

Resolution No. 13-1

Whereas, The Sangamon County Office of Buildings and Grounds has requested and received Bids for Janitorial Service for the County Courts Complex, Detention Center and Sheriffs Office.

Whereas, Building Maintenance Services Company of Springfield, Illinois submitted the lowest Bid.

Be it resolved the Sangamon County Board approves a one year contract with Building Maintenance Services for Janitorial Services.

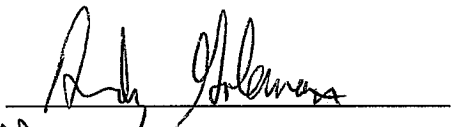
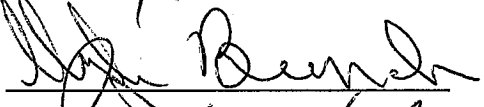
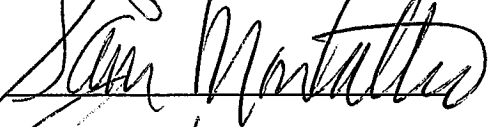
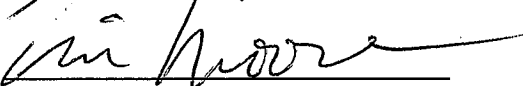
Name of Company: Building Maintenance Services Company

Address: 3260 Northfield Drive
Springfield, Illinois 62702


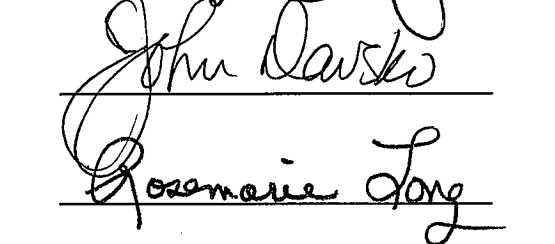
Amount of Contract: \$155,000

Period of Contract: 06-16-2009 thru 06-15-2010

Respectfully Submitted,

Finance Committee

FILED

JUN 05 2009


Sangamon County Clerk

RECEIVED

MAY 29 2009

Paul Palazzolo
SANGAMON COUNTY AUDITOR

BIDDER'S COMPANY NAME:
**BUILDING MAINTENANCE
SERVICES**

SANGAMON COUNTY

Springfield, IL

REQUEST FOR PROPOSALS

#0901

FOR

JANITORIAL SERVICE FOR THE SANGAMON COUNTY

COURTS COMPLEX, DETENTION FACILITY AND

SHERIFF'S OFFICE

Issue Date: March 30, 2009

Submittal Due: April 15, 2009 at 3:00 p.m.

Contact Person:

Harold "Bud" Ford
Facilities Manager
217-535-3129

**OFFICIAL NOTICE FOR
#0901**

**JANITORIAL SERVICE FOR THE SANGAMON COUNTY
COURTS COMPLEX, DETENTION FACILITY, AND SHERIFF'S OFFICE**

Sealed proposals will be received by the Sangamon County until Wednesday, April 15, 2009 at 3:00 p.m. in the Building and Grounds Office (see address below) for Janitorial Services for the Sangamon County Courts Complex, Detention Facility, and Sheriff's Office.

A pre-bid tour of the Courts Complex and Sheriff's Office (no tour of the Detention Center) will be conducted on Monday, April 6, 2009 at 9:00 a.m. The initial meeting will begin in the Facilities Manager's Office, 200 South Ninth Street, Springfield, IL, Room 005.

Participation in the tour is not mandatory.

Request for Proposals may be picked up (at the address below) or downloaded from the Sangamon County website at: <http://www.co.sangamon.il.us/> or requested in writing from:

Sangamon County
Office of Building and Grounds
200 South Ninth, Room 003
Springfield, IL 62701

This Request for Proposal outlines the terms of service, scope of services, a description of the project, the selection process and the proposal format.

To be considered, an original and (2) copies of a completed proposal must be received by 3:00 p.m., local time on Wednesday, April 15, 2009 at the above address. Late proposals will not be accepted, unless waived by the Facilities Manager. Clearly mark sealed proposals as "RFP #0901 JANITORIAL SERVICES". There is no express or implied obligation for the Sangamon County to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Questions may be directed to the Facilities Manager on 217-535-3129.

I. OVERVIEW

A. Purpose

The Sangamon County (hereinafter referred to as County) is seeking proposals from interested companies (hereinafter referred to as Bidder) capable of providing janitorial service. The selection process will involve each Bidder responding to the Request for Proposals (RFP). The County intends to award a negotiated contract to one firm to provide the services and/or equipment under terms and conditions considered most favorable among those submittals offered. All interested firms may respond to the RFP.

Any communications such as regarding matters of clarification must be made in writing to the Facilities Manager listed below. All inquires must be received in writing on or before six (6) working days prior to the submittal deadline, wherein a response, if deemed appropriate to the process, will be answered and forwarded on to all potential Bidders of record.

Contacts:

Mr. Harold "Bud" Ford
Facilities Manager
Office of Sangamon County Building & Grounds
200 South Ninth Street, Room 003
Springfield, IL 62701
217-535-3129

Mr. Brian McFadden
Office of the Sangamon County Board
200 South Ninth Street, Room 201
Springfield, IL 62701
217-753-6650

B. Required Experience and Qualifications

Bidder should have a sufficient number of completed projects within the last three years that can demonstrate the vendor's ability and skill in establishing and maintaining mutually beneficial partnerships with customers.

Bidder shall provide a minimum of three (3) references for projects of similar size and scope located in Illinois, indicating Bidder's recent experience with governmental institutions. The County reserves the right to evaluate previously completed performance contracts at the locations provided herein as referenced by the Bidder.

If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Illinois, a

certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State.

II. TERMS AND CONDITIONS

- A. Sangamon County reserves the right to reject any and all proposals received as a result of the RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors which County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the County Office of Buildings and Grounds.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. To be considered, **an original proposal and two copies** must be at the County Office of Building and Grounds on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. Upon completion of the evaluation process, the County may then enter into a formal contract with the Vendor of award and commence work on the date set by the County.
- H. The Contract shall have a term beginning thirty (30) days following the date of its execution and continue for one (1) year, with two (2) one-year options for renewal (the first such option to be exercised within sixty (60) days prior to the last day of the initial contract term and the second option to renew to be exercised within sixty (60)

days prior to the last day of the first option period) if agreeable to both parties, unless terminated in the manner hereinafter indicated. The County may terminate the Contract any time, by thirty (30) days written notice to Contractor. The Contractor may terminate this Contract on the last day of any contract year by written notice to the owner at least sixty (60) prior to such date. For each subsequent year that this Agreement remains in effect, the amount paid to Contractor will increase by negotiation between the Contractor and the County if necessary.

- I. Monthly payments to the Contractor shall be made, with the payment made in each month being for service rendered during the preceding month.

III. COMPLIANCE WITH LAWS AND REGULATIONS

- A. The Contractor will comply with all Federal, State, and local regulation, including, but not limited to, all applicable OSHA requirements, Americans with Disabilities Act and Equal Employment Opportunity Act.
- B. Prevailing wage rates: The Contractor agrees all employees assigned to this service will receive prevailing wages.

IV. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: Required by the Illinois Department of Human Rights as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provision of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (the 'Department'), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will initiate the appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion thereof, it will determine the availability (in accordance with the Department's Rules) 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.

3. 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, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a 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. If any such labor organization or Representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department of the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department Rules.
7. That it will include verbatim or by reference by provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon every subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions or this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

With respect to the subcontracts referred to under paragraph 7. of the Equal Opportunity Clause above, the following is an excerpt from the Illinois Administrative Code Title 44, Section 750.5:

SEXUAL HARASSMENT: It is a civil rights violation and an unfair employment practice for any employer, employee or agent of any employer to engage in sexual harassment; provided, that an employer shall be responsible for sexual harassment of the employer's employees by non-employees or non-managerial and non-supervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

The contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment, (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the contractor's internal complain process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Illinois Human Rights and the Illinois Human Rights commission; (vi) protections against retaliation as provided by Section 6-101 of

the Illinois Human Rights Act. A copy of the policies shall be provided to the Owner upon request.

WORKER'S COMPENSATION: The contractor shall provide and maintain such insurance as will protect the owner, contractor and any subcontractors from claims under the Illinois Workers' Compensation Act, 820 ILCS 305/1 *et seq*, and against loss by reason of any liability imposed by law for damages on account of injuries or death sustained by any person or persons arising from operations under this Contract carried on by contractor or any of their subcontractors. Said insurance shall be under such policies and forms and in such company or companies as are satisfactory to the Owner, and Certificates of said insurance shall be filed with the Owner. The contractor shall indemnify, keep and save harmless the Owner from all claims, judgments, awards and causes which may in any manner come against the Owner by reason of any accidental injury or death suffered by or arising out of the course of the employment of any of their employees or the employees of any subcontractors employed by them in and about the performance of this contract.

V. INSURANCE REQUIREMENTS

- A. The Contractor will maintain at its own expense during the term of this contract the following insurance:
1. Workers Compensation Insurance with Illinois Statutory Limits and Employers Liability Insurance.
 2. Commercial General Liability Insurance.
- B. No payments will be made to Contractor until the current Certificates of Insurance have been received and approved by the County. The County requests a certified copy of the Bidder's insurance policies.
- C. The Contractor shall indemnify and save the County, its agents, employees and its engineer harmless from and against any and all losses, liability, claims, demands, suits, actions, payment and judgments arising out of, in consequence of or from personal injury or property damage asserted against, brought or recovered against the Owner by reason of any act or omission of the Contractor, his agents, servants or employees in the execution of this work; or by or in consequence of any negligence in guarding the work, but only to the extent of damages directly caused by the negligence of the Contractor.
- D. The contractor shall obtain and keep in force throughout the duration of the work, insurance in such company or companies as are satisfactory to the Owner, insuring the Contractor, servants, and employees against public liability and property damage and the amount of such insurance shall not be less than:

1. Public Liability & Owner's & Contractor's Contingent Liability:

\$1,000,000 per person Combined Single Limit

\$2,000,000 per accident Bodily and Property Damage

2. Property Damage:

\$1,000,000 per person Combined Single Limit
\$2,000,000 per accident Bodily and Property Damage

3. Automobile Public Liability:

\$2,000,000 per accident \$1,000,000 per person Combined Single Limit
Bodily and Property Damage

4. Automobile Property Damage:

\$1,000,000 per accident Combined Single Limit
\$2,000,000 per aggregate Bodily and Property Damage

VI. BONDS

- A. Bid Guarantee: Each Contractor shall submit with his bid a Certified Check, Bank Draft, Cashier's Check or Bid Bond for a sum equal to fifteen percent (15%) of the total amount of his bid. Checks shall be drawn on a solvent National or State bank and shall be made payable to the Owner.
- B. Said check, Draft or Bid Bond shall be forfeited as liquidated damages if the bid submitted by the Contractor is accepted and if said Contractor, within ten days after the contract is awarded, fails or refuses to enter into a contract with the Owner according to the bid submitted.
- C. Checks, Drafts or Bid Bonds of unsuccessful Bidders shall be returned within ten days after the award of the contract.
- D. Selected Contractor shall furnish to the Owner a Performance and Payment Bond from an insurance company acceptable to the Owner, in the sum of 100% of the contract amount, conditioned upon payment of all labor furnished and materials supplied in the execution of the contract work. This shall guarantee the faithful performance of this contract and against loss by reason of any lien.

VI. PROPOSAL SPECIFICATIONS

A. The intent of this document is to provide bidders sufficient information to enable them to prepare and submit proposals to provide janitorial service for Sangamon County. **FAILURE TO ABIDE BY THIS SECTION WILL RESULT IN CANCELLATION OF THE CONTRACT.** The scope of services is to include the following:

1. Contractor shall maintain the County Courts Complex in a clean and orderly condition five (5) days a week, Monday through Friday, and shall provide two (2) day janitors, who shall work eight (8) hours per day, 7:30 a.m. to 4:00 p.m. There shall be a minimum of eight (8) night janitors, with one being a Night Supervisor, for 3 ½ hours per night, Monday through Friday, 4:30 pm. to 8:00 p.m.

The Sangamon County Detention Facility and Sheriff's Office may only be cleaned during the day when the building is opened. This will require working around the Sheriff Department personnel. Special cleaning for this building, such as carpet cleaning, floor stripping and waxing, etc., will require permission from the Sheriff's Department to have access to these areas to be cleaned. These areas include the Sheriff's Administrative and public areas of the first floor and all areas of the basement, excluding the boiler room and Sheriff's storage area.

B. Janitorial Requirements:

1. General:
 - a. The County will furnish liquid soap, paper towels, toilet paper and garbage bags for restrooms and kitchenettes and trash containers.
 - b. All tools and materials, other than stated herein, are to be furnished by the Contractor.
 - c. Perform all janitorial duties as specified in Exhibit A, pages 11-12.
 - d. Keep written logs for the County's inspection. These logs shall be dated and contain a checklist of the following items found in "Exhibit A":

1. Items listed in the Daily Routine House Service
 2. Items listed in the Weekly Routine House Service
 3. Items listed in the Monthly Routine House Service
2. Prior to the Contractor assigning any of its employees work in the Sangamon County Complex areas, the Contractor must, for each employee:
- a. Provide County with detailed information regarding any arrest which resulted in a conviction, plea of guilty, or sentence of court supervision for any criminal offense with the exception of traffic offenses, and assist the Building and Grounds (B&G) Department in submitting such information to the Sangamon County Sheriffs Department, which will conduct a background check of all such employees.
 - b. Acknowledge the County Sheriffs Department's right to reject any of the Contractor's employees.
 - c. Acknowledge that approval of the Contractor's employee has been made and is on file with the B&G before the employee is assigned to the Sangamon County Complex.
 - d. Acknowledge that Contractor shall pay any cost associated with having the background checks performed by the Sangamon County Sheriff's Department.
 - e. The Contractor shall require that all of its employees, while on duty, be neat clean and courteous and properly trained to perform the assigned work duties in accordance with the Specifications.

EXHIBIT A

JANITORIAL SPECIFICATIONS

I. DAILY ROUTINE HOUSE SERVICES

A. ALL LOCATIONS:

1. Empty wastebaskets and wash them out if necessary to give them a clean appearance.
2. Empty all waste receptacles, inside and outside the building.
3. Dust mop all floor coverings, i.e., tile, concrete, terrazzo, marble, ceramic, etc.
4. Damp mop all floor with a disinfectant cleaner.
5. Vacuum carpets and rugs.
6. Spot clean carpets
7. Wash entrance doors, glass and frame, inside and outside completely.
8. Interior doors with glass and side window glass are to be washed daily.
9. Remove all recycled paper to the recycle pick-up container in Loading Dock area.
10. Remove all waste paper and haul to the waste receptacle dumpster in Loading Dock area.

B. WASHROOMS:

1. Damp mop floors with a disinfectant cleaner
2. Wash all fixtures such as washstands, toilet stools, urinals, mirrors and walls with a disinfectant cleaner, keep graffiti off all walls. Re-check at midday.

C. KITCHENETTES & BREAK AREAS:

1. Wash all fixtures such as sinks, counter tops, tabletops, chairs and outside of appliances.
2. Mop floors with disinfectant cleaner.

D. STAIRWAYS (Monthly):

1. Dust mop and damp mop with a disinfectant cleaner.
2. Keep walls, handrails, light fixtures and heaters cleaned.

E. CENTRAL STAIRWAYS (Monthly and as needed)

1. Vacuum carpet
2. Clean walls, railings, light fixtures and glass.
3. Dust all ledges.

EXHIBIT A**JANITORIAL SPECIFICATIONS (CONTINUED)****II. WEEKLY ROUTINE HOUSE SERVICES****A. ALL LOCATIONS:**

1. Dust furniture completely.
2. Dust bulletin boards, easels, artwork, signs, door closures.
3. Dust all ledges and other areas where dust may accumulate, including book shelving, baseboard, chair rails, ledges, windowsills and window blinds.
4. Clean and polish all doors and ledges.
5. Clean and polish woodwork such as Judges' benches, jury pews, information stations. County Board room, etc.
6. Complete vacuuming of all carpets and rugs, under desks, chairs, tables, etc.
7. Check for spot cleaning (walls, floors, carpet, etc.).
8. Keep all woodwork and brass cleaned and polished.
9. Clean and polish wood and metal furniture to give a clean appearance.
10. Vacuum upholstery.
11. Polish elevator walls.
12. Keep Loading Dock area swept.

B. WASHROOMS:

1. Scrub floors.
2. Polish all metal (mirror frames, plumbing equipment, etc.)

C. KITCHENNETTES & BREAK AREAS:

1. Wash all fixtures such as sinks, counter tops, tabletops, chairs, and outside of appliances.

2. Mop floors with disinfectant cleaner.

**ATTACHMENT A
SANGAMON COUNTY COMPLEX -
JANITORIAL INFORMATION**

COUNTY BLDG SQUARE FOOTAGE	
Basement	22,800
1 st Floor	22,800
2 nd Floor	22,644
3 rd Floor	24,480
4 th Floor	21,744
5 th Floor	19,644
6 th Floor	19,644
7 th Floor	19,644
TOTAL	173,400
DETENTION BLDG SQUARE FOOTAGE	
1 st Floor Sheriffs Administration	14,504
Basement	12,528
TOTAL	27032
COUNTY BLDG PRIVATE RESTROOMS	
1 st Floor	3
2 nd Floor	2
3 rd Floor	3
4 th Floor	4
5 th Floor	17
6 th Floor	11
7 th Floor	17
TOTAL	57
COUNTY BLDG KITCHENETTES	

1 st Floor	3
2 nd Floor	4
3 rd Floor	5
4 th Floor	4
5 th Floor	1
6 th Floor	1
7 th Floor	1
TOTAL	19



SANGAMON COUNTY
DEPARTMENT OF BUILDING & GROUNDS

Bud Ford, Facility Manager

Agreement Between Sangamon County and Building Maintenance Services

Janitorial Services for the County Courts Complex, Detention Center and Sheriffs Office

The agreement shall have a term beginning June 16, 2009 and continue one year, with two (2) one year options for renewal, the first such option to be exercised within (60) days prior to the last day of the initial agreement term) and the (second option to renew to be exercised within (60) days prior to the last day of the first option period) if agreeable to both the County and Building Maintenance Services, unless terminated in the manner hereinafter indicated. The County may terminate the agreement any time, by thirty (30) days written notice to Contractor. The Contractor may terminate this agreement on the last day of any agreement year by written notice to the owner at least (60) days prior to such date. For each subsequent year that this agreement remains in effect, the amount paid to the Contractor will increase by negotiation between the Contractor and Sangamon County if necessary.

The annual amount for services from Building Maintenance Services for the period June 16, 2009 through June 15, 2010 will be \$155,000 (one hundred fifty five thousand dollars) to be paid in monthly installments for services rendered during the preceding month of service.

This agreement encompasses the preceding fourteen pages of description and understanding between Sangamon County and Building Maintenance Services and both parties signed agreement to its content.

Attest:

Building Maintenance Services Company

Its: _____

Its: _____

Sangamon County Buildings and Grounds

Board of Sangamon County

Its: _____

Its: _____