municipal, county, state, or federal unit of government from whom an approval, permit and/or review is required for any aspect of the subject project.
- f. "Owner" shall mean the Sanitary District of Decatur.
- g. "Plans and Specifications" shall mean the specifications prepared by the District which may be a part of the contract documents for the subject project.
- h. "Bid Proposal" shall mean the written offer or copy thereof of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Bid Form, properly signed, and accompanied by any required bid security.
- i. "Subcontractor" shall mean any person, firm, or corporation with a direct contract with the Contractor who acts for or on behalf of the Contractor in executing any part of the Contract but does not include one who merely furnishes the material.
- j. "Work" shall mean the equipment, supplies, materials, and service to be furnished under Contract, unless some other meaning is indicated by context.
- k. "Written Notice" shall be considered as served when delivered in person or by registered mail to the individual, firm, or corporation or to the last known business address. It shall be the duty of each party to advise the other parties to the Contract of any change in business address until completion of the Contract.

INTENT OF THE CONTRACT DOCUMENTS

The intention of the Plans and Specifications is to set forth requirements of performance, type of equipment and structures, and standards of materials and construction. It is also intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the work, to require new material and equipment unless otherwise indicated, and to require complete performance of the work despite omission of specific reference to any minor component part. It is not intended, however, that materials or work not covered by or properly inferred from any heading, branch, class, or trade of the Specifications shall be supplied unless distinctly so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

CONTRACTOR'S RESPONSIBILITY

- a. The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, Contractor shall replace it at their own expense.
- b. The Contractor shall indemnify and save harmless the Owner against any liens filed for non- payment of bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.
- c. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner, and shall file with the Owner certificates of such insurance.
- d. The Contractor shall protect the Owner's property and adjacent property from injury or loss resulting from operations related to the Contract. Objects sustaining such damage shall be replaced to the satisfaction of the Owner; the Contractor shall bear the cost of such repairs.
- e. The Contractor, Contractor agents and employees shall confine their work within the boundaries of the project and shall be solely liable for any damages they cause.

CONTRACTOR REGISTRATION

- a. Contractors shall register with the City of Decatur if required by business regulations of the City.
- b. Any fees are the responsibility of the Contractor.

SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, or any other protected class as defined by the State of Illinois.
- b. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, or any other protected class.
- d. That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- e. That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

- g. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

SUBCONTRACTS

- a. The Contractor shall not assign, sublet, or transfer the whole or any part of the work herein specified without the written consent of the Owner. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.
- b. For convenience of reference and to facilitate the letting of contracts subcontracts, the Detailed Specifications are separated into title parts. Such separation shall not, however, operate to make the District an arbitrator to establish limits to contracts between Contractor and Subcontractors.

CONTRACTOR'S EMPLOYEES

- a. The Contractor shall either personally supervise work performed or shall cause it to be done by a capable supervisor satisfactory to the District, and such supervisor shall be authorized to act on behalf of the Contractor and to monitor the work in a manner that will comply with all requirements of the Plans and Specifications as interpreted by the Owner.
- b. Incompetent or incorrigible employees shall be removed from the Owner's property by the Contractor or representative when requested by the Owner, and such persons shall not again be permitted to return to work without the written consent of the Owner.
- c. No person whose physical or mental condition is such as to make employment dangerous to the health or safety of the individual, or to the health or safety of others, shall be employed in the development or services of the project.
- d. Employees of the Contractor who have tested positive for a contagious disease or who are experiencing any contagious disease symptoms in the 24 hours prior to their scheduled work shift are not allowed on District property until the chance of disease transmission has passed. Examples of contagious disease symptoms include but not limited to 1) fever over one hundred (100) degrees, chills, vomiting, severe cough, sore throat or sudden loss of taste or smell or 2) shortness of breath, body aches, congestion or runny nose not caused by a known non-contagious reason such as allergies.

- e. Contractor must have a paid sick time policy that covers temporary illnesses for employees assigned to District facilities.
- f. There shall be no discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, or any other protected class. Contractor shall include this provision in all Subcontracts.
- g. The Contractor must comply with the Illinois Employment Background Fairness Act if the Contractor completes a Background Check of individuals regularly or temporarily assigned to the District facilities. Criminal convictions for theft or other related charges must be evaluated as an “unreasonable risk” considering employees have access to all District offices and are working with limited supervision.
- h. The contractor shall provide the Sanitary District a current list of any persons regularly or temporarily assigned to any facility. Changes to this list at any time within the duration of the contract shall be sent in writing to the Sanitary District.
- i. Prior to the start date of the approved contract, a copy of the credentials, including a photo, of any employee regularly or temporarily assigned to provide services within the facilities must be forwarded to the District.
- j. All Contractor’s employees must wear credentials that include their name and identifies them as employees of the Contractor while in District facilities.
- k. The District site is secured by a locked gate. The District will provide individual access codes to Contractor employees according to the list of employees provided to the District by the Contractor.

HOLD HARMLESS

To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall indemnify and hold harmless the Owner, its Trustees, agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of any Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the District or any of their agents or employees and

consultants by any employee of the Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Agreement.

Shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts. Claims, damages, losses and expenses' as these words are used in the Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity constrained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents.

Only to the extent necessary to prevent this provision from being void under Chapter 29, Illinois Revised Statutes, Chapter 51 entitled "Indemnification of Person from Person's Own Negligence- Effect -Enforcement", this indemnity agreement shall not require the Contractor to indemnify the Owner, Trustees, their consultants, agents or employees against their own Willful and Wanton behavior.

INSURANCE

The Contractor shall obtain, before commencing work on the site, and maintain throughout the duration of the project, insurance in a company or companies acceptable to the Owner that will defend and indemnify the District from all claims of bodily injury or property damage that may occur at the site during the project or arising out of the Contractor's work, including, at a minimum, the following coverages:

- a. Worker's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Public liability and property damage liability insurance covering all operations under Contract; limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with Contract, whether owned, non-owned or hired by the Contractor or the Contractor's employees; must be maintained and name the Sanitary District as an additional insured with limits for each accident and property damage that is acceptable to the District.
- d. Furnish to Owner two copies of certificates of insurance made in favor of Owner

and Contractor, as their respective interests may appear, evidencing compliance with foregoing requirements at the time of submission of Contract. Owner shall be named as certificate holder.

- e. The Owner, along with their employees and agents shall be named as additional insureds on the comprehensive general liability and automotive liability policies. These policies shall further state: The coverage afforded the additional insured shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- f. All certificates must state that the coverage will not be terminated or reduced without a 30-day advanced notice by certified mail to the Owner.
- g. The Contractor shall supply the Owner with a Certificate of Insurance evidencing compliance with the above requirements prior to beginning work.

INTERPRETATION OF SPECIFICATIONS

- a. The Owner and/or Contractor shall promptly report any errors or ambiguities in the Specifications to the District. Questions as to meaning Specifications shall be interpreted by the, whose decision shall be final and binding on all parties concerned.
- b. The District will provide such information as may be required to show revised or additional details of required work.
- c. Should any discrepancies or conflicts in the Specifications be discovered either prior to or after award of the contract, the District's attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the Owner nor the Contractor may take advantage of any error or omissions in the Specifications. The District will provide full information when errors or omissions are discovered.

WORKMANSHIP AND MATERIALS

All work done and all materials and equipment furnished by the Contractor shall conform to the Specifications. Competent labor and tradesmen shall be used on all work.

- a. All workmanship shall be of the best quality.
- b. Wherever the Specifications call for an item of material or equipment by a manufacturer's name and type, and additional features of the item are specifically required by the Specifications, the additional features specified shall be provided whether or not they are normally included in the standard manufacturer's item listed.
- c. Wherever the Specifications call for an item of material or equipment by a

manufacturer's name and type, and the specified item becomes obsolete and is no longer available, the Contractor shall provide an item equal in quality and performance which is currently available, which is approved by the District at no change in Contract price.

CONTRACTOR'S QUALITY CONTROL PLAN

The Contractor shall establish and maintain a complete quality control program to ensure the requirements of the contract are met. One copy of the Contractor's basic Quality Control Program shall be provided to the owner 15 days after contract award effective date. An updated copy shall be provided the owner as changes occur. The quality control program shall include, but are not limited to the following:

- a. An inspection system covering the required services. The plan shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often inspections shall be accomplished.
- b. The plan shall provide methods for identifying and preventing deficiencies and how the Contractor shall prevent the level of performance from becoming unacceptable.
- c. On-site records of all inspections conducted by the Contractor and necessary corrective action taken.
- d. A system to record all inspections conducted by the Contractor and record corrective action. These documents shall be made available to the owner or designated representative during the term of the contract.

CONTRACT OBSERVATION

- a. The District shall not be responsible for the acts or omissions of those performing the work.
- b. All materials used and all completed work by the Contractor shall be subject at all times to the observation, test, and review of the Owner. The Contractor shall furnish such samples of materials for examination and tests as may be requested and shall furnish any information required concerning the nature or source of any materials or equipment proposed to be used.
- c. The equipment or work specified herein may be observed by the Owner.
- d. The Owner may reject any material, equipment, or work which does not satisfactorily meet the Specifications by giving written notice to the Contractor. All rejected materials, equipment, or work shall be promptly removed and replaced.
- e. Any defective material, equipment, or work may be rejected at any time prior to final acceptance by the Owner even though said defective items may have been previously overlooked.

OWNER FIELD REPRESENTATIVES

- a. The Owner may appoint Field Representatives to see that the work is performed in accordance with the Specifications.
- b. Field Representatives shall have the authority to condemn and/or reject defective work that does not conform to the Specifications.
- c. Field Representatives shall have no authority to permit deviation from Specifications; any deviations must be pursuant to a written order from the Owner.

WORK SCHEDULE

- a. All Contractor work will be performed between the hours of 3:30 PM and 7:30 AM.
- b. Contractor shall provide the Owner a detailed work schedule for the scope of work outlined in Appendix A. The work schedule must specify the day of the week or day of the month tasks are scheduled to be completed for tasks not performed daily.
- c. The owner shall be notified if scheduled work is not performed as scheduled and when the work will be rescheduled.

CHANGES

- a. The District shall have the right to order extra work or to make changes by altering, adding to, or deducting from, the work.
- b. No such changes or extra work shall be authorized unless covered by written order of the District. No changes shall be made, or extra work ordered under this paragraph which will increase or decrease the total cost of the original contract price by more than 25%.
- c. Written orders for changes or extra work shall specify an extension of the completion time, if any, and method of payment that shall be determined as follows:
 1. Where unit prices or unit adjustment prices form a part of the Contract, these unit prices shall be used to compute adjustment of compensation, if applicable to the changes.
 2. Where no applicable unit prices or unit adjustment prices form a part of the Contract, payment for the changes will be made by one of the following methods:
 - a) By a lump sum based on Contractor's estimate, reviewed by the District, and approved by the Owner.
 - b) By actual direct cost plus 10% for overhead and profit.
- d. In case the Contractor deems that extra compensation is due for labor or materials not clearly covered in the Contract, and not ordered by the District as a change or as extra work, the Contractor shall notify the District in writing of the intention to make a claim for such extra compensation before beginning the work on which the claim is based, and shall furnish a daily record of the cost of the work to the District. Failure on the part of the Contractor to give such notification or to furnish records of cost shall constitute a waiver of the claim for extra compensation. However, the filing of notice and the furnishing of cost records shall not be construed to prove the validity of the claim.

- e. In no case shall the Contractor delay work because of lack of agreement for compensation for changes or extra work mentioned hereinbefore.
- f. All claims for extra compensation shall be filed, in writing, with the District before final acceptance of work.
- g. When changes or extra work are done on a cost-plus basis, the Contractor shall submit a statement of costs to the District for approval. After such a statement is approved, the District shall verify its correctness.

Note: District is in the development stage of designing and constructing a new Administration Center to consolidate the current Administration, Maintenance, and I&C workspaces. The new building is expected to be a comparable size to the three existing buildings. District will work with the selected bidder to determine if a change order is required if the new building is completed before the end of the contract.

UNAUTHORIZED WORK

Any changes made or extra work done without written authority is done at the Contractor's risk and will be considered unauthorized, and, at the option of the Owner, payment may not be made.

OTHER CONTRACTS

- a. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work and shall properly connect and coordinate work.
- b. If any part of the Contractor's work depends for proper execution or results upon the work of any other contractors, the Contractor shall inspect and promptly report to the District any defects in such work that render it unsuitable for such proper execution and results. Failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, except as to defects which may develop in the other contractor's work after the execution of work.
- c. To ensure the proper execution of subsequent work, the Contractor shall measure work already in place and shall at once report to the District any discrepancy between the executed work and the Plans and Specifications.

OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner after five (5) calendar days written notice to the Contractor may, without prejudice to any other remedy available, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; provided, that the District shall notify the Contractor of both intent of such action and the amount to be charged to the Contractor.

OWNER'S RIGHT TO TERMINATE CONTRACT

- a. If the Contractor should be adjudged bankrupt; or should make a general assignment for the benefit of creditors; or if a receiver should be appointed on account of insolvency; or should fail to make prompt payment to the subcontractors for materials or labor; or persistently disregard laws, ordinances, or the instructions of the District; or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification that sufficient cause exists to justify each action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the Contract and take possession of all materials, tools, and appliances thereon and finish the work by whatever method which may be deemed expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished in accordance with the provisions and limits of the contract.
- b. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional materials, administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by District with supporting documentation and records.

PAYMENTS WITHHELD

- a. The District may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect itself from loss on account of:
 1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payments properly to subcontractors or suppliers for material or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
- b. When the above grounds are corrected, payment will be made for amounts withheld because of them.

NO WAIVER OF LEGAL RIGHTS

Neither the payment for, nor acceptance of the whole or any part of the work by the Owner or representatives of the Owner, nor any extension of time, nor the withholding of payments, nor any possession taken by the Owner, nor the termination of employment of the Contractor shall operate as a waiver of any portion of the Contract of any power therein reserved or any right there in reserved or any right therein provided.

OWNERSHIP OF MATERIALS

All material and work covered by partial payments shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work for which payments have been made, for the restoration of damaged work, or as a waiver of rights of the Owner to require the fulfillment of all the terms of the Contract.

GOVERNING BODIES

All work herein proposed shall be completed in accordance with all requirements of any Jurisdictional Governmental Entity, and all such pertinent laws, directives, ordinances, and the like shall be a part of these Specifications. If a discrepancy is noted between the Plans and Specifications and requirements of any Jurisdictional Governmental Entity, the Contractor shall immediately notify the District in writing.

REFUSE AND RECYCLING AREAS

Refuse: Contractor will collect refuse daily and deposit all collected refuse in a central dumpster provided by the District's waste hauler.

Recycling: District will manage and remove recycling materials.

DEFAULT OF SELECTED VENDOR

In case of vendor default regarding Purchasing Terms and Conditions, the SDD may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

TAXES

Owner is tax exempt; do not include taxes in bid. Vendors making equipment or material purchases for the Owner are liable for any applicable sales or use tax on tangible personal property used in connection with the contract.

LEGAL JURISDICTION

The parties hereby stipulate and consent that jurisdiction and venue be exclusively for all matters arising under this agreement in the courts of the County of Macon in the State of Illinois. All terms and provisions of this agreement shall be construed according to Illinois law, it being agreed by the parties that the agreement was entered into in the State of Illinois.

SANITARY DISTRICT RESPONSIBILITY

- A. The Sanitary District will provide access to listed work areas.
- B. The Sanitary District ensures that the work areas are free of hazardous materials.

CONSUMABLE SUPPLIES

The Sanitary District will provide:

1. Hand soap, paper towels, toilet paper, receptacle liners, urinal cakes / pads, air fresheners, and menstrual hygiene products.
2. District will deliver supplies to location storage closets upon request for replenishment of these supplies by the Contractor to David Cunningham via phone or email. (217)619-4647 DCunningham@sddcleanwater.org.

Contractor will provide:

1. All cleaning and disinfection chemicals and supplies
2. All burnishing supplies
3. Mop heads
4. Vacuum Cleaner supplies

Contractor will not stage, store, or stock consumable supplies anywhere other than in the designated dispensers and in supply closets.

Contractor must provide the District with a list of all chemicals used and stored at the District and provide Safety Data Sheets that are always up to date. All chemicals must be stored and labeled according to OSHA Hazard Communication Standard, 29 CFR 1910.1200. Contractor must have prior approval from the District before pursuing installation of a bulk chemical distribution system.

The Contractor shall use the most environmentally friendly cleaning supplies available unless the Owner is provided with justification, excluding cost, for using less environmentally friendly supplies.

Contractor will include an inventory of the volume of consumable supplies used each month with the invoice submitted to the District.

EQUIPMENT

Contractor will provide all required custodial equipment. Owner may use Contractor equipment during regular business hours. Equipment will be maintained in good and serviceable order. Any equipment cost shall be included in the initial cleaning or base monthly cost to the District. The District shall not be responsible for any additional cost for equipment during the term of the contract.

Equipment includes but is not limited to:

1. Vacuums
2. Burnishers
3. Mops buckets and handles
4. Brooms and dust pans
5. Dusters
6. Supply carts
7. Scrub brushes
8. Squeegees

ADDITIONAL REQUIREMENTS

1. Defective or inoperable building equipment such as 1) leaking plumbing, 2) defective lighting, 3) doors and/or windows not properly secured, 4) evidence of rodents, or 5) other unusual circumstances such that might affect the security, maintenance, or effectiveness of the facility shall be brought to the attention of the District.
2. All spray bottles and chemicals need to be labeled in accordance with OSHA standards.
3. Care shall be exercised so that baseboards, walls, laboratory equipment and furniture shall not be splashed, marred, disfigured, or damaged during these or any other scheduled operations.
4. Janitor closets, equipment and materials shall always be kept in a neat, clean, and orderly condition.

INITIAL CLEANING

District facilities are not currently at an acceptable level of cleanliness. Contractor shall provide an initial assessment of building condition and conduct a complete cleaning to establish a baseline level of cleanliness acceptable to District. A cost in addition to the monthly amount should be included in the Bid Proposal.

ADDITIONAL SERVICES

Procurement of these services is not exclusive to the selected janitorial services Contractor.

1. Carpet cleaning is not included in the specifications and will be contracted as needed for an additional fee.
2. Emergency cleaning is not included in the specifications and will be contracted as needed for an additional fee.

HOLIDAYS

The District observes New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. Holidays that do not occur on a specific day of the week such as Independence Day which occur on a Saturday are observed on the previous Friday and those that occur on Sunday are observed on the following Monday. No service is required on these days.

BID FORM

TO: Sanitary District of Decatur
501 Dipper Lane
Decatur, Illinois 62522

FROM:

CONTRACTOR

ADDRESS

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

CONTRACTOR'S CONTACT FOR THIS BID

E-MAIL

Having examined the Specifications, and Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for services as enumerated below, all in accordance with Specifications and Contract Documents, and entitled:

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
JANIORIAL SERVICES
DECATUR, ILLINOIS

The undersigned Bidder declares that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

The undersigned further agrees that if the Owner decides to increase or decrease the services or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials that do not appear in the Bid or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) calendar days after the date of written notice of the award of the Contract.

The undersigned further agrees that work will commence not later than May 1, 2024 upon approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due Contractor under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

The undersigned agrees that this contract shall remain in place until April 30, 2026, unless specific terms specifying otherwise are agreed upon by the Contractor and Owner.

Accompanying this Bid is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for 10% of the bid total per year, made payable to the Sanitary District of Decatur.

The amount of the check or draft is:(\$ _____). (Fill in Amount)
Contractor to fill in Amount

If this Bid is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith the schedule of prices covering the work to be performed under the Contract; Contractor understands that unit prices must show in the schedule where applicable for which proposes to perform each item of work; that the extension must be made and that if not so done, this Bid may be rejected as irregular.

SEALED BID SUBMITTED BY: _____
NAME OF BIDDING ENTITY

ENTITY TYPE: _____
(INDIVIDUAL, PARTNERSHIP, CORPORATION OR OTHER BUSINESS ENTITY)

BIDDERS'S REPRESENTATIVE: _____
PRINTED NAME OF BIDDER'S REPRESENTATIVE

REPRESENTATIVE SIGNATURE: _____
SIGNATURE OF BIDDER'S REPRESENTATIVE

REPRESENTITVE TITLE _____

COMPANY MAILING ADDRESS: _____

REPRESENTITIVE PHONE NUMBER: _____

REPRESENTITIVE E-MAIL ADDRESS: _____

DATE: _____

ATTEST: _____ **SIGNED BY:** _____

NON-COLLUSION STATEMENT

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor:
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. Signatory is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid and has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify signatory has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed, and sealed this _____ day of _____, 2024.

Contractor Signature _____

By _____

Title _____

Attest _____

SEAL

BID PROPOSAL

The undersigned proposes to furnish all labor, materials, tools, equipment and perform all necessary requirements for janitorial services with the attached conditions and specifications, and at the terms and schedule prices herein given:

Location	Initial Cleaning	Cost
Administration Building		_____
Maintenance Building		_____
I&C Building		_____
Central Monitoring		_____
106 Building Restroom		_____
203 Building Restroom		_____
325 Building Restroom		_____
Total		_____

Monthly Cleaning May 1, 2024 to April 30, 2025

Location	Cost
Administration Building	_____
Maintenance Building	_____
I&C Building	_____
Central Monitoring	_____
106 Building Restroom	_____
203 Building Restroom	_____
325 Building Restroom	_____
Monthly Total	_____

Monthly Cleaning May 1, 2025 to April 30, 2026

Location	Cost
Administration Building	_____
Maintenance Building	_____
I&C Building	_____
Central Monitoring	_____
106 Building Restroom	_____
203 Building Restroom	_____
325 Building Restroom	_____
Monthly Total	_____

SUBMITTED:

CONTRACTOR: _____ Date _____
Signature

SIGNED BY: _____

Attest: _____

AFFIDAVIT OF EXPERIENCE

Bidders will submit a resume of similar projects performed, enumerated as to location, type of work and approximate length of time providing services. A list of equipment owned by or available for efficient pursuance of the project.

Year Bidder's business was established: _____

Number of Employees: _____ Number of Clients: _____

Bidder's Average Annual Revenue for the last five years: _____

List the certification if your Company certified is a small, minority, veteran or other disadvantaged business enterprise: _____

Reference 1

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone: _____ Email _____

Address: _____ City/State/Zip: _____

Number of Employees assigned to location: _____ Annual Contract Amount _____

Reference 2

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone: _____ Email _____

Address: _____ City/State/Zip: _____

Number of Employees assigned to location: _____ Annual Contract Amount _____

Reference 3

Name of Company: _____

Dates of Service: _____

Contact Person: _____

Telephone: _____ Email _____

Address: _____ City/State/Zip: _____

Number of Employees assigned to location: _____ Annual Contract Amount _____