

### **Washington Police Department**

115 WEST JEFFERSON STREET WASHINGTON, ILLINOIS 61571 NON-EMERGENCY (309) 444-2313 FAX (309) 444-7511

To:

**Mayor Manier and City Council** 

From:

Ted Miller - Chief of Police

Date:

May 11, 2017

Re:

Police Department Cleaning and Janitorial Services Renewal

### **BACKGROUND**

The City of Washington Police Department maintains a yearly contract with a cleaning and janitorial service for the purpose of maintaining the police station in a clean and orderly manner. This council memo is intended for the purpose of contract extension.

### **Summary**

S&E Cleaning Services of Washington has been providing janitorial service for the police department for the past several years. They are a trusted service provider and have done an excellent job of maintaining the police station. The noteworthy factor is the "trust" that is extended to a cleaning firm in this environment, as they have potential to be working around sensitive materials. S&E has offered to extend the contract at last year's rate of \$1200.00 dollars per month.

### REQUESTED ACTION

I am requesting that we extend the S&E contract at last year's rate for \$1200.00 per month.

#### **ATTACHED**

Last year's contract is attached for your perusal.

## BID FORM CLEANING AND JANITORIAL SERVICES WASHINGTON POLICE DEPARTMENT

NOTE TO BIDDERS: Carefully review all documents provided by the City in connection with this solicitation for bids including: Invitation for Bids, Instructions to Bidders, Bid Form, Building Maintenance Agreement and Cleaning and Janitorial Services Specifications. Fill out this form completely and legibly.

PART 1. CONTACT INFORMATION									
Full name of individual completing Bid Form: ara dender									
Company name of Bidder and Federal Tax ID number (if any): 5+ E Cleaning									
Services 26-3484491									
Mailing address: 301 Gill Man Ave. washington 1 61571									
Telephone number: (309) 258 - 2851 or (309) 258 - 1896									
Fax number:									
e-mail address: <u>saramendez 42 a g mail.com</u>									
PART 2. BIDDER REFERENCES									
Provide contact information for three clients currently receiving similar cleaning and janitorial									
services from bidder:									
1) Andrew Hageman C.DP (309) 453-5230									
2) Jim Combs-East Bluff Community Center 685-1768									
2) Jim Combs- Fast Bluff Community Center 685-1768 3) Tricia C. Fox cyfsolutions.org (30a)323-6601									
PART 3. YOUR BID									
I, the undersigned, having reviewed the Bid Packet and familiarized myself with the terms and									
conditions of the services to be provided, do hereby submit the following bid:									
Fixed, Lump Sum, Monthly Fee to perform all required contract services: \$\frac{1}{200} \frac{0}{0} \text{per}									
month.									
I further understand, acknowledge and agree that this bid shall remain valid and enforceable by									
the City for a period of at least ninety (90) days after the bid opening date.									
2-15									
Authorized Signature for Bidder T Date									
Sara Wendez									
Printed Name of Authorized Signer									

### BUILDING MAINTENANCE AGREEMENT BETWEEN CITY AND INDEPENDENT CONTRACTOR

This Building Maintenance Agreement (Agreement) is made on $4 - 22 - 15$										
2015, between the City of Washington Police Department, an Illinois municipal corporation										
("PD"), located at 115 W. Jefferson St., Washington, IL. 61571, and 5 + E Cleaning										
Services, located at 301 Gill man washingeryllinois 61571										
("Independent Contractor").										

**TERMS OF AGREEMENT.** This Agreement will run from May 1, 2015, through April 30, 2016, unless it is terminated sooner by one of the parties pursuant to the terms herein.

**PAYMENT FOR SERVICES.** The PD agrees to pay the Independent Contractor the fixed, lump sum amount of \$\frac{1}{200}\circ^2\$ per month for service rendered under this Agreement. Independent Contractor shall submit an invoice to the PD no later than the 7<sup>th</sup> day of the month following the month for which services were rendered. Payment for services rendered in a particular month will be made by the PD on or before the 25<sup>th</sup> day of the next succeeding month. (For example, an invoice for work performed in May 2015 will be submitted by the Independent Contractor to the PD on or before June 7, 2015 and the invoice will be paid by the PD to the Independent Contractor on or before June 25, 2015.)

**REQUIRED SERVICES.** Independent Contractor will perform all services and fulfill all obligations as set forth on the attached **Exhibit A.** 

LABOR, EQUIPMENT AND SUPPLIES. Except as otherwise provided in this Agreement, Independent Contractor shall furnish all labor, equipment, materials, cleaning and other supplies necessary to perform its duties and obligations under this Agreement.

All chemical agents shall be approved viricide, bactericide, and hepacide products and MSDS sheets and shall be supplied by the Independent Contractor to the PD.

The PD shall be responsible to provide and pay for paper towels, toilet tissue, deodorant spray cartridges, deodorant timer-release spray dispensers and batteries, hand soap, urinal cakes/screens, and trash can liners. Independent Contractor will order such PD-supplied items in cooperation with and at the direction of the Chief of Police or their designee. All supplies provided and paid for by the PD shall be kept and stored at the Washington Police Department. All other supplies needed for the performance of the Agreement shall be provided and paid for by the Independent Contractor.

**COMPLIANCE WITH APPLICABLE LAWS.** In the hiring, employment, promotion, or training of its personnel, Independent Contractor will not discriminate on the basis of race, color, religion, sex, national origin, age, marital status, physical or mental disability, or military status. Independent Contractor will secure any and all permits necessary to perform its duties under

this Agreement and will comply with all applicable worker's compensation, employer's liability, and other Federal, State, County and Municipal laws, ordinances, rules and regulations.

**SUPERVISION OF LABOR.** Independent Contractor shall regularly inspect the work performed by its employees and will exercise complete authority over them in the performance of this work. Any deficiencies observed by the PD in the work of the Independent Contractor's employees will be brought to the attention of the Independent Contractor's designated representative.

MONTHLY MEETING WITH CHIEF OF POLICE. On or before the fifth day of every month, and at a mutually agreeable time (such as the first Tuesday at 10AM), Independent Contractor's designated representative may meet with the Chief of Police, or their designee, to discuss the previous month's work, and specifically to discuss and schedule and semi-annual or annual tasks, to discuss any concerns, and/or discuss any proposed changes to this Agreement.

**TIME WHEN SERVICES ARE TO BE PERFORMED.** Except as otherwise provided herein, the service required under this Agreement shall be performed in strict accordance with the schedule contained in **Exhibit A.** When rendering services, Independent Contractor shall take all necessary steps to avoid inconveniencing or interfering with the user of the PD.

**ASSIGNEMT OF DUTIES OR OBLIGATIONS PROHIBITED.** The duties or obligations of Independent Contractor under this Agreement are personal to Independent Contractor and will not be assigned or transferred to another person, firm, corporation, or other entity.

MAINTENANCE OF INSURANCE AND BONDING. During the term of this Agreement, Independent Contractor will carry and maintain, in full force and effect, insurance and bonding of the following types and minimum amounts with an insurance company or companies authorized to do business in the State of Illinois and acceptable to the City, insuring the Independent Contractor (and the City as to Bodily Injury/Property Damage) while it is performing its duties under this Agreement.

Bodily Injury/Property Damage Worker's Compensation

\$300,000.00 combined single limit coverage Coverage in such amount as required by the provisions of the Illinois Worker's Compensation Act (820 ILCS 305/1 et. seq.)

Janitorial Services Bond

\$25,000.00

Independent Contractor also agrees as follows: 1) that the City may inspect the policies/bonds at all reasonable times, 2) that the Independent Contractor will arrange to have the policies/bonds properly endorsed to provide that the insurance company or companies will give the City thirty (30) days written notice of termination, alteration, or change in the policies/bonds, and 3) that the independent Contractor will arrange to have the insurance company or companies furnish the City with certificates of the policies/bonds which detail the

coverage in the policies/bonds and to have such certificates delivered to the City at the time of execution of this Agreement by Independent Contractor.

**CONFIDENTIAL INFORMATION.** The nature of the PD's business and the information maintained at the PD is sensitive and confidential. As a result, in the performance of services or fulfillment of obligations under the Agreement, the Independent Contractor and its employees are prohibited from accessing, reviewing, obtaining or otherwise possessing information regarding PD business. In the event that the Independent Contractor or tis employees become privy to PD business, they must immediately disclose their knowledge/information regarding PD business to the Chief of Police and are prohibited from using or disclosing such knowledge/information to anyone else.

**INDEMNIFICATION OF THE CITY.** Independent Contractor agrees to hold harmless and indemnify the City, its officers, agents, employees, and aldermen against any losses, damages, claims, judgments, expenses, costs and liabilities imposed upon, or asserted against the City, its officers, agents, employees, and aldermen, including reasonable attorney's fees and legal expenses, arising out of the acts or omissions of Independent Contractor, its officers, agents or employees. In addition to any other remedy available to the City under this Agreement, or applicable law, the City is entitles to deduct from the amounts payable to the Independent Contractor for "Payment of Service", the amount necessary to reimburse the City, its officers, agents, employees and aldermen for such losses, damage claims, judgments, expenses, costs and liabilities.

**TERMINATION BY THE CITY.** In the event of default by Independent Contractor, the PD may terminate this Agreement, without penalty on ten (10) days written notice of termination to Independent Contractor.

**TERMINATION BY EITHER PARTY.** Other than by lapse of time or termination for cause, this Agreement may be terminated by either party by giving no less than sixty (60) days written notice of termination to the other party.

**REQUIRED NOTICE.** A party required to give notice under this Agreement will send notice by certified U.S. mail, first class postage prepaid, to the other party at the address listed on the Agreement or to such other address as that party has otherwise designated in writing.

**ATTORNEY FEES.** If the City is required to employ legal counsel or institute legal proceedings to enforce its rights under this Agreement or to defend against a claim brought by the Independent Contractor, the City shall recover its reasonable attorney fees and costs incurred.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties relating to the maintenance of the Washington Police Department. Any alteration or modification of, or any amendment to, to Agreement shall not be valid unless it is in writing and signed by both parties to this Agreement.

**GOVERNING LAW.** This Agreement will be governed by, and construed under, the substantive laws of the State of Illinois, regardless of any conflict of laws provision. All disputes that arise out of this Agreement, wherever derived, will be resolved in the Circuit Court of Tazewell County, Illinois.

INWITNESS WHEREOF, the parties have executed this Agreement on the date set forth on page 1.

WASHINGTON POLICE DEPARTMENT

Donald J. Volk, Chief of Police

INDEPENDENT CONTRACTOR

Signature

**Print Name** 

Attest:

Patricia S. Brown, City Clerk

# EXHIBIT A WASHINGTON POLICE DEPARTMENT 115 W. JEFFERSON ST. WASHINGTON, IL. 61571 CLEANING AND JANITORIAL SERVICE SPECIFICATIONS

Areas to be cleaned include all interior rooms and spaces at 115 W. Jefferson St., the building known as the Washington Police Department, including the hallways and front foyer areas.

### MONDAY, WEDNESDAY & FRIDAY - TO BE CLEANED BETWEEN 6PM AND 6AM

- 1) All trash and garbage shall be removed from all receptacles and placed in the dumpster.
- 2) Floor maintenance (including Sally port): Hard Floors: Sweep and mop
  - Carpet: Vacuum and spot clean as necessary
- 3) Walls, doors and interior glass: Spot clean as necessary
- 4) Bathrooms: Clean and sanitize all commodes, urinals, floors, sinks, showers and counters. Spot clean and sanitize walls as needed. Fill all dispensers.
- 5) Offices, Dispatch, Roll Call Room, Report Writing Room, Interview Rooms and Training Room: Dust all furniture, except desk surfaces and items on desk surfaces. Clean and sanitize all counters. Clean light fixtures, as needed.
- 6) Exterior windows: Spot clean inside portions of windows and glass as needed.

WEEKLY: Clean and condition all markable boards. Dust window blinds.

MONTHLY: Hard floors to be buffer scrubbed. Anti-static floors (lobby and Dispatch

center) only be cleaned with a damp mop and specific cleaner. Clean garbage

cans.

SEMI ANNUALLY: Shampoo all carpeted floors. Strip and wax all hard floors. Clean windows

and screens inside and outside. Clean window blinds.

ADDITIONAL REQUIREMENTS: Confidentiality of all Police business is essential, whether written, verbal or people seen in the facility. Therefore, the name, date of birth, sex, race and driver's license number of all employees that will be in the Police facility is required to be submitted to the Washington Police Department prior to the employee entering the facility. The Washington Police Department reserves the right to refuse any employee without comment.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy, of the policy, of the policy, of such endorsors.			icies may require an end			ent on this c	eruncate does not confe	rights	to the	
PRODUCER Traders Insurance Agency Corp. 721 W. Lake Ave. Peoria, IL 61614 309-686-5080,					CONTACT NAME:						
					PHONE (309) 686-5080 FAX (A/C, No): (309) 686-02					86-0208	
					E-MAIL ADDRESS:						
					INSURER(S) AFFORDING COVERAGE				NAIC #		
					INSURER A: PEKIN INSURANCE						
INSURED Enrique and Sara Mendez dba					INSURER B:						
S & É Cleaning Services 301 Gillman Ave					INSURER C:						
Washington, IL 61571					INSURER D:						
Transferring to the control of the c					INSURER E :						
					INSURER F:						
COVERAGES CERTIFICATE NUMBER:				NUMBER:	REVISION NUMBER:						
IN CI	HIS IS TO CERTIFY THAT THE POLICIES ( IDICATED. NOTWITHSTANDING ANY REC ERTIFICATE MAY BE ISSUED OR MAY PI XCLUSIONS AND CONDITIONS OF SUCH P	UIRE ERTA OLIC	MENT IN, TH IES. LII	, TERM OR CONDITION OF IE INSURANCE AFFORDED	ANY C	ONTRACT OR E POLICIES D DUCED BY PAI	OTHER DOC ESCRIBED HI D CLAIMS.	UMENT WITH RESPECT TO	WHIC	H THIS	
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	1		
Α	GENERAL LIABILITY			CL0156847		05/01/2015	05/01/2016		\$	300,000	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	5,000	
								PERSONAL & ADV INJURY	\$	300,000	
								GENERAL AGGREGATE	\$	600,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC								\$	600,000	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT			
									\$		
	ANY AUTO ALL OWNED SCHEDULED								\$		
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$		
	HIRED AUTOS AUTOS							(Per accident)	\$		
	UMBRELLA LIAB OCCUR		-	<del></del>					\$		
	- Joseph Goodh								\$		
	CLAIWS-WADE								s s		
	DED   RETENTION \$   WORKERS COMPENSATION							WC STATU- OTH-	Ψ		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$		
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE			
	(Mandatory in NH) If yes, describe under										
Α	JANITORIAL SERVICE BOND								\$		
A	BANNIONIAE GENVIGE BOND			LFM002785691		05/01/2015	05/01/2016	\$25000			
DESC	 CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (Att	ach ACC	ORD 101, Additional Remarks Scho	edule, if m	nore space is requ	iired)				
CERTIFICATE HOLDER						CANCELLATION					
Washington Police Department 115 W Jefferson					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Washington, IL 61571						AUTHORIZED REPRESENTATIVE					
December 1 is allow 1:5 Time											