



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Recommend approval of interior cleaning service contract for City Hall, Finance, Public Works, Police Department and Tri-Com																										
Presenter & Title:	Eric Nelson, Building Commissioner																										
Date:	March 8, 2018																										
Please Check Appropriate Box:																											
<input checked="" type="checkbox"/>	Committee of the Whole Meeting		Special Committee of the Whole Meeting																								
<input checked="" type="checkbox"/>	City Council Meeting		Special City Council Meeting																								
<input type="checkbox"/>	Public Hearing		Other -																								
Associated Strategic Plan Goal/Objective:																											
Estimated Cost: \$83,283.30/Annually		Budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Other Funding? <input type="checkbox"/> Yes <input type="checkbox"/> No																								
<i>If "Other Funding," please explain how the item will be funded:</i>																											
Executive Summary:																											
The City has recently put out a request for proposals for the interior cleaning service at City Hall, Finance Department, Public Works, Police Department and Tri-Com. This year we received five bid packets with the results listed below of the bidding process and the proposed cost for FY 2019/2020.																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Company</th> <th style="width: 15%;">FY2016</th> <th style="width: 15%;">FY2019</th> <th style="width: 10%;">Change</th> </tr> </thead> <tbody> <tr> <td>DuKane Contract Services</td> <td style="text-align: right;">\$96,564.00</td> <td style="text-align: right;">\$88,908.00</td> <td style="text-align: right;">- \$7,656.00</td> </tr> <tr> <td>City Wide Building Maintenance Inc.</td> <td style="text-align: right;">\$86,825.00</td> <td style="text-align: right;">\$83,283.30</td> <td style="text-align: right;">- \$3,541.70</td> </tr> <tr> <td>Eco Clean Maintenance Inc.</td> <td style="text-align: right;">\$57,576.00</td> <td style="text-align: right;">\$76,397.76</td> <td style="text-align: right;">+ \$18,821.76</td> </tr> <tr> <td>Multisystem Management Co.</td> <td style="text-align: center;">N/A</td> <td style="text-align: right;">\$73,200.00</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Perfect Cleaning Services Inc.</td> <td style="text-align: right;">\$56,280.00</td> <td style="text-align: right;">\$69,540.00</td> <td style="text-align: right;">+ \$13,260</td> </tr> </tbody> </table>				Company	FY2016	FY2019	Change	DuKane Contract Services	\$96,564.00	\$88,908.00	- \$7,656.00	City Wide Building Maintenance Inc.	\$86,825.00	\$83,283.30	- \$3,541.70	Eco Clean Maintenance Inc.	\$57,576.00	\$76,397.76	+ \$18,821.76	Multisystem Management Co.	N/A	\$73,200.00	N/A	Perfect Cleaning Services Inc.	\$56,280.00	\$69,540.00	+ \$13,260
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While the City has historically accepted the lowest bid for the cleaning of its facilities, this policy has resulted in the forced termination of previous cleaning contracts due to subpar performance. In view of this, City Council granted permission in FY2016 to enter into contract with City Wide Building Maintenance who that year came in as the sixth highest bidder out of the eight accepted bids with a total annual contract of amount of \$86,825.76.																											

In recent conversation with staff from all facilities, it was mutually agreed that it would be in the City's best interest to retain the services of City Wide Building Maintenance for FY 2019/FY 2020. Over the three year term on their present contract, the employees of City Wide have proven to provide a consistent quality of service across all locations, and its managers have been very responsive in addressing any issues that may have been brought forward by staff.

The proposed FY 2019-20 budget includes any anticipated cost increases.
Funding for the contract would be provided as follows:

General Fund- \$56,537

TriCom- \$17,586

Electric- \$4580

Water- \$4580

Attachments: *(please list)*

Contract Resolution
2018-20
Summary of Bids

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Staff recommends approval of Resolution 2018-20 authorizing the City Administrator to enter into a two-year contract with a possible two-year renewable extension for City facility cleaning services with City Wide Building Maintenance.

DuKane Contract Services			City Wide BLDG Maintenance			ECO CLEAN MAINTENANCE INC.			MULTISYSTEM MGMT CO			PERFECT CLEANING SVC INC.		
<u>Public Works</u>	<u>Annual</u>	<u>Monthly</u>	<u>Public Works</u>	<u>Annual</u>	<u>Monthly</u>	<u>Public Works</u>	<u>Annual</u>	<u>Monthly</u>	<u>Public Works</u>	<u>Annual</u>	<u>Monthly</u>	<u>Public Works</u>	<u>Annual</u>	<u>Monthly</u>
May 2018 - April 2019	\$ 18,648.00	\$ 1,554.00	May 2018 - April 2019	\$ 14,401.79	\$ 1,200.15	May 2018 - April 2019	\$ 11,800.00	\$ 983.35	May 2018 - April 2019	\$ 19,800.00	\$ 1,650.00	May 2018 - April 2019	\$ 13,200.00	\$ 1,100.00
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May 2021 - April 2022	\$ 19,200.00	\$ 1,600.00	May 2021 - April 2022	\$ 14,401.79	\$ 1,200.15	May 2021 - April 2022	\$ 11,800.00	\$ 983.35	May 2021 - April 2022	\$ 19,800.00	\$ 1,650.00	May 2021 - April 2022	\$ 13,200.00	\$ 1,100.00
<u>City Hall and Finance</u>	<u>Annual</u>	<u>Monthly</u>	<u>City Hall and Finance</u>	<u>Annual</u>	<u>Monthly</u>	<u>City Hall and Finance</u>	<u>Annual</u>	<u>Monthly</u>	<u>City Hall and Finance</u>	<u>Annual</u>	<u>Monthly</u>	<u>City Hall and Finance</u>	<u>Annual</u>	<u>Monthly</u>
May 2018 - April 2019	\$ 16,800.00	\$ 1,400.00	May 2018 - April 2019	\$ 15,875.97	\$ 1,323.00	May 2018 - April 2019	\$ 16,488.00	\$ 1,374.00	May 2018 - April 2019	\$ 19,176.00	\$ 1,598.00	May 2018 - April 2019	\$ 13,800.00	\$ 1,150.00
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<u>Police Department</u>	<u>Annual</u>	<u>Monthly</u>	<u>Police Department</u>	<u>Annual</u>	<u>Monthly</u>	<u>Police Department</u>	<u>Annual</u>	<u>Monthly</u>	<u>Police Department</u>	<u>Annual</u>	<u>Monthly</u>	<u>Police Department</u>	<u>Annual</u>	<u>Monthly</u>
May 2018 - April 2019	\$ 32,160.00	\$ 2,680.00	May 2018 - April 2019	\$ 35,418.96	\$ 2,951.58	May 2018 - April 2019	\$ 32,734.80	\$ 2,727.00	May 2018 - April 2019	\$ 24,840.00	\$ 2,070.00	May 2018 - April 2019	\$ 26,700.00	\$ 2,225.00
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May 2020 - April 2021	\$ 33,120.00	\$ 2,760.00	May 2020 - April 2021	\$ 35,418.96	\$ 2,951.58	May 2020 - April 2021	\$ 32,734.80	\$ 2,727.00	May 2020 - April 2021	\$ 24,840.00	\$ 2,070.00	May 2020 - April 2021	\$ 26,700.00	\$ 2,225.00
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<u>Tri Com</u>	<u>Annual</u>	<u>Monthly</u>	<u>Tri Com</u>	<u>Annual</u>	<u>Monthly</u>	<u>Tri Com</u>	<u>Annual</u>	<u>Monthly</u>	<u>Tri Com</u>	<u>Annual</u>	<u>Monthly</u>	<u>Tri Com</u>	<u>Annual</u>	<u>Monthly</u>
May 2018 - April 2019	\$ 21,300.00	\$ 1,775.00	May 2018 - April 2019	\$ 17,586.58	\$ 1,465.55	May 2018 - April 2019	\$ 15,374.96	\$ 1,281.25	May 2018 - April 2019	\$ 9,384.00	\$ 782.00	May 2018 - April 2019	\$ 15,840.00	\$ 1,320.00
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2015 Bid	\$ 96,564.00	(Previous)	2015 Bid	\$ 86,825.00	(Previous)	2015 Bid	\$ 57,576.00	(Previous)	2015 Bid	N/A	(Previous)	2015 Bid	\$ 56,280.00	(Previous)
May 2018 - April 2019	\$ 88,908.00	FY Total	May 2018 - April 2019	\$ 83,283.30	FY Total	May 2018 - April 2019	\$ 76,397.76	FY Total	May 2018 - April 2019	\$ 73,200.00	FY Total	May 2018 - April 2019	\$ 69,540.00	FY Total
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May 2020 - April 2021	\$ 91,560.00	FY Total	May 2020 - April 2021	\$ 83,283.30	FY Total	May 2020 - April 2021	\$ 76,397.76	FY Total	May 2020 - April 2021	\$ 73,200.00	FY Total	May 2020 - April 2021	\$ 69,540.00	FY Total
May 2021 - April 2022	\$ 91,560.00	FY Total	May 2021 - April 2022	\$ 83,283.30	FY Total	May 2021 - April 2022	\$ 76,397.76	FY Total	May 2021 - April 2022	\$ 73,200.00	FY Total	May 2021 - April 2022	\$ 69,540.00	FY Total
4 Year Grand Total:	\$ 360,936.00		4 Year Grand Total:	\$ 333,133.20		4 Year Grand Total:	\$ 305,591.04		4 Year Grand Total:	\$ 292,800.00		4 Year Grand Total:	\$ 278,160.00	

Fund Break Down

General	\$56,537.00
TriCom	\$17,586.00
Electric	\$4,580.00
Water	\$4,580.00

RESOLUTION NO. 2018-20

**RESOLUTION AUTHORIZING EXECUTION OF
CONTRACT WITH CITY WIDE BUILDING MAINTENANCE INC.
FOR INTERIOR CLEANING SERVICES**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute on behalf of the City of Geneva, the contract with City Wide Building Maintenance Inc. relating to the Interior Cleaning Services Contract for Geneva City Hall at 22 S. First Street, Geneva IL. 60134, Geneva Finance Office at 15 south First Street, Geneva, IL. 60134, Geneva Police Department at 20 Police Plaza, Geneva, IL 60134, Geneva Public Works at 1800 South Street, Geneva, IL 60134; and TriCom Central Dispatch Services at 3823 Karl Madsen Drive, St. Charles, IL 60175.

SECTION 2: This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 19th day of March, 2018

AYES: __ NAYS: __ ABSENT: __ ABSTAINING: __ HOLDING OFFICE: __

Approved by me this 19th day of March, 2018.

Mayor

ATTEST:

City Clerk

file vault:

Citywide
Building
Maintenance

CONTRACT FOR CLEANING SERVICES

We are pleased to submit our proposal for janitorial maintenance services for the City of Geneva's buildings located as referenced in the bidding documents. The task assignments are listed on the attached bid specifications in detail. However, these specifications should not be construed as all-inclusive. Our Principal objective specification is your complete satisfaction as our customer and you may be certain we will always make every effort to achieve that objective.

AGREEMENT: Made this 23rd day of March, 2018, by and between the City of Geneva (hereinafter called Client) and Citywide Building Maintenance, Inc. (hereinafter called Contractor).

WHEREAS CLIENT desires to employ such cleaning services to its properties located as found in the attached bid specifications.

NOW THEREFORE, the parties hereto agree to the following:

1. Commencing May 1, 2018 and ending April 30, 2020 (with the option of 2 year extension) Citywide Building Maintenance, Inc. will provide for the client the services as described in the bid specifications attached hereto and made a part hereof, in the areas to be serviced therein setforth.
2. All personnel furnished by the contractor will be employees of Citywide Building Maintenance, Inc. will pay all salaries and expenses. Citywide Building Maintenance, Inc. will be considered for the purposes of this contract an independent contractor for the city and referred to as contractor.
3. The contractor is, and will be, responsible for the direct supervision of its personnel and without limiting the responsibility of the contractor, for the conduct of its personnel and the cleaning of the areas to be serviced hereunder, The conduct of the cleaning personnel hereunder is to be guided by rules and regulations as agreed upon from time to time between the client and the contractor. All personnel of the contractor will undergo an extensive background check before working within any building covered by this contract, with no exceptions. This check will be conducted by our Police Department. Pursuant to the background check, the client reserves the right to prohibit a subject employee from performing services within any client building.
4. The contractor agrees that the cleaning services to be provided by the contractor hereunder shall be performed by qualified, careful and efficient personnel in strict conformance with the best practices and highest applicable standards of the industry and the attached specifications. The contractor further agrees that upon request of the client, it will remove from service hereunder, any and all of it's personnel, who in the opinion of the client, are guilty of improper conduct or are not qualified to perform the work assigned to them.
5. In exchange for the services provided to the client by the contractor in conformance with this contract, the client shall make payment to contractor at the rate established by this document as listed below. Billing will be made on the first of each month by the contractor and the client will provide payment to the contractor within the next 30 days.
6. During the first 6 months of this contract, the independent contractor shall be performing the designated services on a probationary basis. During this probationary period the City may, in its sole discretion, terminate the contract, with or without cause, upon written notice to the independent contractor. During all other periods of the contract and upon five (5) days written notice to independent contractor, the City shall have the right to terminate the contract in the event independent contractor fails to fulfill any of the terms of this contract, as determined in the sole discretion of the City.
7. In the event independent contractor fails to provide any of the services herein or is deficient in the performance of any of those services, the City may deduct from monies to be paid to independent contractor the fair market value of the deficient services

8. This contract will commence on May 1, 2018 and will cease April 30, 2020 (with the option of 2 year extension) and will continue in effect, but may be terminated by either party by giving the other party a minimum 10 day written notice delivered by certified mail to the parties last known address.

IN WITNESS WHEREOF, THESE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE HERETO AFFIXED.

March 23, 2018

By:  Client

By:  Contractor

Witness 

CERTIFICATION FOR CONTRACT

The undersigned, as duly-authorized representative of the Contractor, hereby certifies to the City of Geneva, Kane County, Illinois, that regarding this Project known as, _____

INTERIOR CLEANING SERVICES CONTRACT

- 1.) The Contractor ensures that they operate a drug free environment and that drugs are not allowed in the workplace or satellite locations as well as City of Geneva sites in accordance with the Drug Free Workplace Act of January, 1992.
- 2.) The Contractor is fully aware of and able to comply with all Local, State, and Federal Safety Laws and Regulations applicable for the construction of the Project.
- 3.) The Contractor is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 24, Section 11-42.1, Illinois Revised Statutes.
- 4.) The Contractor is not barred from bidding on Contract, or entering into this Contract as a result of a violation of either Section 33E-4 or 33E-4 of Chapter 38, Illinois Revised Statutes, 1987(As Amended).

Subscribed and sworn to



Name

Before me this 26th day of March, 2018

President

Title

Citywide Building Maintenance Inc.

Company

3/26/18

Date

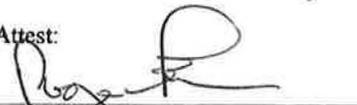
CONTRACT BOND (Corporation)

NOW THEREFORE, If the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of construction such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the aforesaid City of Geneva, Illinois harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this 23rd day of March, A.D. 2018.

By Kevin R Burns

Mayor

Attest:

City Clerk

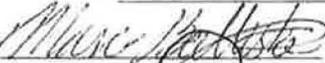
IN WITNESS WHEREOF, We have

duly executed the foregoing

Obligation this 22
day of March, A.D.

2018.

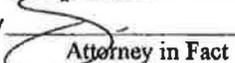
Corporate Name Citywide Building Maintenance, Inc.

By 
President

Attest 
Secretary

Surety Allegheny Casualty Company (SEAL)

By _____ (SEAL)
Attorney in Fact
Stephanie Shetler

By  (SEAL)
Attorney in Fact

CONTRACT BOND (Corporation)

State of Illinois ss.

County of Dauphin

I, Marc Battista, a Notary Public in and for said county, in the State aforesaid, do

hereby certify that Marc Battista and Martha Rodriguez to

me personally known to be President and Secretary respectively of

Citywide Building Maintenance Inc., a corporation, and also known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively they signed, sealed, and delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial seal this 26th day of March A.D. 20 18.

Notary Republic

State of Illinois

ss.

County of Cook



I, Annette Albach, a Notary Public in and for said county, in the State aforesaid,

do hereby certify that Stephanie Shetler, who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for

Allegheny Casualty Company appeared before me this day in person and acknowledge that he

signed the name of Stephanie Shetler thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial seal, this 22 day of March, A.D. 20 18

Annette Albach
Notary Public



CONTRACT BOND

Bond No. 0740252

Citywide Building Maintenance, Inc.

1555 Industrial Dr., Suite A, Itasca, IL

KNOWN ALL MEN BY THESE PRESENTS, That we _____ 60143

a corporation organized under the laws of the State of Illinois and licensed to do business

in the State of Illinois, as Principal, and Allegheny Casualty Company, One Newark Ctr, 20th Floor,
Newark, NJ 07102-5207 a corporation and

existing under the laws of the State of New Jersey, with authority to do business in the State of

Illinois, as Surety, are held and firmly bound unto the City of Geneva, State of Illinois in the penal sum of
~~Eighty Three Thousand Two Hundred~~
~~Eighty Three and 30/100--~~ dollars (\$ 83,283.30), lawful money of the United States, well and truly

to be paid unto said City of Geneva for the payment of which we bind ourselves, our successors and assigns,

jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the City of Geneva, Illinois, which is a municipal corporation and acts through the Mayor and City Council for the construction of the work designated

INTERIOR CLEANING SERVICES CONTRACT for the period of May 1, 2018

through April 30, 2019

which contract hereby is referred to and make a part of hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company, or corporation, to whom any money may be due from the Principal, subcontractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company, or corporation, for the recovery of any such money.

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # 0740252

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANNETTE ALBACH, STEPHANIE SHETLER

Schaumburg, IL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2017



STATE OF NEW JERSEY
County of Essex

George R. James

Executive Vice President (International Fidelity Insurance Company) and
Vice President (Allegheny Casualty Company)



On this 31st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 22, 2018

Maria H. Branco, Assistant Secretary