

CLERK'S CONTRACT and AGREEMENT COVER PAGE

Legistar File ID#: 2018-0783

Innoprise Contract #: C19-0006

Year: 2019-2021

Amount: \$378,291.90

Department: Building Maintenance - Bill Cunningham/Dennis Wokurka

Contract Type: Services

Contractors Name: Total Building Services (TBS)

Contract Description: Custodial Services 2019-2021 (2% increase/year)
\$32,845.30/month Oct 1 - Mar 31
\$30,203.35/month April 1 - Sept 30

MAYOR
Keith Pekou

VILLAGE CLERK
John C. Mehalek

14700 S. Rovinia Avenue
Orland Park, IL 60462
708.403.6100
OrlandPark.org



TRUSTEES
Kathleen M. Fenton
James V. Dodge
Patricia A. Giro
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

December 20, 2018

Ms. Angelike Stalides-Ajroja
Total Building Services, Inc.
340 Bennett Road
Elk Grove Village, Illinois 60007

NOTICE TO PROCEED - Custodial Services 2019-2021

Dear Ms. Stalides-Ajroja:

This notification is to inform you that the Village of Orland Park has received all necessary documents in order for work to commence on the above stated service beginning January 1, 2019. We appreciate your continued service to the Village.

Please contact Bill Cunningham at 708-403-6358 or Dennis Wokurka at 708-403-6374 regarding any issues or concerns with the work.

All invoices should be sent directly to the Accounts Payable Department at 14700 S. Rovinia Ave. Orland Park, IL 60462, or emailed to accountspayable@orlandpark.org. Please be sure that a current certificate of insurance is provided to the Village upon renewal each year.

For your records, I have enclosed one (1) original executed contract dated the 13th day of December, 2018 in an amount not to exceed \$32,845.30 per month October 1st through March 31st and \$30,203.35 per month April 1st through September 30th for 2019 with a two percent (2%) increase for 2020 and 2021. If you have any questions, please call me at 708-403-6173.

Sincerely,



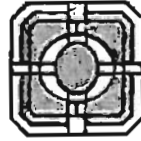
Denise Domalewski
Purchasing & Contract Administrator

cc: Bill Cunningham
Dennis Wokurka

MAYOR
Keith Pekau

VILLAGE CLERK
John C. Mehalek

14700 S. Ravinia Ave.
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ORLAND PARK

VILLAGE HALL

TRUSTEES

Kathleen M. Fenton
James V. Dodge
Patricia A. Gira
Carole Griffin Ruzich
Daniel T. Calandriello
Michael F. Carroll

December 13, 2018

Ms. Angelike Stalides-Ajroja
Total Building Services, Inc.
340 Bennett Road
Elk Grove Village, Illinois 60007

Dear Angy:

This notification is to inform you that on December 3, 2018, the Village of Orland Park Board of Trustees approved awarding Total Building Services, Inc. the contract in accordance with the proposal you November 2, 2018, for Custodial Services 2019-2021 for an amount not to exceed \$32,845.30 per month October 1st through March 31st and \$30,203.35 per month April 1st through September 30th for 2019 with a two percent (2%) increase for 2020 and 2021.

In order to begin this engagement, you must comply with the following within ten business days of the date of this Notice of Award, which is by January 2, 2019.

- I am attaching the Contract for Custodial Services. Please sign and return directly to me. I will obtain signatures to fully execute the Contract and one fully executed Contract will be returned to you.
- Please continue to submit a current Certificate of Insurance from your insurance company in accordance with all of the Insurance Requirements listed and agreed to in the bid at minimum and endorsements for a) the additional insured status, b) the waiver of subrogation for General Liability and c) the waiver of subrogation for Workers Compensation.

Deliver this information directly to me, Denise Domalewski, Purchasing & Contract Administrator, at Village Hall located at 14700 S. Ravinia Ave., Orland Park, IL 60462. You can mail or email the signed contract back to me. You will be issued a Notice to Proceed letter and a purchase order when you are in full compliance with this process. Failure to comply with these conditions within the time specified will entitle the Village to consider your bid abandoned and to annul this Notice of Award. If you have any questions, please do not hesitate to call me at 708-403-6173 or e-mail me at ddomalewski@orlandpark.org.

Sincerely,

Denise Domalewski
Purchasing & Contract Administrator

cc: Bill Cunningham
Dennis Wokurka

 **ORLAND PARK**
Custodial Services Agreement

THIS AGREEMENT made this 13th day of December, 2018 by and between TOTAL BUILDING SERVICES, INC. with its principal place of business at 340 Bennett Road, Elk Grove Village, Illinois 60007 ("Contractor"), and the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation ("Village").

WHEREAS, the Contractor desires to provide the Village with janitorial and cleaning services; and

WHEREAS, the Contractor has submitted a proposal to the Village on November 2, 2018 ("Proposal") in which Contractor has made certain representations as to the services Contractor seeks to provide; and

WHEREAS, the Village seeks to contract for the provision of janitorial and cleaning services subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE 1: SCOPE

A. Contractor agrees to provide all custodial, cleaning and janitorial services described in RFP 18-045 Exhibit B Cleaning Specifications, attached hereto and incorporated herein, at all of the following locations (collectively, "Buildings"), within The Village of Orland Park, Illinois

*These buildings require one (1) full time person, eight (8) hours five (5) days a week Monday through Friday to float from building to building checking bathrooms, lobby areas, etc. for spot cleaning, in addition to regular nightly cleaning.

**For the period October 1st – March 31st this building requires one (1) full time person, two (2) shifts, seven (7) days a week, in addition to regular nightly cleaning. During summer hours at the Sportsplex (April 1 – September 30), the 1st and 2nd shifts will be combined into one shift from 10:30am – 7:00pm Monday thru Friday and 8:00am – 5:00pm Saturday and Sunday, and the 3rd shift will remain the same from 11:30pm – 7:30am seven (7) days per week.

2019 Winter Rate is \$12,343.78/month
2019 Summer Rate is \$9,701.83/month
2% increase per year for 2020 and 2021

NOTE: Cleaning personnel must read and understand English.

LOCATION	SQUARE FOOTAGE	FREQUENCY OF SERVICE	COST PER MONTH		
			2019	2020	2021
* Village Hall 14700 S. Ravinia Ave.	43,000	5 days/week	\$4,104.81	\$4,186.91	\$4,270.65
Civic Center 14750 S. Ravinia Ave.	14,675	5 days/week	\$1,450.00	\$1,479.00	\$1,508.58
* Frank Loeb Rec Center (FLC) 14650 S. Ravinia Ave.	34,000	7 days/week	\$3,752.55	\$3,827.60	\$3,904.15
Recreation Admin (Including Learning Ally) 14600 S. Ravinia Ave.	10,410	5 days/week	\$973.61	\$993.08	\$1,012.94
* Police Station 15100 S. Ravinia Ave	68,000	7 days/week	\$5,660.11	\$5,773.31	\$5,888.78
Public Works Building 15655 S. Ravinia Ave.	10,000	5 days/week	\$1,144.85	\$1,167.75	\$1,191.11
Cultural Arts Center 14760 Park Ave.	32,000	7 days/week	\$1,604.18	\$1,636.26	\$1,668.99
** Sportsplex 11351 W. 159th Street	90,000	7 days/week	\$11,022.80	\$11,243.26	\$11,468.12
Parks Admin Office 14671 West Ave.	1,904	5 days/week	\$301.50	\$307.53	\$313.68
Brown Building 150th & West Ave.	1,595	5 days/week	\$267.20	\$272.54	\$277.99
Building Maintenance Shop 14415 Beacon Ave.	2,000	1 day/week	\$53.82	\$54.90	\$56.00
Orland Park History Museum 14415 Beacon Ave.	3,000	5 days/week	\$264.20	\$269.48	\$274.87
143rd Metro Station 143rd & Southwest Highway	3,100	5 days/week	\$396.29	\$404.22	\$412.30
153rd Metro Station 10401 153rd Street	1,803	5 days/week	\$264.20	\$269.48	\$274.87
179th Metro Station 179th & Southwest Highway	1,000	5 days/week	\$264.20	\$269.48	\$274.87
TOTAL PER MONTH			\$31,524.32	\$32,154.80	\$32,797.90

- B. Contractor shall perform all cleaning and janitorial services, as described in and at the times and intervals designated in RFP 18-045 Exhibit B Cleaning Specifications, attached hereto and incorporated herein, in a manner satisfactory to the Village.
- C. Contractor agrees to furnish, at its expense, all necessary labor, cleaning supplies, uniforms and equipment, necessary to properly clean the Buildings, as described in RFP 18-045 Exhibit B Cleaning Specifications, attached hereto and incorporated herein.

ARTICLE 2: TERM OF SERVICES

This agreement shall be for a term commencing January 1, 2019 through and including December 31, 2021. Thereafter, this Agreement may be renewed subject to both parties mutually agreeing on a negotiated fee and term, subject to Board of Trustees approval. The Village shall provide written notification to Contractor of its intention to renew this Agreement at least thirty (30) days prior to the expiration of the lease term.

ARTICLE 3: TERMINATION

The Village may terminate this Agreement, with or without cause, upon 30 days written notice to Contractor. In addition, the Village may terminate this Agreement immediately, for cause, upon written notice. As used herein, the words "for cause" shall be deemed to be the following:

- A. Any failure by Contractor to comply fully with this Agreement, as determined in the Village's sole discretion;
- B. In the event Contractor shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; or, (2) consented to the appointment of a receiver or trustee of all or part of its property. In the event that an involuntary petition in bankruptcy shall have been filed in regard to Contractor and the same shall not have been dismissed within ten (10) days of such filing, the Agreement shall automatically terminate.
- C. Dishonesty on the part of Contractor or gross mismanagement of the Buildings by Contractor, as determined in the Village's sole discretion;
- D. Any act, omission or neglect by Contractor subjecting the Village to potential or actual criminal prosecution or to substantial penalty (civil or criminal) or fine, as determined in the Village's sole discretion;
- E. Failure by Contractor to comply with the Village's reasonable instructions or directions in connection with the cleaning of the Buildings, as determined in the Village's sole discretion;
- F. Failure by Contractor to advise the Village, with respect to any condition within Contractor's knowledge, affecting the Buildings and requiring the attention of the Village, as determined in the Village's sole discretion; or
- G. Failure of Contractor to abide by all insurance provisions of this Agreement or to timely make all insurance premium payments.
- H. The making of any false or misleading statement or misrepresentation to the Village by or on behalf of the Contractor:
 - 1) as part of its proposal, or
 - 2) as a part of this Agreement or any other agreement between the Village and the Contractor.

If the Village elects to terminate the Agreement in full, all services to be provided hereunder shall cease and all supplies owned by, rented by, or fully or partly paid for by, the Village as may have been accumulated in performing this Agreement, or which are under the Contractor's control, shall be delivered by Contractor to the Village within seven (7) days after the date of receipt of the notice of termination. The Contractor shall immediately reimburse the Village for any damage to such supplies, whether or not caused by the Contractor. The Village shall have the right to request that it be assigned any subcontracts from the Contractor for services pursuant to ARTICLE 10 of this Agreement.

In the event Contractor receives a 30-day written termination notice, then, during the final thirty (30) days of the contract term, Contractor shall restrict its activities, and those of its subcontractors, if any, to winding down any reports, analysis, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment or reimbursement for any service actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in ARTICLE 6 hereof. No amount of compensation shall be allowed for anticipated profits on unperformed services. The payment so made to the Contractor shall be in full settlement for all services satisfactorily performed under this Agreement.

ARTICLE 4: EMERGENCY SUSPENSION

The Village may temporarily suspend any and all cleaning, janitorial and custodial operations of the Contractor, without hearing, if in the sole opinion of the Village Manager, the Contractor or its employees creates a situation or condition posing a health or safety hazard to the public or the Village's or Contractor's employees, or Contractor is charged in any court with an offense involving its fitness to hold any applicable permit, or otherwise engage in commercial cleaning activities.

ARTICLE 5: REMOVAL OF PROPERTY

Upon termination of the Agreement by lapse of time or otherwise, the Contractor shall promptly remove, at its own expense, its property from the Buildings, repair any damage to the Buildings, clean up any debris or garbage, and place the area surrounding the Buildings in a safe, sanitary and sightly condition. All such property not removed within thirty (30) days after this Agreement has been terminated shall thereupon become the sole and exclusive property of the Village.

ARTICLE 6: COMPENSATION

The Village, in consideration of the performance by Contractor of the provisions of this Agreement, agrees to pay Contractor for the term specified in ARTICLE 2, a sum of \$32,845.30 per month October 1st through March 31st and \$30,203.35 per month April 1st through September 30th (as detailed per building in proposal submitted November 2, 2018), payable after receipt of the Contractor's invoice; for the time periods indicated pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

ARTICLE 7: Intentionally Omitted

ARTICLE 8: CONTRACTOR'S INSURANCE

Contractor shall procure and maintain for the duration of this Agreement, at the Contractor's sole expense, the types of insurance specified below, covering services under this Agreement, whether or not performed by Contractor:

- A. Insurance is to be placed with an insurer acceptable to the Village. The insurer must be authorized to do business in and be licensed by the Department of Insurance of the State of Illinois with coverage thereunder satisfactory to the Village and in no event less than the coverage set forth in Exhibit B, attached hereto.
- B. Certified copies of policies evidencing such insurance coverage and all certificates of insurance in connection therewith shall be furnished to the Village prior to the start of the Agreement Term. All such policies shall name the Village as an additional insured and shall provide that the policy may not be terminated or canceled without at least thirty (30) days advance written notice to the Village, or, except upon prior written approval of the Village, materially changed. Such policies shall also provide that the insurer shall notify the Village of the failure of Contractor to pay any premium when due and the Village may, but need not, pay same. Any such payment made by the Village shall be reimbursed by Contractor to the Village upon demand, and may be deducted by the Village from any amounts paid to Contractor.
- C. The foregoing are general insurance requirements only. If Contractor's activities or work performed shall, in the reasonable opinion of the Village, significantly increase any risk to the Village, the Village, in its sole discretion, at any time during the Term of this Agreement, may increase the amount(s) or type of insurance Contractor is required to provide.
 - 1) If the Contractor creates an exposure not covered by the foregoing requirements, the nature of that exposure must be disclosed to, and pre-approved by, the Village.
- D. The Village reserves the right to change, modify or delete any or all of these insurance requirements, as it deems necessary and the Contractor warrants that it will comply with any additional insurance requirements which the Village imposes upon it, or any upon subcontractor performing work pursuant to this Agreement.

- E. Contractor shall ensure that all policies of insurance that are in any way related to the Buildings or the services performed by Contractor shall include clauses providing that each insurance carrier shall waive all rights of subrogation against the Village. Contractor expressly understands and agrees that any insurance maintained by the Village shall apply in excess of, and not contribute with, insurance provided by Contractor under this Agreement.

ARTICLE 9: INDEMNIFICATION

The Contractor shall defend, indemnify and hold the Village, its trustees, officers, agents and employees harmless from all liability, claims, liens, losses, or causes of action for injury or death, or other damages, judgments, costs, damages and expenses of whatsoever kind including reasonable attorneys' fees and costs, which may in any way be suffered by the Village or any of its trustees, officers, agents or employees, or which may accrue against or be charged to or recovered from the Village or its trustees, officers, agents or employees which arise out of or are founded upon the activities or operations of Contractor; or for on account of any act or omission by Contractor or by any employee, agent, or representative of Contractor's in or about the Buildings. Contractor shall defend all such claims in the name of the Village and shall pay for all reasonable attorney's fees and expenses of the Village incurred as a result thereof.

Contractor agrees to indemnify and save harmless the Village against all loss and expense, by reason of liability imposed by law upon the Village for damages:

- because of bodily injury, including death at any time resulting therefrom, sustained by any officer, agent or employee of Contractor while at the Buildings, or elsewhere or while engaged in the performance of work under this Agreement;
- because of bodily injury, including death at any time resulting therefrom, sustained by and person or persons other than employees of Contractor while on or about the Buildings caused by the acts or omissions of Contractor; and/or
- because of injury to or destruction of property caused or occasioned directly or indirectly by Contractor, its servants, agents or employees. Contractor agrees to defend promptly and diligently, at its sole cost and expense, any claim, action or proceeding brought against the Village (a) arising out of or connected with any of the work to be performed under this Agreement, or (b) by any employee or former employee of Contractor arising out of or based upon the law, regulation, requirement, contract or award relating to the hours of employment, working conditions and/or wages or compensation of any such employee. It is expressly understood and agreed that the foregoing indemnification provisions shall survive the termination of this Agreement.

ARTICLE 10: SUBCONTRACTS AND ASSIGNMENTS

Contractor shall not subcontract, assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or, without the express written consent of the Village. The absence of such provision or written consent shall void the attempted subcontract, assignment, delegation or transfer and shall be of no effect as to the services or this Agreement.

All subcontracts and any assignments are subject to approval by the Village. All subcontractors or assignments shall be, regardless of their form, deemed conditioned upon performance by the subcontractor or assignee in accordance with the terms and conditions of this Agreement including, without limitation, all insurance requirements; and if any subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Village, the Village shall have the absolute right, upon written notification, to rescind approval forthwith and to require the performance of this Agreement by Contractor personally or through any other approved subcontractor or assignee. Any approval for the use of sub-contractors or of assignees in the performance of the services under this Agreement shall under no circumstances operate to relieve Contractor of any of its obligations or liabilities hereunder.

Contractor, upon entering into any agreement with a subcontractor, shall furnish the Village with three (3) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the subcontractors are subject to all the terms of this Agreement and shall include any provisions that the Village determines are appropriate. Provided that such Agreements do not prejudice any of the Village's rights under this Agreement, such agreements may contain different provisions that are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the services.

The Contractor shall provide a conditional assignment acceptable in form and content to the Village to each of its subcontractors, which the Contractor shall sign and shall cause the subcontractor to sign, original copies of which shall be provided to the Village.

The Village reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

ARTICLE 11: PUBLICITY

Contractor shall not, and shall not permit any subcontractor to, issue publicity news releases, grant press interviews or, except as may be required by law during or after the performance of this Agreement, otherwise publicly disseminate any information regarding the Buildings covered by this Agreement without the prior written consent of the Village. The Contractor shall not post any signs, plaques or other identification of its services in, on or adjacent to the Buildings without the prior written approval of the Village.

ARTICLE 12: REQUESTS FOR RECORDS

In the event Contractor or any subcontractor is presented with a request for any documents or information by any administrative agency or with a subpoena regarding any records, data, or documents related to this Agreement or the Buildings, Contractor or such subcontractor shall immediately give notice to the Village with the understanding that the Village shall have the opportunity to contest such process by any means available to it before such records, data or documents are submitted to a court or other third party, provided, however, that Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by any court or administrative agency, unless the subpoena is quashed or the time to produce is otherwise extended.

ARTICLE 13: CONTRACTOR COVENANTS

The Contractor hereby warrants and represents to, and covenants with, the Village as follows:

- A. Contractor shall fully carry out all activities and provide all services as required by and limited by this Agreement.
- B. Contractor shall furnish and maintain, at its own cost and expense, in good, usable condition, sufficient supplies and equipment to carry out its cleaning operations and services and shall maintain such supplies and equipment in a clean and orderly condition satisfactory to the Village Manager. At all times during the Agreement Term, Contractor shall maintain all work and rest areas in the Buildings and all personal property located therein in a clean, neat, orderly, and safe condition.
- C. Contractor represents and warrants that it is familiar with and shall specifically comply with any and all requirements for operation of a commercial contract cleaning service, as defined in the applicable statutes, codes, ordinances and regulations of the Village, County of Cook and State of Illinois.
- D. Contractor shall ensure that it will employ and erect all proper safeguards, barriers and warning signs to protect Contractor's and the Village's employees, visitors and the general public from injury due to its cleaning operations and services pursuant to this Agreement and shall be solely responsible for the failure to provide such safeguards.
- E. Contractor agrees to make prompt restitution by cash and to repair or replace, at its own expense, any damage caused by its employees or agents, or for any other damages for which the Contractor is liable, to the satisfaction of the Village.

- F. Contractor shall ensure that its employees or agents neither use nor bring into the Buildings any intoxicating or alcoholic beverages nor permit improper or immoral conduct on the part of its officers or employees, while on Village property.
- G. Contractor shall abide by the laws of the United States, State of Illinois, and all applicable Village codes, ordinances and regulations.
- H. Contractor agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act, Illinois Human Rights Act, and Americans with Disabilities Act and all applicable rules and regulations promulgated thereunder and all amendments made thereto, and Contractor represents, certifies and agrees that no person shall be denied employment opportunity by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service.
- I. Contractor shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and to file all tax returns as required by law.
- J. Contractor shall maintain itself in good standing to do business under the laws of the State of Illinois.
- K. Contractor shall employ at its own cost and expense, a sufficient number of qualified personnel, including an on-site manager for all of its cleaning operations in the Buildings and agrees that the cleaning and janitorial services provided by such personnel shall be provided in a thorough, businesslike and efficient manner. As designated by the Village Manager, Village employees may require individual Contractor employees to perform particular tasks and/or modify behavior which such Village employees deem necessary and in compliance with Contractor's obligations under this paragraph, including, without limitation, requiring that Contractor's employees repeat particular cleaning or janitorial work, if such work as previously performed is not to the Village's satisfaction, reasonably requiring that particular tasks, though not specifically listed in RFP 18-045 Exhibit B Cleaning Specifications attached hereto, are performed, prohibiting rudeness to Village employees or the public and preventing poor sanitation practices.
- L. Contractor shall train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service. All employees shall wear uniforms in a form satisfactory to the Village, making them clearly identifiable as employees of Contractor.
- M. Contractor agrees to adhere to all Federal, State and Local laws, rules and regulations that may pertain to the commercial cleaning and custodial industry, including but not limited to, paying for all necessary licenses, permits and inspections.

ARTICLE 14: ADDITIONAL STANDARDS OF PERFORMANCE

The Contractor shall perform all services required of it under this Agreement with that degree of skill, care and diligence shown by a professional in its area of services. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Village. Contractor shall at all times use its best efforts on behalf of the Village and the Buildings to assure timely and satisfactory rendering and completion of its services.

Contractor shall, at all times, act in the best interest of the Village consistent with its professional obligations assumed by it in entering into this Agreement. Contractor shall perform all services in accordance with the terms and conditions of this Agreement and to the satisfaction of the Village. Contractor agrees to furnish efficient business administration and supervision to render and complete the services at reasonable cost.

Contractor shall perform or cause to be performed all services required by the Agreement. Contractor shall assure that all services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor shall remain responsible for the professional and technical accuracy of all services or documents furnished, whether by Contractor or its subcontractors or another on its behalf. All documents shall be prepared in a form and content satisfactory to the Village and shall be delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, at the Village's option, Contractor shall perform again, at its own expense, any and all services required to be repeated as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the services by the Village shall not relieve Contractor of its responsibility to perform the services as required by this Agreement and for the professional and technical accuracy of its services and documents. This Article in no way limits the Village's rights against Contractor either under this Agreement, at law or in equity.

ARTICLE 15: NONDISCRIMINATION

Contractor shall comply with all applicable federal, state and local nondiscrimination laws, rules and regulations.

ARTICLE 16: TIME OF ESSENCE

Contractor shall use its best efforts to provide services and documents within the time limits required under this Agreement and as requested by the Village. Contractor acknowledges that sometimes deadlines for services are dictated by the requirements of agencies or events outside the control of the Village, and further acknowledges that failure by the Contractor to meet these deadlines may result in economic or other losses to the Village and that in those circumstances, in particular, time is of the essence.

ARTICLE 17: NO DAMAGES FOR DELAY

The Contractor agrees that neither it, nor any subcontractors shall make any claims against the Village for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the Village in the performance of the Contractor's services. If the Contractor's performance of its services is delayed by causes beyond Contractor's or its subcontractors' reasonable control, the term for performance under this Agreement may be extended by the Village, in its sole discretion, to reflect the extent of the delay, provided that Contractor shall have given the Village written notice within ten (10) days of the commencement of such delay and shall have received the Village's approval of the extension. The notice by Contractor shall include a description of the reasons for the delay and the steps Contractor has taken or will take to mitigate the schedule effects of the delay. By permitting Contractor to proceed with its services, or any part of them, after an extension, the Village in no way waives any right under this Agreement, at law or in equity.

ARTICLE 18: SPECIAL CONDITIONS

Warranties and Representations: In connection with the execution of this Agreement, Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, subcontractors, if any, are competent to perform the services required under this Agreement; and that Contractor is legally authorized to execute and perform this Agreement under the terms and conditions stated herein.
- B. That Contractor shall not knowingly use the services of any ineligible contractor or consultant for any purpose in the performance of its services under this Agreement.
- C. That Contractor and its subcontractors, if any, to the best of its knowledge, are not in default on any contract at the time of the execution of this Agreement.
- D. That Contractor has carefully examined and analyzed the provisions and requirements of this Agreement and acknowledges that it understands the nature of the services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that it was permitted access to any person or information in connection with its preparation.
- E. That the Contractor can and shall perform the services in accordance with the provisions and requirements of this Agreement.

- F. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Village has induced Contractor to enter into this Agreement or has been relied upon by Contractor including any with reference to:
- 1) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
 - 2) the nature of the services to be performed;
 - 3) the nature, quality, or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
 - 4) the general conditions which may in any way affect this Agreement or its performance;
 - 5) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiations thereof, any discussions thereof, the performances thereof or those employed therein or connected or concerned therewith.
- G. That Contractor acknowledges that it was given ample opportunity and time and was requested by the Village to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which is desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision had been included in this Agreement or else, if omitted, that Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.
- H. That Contractor acknowledges that the Village, in its selection of Contractor to perform the services hereunder, materially relied upon Contractor's proposal and any related documents; that the aforesaid information was accurate at the time it was made; that no material changes in it have or will be made without the express written consent of the Village; and that the Village relied among other things during negotiations for this Agreement, on Contractor's statements and representations that Contractor holds itself to very high standards of quality and professionalism as a firm in its area of service.
- I. That any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty and, if false, is also cause for termination pursuant to ARTICLE 3.

ARTICLE 19: JOINT AND SEVERAL LIABILITY

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

ARTICLE 20: BUSINESS DOCUMENTS AND DISCLOSURE OF OWNERSHIP INTEREST AND OTHER CERTIFICATIONS

Contractor shall provide copies of its latest Articles of Incorporation, By-laws and Resolutions and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names and certifications of good standing with the Office of the Secretary of State of Illinois. Contractor shall provide the Village such other affidavits or certifications as may be required by federal, state, local and Village law in the award of public contracts, all to be attached under Exhibit C and incorporated by reference into this Agreement as if set forth here. Contractor shall further cause its subcontractors, if any, to submit all such documents to the Village.

ARTICLE 21: NO LIENS

The Contractor shall not allow any mechanic's liens for labor or materials furnished, or alleged to be furnished, to the Contractor, to attach to any portion of Buildings or any funds belonging to the Village. If any lien so attaches, the Village may remove it at the Contractor's sole expense and offset the cost against the Contractor's compensation. The Contractor shall reimburse the Village for any such costs not so offset.

This provision shall apply to all material and labor furnished, or alleged to be furnished, to the Contractor in connection with its Services under this Agreement, whether for the Buildings or otherwise.

ARTICLE 22: INDEPENDENT SUBCONTRACTOR

The Contractor agrees that it is acting as an independent contractor in performing under this Agreement and nothing herein is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Village and the Contractor, or as constituting the Contractor or any officer, owner, employee or agent of the Contractor as an agent, representative or employee of the Village for any purpose or in any manner whatsoever; provided, however, that when Contractor procures goods or services to perform this Agreement pursuant to the provisions of ARTICLE 1 and RFP 18-045 Exhibit B Cleaning Specifications of this Agreement, it shall be deemed to be acting in a fiduciary capacity for the Village and shall be held to a fiduciary standard in performing such duties.

Neither Contractor nor any employee or agent of Contractor is an employee or agent of the Village and therefore, is not entitled to any benefits provided employees of the Village. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the Village for any purpose. Neither Contractor nor any person engaging in any work or services related to the Agreement at the request or with the actual or implied consent of Contractor may represent him or herself to others as an employee or agent of the Village. Should any person indicate to Contractor or any employee or agent of Contractor, by written or oral communication, course of dealing, or otherwise, that such person believes Contractor to be an employee or agent of the Village, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services for cleaning the Buildings, Contractor shall do so in Contractor's own business name and not in the name of the Village.

ARTICLE 23: GENERAL CONDITIONS

A. **Entire Agreement:**

This Agreement, and the Exhibits attached hereto and incorporated herein (including the Specifications and Instructions for Custodial Services, Proposal of November 2, 2018, with all attachments thereto, and Insurance Requirements), shall constitute the entire agreement between the parties and no other warranties, inducements, consideration, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

B. **Waiver**

The waiver by the Village of any breach, default, or noncompliance by the Contractor under any provision of this Agreement shall not be deemed to constitute a waiver of such provision for any subsequent breach, default or non-compliance on the part of the Contractor, of the same or any other provision. The acceptance of any payment by the Village shall not be deemed to constitute a waiver of any prior or later occurring breach or default by Contractor of any provision of the Agreement regardless of the Village's knowledge of such breach or default at the time of its acceptance of such payment.

ARTICLE 24: ADDITIONAL REPRESENTATIONS BY CONTRACTOR

A. Contractor represents and covenants that no employee or agent of the Village (1) has been employed or retained to solicit or aid in the procuring of this Agreement; (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Village.

- B. The Contractor, by execution of this Agreement, hereby certifies that Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4). A copy shall be provided upon Village's request.

ARTICLE 25: NOTICES

All notices required or permitted to be given under this Agreement shall be deemed given when such notice is either hand delivered or sent by certified mail, return receipt requested and deposited with the United States Postal Service, with postage thereon prepaid, addressed to the other party at the following addresses:

If to the Village:

Village of Orland Park
Denise Domalewski
Purchasing & Contract Administrator
14700 S. Ravinia Avenue
Orland Park, Illinois 60462
Ph: (708)403-6173
Email: ddomalewski@orlandpark.org

If to the Contractor:

Angelike Stalides-Ajrojo, President
Total Building Services, Inc.
340 Bennett Road
Elk Grove Village, Illinois 60007
Ph: 847-439-1030 Fax: 847-439-2379
Email: ajrojo@totalbuildingsservice.com
totalbuildingssvc@yahoo.com

The parties may designate, in writing, any further or different addresses to which subsequent notices shall be sent.

ARTICLE 26: AMENDMENTS

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of Contractor and of the Village.

This Agreement, including all Exhibits attached hereto, represents the entire, integrated agreement between the parties hereto and shall supersede all prior negotiations, representations or agreements pertaining thereto, either oral or written. The Contractor agrees that the decision of the Village Manager relative to the proper performance of the terms of this Agreement shall be final and conclusive as to each matter not covered in this Agreement that may arise in connection with the privileges granted, as to each matter which is not clearly specified herein.

ARTICLE 27: APPLICABLE LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.

ARTICLE 28: COUNTERPARTS

This Agreement may be signed upon any number of counterparts with the same effect as if the signatures to each were upon the same Agreement.

ARTICLE 29: ADDITIONAL DOCUMENTS

The parties hereof agree to execute such additional documents as may be required from time to time to further carry out the purpose and intent of the provisions hereof.

ARTICLE 30: SEVERABILITY

If any provisions of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

ARTICLE 31: ASSIGNS

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns, as permitted herein.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representative the day and year first above written.

VILLAGE OF ORLAND PARK

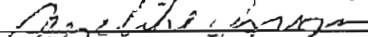
By: 

Name: Joseph S. LaMara

Title: Village Manager

Date: 12/19/18

TOTAL BUILDING SERVICES, INC.

By: 

Name: Angelike Arreola

Title: President

Date: 12/13/18

Village of Orland Park
RFP 18-045
Custodial Services
Unit Price Sheet

LOCATION	SQUARE FOOTAGE	FREQUENCY OF SERVICE	COST PER MONTH		
			2019	2020	2021
* Village Hall 14700 S. Ravinia Ave.	43,000	5 days/week	\$4,104.81	\$4,186.91	\$4,270.65
Civic Center 14750 S. Ravinia Ave.	14,675	5 days/week	\$1,450.00	\$1,479.00	\$1,508.58
* Frank Laebe Rec Center (FLC) 14650 S. Ravinia Ave.	34,000	7 days/week	\$3,752.55	\$3,827.60	\$3,904.15
Recreation Admin (Including Learning Ally) 14600 S. Ravinia Ave.	10,410	5 days/week	\$973.61	\$993.08	\$1,012.94
* Police Station 15100 S. Ravinia Ave	68,000	7 days/week	\$5,660.11	\$5,773.31	\$5,888.78
Public Works Building 15655 S. Ravinia Ave.	10,000	5 days/week	\$1,144.85	\$1,167.75	\$1,191.11
Cultural Arts Center 14760 Park Ave.	32,000	7 days/week	\$1,604.18	\$1,636.26	\$1,668.99
** Sportsplex 11351 W. 159th Street	90,000	7 days/week	\$11,022.80	\$11,243.26	\$11,468.12
Parks Admin Office 14671 West Ave.	1,904	5 days/week	\$301.50	\$307.53	\$313.68
Brown Building 150th & West Ave.	1,595	5 days/week	\$267.20	\$272.54	\$277.99
Building Maintenance Shop 14415 Beacon Ave.	2,000	1 day/week	\$53.82	\$54.90	\$56.00
Orland Park History Museum 14415 Beacon Ave.	3,000	5 days/week	\$264.20	\$269.48	\$274.87
143rd Metra Station 143rd & Southwest Highway	3,100	5 days/week	\$396.29	\$404.22	\$412.30
153rd Metra Station 10401 153rd Street	1,803	5 days/week	\$264.20	\$269.48	\$274.87
179th Metra Station 179th & Southwest Highway	1,000	5 days/week	\$264.20	\$269.48	\$274.87
TOTAL PER MONTH			\$31,524.32	\$32,154.80	\$32,797.90

*These buildings require one (1) full time person, eight (8) hours five (5) days a week Monday through Friday to float from building to building checking bathrooms, lobby areas, etc. for spot cleaning, in addition to regular nightly cleaning.

**For the period October 1st – March 31st this building requires one (1) full time person, two (2) shifts, seven (7) days a week, in addition to regular nightly cleaning. During summer hours at the Sportsplex (April 1 – September 30), the 1st and 2nd shifts will be combined into one shift from 10:30am – 7:00pm Monday thru Friday and 8:00am – 5:00pm Saturday and Sunday, and the 3rd shift will remain the same from 11:30pm – 7:30am seven (7) days per week.

Organization Name: Total Building Service, Inc.
 Street Address: 340 Bennett
 City, State, Zip: Elk Grove Village IL 60007
 Contact Name: Angelika Stolidis-Ajroja
 Title: President
 Email Address: Totalbuildingsvc@yahoo.com
 Phone: 847-439-1030
 Fax: 847-439-2379
 Date: 11/1/2018

This may replace the Proposal Summary Sheet within the RFP document

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Ange like Stalides Airoja, as President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Total Building Service, Inc, certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No []

Federal Employer I.D.#: 36-3177946
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (check one):

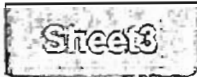
- Sole Proprietor
- Independent Contractor (Individual)
- Partnership
- LLC
- Corporation IL 1982
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No []

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARRASSMENT POLICY: Yes No []

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, of 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 vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act (Illinois Human Rights Act) (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."



Village of Orland Park
RFP 18-045
Custodial Services
Unit Price Sheet

LOCATION	SQUARE FOOTAGE	FREQUENCY OF SERVICE	COST PER MONTH		
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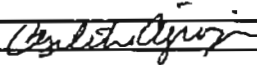
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Organization Name: Total Building Service, Inc.

Street Address: 340 Bennett

City, State, Zip: Elk Grove Village IL 60007

Contact Name: Angelike Stalides-Ajroja 

Title: President

Email Address: Totalbuildingsvc@yahoo.com

Phone: 847-439-1030

Fax: 847-439-2379

Date: 11/1/18

REFERENCES

ORGANIZATION Takeda Pharmaceuticals
ADDRESS One Takeda Parkway
CITY, STATE, ZIP Dearfield, IL 60015
PHONE NUMBER 224-554-6500
CONTACT PERSON Sue Hall
DATE OF PROJECT 2006 - current

ORGANIZATION Claire's Accessories
ADDRESS 2400 West Central Road
CITY, STATE, ZIP Hoffman Estates, IL 60195
PHONE NUMBER 847-765-3586
CONTACT PERSON Tom Buresch
DATE OF PROJECT 1996 - current

ORGANIZATION Knowles Electronics
ADDRESS 1151 Maplewood
CITY, STATE, ZIP Itasca, IL 60143
PHONE NUMBER Brian Modloff
CONTACT PERSON 630-250-5138
DATE OF PROJECT 2004 - current

Proposer's Name & Title: Angelike Stalides Avroza
Signature and Date: President @signature 11/1/18

INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing bidder's current coverage's

WORKERS COMPENSATION & EMPLOYER LIABILITY

\$500,000 – Each Accident \$500,000 – Policy Limit
\$500,000 – Each Employee
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY

\$1,000,000 – Combined Single Limit
Additional Insured Endorsement in favor of the Village of Orland Park

GENERAL LIABILITY (Occurrence basis)

\$1,000,000 – Each Occurrence \$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate
Additional Insured Endorsement & Waiver of Subrogation in favor of the Village of Orland Park

EXCESS LIABILITY (Umbrella-Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate
EXCESS MUST COVER: General Liability, Automobile Liability, Workers Compensation


3RD PARTY EMPLOYEE DISHONESTY BOND

\$250,000

Any insurance policies providing the coverages required of the Contractor/Vendor shall be specifically endorsed to identify "The Village of Orland Park, and their respective officers, trustees, directors, employees and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured." If the named insureds have other applicable insurance coverage, that coverage shall be deemed to be on an excess or contingent basis. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regards to General Liability and Workers Compensation coverage's. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A VII rating according to Best's Key Rating Guide. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsement however, shall not be a waiver of the contractor's obligation to provide all of the above insurance.

Proposer agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages and limits described above directly to the Village of Orland Park, Denise Domalewski, Contract Administrator, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED THIS 1 DAY OF November, 2018



Signature

Argele Stalides
Printed Name & Title President

Authorized to execute agreements for:

Total Building Service, Inc.
Name of Company



TOTAL BUILDING SERVICES, INC.

JANITORIAL SERVICE PROPOSAL
for
VILLAGE
OF
ORLAND PARK

November 2, 2018



TOTAL BUILDING SERVICE, INC.

MANAGEMENT PHILOSOPHY:
DEDICATION, EFFICIENCY, CONSISTENCY

Our mission is to achieve each customer's total satisfaction.

We handle each building we service as if it were our own. As a result, our proud, dedicated service team continuously strives to deliver the highest standards of quality in the industry.

A successful maintenance program requires an intelligent, well thought out approach to designing the most efficient system. Our operations team specializes in delivering this crucial element. Our efficiency enables us to meet our high standards while our dedication pushes us to exceed them.

With a strong emphasis on customer satisfaction, we consistently strive to fulfill our mission every single day. It is important for our clients to know they can depend on us to perform with a consistently high level of dedication, while delivering efficient results.



TOTAL BUILDING SERVICE, INC.

340 Bennett Road, Elk Grove Village, IL 60007

847.439.1030 f.847.439.2379

www.totalbuildingservice.com

November 2, 2018

Mr. John C. Mehalek
Village Clerk
Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

Dear John:

We sincerely appreciate the opportunity to present our janitorial service proposal for Village of Orland Park. With our successful track record at your facilities for the past several years, we are confident that we can continue to deliver the quality standards you seek.

Attached you will find descriptions of our operational structure, quality assurance program, training information, references and other information for your review.

For over 3 decades, our organization is based upon dedication, efficiency and a continuous goal to achieve our client's total satisfaction. Our team is trained to deliver a pro-active service approach. This approach will enhance our partnership by minimizing the need to react to feedback and maximizing a process that continually anticipates daily challenges and initiates immediate solutions.

Thank you, again for your time and consideration while reviewing our material. We look forward to continuing our relationship with you and Village of Orland Park.

Sincerely,
TOTAL BUILDING SERVICE, INC.

Angelike Ajroja

Angelike Ajroja
President



TOTAL BUILDING SERVICE, INC.

COMPANY OVERVIEW

- * Over 35 years of service as a leading Chicago based janitorial service contractor, servicing a variety of facilities including; office space, retail, manufacturing, institutional and municipal.

- * Over 400 employees providing service to over 15,000,000 square feet of space daily, throughout Chicago and surrounding suburbs, Wisconsin and Indiana.

- * Family owned and operated.

- * Certified woman business enterprise.

- * Low employee turnover and long term supervisory personnel.

- * Excellent Training & Safety Program.

- * Thorough Quality Assurance and implementation plan.

- * Prestigious references.



TOTAL BUILDING SERVICE, INC.

COMPANY BACKGROUND

Total Building Service, Inc. has attained its excellent reputation by providing quality janitorial services for over 35 years. As a certified Woman Business Enterprise, we service several million square feet daily and employ over 400 people. Our impressive client list includes many of the most prestigious companies in the Chicago metropolitan area. In the very competitive janitorial service industry, we pride ourselves on offering the highest level of dedication and efficiency. By doing so we are able to provide consistent levels of excellence.

We place a strong emphasis on customer satisfaction and constantly strive to fulfill our mission every single day. We view quality not as a set of cut-and-dried standards, but as a journey and continuous process. We train our entire operations team to deliver proactive service.

Prior to starting a project we conduct a detailed facility analysis that involves an itemized breakdown of each section of the facility. We look at floor coverings, traffic patterns, population and any other special requirements. By doing so we are able to offer optimal labor output with minimal labor hours. This means value for our clients.

Our solid staff of conscientious experts is a crucial element in maintaining our very high standards. Through extensive background checks and training programs, we strive to make our service associates the most knowledgeable in the industry. By recognizing and rewarding those individuals that contribute to our reputation for excellence, we are able to build a strong, dedicated team with very low turnover.

Our management team brings to the table more than two generations of experience and a good, old fashioned work ethic. We combine this experience with today's technology to bring our clients the most efficient and consistent janitorial service available.

With an enormous amount of pride, our dedicated team services each building as if it were our own. We aim not only to meet but exceed your expectations. Only by keeping our clients completely satisfied are we able to grow. That's why we approach each day as an opportunity to advance in our pursuit of quality.



TOTAL BUILDING SERVICE, INC.

SUPERVISION STRUCTURE

1. Crew Supervisor
2. Field Supervisor
3. Quality Assurance Manager
4. General Manager
5. Vice-President of Operations

The integrity and experience of our Management Team cannot be matched.

Daily task consistency will be maintained by the expertise of your Crew Supervisor. He will be responsible for checking in and signing the log book daily, as well as delegating special instructions to his team. A nightly check list will also be conducted by the Crew Supervisor to ensure that all duties and assignments are completed as scheduled.

Additional support from the Field Supervisor and General Manager will ensure that the nightly services are performed efficiently. Field management plays a crucial role in maintaining our quality standards. They make a point to work with the On Site Supervisor and staff on a regular basis. During their visits, they conduct facility checklists and monitor the results of our service program.

Directing the process of delegating duties and following up on their completion is the General Manager. He specializes in creating Total Quality Systems designed to produce the most efficient cleaning results. Both he and the Vice President will regularly visit your facility to monitor progress by conducting random inspections.

Our Vice President of Operations has the responsibility of directing all operations, overseeing the team and achieving the high standards of our clients. With over 30 years of experience, he has greatly contributed to our reputation for dedicated and efficient service.

Our monthly inspection report will be prepared by the Quality Assurance Manager. A complete description of this process can be found in the attached quality section. Our operations team will review this report and discuss any possible areas of improvement during our frequent team meetings.



TOTAL BUILDING SERVICE, INC.

MANAGEMENT TEAM DUTIES

FIELD SUPERVISORS

Reports to General Manager

Responsible for maintaining quality and consistency at designated accounts within their operational area.

Communicates instructions from management to Building Supervisors and Crews.

Provides on going support and guidance to Building Supervisors.

Conducts frequent quality inspections.

QUALITY ASSURANCE MANAGER

Reports to vice president.

Conducts monthly inspection reports.

Monitors all inspection results to maintain quality and consistency.

Works with management to target account objectives and improvement strategies.

PERSONNEL MANAGER

Reports to Vice President.

Conducts background checks and interviews.

Hires new employees and matches account requirements with appropriate levels of experienced personnel.

Conducts orientation and training for new hires.

Works with supervisors on site to provide training guidance and support.

SPECIAL PROJECTS MANAGER

Reports to General Manager.

Schedules special project for each account.

Monitors all special project activities.

Trains special projects team and delegates specialized duties.

Evaluates special project results.

MAINTENANCE MANAGER

Reports to Vice President

Conducts inventory of all supplies, chemicals and equipment.

Maintains warehouse stock of all supplies, chemicals and equipment.

Keeps all equipment repaired and operable.

Assists in training employees on proper techniques and equipment usage.

GENERAL MANAGER

Reports to Vice President.

Assigns and delegates duties to all operations positions.

Follows up on the successful execution of all targeted objectives, assignments and improvement strategies.

Conducts frequent visits to facilities to monitor quality and to offer support and guidance.

Works with supervisors to target objectives and to determine improvement strategies.

VICE PRESIDENT OPERATIONS

Efficiently oversees the activities of over 300 operations employees.

Creates innovative and efficient service systems for each account.

Monitors the efficiency of each account and makes adjustments for improved strategies.

Determines staffing and scheduling needs for each account.

Conducts frequent visits to facilities to inspect quality and to provide guidance and support.



TOTAL BUILDING SERVICE, INC.

TRIPLE A SERVICE

We understand the importance of being available 24 hours a day.

With a large network of management, supervisors and other support personnel on hand, we have the ability to guarantee;

Ananything,

Any time,

Any place!!

Our "Triple A Service" assures the very quickest and most efficient response to emergencies and special requests.



TOTAL BUILDING SERVICE, INC.

COMMITMENT TO GREEN CLEANING

Total Building Service, Inc. is in compliance with all environmental policies and uses only certified green chemicals and equipment. Currently, we are helping 3 of our clients with the LEED-EB certification. We will continue to learn and adapt to the changing LEED requirements.

Our commitment to Green Cleaning focuses on cleaning for health as well as minimizing the impact of cleaning practices on the environment. Green Cleaning utilizes chemicals, equipment and processes designed to deliver the following results:

Cleaning for Health

- Contain, capture and remove dust, bacteria, mold, pollen and other allergens from the premises
- Improve indoor air quality
- Minimize risk from exposure to residual cleaning chemicals
- Minimize cross contamination

Minimize Environmental Impacts of Cleaning

- Green certified or environmentally preferred chemicals
- Minimize water usage

Provide Economic Benefits to Clients

- Marketing benefit of Green Building
- Minimize absenteeism
- Extend building life

Cornerstones of a Green Cleaning Program

- Responsible chemical selection
- Minimize exposure to chemical concentrates through dilution control systems
- Use of microfiber cleaning products for floor cleaning, dusting and spot cleaning
- Use of high filtration vacuums



TOTAL BUILDING SERVICE, INC.

QUALITY ASSURANCE

IN PURSUIT OF QUALITY

The driving force in any business is to create and keep customers. This can only be accomplished by delivering superior quality. Pursuing quality means that we must know our customer's needs, understand their expectations and adjust our strategies to more effectively serve them. With this in mind, we view quality not as something to attain, but as a journey and continuous process.

EVALUATION

Critical and honest evaluation of our service is a crucial part of our pro-active strategy. An effective evaluation requires more than a system that merely "grades" quality. Instead the evaluation must provide process resolution and results.

INSPECTIONS

Our customized reports pin point targeted areas as individual entities. Each target is thoroughly dissected and requires a specific analysis for each segment. The report documents follow up and lists a resolution strategy for each area. After each area is inspected, a final facility summary is completed. In addition to this monthly report, random inspections will be frequently conducted by various levels of management throughout the week.

COMMUNICATION

Further assessment of performance quality will be derived from monthly scheduled meetings with facility Managers. We value feedback and input from our clients as well as our employees. This on-going process assures us that we are helping our employees achieve the service goals we have set.

RESULTS

Pursuing quality requires us to continually ask ourselves:

Are we achieving the goals we have set forth to deliver value and satisfaction to our customers? Our Quality Assurance Program is specifically designed to assist us on our daily pursuit to deliver an outstanding level of quality.



TOTAL BUILDING SERVICE, INC.

COMMUNICATION

We take great pride in the level of quality service we provide for our valued clients. With an emphasis on excellent customer service and communication, we utilize the following methods of communication:

- * Direct email to our office as a means of direct communication which will be shared with operations management and followed up upon by our supervision team
- * Monthly visits with operations management and facility management representative
- * On site log book that will be read and followed up upon by building supervision
- * Frequent meetings with day porter and facility manager which is shared with night staff and followed up upon by supervisor.



TOTAL BUILDING SERVICE, INC.

TURNOVER

A successful contractor recognizes that the most important asset in their organization is their employees. They are the method by which they provide their service, and they create the first and usually lasting impression with customers, which becomes the cornerstone of the company's reputation.

Perhaps the most effective retention method is to treat your employees' jobs as careers and to make them feel like an integral part of the team. A good training program should have as its goal the education and the development of employees. If your staff knows there are advancement opportunities within your organization, they are more likely to view their time there as a long-term journey instead of as just one step along their career path.

* In an industry with turnover rates averaging 75 percent (and that reach as high as 400 percent), it's crucial that businesses hire the best possible workers and then do all they can to hold on to them.

As a family owned and operated organization, we take pride in the long lasting relationships we build with our clients as well as our employees.

We have many employees that have worked with us for over 15 years. Because of the high employee moral and fair treatment of our employees, we get many referrals and families that work within our company. As a result, we are extremely proud to offer an impressively low turnover rate of 25%.

* *Industry Turnover Average Source: Contracting Profits Magazine.*



TOTAL BUILDING SERVICE, INC.

UNIFORMS

Your TBS crew is required to wear dark pants and a beige smock with the TBS logo on it. Special Project Crew will wear our burgundy polo shirts with embroidered TBS logo.

All personnel are required to wear close toed, non skid footwear and practice proper grooming and neat appearance.



TOTAL BUILDING SERVICE, INC.

MAINTENANCE TEAM TRAINING

Our goal is to make each team player an expert in building maintenance. We accomplish this by utilizing service training manuals and further instruction through video, audio and slide programs off site. When they successfully pass tests on specific procedures, they are then assigned to Building Supervisors to receive personalized and individual training while performing actual service work on site. Before being assigned a permanent position in a facility, final approval must be granted by the Building Supervisor and Area Manager.

Employees receive continuing education on the latest equipment, supplies and maintenance methods and are taught to take real pride in quality workmanship. Such training ensures each client that all work will be done in the most efficient and thorough manner possible. We also train all employees in accordance with all applicable safety rules. In addition, we participate in seminars sponsored by the Building Service Contractors Association, the International Sanitary Supply Association and various manufacturers of equipment and supplies.

The proceeding outline illustrates our detailed approach to building our team of experts.



TOTAL BUILDING SERVICE, INC.

TRAINING OUTLINE

I. GENERAL

A. Trash collection

1. Equipment
2. Methods
 - a. What is/is not trash
 - b. Collection pattern
 - c. Central collection points
 - d. Cartons
 - e. Safety
 - f. Disposal outside the building

B. Dusting

1. Equipment
2. Methods
 - a. Work pattern
 - b. Frequency

C. Spot Cleaning

1. Carpets
2. Walls

II. VACUUMING

A. Equipment

1. How to use
2. Care and maintenance

B. Technique

- a. When do we vacuum
- b. What do we vacuum
- c. Work pattern

III. TILED AREAS

A. Sweeping

1. Equipment
2. Frequency
3. Methods

B. Dust mopping

1. Equipment

C. Mopping

1. Equipment
2. Chemicals
3. Frequency
4. Floor types

IV. REST ROOM TASKS

- A. Equipment and Chemicals**
- B. Cleaning and Disinfection**
- C. Supplies**

V. MISCELLANEOUS

- A. Methods**
 1. Entrance and lobbies
 2. Elevators/escalators

VI. QUALITY

- A. Final appearance check**
 1. Furniture arrangement
 2. Items on desks and tables
 3. Task completion
 4. Lights

VII. SAFETY

- A. Hazard Communication**
 1. MSDS
 2. Labeling
- B. Work practices**
 1. Protective equipment
 2. Emergency procedures
- C. OSHA Blood borne pathogens Standards**
 1. Disposal
 2. Spills



TOTAL BUILDING SERVICE, INC.

BLOOD BORNE PATHOGENS TRAINING

TBS complies with the OSHA Blood borne Pathogens Standards. These standards were initially established to protect health care workers and others who are occupationally exposed to HIV and HBV while performing their jobs.

As part of our training program, all employees are trained at our corporate headquarters prior to beginning their permanently assigned position. Our training program cover proper cleaning techniques, equipment and chemical usage, as well as a variety of safety topics.

A segment of our training program includes instruction on OSHA Blood borne Pathogens Standards. This includes proper sanitary napkin disposal and procedures for the removal of blood spills and potentially infectious materials.



TOTAL BUILDING SERVICE, INC.

PRE-EMPLOYMENT SCREENING SUMMARY

1. Employment History:

Our personnel department verifies previous employment dates, length of employment dates, attendance, position and wages for employee candidates. In addition, we attempt to contact previous immediate supervisors to obtain feedback on employees' work ethic, attitude and overall conduct.

2. Criminal Investigation:

TBS obtains conviction information from the Illinois Bureau of Identification and other applicable law enforcement authorities.

3. Drug Testing:

TBS complies with Federal guidelines to conduct complete drug screening service up to 10 panels. Employees are sent to Rush Occupational Health Services where an urinalysis and identity verification are conducted. Test results are confidential and are processed at Quest Diagnostics Laboratory in Schaumburg. Final results are reviewed and confirmed by a medical review officer.

4. Financial History:

Upon client's request, TBS utilizes Metro Credit Service in Chicago to obtain financial and credit history up to seven years.



TOTAL BUILDING SERVICE, INC.

TOTAL BUILDING SERVICE, INC.
SAFETY MANUAL

I. POLICY

Our policy is our to conduct our operations in a responsible manner, free from recognized hazards; to respect the environment, health and safety of our employees and customers; and to comply with all applicable environmental and safety laws and regulations where we conduct operations.

II. TRAINING

All employees must be trained to comply with all applicable Federal, state and local safety, environmental and health requirements.

III. EMERGENCY PROCEDURES

Fire

- Immediately evacuate area if safety is jeopardized.
- All fires must be reported to your supervisor as soon as feasible.
- If appropriate (and you have been trained to do so), attempt to extinguish the fire.

Evacuation

- Meet in pre-designated location outside so that all employees can be counted. Missing employees must be reported immediately.
- Remain in your location until the "all clear" has been given.
- Do NOT use elevators.

Tornado

- When a tornado alert is made, leave your equipment in a safe condition and proceed to the lowest floor of the building to areas away from windows, or glass. If possible, take shelter under a bench, table or desk. DO NOT leave the building.

Medical Emergency

- Immediately report any such emergency to your supervisor.

Spills

- ALL spills shall be reported immediately to your supervisor. Do not attempt to clean up

spills on your own.

IV GENERAL SAFETY INFORMATION

Smoking

- Smoking is prohibited in the work area.

First Aid/Medical

- All work related injuries must be reported immediately. Each job site must have an appropriate first aid kit. All recordkeeping obligations under the OSHA must be satisfied.

Accident Report/Investigation

- Any injured person is required to provide all applicable information concerning the accident.

Hazard Communication

- We must comply with the Federal Hazard Communication (Right-To-Know) Standard regarding hazardous chemical inventories, MSDS's, container labeling, emergency procedures and all applicable education and training requirements.

Documentation of Federal Hazard Communication (Right-To-Know) employee training is very important. We shall keep complete and accurate records of personnel training and attendance.

Labeling

- We must comply with all container labeling requirements. All substances must be labeled and must include the identity of the substance and the appropriate hazard warning on all containers of hazardous substances.

Chemical Handling

- All chemicals shall be handled in accordance with their labeled instructions using the appropriate personal protective equipment as specified the MSDS.

V PERSONAL PROTECTION

Eye/Face

- Industrial safety glasses shall be the minimum requirement for any other jobs where the potential for eye injuries exists. In addition, safety glasses or goggles are required at all times in production areas and chemical laboratories.

Head

- Hard hats, that meet the OSHA standards, shall be worn on all construction projects and on any jobs where the potential for head injuries exist.

Foot Protection

- No open or canvas shoes are allowed. Where the potential exists for falling substantial safety shoes shall be worn.

Special Clothing

- Where potential chemical exposure exists as specified in the applicable Material Safety Data Sheet, appropriate special clothing worn.

Respiratory Protection

- The type of respiratory protection recommended must be specific to the exposures in the workplace. If a product is hazardous dust, but you also work with a solvent at the same time, the type of respirator recommended on the dust MSDS may not be suitable to protect against the solvent you are using. However, there are masks that protect against both which would be proper. In any event, at least a dust mask shall be required as the minimum respiratory protection. It is also important to keep in mind that special levels of exposure require different kinds of respirators. For example, while a half mask, air purifying respirator may be adequate for a level of contamination slightly above the recommended or permissible legal limit, a self-contained breathing apparatus (similar to scuba tanks) would be necessary for a contamination level that is life-threatening.

Hearing Protection

- Approved hearing protection shall be worn in posted areas or when using equipment with noise levels above OSHA Standards.

Hand

- Appropriate work gloves shall be worn on all projects where hand protection is required. Special gloves shall be worn where potential chemical exposure exists as specified in the applicable Material Safety Data Sheet.

VI ELECTRICAL SAFETY

All electrical equipment, must conform to the National Electrical Code and appropriate local laws.

1. All such equipment shall have fail safe features of the non-automatic resetting type. Failure of the interlock mechanism, loss of power, short circuits, or malfunction of equipment will cause the circuit to be interrupted.
2. Electrical cords which are worn or frayed shall be replaced immediately.
3. Two wire electric extension cords with multiple adapters are prohibited.

VII SPECIAL REQUIREMENTS

1. All employees are prohibited from using Client equipment without prior consent of the Client. Consent shall be granted only after proper training has been received.
2. Warning signs and barriers shall be placed around an area undergoing waxing, mopping, etc., which could create slipping/tripping hazards to any personnel.
3. A Material Safety Data Sheet shall be available for all janitorial chemicals.

VIII LADDERS

1. All ladders shall comply with ANSI Standards Type 1 industrial ladders. In addition, all feet of ladders shall have rubber or fiber rubber pads.
2. Use of Client ladders is prohibited.
3. Ladders are to thoroughly inspected prior to each use. If a ladder is found to be defective, it must be so tagged and removed from service immediately.
4. All employees must comply with all OSHA standards governing safe use of ladders.
5. Do not use metal ladders for electrical use or where they may contact electrical conductors.

IX MATERIAL HANDLING AND STORAGE

1. Our equipment and material shall be used only in designated work areas.
2. Our equipment and material shall be stored neatly only in designated areas.
3. Hallways and access to electrical distribution panels must be kept clear at all times.

4. Storage of material and equipment must be such that it is safe from unexpected movement, such as falling, slipping, rolling, tipping, blowing over, or other uncontrolled motion. Further, material should be stored in such a manner that it will not present a hazard to personnel.
5. All chemicals must be stored in such a way to prevent the accidental release of the materials to the environment. Any chemicals stored in close proximity to sewer drains or water ways must be secondarily contained to prevent spilled materials from being released.