



VILLAGE OF HOFFMAN ESTATES

Department of Public Works

BID DOCUMENTS

for:

JANITORIAL SERVICES

BID OPENING DATE:	November 11, 2026
BID OPENING TIME:	9:00 a.m.
BID DEPOSIT:	Cashier's/Certified Check or Bid Bond in the amount of 10% of proposed cost (required)
PERFORMANCE BOND:	100% of total bid award (upon award of contract)
PRE-BID MEETING:	<u>October 02, 2026, at 9:00 a.m. (mandatory)</u>

PREPARED BY
Village of Hoffman Estates
Department of Public Works
2305 Pembroke Avenue, Hoffman Estates IL. 60169
847.490.6800

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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Prospective Bidder,

The Village of Hoffman Estates is now soliciting bids for Janitorial Services at municipal operational sites. On behalf of our residents, I appreciate your interest in participating in the bid process. I call your special attention to the Instructions to Bidders section of the attached bid documents. Please be sure that you read thoroughly and fully understand these instructions prior to the preparation of your bid. Note that instructions call for no deviation from the bid specifications except for those deviations which are listed as such on the vendor's bid detail sheet, and which are expressly approved as part of the Village's acceptance of the bid.

All of the services and/or equipment described in the bid notice and specified herewith must meet the performance required for heavy duty municipal, utility, or construction type usage. Unless denoted "No Substitution", the Village minimum required specifications may be exceeded. This is an attempt to ensure the non-exclusion of any manufacturer's product from the bid effort. Remember, however, to list all deviations and provide a description of the upgraded item in the proper space provided. Minimum specification requirements must be met or exceeded.

Please note the following:

- a) A Cashier's/Certified Check or Bid Bond in the amount of 10% of proposed cost is required.
- b) A performance bond is required from the successful bidder using the performance bond template in this document. (See special provisions)

The Village reserves the right to reject and/or award any and all bids or parts thereof and to waive formalities and technicalities according to the best interests of the Village.

If you have any questions with regards to these bid documents, please contact William Lynch, Superintendent of Facilities and Arena Maintenance, William.Lynch@vohe.org or 847.490.6800.

Sincerely,

Bryan Ackerlund
Assistant Director of Public Works

VILLAGE OF HOFFMAN ESTATES
NOTICE TO BID

The Village of Hoffman Estates Department of Public Works is soliciting bids, as described in these documents, for:

JANITORIAL SERVICES

Sealed bids will be received at the Office of the Village Clerk of the Village of Hoffman Estates (1900 Hassell Road) Cook County, Illinois, until **November 11, 2026, at 9:00 a.m.** All bids will be publicly opened immediately thereafter.

It is the responsibility of the bidder to meet the specified opening time; and any bid not so received will be returned unopened. Bids must be identified as such on the outside of the sealed envelope. This can be done by marking the envelope "SEALED BID" and with the following information:

Company's Name

Company Address

Name of Bid

Date and Time of Bid Opening

JANITORIAL SERVICES

November 11, 2026, at 9:00 a.m.

Specifications and complete bid documents may be obtained from the Office of the Village Clerk or website. Further information regarding this bid may be obtained by contacting William Lynch, Superintendent of Facilities and Arena Maintenance, at William.Lynch@vohe.org.

A mandatory pre-bid meeting will begin at the Police Department 411 W. Higgins Road, Hoffman Estates, IL 60169 on October 02, 2026, at 9:00 p.m.

The Village reserves the right to reject and/or award any and all bids, or parts thereof, and to waive formalities and technicalities according to the best interest of the Village.

By the Order of the Mayor and Board of Trustees of the Village of Hoffman Estates.

9/2/26
DATE


Patty Richter, Village Clerk

TO BE PUBLISHED ON September 8, 2026 PADDOCK PUBLICATIONS
(DATE)

NOTE: THIS FORM MUST BE NOTARIZED

RETURN WITH BID

**VILLAGE OF HOFFMAN ESTATES
BID CERTIFICATE FORM**

RE: Certification of bidder, compliance with the Illinois Criminal Code

I/We hereby certify that, _____ (name of bidding firm) by bidding on this contract, no action has occurred that would result in a violation of 720 ILCS 5/33E, Public Contracts of the Illinois Criminal Code.

Signed: _____

Name/Title: _____ (please print)

Date: _____

Attest: _____ (Notary Public)

Commission Expiry: _____

Date: _____

(SEAL)

THIS FORM IS MANDATORY.

PLEASE INCLUDE THREE COPIES OF THIS FORM WITH YOUR BID DOCUMENTS.

SUBSTANCE ABUSE PREVENTION PROGRAM CERTIFICATE

The undersigned, upon being first duly sworn, hereby certifies to the Village of Hoffman Estates that the undersigned has in place a written Substance Abuse Prevention Program that meets or exceeds the requirements of the State of Illinois P.A. 095-0635, or has a collective bargaining agreement in effect dealing with the subject matter of P.A. 095-0635. The Contractor and Subcontractors will file a copy of the Substance Abuse Prevention Program, or collective bargaining agreement, with the Client prior to any work being conducted on the project.

(Name of Contractor)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2026.

My Commission expires: _____

(Notary Public)

(SEAL)

THIS FORM IS MANDATORY.



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

CONTRACT

1. THIS AGREEMENT, made and concluded the _____ day of _____ (month, year) between the Village of Hoffman Estates, acting by and through its Mayor and Board of Trustees, known as the party of the first part, and _____ (name of firm), their executors, administrators, successors, or assigns, known as the party of the second part.
2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Bid/Proposal Documents hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Village Representative under it.
3. The party of the second part agrees to abide by all OSHA, IDOL, and MUTCD safety requirements and all laws and statutes of the State of Illinois including but not limited to the Prevailing Wage Act (if applicable). Prevailing rates of wages are revised by the Illinois Department of Labor and are available on the Department's official website.
4. And it is also understood and agreed that the Instructions to Bidders, General Conditions, Specifications, Scope of Work, Special Provisions, Site Maps, and Contract Proposal hereto attached are essential documents of this contract and are a part hereof.
5. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

Clerk
(Seal Below)

The Village of Hoffman Estates

By: _____
Party of the First Part
(If a corporation)

Corporate Name

President, Party of the Second Part
(If a Co-Partnership)

Attest:

Secretary

Co-Partner

Co-Partner

Doing business under the firm name,
Party of the Second Part
(If an individual)

Party of the Second Part

THIS CONTRACT FORM IS MANDATORY.

PLEASE INCLUDE THREE SIGNED COPIES WITH YOUR BID DOCUMENTS.

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

BOND NO.	DATE BOND EXECUTED:
PRINCIPAL:	BOND AMOUNT: (written out & numerically)
CO-PRINCIPAL(S):	CONTRACT DOCUMENTS:
SURETY(IES):	PROJECT:

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal(s) and Surety(ies) hereto, recite and declare that:

1. We are held and firmly bound to the obligee Village of Hoffman Estates, Illinois (hereinafter called "Village"), in the sum written above in lawful money of the United States of America, to be paid to the Village, its successors or assigns, for the payment whereof Principal(s), Co-Principals and Surety(ies) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect perform all of its obligations under the Contract Documents identified above, which Contract Documents are incorporated herein by reference, then this Bond shall be void; otherwise, the Bond shall continuously remain in full force and effect until released by the Village. Contract Documents shall also include any contracts, annexation agreements, development agreements, plats, zoning approvals, engineering plans, site plans or other Village documents associated with the Project, including any laws, ordinances or governmental regulations related to the Project.
3. Surety waives all of its surety defenses including, but not limited to, the following:
 - a) It shall be the duty of the Principal to notify the Surety of any revision of the plans, profiles and specifications referred to in the Contract Documents. The Surety expressly waives any right to receive notice from the obligee or to review or approve any revisions to the plans, profiles and specifications referred to in the Contract Documents which are required to meet governmental standards. No such revisions of any kind in the work shall in any way affect the obligation of the Surety under this Bond;
 - b) The addition or reduction in subdivision lots or area to those shown in the original plat of subdivision, site plan or construction plan referred to in the Development Document shall in no way affect the obligation of the Surety under this Bond;
 - c) Any extension of time beyond the period provided for in the Development Document for completion of its obligations under the Agreement shall in no way affect the obligation of the Surety under this Bond;
 - d) The failure or refusal of Village to take any action, proceeding, or steps to enforce any remedy or exercise any right under the Development Document, or that taking of any action, proceeding, or step by Village, acting in good faith upon the belief that same is permitted by the provisions of the

Contract Documents, shall not in any way release Principal or Surety, or either of them, or their respective executors, administrators, successors, or assigns, from liability under this Bond. Surety hereby waives notice of any amendment, indulgence made, granted or permitted;

e) The Principal, Co-Principal and Surety intend that each provision of this Bond be valid and binding upon them and expressly agree to abide thereby;

f) In the event of a default of this Bond, the Village may terminate whatever rights Principal, Co-Principal and/or Surety may have to perform further work on the Project.

g) The requirement of any other entity to perform any obligations contained in the Contract Documents shall in no way affect the obligations of the Surety under this Bond.

Default:

A default shall be deemed to have occurred on the part of the Principal if Principal shall fail to complete its obligations under the Contract Documents within the time set forth therein or any extensions thereof; or, prior to the expiration of such period, if in the sole judgment of the Village, the Principal has:

- 1) abandoned the performance of its obligations under the Contract Documents; or
 - 2) renounced or repudiated its obligations under the Contract Documents; or
 - 3) clearly demonstrated through insolvency, or otherwise, that its obligations under the Contract Documents cannot be completed within the time allotted under the Contract Documents.
- b) If the Principal defaults in the performance of all or any part of the obligations specified in the Contract Documents, the Village shall give written notice of the default to the Surety, with a copy to the Principal and Co-Principal, if any. In the event of such default and notice, Surety shall, within 45 days of receipt of the default notice, give written notice to the Village stating whether Surety will assume the Development Document obligations and the obligations of the Principal, and should it elect to assume said obligations, Surety shall be required to complete the obligations specified in the Contract Documents according to its terms and provisions within 180 days of said notice, but not before expiration of the period provided for under the Contract Documents and approved extensions thereof. In the event that Surety elects to assume the obligations of Principal as provided herein and thereafter fails to faithfully perform all or any part of the work, or should it unnecessarily delay all or any part of the work, then the Village may proceed

as provided in Paragraph No. 5 of this Bond.

5. Should Surety following notice of default notify the Village that Surety elects not to assume the obligations of Principal under the Contract Documents, or fails within 45 days of receipt of the default notice as provided in Paragraph No. 4b) above to notify the Village whether Surety elects to assume the obligations of Principal under the Contract Documents, or having elected to assume the obligations of Principal, should it then fail to perform, then in any event the Village may elect any of the following procedures or any combination thereof:

a) Terminate whatever rights the Principal, Co-Principal and/or Surety may have to perform further work on the Project;

b) Take over or relet all or any part of the work under the Contract Documents which is not completed and complete the same for the account and at the expense of the Principal and Surety, who shall be jointly and severally liable to Village for the costs incurred in completion of the obligations under the Contract Documents and/or correction thereof. Such costs as identified in the Contract Documents shall include, but not be limited to, construction, engineering, surveying, maintenance, donations, impact fees, deterioration, administration, supervision, reasonable attorney's fees, and any costs associated or related to any litigation of the Bond agreement and shall be adjusted for inflation. The amount of Village's actual costs for completion and/or correction of the work required under the Contract Documents shall be conclusive of the extent of the liability of Principal and Surety and may exceed the Bond Amount;

c) Require the Surety to pay the Bond Amount to the Village as liquidated damages.

6. Should Surety, following notice of default notify the Village within 45 days of the receipt of the default notice choose to pay the Village for completion of the obligation under the Contract Documents, the Surety shall have the right to demand that the Village state a sum constituting the estimated costs at that time, of completion and/or correction of the work required under the Contract Documents, such as costs as defined in Paragraph No. 5b). Surety shall then immediately pay over to the Village the sum so stated and be released from any further obligations under this Bond. If funds are paid over under this section and the paid over funds are not sufficient to complete the work, the Village's sole remedy shall be to proceed against the Principal(s) and Co-Principals for any deficiency. If there are any paid over funds not necessary for completion of the work, the Village

will return the excess to Surety after completion of the work.

7. If any action or proceeding is initiated in connection with this Bond and any and all obligations arising hereunder the venue thereof shall be in State Court in the County of Cook, State of Illinois, it is further understood and agreed that this contract shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

8. All notices sent to the Principal(s), Co-Principals, and Surety(ies) shall be sent to the address set forth on the signature page unless said Principal(s), Co-Principal(s) and Surety(ies) notify the Village in writing of any change. If the addresses of any of the Principal(s), Co-Principal(s) and Surety(ies) change, the Principal(s), Co-Principal(s) or Surety(ies) shall immediately notify the Village in writing of such change. Failure to notify the Village of any change in address is deemed to be a waiver of any requirement for notice under this Bond to the Principal(s), Co-Principal(s) or Surety(ies). All written notices to the Village required under the Bond shall be sent certified mail to the Village Clerk.

9. If any one or more of the provisions of this Bond are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

10. No party other than the Village shall have any rights under this Bond as against the Surety.

11. As part of the obligation secured hereby and in addition the Bond Amount specified herein, there shall be included costs, interest and reasonable expenses and fees (including, without limitation, attorneys' fees and costs), incurred by the Village in enforcing this agreement, to be awarded by the court.

12. Nonpayment of the premiums associated with this Bond will not invalidate this Bond nor shall Village be obligated for the payment thereof. Surety agrees to deliver written notice of non-payment under this Bond or other actions to the Village.

13. Surety waives its right to trial by jury.

**VILLAGE OF HOFFMAN ESTATES
PERFORMANCE SURETY BOND FORM**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the day and year set forth above.

PRINCIPAL

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____
Signature

By: _____
Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CO-PRINCIPAL(S)

Type of Organization:

Legal Name of Organization:

State of Incorporation:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CO-PRINCIPAL(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____

NOTARY PUBLIC

Surety: _____

Bond No.: _____

CORPORATE SURETY

Type of Organization:

Legal Name and Address:

Liability Limit:

Address:

Authorized Signature(s):

By: _____

Signature

By: _____

Signature

(Type name and title)

(Type name and title)

ACKNOWLEDGMENT OF CORPORATE SURETY(S)

STATE OF _____:

COUNTY/CITY OF _____:

I, _____ Notary Public in and for the State and County/City
aforesaid, do hereby certify that _____
_____ whose name is signed to the foregoing bond, this day personally appeared
before me in my State and County/City aforesaid and acknowledged the same.

Given under my hand this _____ day of _____, _____.

My commission expires: _____
NOTARY PUBLIC

Surety: _____

Bond No.: _____

**VILLAGE OF HOFFMAN ESTATES
BID PROPOSAL FORM**

JANITORIAL SERVICES

The undersigned, having examined all documents related to this proposal and having become familiar with the extent, nature, and local conditions affecting the cost and performance of the proposed work, hereby proposes to furnish all professional services, supervision, labor, equipment, and materials and to perform the work herein described at the proposal prices as included in this document. It is understood that the Village reserves the right to reject all proposals (including alternate proposals) and to waive any technicalities.

Name of Bid: _____

Company Name: _____

Bidder Name (print): _____

Title: _____

Business Address: _____

Email Address: _____

Telephone _____

Signature _____ Date _____

Section	Description (Refer to Scope of Work for all details)	Bid Values
1	Village Hall - 1900 Hassell Boulevard (per Month)	\$ _____
2	Police Department - 411 W. Higgins Road (per Month)	\$ _____
3	Public Works Center – 2305 Pembroke Avenue (per Month)	\$ _____
4	Fleet Maintenance – 2405 Pembroke Avenue (per Month)	\$ _____

5	“As Need” Cleaning Services	
5.1	Strip and Wax floor surfaces (per sqft. cost)	\$
5.2	Deep Carpet Cleaning (per sqft. cost)	\$
5.3	Hourly Bill Rate (presume 2 hr. minimum)	\$
6	Annual Escalation for future Fiscal Years (2028, 2029, 2030)	%

NOTE:

Work identified under the scope of this bid can only occur between January 01, 2027, through December 31, 2027. The maximum extension is through December 31, 2030.

Identify any subcontractors required for the execution of the scope of work. Each subcontractor shall complete References pages 15 and 16. Bidder shall include “Subcontractor References” in addition to Bidders References.

Identify any specialty subcontractors Bidder intends to hire in support of the Bid scope of work.

Trade	Sub-Contractor Company (Name, Address, Phone Number, Contact)	Scope Section and Dollar Value

Company Name: _____

**Information on this Form (pages 13 and 14) is mandatory.
Please include three copies of this form with your bid documents.**

**“JANITORIAL SERVICES BID”
REFERENCES**

BIDDER NOTE: List SIX (6) references where services like have been performed of comparable scope. Like-services would include other municipalities, park districts, county and state agencies, major event venues, universities, large companies, etc. **Active references are mandatory.**

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

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PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

PROJECT DESCRIPTION: _____

APPROXIMATE DATE: _____

Information on this Form (pages 15 and 16) is mandatory.

If Bidder intends to hire subcontractors each subcontractor must provide required references.

VILLAGE OF HOFFMAN ESTATES INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all bids requested and accepted by the Village of Hoffman Estates unless otherwise specified. Bidders are expected to fully inform themselves as to the conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's own risk. By submitting a bid, it is assumed by the Village that the vendor has familiarized themselves with all conditions and intends to comply with them unless otherwise noted.

FORMS

All bids must be submitted on the forms provided, complete and intact, properly signed in ink in the appropriate spaces, and submitted in a sealed envelope. All bids must be delivered to the Village Clerk, 1900 Hassell Road, Hoffman Estates, IL. 60169 prior to the bid opening date and time published on the cover of this bid packet. Bidders should reference the Notice to Bid for instructions on preparing their bid proposal.

ALTERNATE/MULTIPLE BIDS

The specifications contained within this bid packet are not intended to eliminate or exclude any bidder due to minor deviations, alternates, or changes. Bidders that desire to deviate from these specifications in their proposal are permitted to submit alternate/multiple bids. However, alternate bids must be clearly indicated as such with deviations from the applicable specifications clearly noted. The bid must be accompanied by complete specifications for the items offered. Any questions regarding the specifications, drawings, etc. shall be referred to that individual so referenced in the Specifications section. Vendors wishing to submit a secondary bid must do so as an alternate bid. Only one bid will be accepted per envelope.

The Village shall be the sole and final judge unequivocally as to whether any substitute is of sufficient quality. This decision is final and will not be subject to recourse by any person, firm, or corporation.

RECEIVING OF BIDS

Bids received prior to the time of opening will be securely kept unopened. The Village Clerk, whose duty it is to open them, will decide when the specified time has arrived. No bid received thereafter will be considered. No responsibility will be assumed by the Village or the Village Clerk for premature or non-opening of bids not properly addressed and identified, except otherwise provided by law.

LATE BIDS

Bids arriving after the specified time, whether sent by mail, courier, or in person, will not be accepted. These bids will either be refused or returned unopened. It is the Bidder's responsibility for timely delivery of bid proposals. Mailed bids which are delivered after the specified time will not be accepted regardless of post marked time on the envelope.

BIDS BY FAX

Bids transmitted by fax will not be accepted, nor will the Village transmit bid documents to prospective bidders by way of fax machine.

ERROR IN BIDS

When an error is made in extending total prices, the unit bid price will govern. Otherwise, the Bidder will not be relieved from errors in bid preparation. Erasures in bids must be explained over signature of Bidder.

WITHDRAWAL OF BIDS

A written request for the withdrawal of a bid, or any part thereof, may be granted if the request is received by the Village Clerk prior to the specified time of opening. After opening, the Bidder cannot withdraw or cancel their bid for a period of sixty (60) calendar days or such longer time as stated in the bid documents.

CONSIDERATION OF BIDS

No bid will be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or default to the Village upon any debt or contract, or that is a defaulter upon any obligation to the Village or had failed to perform faithfully any previous contract with the Village. If requested, the Bidder shall present, within 48 hours, evidence satisfactory to the Village of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents.

PRICES

Unit prices shall be shown for each unit on which there is a bid and shall include all equipment, fuel charges, packing, crating, freight, and shipping/unloading charges unless otherwise stated in this bid packet. Unit prices shall not include any local, state, or federal taxes. The Village is exempt, by law, from paying State and Village Retailer's Occupation Tax, State Service Occupation Tax, and Federal Excise Tax. The Village will supply the successful bidder with the current tax-exempt number.

Cash discounts will not be considered in determining contract price but may be used in the overall evaluation of bids.

AWARD OR REJECTION OF BIDS

The Village reserves the right to award and/or reject any and all bids, or parts thereof, and to waive formalities and technicalities in the best interest of the Village. Any bid submitted will be binding for sixty (60) days subsequent to the date of the bid opening.

Bidders shall make all investigations necessary to thoroughly inform themselves regarding the supplies and/or services to be furnished in accordance with this bid. No plea of ignorance by the Bidder of conditions that exist or that may hereafter exist as a result of the Bidder's failure to make the necessary examinations and investigations will be accepted as a basis for varying the requirements of the Village of the compensation to the Bidder. **Any exceptions not taken by the Bidder shall be assumed by the Village to be included.**

A contract will be awarded to the lowest responsible bidder complying with the conditions of the contract documents only when it is in the best interest of the Village to accept such a bid. The Village shall be the sole judge of compliance with the specifications and reserves the right to accept or reject any and/or all bids or parts thereof.

PAYMENT

Payment will be made within thirty (30) days after acceptance of the equipment or services by the Village representative and Bidder's compliance with all stipulations relating to the bid/contract.

REQUIREMENTS OF BIDDER

The successful bidder shall, within ten (10) days after notification of award: enter into a contract, in writing, with the Village covering all matters as are set forth in the specifications of this bid; and carry insurance acceptable to the Village covering public liability, property damage, and workmen's compensation.

COMPLIANCE WITH ALL LAWS

All work under contract must be executed in accordance with all applicable local, state, and federal laws, ordinances, rules, and regulations.

CONTRACT ALTERATIONS

No amendment of a contract shall be valid unless made in writing and signed by the Village Manager or their authorized designee.

NOTICES

All notices required by the contractor shall be given in writing.

NON-ASSIGNABILITY

The contractor shall not assign the contract, or any part thereof, to any other person, firm, or corporation without the previous written consent of the Village Manager or their authorized designee. Such assignment shall not relieve the contractor from their obligations or change the terms of the contract.

INDEMNITY

The contractor shall indemnify and save harmless the Village, its officers, and its employees from any and all liability, losses, or damages, including attorney's fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions, or proceedings of any kind of nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under this contract, including operations of subcontractors; and the contractor shall, at their own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such action, the contractor shall, at their own expense, satisfy and discharge same. The contractor expressly understands and agrees that any performance bond or insurance protection required by the contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract and/or supplying of materials, equipment, and supplies, the Bidder must be in full compliance with all provisions of the Acts of the General Assembly of the State of Illinois relating to employment, including equal opportunity requirements.

REQUIRED INSURANCE

In submission of a bid, the Bidder is certifying that they have all insurance coverages required by law or would normally be expected for Bidder's type of business. In addition, the Bidder is certifying that they have at least the following insurance coverage:

<u>Type of Insurance</u>	<u>Occurrence</u>	<u>Aggregate</u>
GENERAL LIABILITY		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Insurance – Broad Form	\$1,000,000	\$3,000,000

AUTOMOBILE LIABILITY

Bodily Injury	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000

This insurance must include non-owned, hired, or rented vehicles, as well as owned vehicles.

WORKMEN’S COMPENSATION AND OCCUPATIONAL DISEASES

Statutory for Illinois

Employer’s Liability Coverage	\$1,000,000 per accident
-------------------------------	--------------------------

NOTE: the specifications may require higher limits or additional types of insurance coverages than shown above. The contractor will be required to furnish a certificate proof of insurance coverages.

The Bidder further agrees to indemnify the Village and save it harmless against and from all loss, damage, expense, liability, or claim of liability arising out of the performance of the contractor, any subcontractors, or their employees in connection with the contract. Contracts and subcontractors are to grant the Village an “additionally insured” status on all applicable insurance policies and provide the Village with original endorsements affecting coverage required by this clause. Said policies will not be canceled unless the Village is provided a thirty (30) day written notice. Any deductibles or self-insured retentions as respects the Village or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses. Nothing contained in the insurance requirement shall be construed as limiting the extent of the contractor’s responsibilities for payment of damages resulting from operations under this agreement.

BID PERFORMANCE DEPOSIT

When it is required, it will be so stated elsewhere within this bid package along with the amount required. In all cases where a deposit is required, it must accompany the bid. The deposit is to be in the form of a bid bond or certified/cashier’s check. All bid performance deposit checks will be retained by the Village until the bid award is made, at which time the checks will be promptly returned to the unsuccessful bidders. The bid performance deposit check of the successful bidder will be retained until the goods or services have been received or completed/installed and found to be in compliance with the specification or until surety bonding requirements have been satisfied and proof of insurance coverage is provided in accordance with the Special Provisions section of these specifications.

ACCEPTANCE

After acceptance and award of the bid, and upon receipt of a written purchase order executed by the proper officials of the Village, this instruction to bidders, and all other portions of the bid documents, including specifications, will constitute part of the legal contract between the Village of Hoffman Estates and the successful bidder.

DEFAULT

The Village may terminate a contract by written notice of default to the contractor if:

- a. The contractor fails to make delivery of the materials or perform the services within the time specified in the proposal.
- b. The contractor fails to make progress so as to endanger performance of the contract.
- c. The contractor fails to provide or maintain, in full force and effect, the liability and indemnification coverages or performance bond as is required.

If the Village terminates the contract, the Village may procure supplies or services similar to those so terminated, and the Contractor shall be liable to the Village for any excess costs for similar supplies and services, unless the Contractor provides acceptable evidence that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

SPECIAL CONDITIONS

Wherever special conditions /requirements are written into the Specifications or Special Provisions which conflict with conditions stated in these instructions to bidders, the conditions stated in the Specifications or Special Provisions/Requirements shall take precedence.

PERMITS AND LICENSES

The successful bidder shall obtain, at their own expense, all permits and licenses which may be required to complete the contract (where applicable).

GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the contract nor partial or entire use of the equipment embraced in this contract by the Village or the Public shall constitute an acceptance of work not done in accordance with the contract or relieve the Contractor of liability in respect to any express warranties or responsibility for failure to comply with the terms of those Contract Documents.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and acceptance thereof by the Village of Hoffman Estates, the Contractor will, upon notice from the said Village (which notice may be given by letter to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Village, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said workmanship or materials said Village may do so or have same done by others, and said Contractor and surety or sureties on their bond given for the faithful performance of this contract shall be liable to the Village of Hoffman Estates for all damages and expenses occasioned by such failure, refusal or delay.

MINIMUM WAGES

All laborers and mechanics employed by Contractors and Subcontractors on construction work for this project shall be paid wages at rates no less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), and the Contractors and Subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable Federal laws and regulations pertaining to labor standards. The Secretary of Labor has, with respect to the labor standards specified in this Section, the 1950 (5 U.S.C. 133z-15) and Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c).

No less than the prevailing wage shall be paid for labor on the work to be done as required by law.

HIRING OF ILLINOIS WORKERS

The Illinois Department of Labor provided notice that due to the high unemployment rate caused by the ongoing COVID-19 pandemic, the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/3, will take effect beginning July 1, 2020. The state law requires the workforce on all public works projects to be comprised of a minimum of 90% Illinois residents.

If Illinois' rate of unemployment falls below 5%, this statute will no longer be in effect.

(30 ILCS 570/3) (from Ch. 48, par. 2203)

Sec. 3. Employment of Illinois laborers. Whenever there is a period of excessive unemployment in Illinois, if a person or entity is charged with the duty, either by law or contract, of (1) constructing or building any public works, as defined in this Act, or (2) the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State of Illinois, then that person or entity shall employ at least 90% Illinois laborers on such project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this Act, to the extent permitted by any applicable federal law or regulation. Every public works contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer. (Source: P.A. 96-929, eff. 6-16-10.)

ILLINOIS WORKS JOBS PROGRAM ACT APPRENTICESHIP INITIATIVE

Pursuant to the Illinois Works Jobs Program Act, 30 ILCS 559/20-1 et seq., for public works projects estimated to cost \$500,000 or more, the goal of the Illinois Works Apprenticeship Initiative is that apprentices will perform either 10% of the total hours worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

For projects with an estimated total project cost of \$500,000 or more and for which 50% or more of the project is being funded by appropriated capital funds, the 10% apprenticeship goal applies to all prevailing wage eligible work on the project. For projects receiving \$500,000 or more of appropriated capital funds but for which the appropriated capital funds are less than half of the total project costs, the 10% apprenticeship goal only applies to prevailing wage eligible work being funded by the appropriated capital funds. The 10% apprenticeship goal does not apply to projects with an estimated total project cost of less

than \$500,000 or to projects with an estimated total project cost of \$500,000 or more but for which the appropriated capital funds for the project are both less than \$500,000 and less than 50% of the estimated total project costs.

BIDDER QUALIFICATIONS

All bidders must submit the following information on or before the time at which the proposal is required to be submitted:

- a. The location and description of the Bidder's permanent place of business.
- b. Evidence of ability to provide an efficient and adequate plan for executing the work.
- c. A list of similar projects carried out by the Bidder.
- d. A list of projects the Bidder presently has under contract.
- e. Any additional evidence tending to show that the Bidder is adequately prepared to fulfill the contract.

BID CERTIFICATION FORM

All bid submittals must include a signed Bid Certification Form (copy included within this document) certifying that Bidder is in compliance with Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 regarding bid rigging/rotating.

Illinois State Law Article 33E-3 and 33E-4 states that it is unlawful to participate in bid rigging and/or rotating. State law further states that it is unlawful to award a contract to any individual or entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting the amount and/or liability through proper procedures. Therefore, all bidders must certify that they are not barred from bidding on the contract as a result of a violation of State Law 33E-3 and 33E-4, prohibiting bid rigging and/or rotation, and that the bidder is not delinquent in the payment of any tax, unless it is contests in accordance with the procedures established by the appropriate revenue act. It is necessary that this be done under oath; therefore, **the form included with bid submittals must be notarized.**

DEVIATIONS

Unless denoted "no substitution", the Village's minimum required specifications may be exceeded. However, **vendors must list all specification deviations and provide a description and/or catalog sheet that fully describes that which they propose to furnish in lieu of the specification.** Final bid acceptance shall be based upon that bid deemed most favorable to the interests of the Village after all bids have been examined and canvassed.

INFORMATION MAINTAINED BY THE LEGISLATIVE REFERENCE BUREAU

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law.

For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in

effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

ARTICLE 33E. PUBLIC CONTRACTS (720 ILCS 5/Art. 33E heading)

Sec. 33E-1. Interference with public contracting

It is the finding of the General Assembly that the cost to the public is increased and the quality of goods, services, and construction paid for by public monies is decreased when contracts for such goods, services, or construction are obtained by any means other than through independent non-collusive submission of bids or offers by individual contractors or suppliers, and the evaluation of those bids or offers by the governmental unit pursuant only to criteria as publicly announced in advance. (Source: P.A. 85-1295.) (720 ILCS 5/33E-1) (from Ch. 38, par. 33E-1).

Sec. 33E-2. Definitions

In this Act:

- a. "Public contract" means any contract for goods, services, or construction let to any person with or without bid by any unit of State or local government.
- b. "Unit of State or local government" means the State, any unit of state government or agency thereof, any county or municipal government or committee or agency thereof, or any other entity which is funded by or expends tax dollars or the proceeds of publicly guaranteed bonds.
- c. "Change order" means a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time to completion.
- d. "Person" means any individual, firm, partnership, corporation, joint venture or other entity, but does not include a unit of State or local government.
- e. "Person employed by any unit of State or local government" means any employee of a unit of State or local government and any person defined in subsection (d) who is authorized by such unit of State or local government to act on its behalf in relation to any public contract.
- f. "Sheltered market" has the meaning ascribed to it in Section 8b of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act; except that, with respect to State contracts set aside for award to service-disabled veteran-owned small businesses and veteran-owned small businesses pursuant to Section 45-57 of the Illinois Procurement Code, "sheltered market" means procurements pursuant to that Section.
- g. "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- h. "Prime contractor" means any person who has entered into a public contract.
- i. "Prime contractor employee" means any officer, partner, employee, or agent of a prime contractor.
- j. "Stringing" means knowingly structuring a contract or job order to avoid the contract or job order being subject to competitive bidding requirements.
- k. "Subcontract" means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.
- l. "Subcontractor" (1) means any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract; and (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

m. "Subcontractor employee" means any officer, partner, employee, or agent of a subcontractor.

(Source: P.A. 100-391, eff. 8-25-17.) (720 ILCS 5/33E-2) (from Ch. 38, par. 33E-2)

Sec. 33E-3. Bid-rigging

A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent non-collusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty; or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-3) (from Ch. 38, par. 33E-3)

Sec. 33E-4. Bid rotating

A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer, or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code. (Source: P.A. 86-150.) (720 ILCS 5/33E-4) (from Ch. 38, par. 33E-4)

Sec. 33E-5. Acquisition or disclosure of bidding information by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly opens a sealed bid at a time or place other than as specified in the invitation to bid or as otherwise designated by the State or unit of local government, or outside the presence of witnesses required by the applicable statute or ordinance, commits a Class 4 felony.

- b. Any person who is an official of or employed by any unit of State or local government who knowingly discloses to any interested person any information related to the terms of a sealed bid whether that information is acquired through a violation of subsection (a) or by any other means except as provided by law or necessary to the performance of such official's or employee's responsibilities relating to the bid, commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (b) of this Section for any person who is an official of or employed by any unit of State or local government to make any disclosure to any interested person where such disclosure is also made generally available to the public.
- d. This Section only applies to contracts let by sealed bid.

(Source: P.A. 86-150.) (720 ILCS 5/33E-5) (from Ch. 38, par. 33E-5)

Sec. 33E-6. Interference with contract submission and award by public official

- a. Any person who is an official of or employed by any unit of State or local government who knowingly conveys, either directly or indirectly, outside of the publicly available official invitation to bid, pre-bid conference, solicitation for contracts procedure or such procedure used in any sheltered market procurement adopted pursuant to law or ordinance by that unit of government, to any person any information concerning the specifications for such contract or the identity of any particular potential subcontractors, when inclusion of such information concerning the specifications or contractors in the bid or offer would influence the likelihood of acceptance of such bid or offer, commits a Class 4 felony. It shall not constitute a violation of this subsection to convey information intended to clarify plans or specifications regarding a public contract where such disclosure of information is also made generally available to the public.
- b. Any person who is an official of or employed by any unit of State or local government who, either directly or indirectly, knowingly informs a bidder or offerer that the bid or offer will be accepted or executed only if specified individuals are included as subcontractors commits a Class 3 felony.
- c. It shall not constitute a violation of subsection (a) of this Section where any person who is an official of or employed by any unit of State or local government follows procedures established (i) by federal, State or local minority or female owned business enterprise programs or (ii) pursuant to Section 45-57 of the Illinois Procurement Code.
- d. Any bidder or offerer who is the recipient of communications from the unit of government which he reasonably believes to be proscribed by subsections (a) or (b), and fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located, commits a Class A misdemeanor.
- e. Any public official who knowingly awards a contract based on criteria which were not publicly disseminated via the invitation to bid, when such invitation to bid is required by law or ordinance, the pre-bid conference, or any solicitation for contracts procedure or such procedure used in any sheltered market procurement procedure adopted pursuant to statute or ordinance, commits a Class 3 felony.
- f. It shall not constitute a violation of subsection (a) for any person who is an official of or employed by any unit of State or local government to provide to any person a copy of the transcript or other summary of any pre-bid conference where such transcript or summary is also made generally available to the public.

(Source: P.A. 97-260, eff. 8-5-11.) (720 ILCS 5/33E-6) (from Ch. 38, par. 33E-6)

Sec. 33E-7. Kickbacks

- a. A person violates this Section when he knowingly either:
 - i. provides, attempts to provide or offers to provide any kickback;

- ii. solicits, accepts or attempts to accept any kickback; or
 - iii. includes, directly or indirectly, the amount of any kickback prohibited by paragraphs (1) or (2) of this subsection (a) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to any unit of State or local government for a public contract.
- b. Any person violates this Section when he has received an offer of a kickback, or has been solicited to make a kickback, and fails to report it to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is to be performed.
- c. A violation of subsection (a) is a Class 3 felony. A violation of subsection (b) is a Class 4 felony.
- d. Any unit of State or local government may, in a civil action, recover a civil penalty from any person who knowingly engages in conduct which violates paragraph (3) of subsection (a) of this Section in twice the amount of each kickback involved in the violation. This subsection (d) shall in no way limit the ability of any unit of State or local government to recover monies or damages regarding public contracts under any other law or ordinance. A civil action shall be barred unless the action is commenced within 6 years after the later of (1) the date on which the conduct establishing the cause of action occurred or (2) the date on which the unit of State or local government knew or should have known that the conduct establishing the cause of action occurred.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-7) (from Ch. 38, par. 33E-7)

Sec. 33E-8. Bribery of inspector employed by contractor

- a. A person commits bribery of an inspector when he offers to any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government any property or other thing of value with the intent that such offer is for the purpose of obtaining wrongful certification or approval of the quality or completion of any goods or services supplied or performed in the course of work on such project. Violation of this subsection is a Class 4 felony.
- b. Any person employed by a contractor or subcontractor on any public project contracted for by any unit of State or local government who accepts any property or other thing of value knowing that such was intentionally offered for the purpose of influencing the certification or approval of the quality or completion of any goods or services supplied or performed under subcontract to that contractor, and either before or afterwards issues such wrongful certification, commits a Class 3 felony. Failure to report such offer to law enforcement officials, including but not limited to the Attorney General or the State's Attorney for the county in which the contract is performed, constitutes a Class 4 felony.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-8) (from Ch. 38, par. 33E-8)

Sec. 33E-9. Change orders

Any change order authorized under this Section shall be made in writing. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be preserved in the contract's file which shall be open to the public for inspection. This Section shall only apply to a change order or series of change orders which authorize or necessitate an increase or decrease in either the cost of a public contract by a total of \$10,000 or more or

the time of completion by a total of 30 days or more. (Source: P.A. 86-150; 87-618.) (720 ILCS 5/33E-9) (from Ch. 38, par. 33E-9)

Sec. 33E-10. Rules of evidence

- a. The certified bid is prima facie evidence of the bid.
- b. It shall be presumed that in the absence of practices proscribed by this Article 33E, all persons who submit bids in response to an invitation to bid by any unit of State or local government submit their bids independent of all other bidders, without information obtained from the governmental entity outside the invitation to bid, and in a good faith effort to obtain the contract.

(Source: P.A. 85-1295.) (720 ILCS 5/33E-10) (from Ch. 38, par. 33E-10)

Sec. 33E-11

- a. Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor 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 this Article. The State and units of local government shall provide the appropriate forms for such certification.
- b. A contractor who knowingly makes a false statement, material to the certification, commits a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-11) (from Ch. 38, par. 33E-11)

Sec. 33E-12

It shall not constitute a violation of any provisions of this Article for any person who is an official of or employed by a unit of State or local government to (1) disclose the name of any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid or who has been awarded a public contract to any person or, (2) to convey information concerning acceptable alternatives or substitute to plans or specifications if such information is also made generally available to the public and mailed to any person who has submitted a bid in response to or requested plans or specifications regarding an invitation to bid on a public contract or, (3) to negotiate with the lowest responsible bidder a reduction in only the price term of the bid. (Source: P.A. 86-150.) (720 ILCS 5/33E-12) (from Ch. 38, par. 33E-12)

Sec. 33E-13

Contract negotiations under the Local Government Professional Services Selection Act shall not be subject to the provisions of this Article. (Source: P.A. 87-855.) (720 ILCS 5/33E-13) (from Ch. 38, par. 33E-13)

Sec. 33E-14. False statements on vendor applications

- a. A person commits false statements on vendor applications when he or she knowingly makes any false statement or report with the intent to influence in any way the action of any unit of local government or school district in considering a vendor application.
- b. Sentence. False statements on vendor applications is a Class 3 felony.

(Source: P.A. 99-78, eff. 7-20-15.) (720 ILCS 5/33E-14)

Sec. 33E-15. False entries

- a. An officer, agent, or employee of, or anyone who is affiliated in any capacity with any unit of local government or school district commits false entries when he or she makes a false entry in any book, report, or statement of any unit of local government or school district with the intent to defraud the unit of local government or school district.
- b. Sentence. False entries is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-15)

Sec. 33E-16. Misapplication of funds

- a. An officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district commits misapplication of funds when he or she knowingly misapplies any of the moneys, funds, or credits of the unit of local government or school district.
- b. Sentence. Misapplication of funds is a Class 3 felony.

(Source: P.A. 97-1108, eff. 1-1-13.) (720 ILCS 5/33E-16)

Sec. 33E-17. Unlawful participation

Whoever, being an officer, director, agent, or employee of, or affiliated in any capacity with any unit of local government or school district participates, shares in, or receiving directly or indirectly any money, profit, property, or benefit through any contract with the unit of local government or school district, with the intent to defraud the unit of local government or school district is guilty of a Class 3 felony. (Source: P.A. 90-800, eff. 1-1-99.) (720 ILCS 5/33E-17)

Sec. 33E-18. Unlawful stringing of bids

- a. A person commits unlawful stringing of bids when he, or she, with the intent to evade the bidding requirements of any unit of local government or school district, knowingly strings or assists in stringing or attempts to string any contract or job order with the unit of local government or school district.
- b. Sentence. Unlawful stringing of bids is a Class 4 felony.

(Source: P.A. 97-1108, eff. 1-1-13; 98-756, eff. 7-16-14.) (720 ILCS 5/33E)

JANITORIAL SERVICES BID

SCOPE OF WORK

Refer to the “Janitorial Maintenance Standard (ver. 2026.07.28)” included in Bid Package

Refer to the “Deep Carpet Cleaning and Restoration Specification (version 2025.10.21)” included in Bid Package

END SCOPE OF WORK

**VILLAGE OF HOFFMAN ESTATES
SPECIAL PROVISIONS**

All Inclusive Bid Sums

The bid sums shall include everything specified and/or otherwise required and/or described in the scope of work in order to complete the project in its entirety. No claim for additionally required materials and/or labor shall be honored by the Village what-so-ever.

Mandatory Pre-Bid Meeting and Walk-Through

A mandatory pre-bid meeting will be held at the project site. This will provide all Bidders an opportunity to see the site conditions and to ask questions about specifications and bid requirements. Contact the Village representative, William Lynch, Superintendent of Facilities, William.Lynch@vohe.org or 847.490.6800 if there are any questions about this meeting.

Bid Security Deposit Requirements

Cashier's/Certified Check or Bid Bond in the amount of 10% of proposed cost (required)

Performance Bond Requirements

100% of Total Bid Award (Upon Award of Contract only using the performance bond template included in this document). No AIA bond documents will be accepted.



HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Janitorial Maintenance Standard

(ver. 2026.07.28)

Compliance Standards: Association of Physical Plant Administrators (APPA) Level 2 (Comprehensive Stewardship – Ordinary Tidiness) and Illinois Department of Public Health (IDPH) best practices for public restrooms.

Scope and Objective

This Janitorial Cleaning standard is based on **APPA Level 2: Ordinary Tidiness** and incorporates best practices for health and sanitation as outlined by the **Illinois Department of Public Health (IDPH)**, particularly focusing on the use of environmentally sensitive cleaning products where economically feasible (Green Cleaning Schools Act) and the thorough cleaning of high-touch surfaces for infection control. Janitorial Maintenance activities appear organized, but they remain people dependent. Building features and finishes present as clean and exempt of debris or removable markings. Service and maintenance calls are responded to in a timely manner (next business day following service).

1. General Area Cleaning Requirements (APPA Level 2)

Village Objective Goal Maintain Ordinary Tidiness. Floors should be bright and clean with no buildup in corners, though up to two or three days' worth of dust, dirt, or stains may be noticeable upon close observation. All vertical and horizontal surfaces are clean, but minor marks/dust are noticeable with close observation. Trash contains only daily waste and is odor-free.

a. Waste Removal - Daily (5 days/week minimum unless noted otherwise)

Satisfactory or acceptable waste removal will be accomplished when all trash has been removed from offices, meeting rooms, common areas, and public space containers and consolidated into appropriate sized trash bags, sealed and removed to exterior dumpsters or identified locations.

No Staging of Waste Collection Permitted to Rest on Flooring throughout the facilities.

- i. Empty all waste and recycling receptacles. Replace liners as needed.
- ii. Do not empty locked document-destruction containers, sharps containers, battery or electronic-waste containers, or other designated special-waste receptacles unless specifically included in the assigned services.
- iii. Keep waste and recycling separated in accordance with the Village's collection program
- iv. Wipe down the exterior and interior of receptacles when debris or smell is present to keep them clean and odor-free.

b. Floors (Hard Surfaces) - Daily (5 days/week minimum unless noted otherwise)

Satisfactory or acceptable wet mopping will present a clean floor free of streaks, smears, and dried dirt. Cleaning agents shall be compatible with all flooring within the job location. Contractor shall always install "wet floor" signs when a hazard is present.

- i. Dust mop or sweep all hard floors followed by damp mop to remove spills, dirt, visible streaks, and/or shoe prints.
- ii. Vacuum entrance mats. Move mats to effectively clean flooring below mats.
- iii. Spot clean or remove all gum, food, and debris.

- c. **Floors (Carpeted) – Daily** (5 days/week minimum unless noted otherwise)
A satisfactory or acceptable carpet cleaning will not have dust/dirt/debris in corners, under desks, behind doors or under furniture.
 - i. Vacuum all walking lanes and traffic areas.
 - ii. Spot clean spills and stains.
- d. **Elevators – Daily** (IDPH Best Practice - 5 days/week minimum unless noted otherwise)
Clean and disinfect the interior and exterior high-touch surfaces such as push plate buttons, handrails, and wall surfaces around these devices.
- e. **Horizontal Surfaces –Weekly** (every Friday/once weekly minimum)
Dust all furniture, sills, ledges, work surfaces, and other horizontal surfaces.
 - i. Remove dust accumulation on glazed window wall sills and mullions. (Limit to a height of 5 feet unless otherwise specified)
 - ii. Desks or Workstations will only require cleaning when surfaces have been emptied by Village staff in advance of Friday treatment.
 - iii. No cleaning will occur on surfaces where village staff have personal effects (Pictures, trophy's, vacation memorabilia, etc.)
- f. **High-Touch Surfaces - Daily** (IDPH Best Practice - 5 days/week minimum unless noted otherwise)
Clean and **disinfect** all high-touch surfaces such as door handles, light switches, push plates, handrails, public telephones (excludes desk phones), and drinking fountains/coolers.
- g. **Vertical Surfaces - Daily** (5 days/week minimum unless noted otherwise)
Spot clean walls, partitions, and doors to remove smudges, fingerprints, and marks (up to 5 feet).
- h. **Glass - Daily** (5 days/week minimum unless noted otherwise)
Clean glazed entrance doors and interior glazed partitions to remove fingerprints, smudges, and cleaning streaks.
 - i. **Dusting – Weekly** (every Friday /once weekly minimum)
Damp-wipe or dust all window ledges and non-high-touch vertical surfaces.
- 2. **Specialty Area Cleaning Requirements - Restrooms (APPA Level 2 & IDPH Best Practice)**
Fixtures and tile gleam are **odor-free**, and supplies are replenished. This area must be held to a higher standard of **cleaning and disinfection** due to public health requirements. Always **clean** the surface first with soap and water to remove dirt and grime, as disinfectants and sanitizers cannot work effectively on a dirty surface.
 - a. **Fixtures - Daily** (5 days/week minimum unless noted otherwise)
 - i. Clean and disinfect all toilets, urinals, sinks, and showers (interior and exterior).
 - ii. Remove all stains, scale, and soil.
 - b. **High-Touch Surfaces - Daily** (5 days/week minimum unless noted otherwise)
Clean and disinfect all high-touch surfaces including flush handles, faucet handles, door handles, push plates, partition hardware, and baby changing stations.
 - c. **Floors - Daily** (5 days/week minimum unless noted otherwise)
 - i. Sweep, wet mop, and disinfect the entire floor surface, including behind toilets and in corners.
 - ii. Floors must be dry before opening the room for use.

- d. **Waste & Supplies – Daily** (5 days/week minimum unless noted otherwise)
 - i. Empty waste receptacles and feminine hygiene disposal units.
 - ii. Replace liners.
 - iii. Wipe down the exterior and interior of receptacles when debris or smell is present to keep them clean and odor-free.
 - iv. Inspect and replenish dispensers; upon completion, each dispenser will contain enough product to adequately dispense until the next regularly scheduled service date. Included in this work is; toilet paper, c-fold towels, s-fold towels, rolled towels, hand soap, sanitary napkins, air freshener, deodorizer.
- e. **Vertical Surfaces - Daily** (5 days/week minimum unless noted otherwise)
Wipe down all partitions, mirrors, and tiled surfaces to remove splatter, smudges, and marks.

2. Specialty Area Cleaning Requirements - Kitchenettes/Food Service Areas

All surfaces that may contact food must be cleaned and sanitized/disinfected to prevent bacterial growth, per IDPH best practice for food safety and infection control. Always **clean** the surface first with soap and water to remove dirt and grime, as disinfectants and sanitizers cannot work effectively on a dirty surface.

- a. **Food-Contact Surfaces – Daily** (5 days/week minimum unless noted otherwise)
Clean and sanitize all food preparation and dining surfaces (tables, counters, serving lines) using an EPA-registered sanitizer at the correct dilution and contact time.
- b. **Floors – Daily** (5 days/week minimum unless noted otherwise)
Sweep, wet mop, and disinfect all hard flooring, paying attention to areas under and around cooking equipment and food prep areas where grease and food debris accumulate.
- c. **Sinks/Drains– Daily** (5 days/week minimum unless noted otherwise)
 - i. Remove all debris.
 - ii. Scour and sanitize all sinks and drain areas.
- d. **Appliances – Daily** (5 days/week minimum unless noted otherwise)
Wipe down the exterior of refrigerators, microwave ovens, toasters, and other small appliances.
 - i. The last Friday in March, June, September, and December the interior of all refrigerators shall be cleaned and disinfected. Scheduling to be coordinated with Superintendent of Facilities.
- e. **Waste – Daily** (5 days/week minimum unless noted otherwise)
 - i. Empty all trash.
 - ii. Replace liners.
 - iii. Wipe down the exterior and interior of receptacles when debris or smell is present to keep them clean and odor-free.

3. IDPH Best Practices & Green Cleaning Objective

- a. Chemical Use:
Where economically feasible, environmentally sensitive cleaning products must be used. This includes products that minimize toxic exposure to patrons and staff.
- b. Disinfection:
Distinguish between **cleaning (removes soil)** and **disinfection (destroys organisms)**.
Disinfectants must be EPA-approved and used at the correct dilution and contact time.
Disinfection must target high-touch objects (HTOs).
- c. Cross-Contamination Prevention:
Implement strict procedures to prevent cross-contamination, such as using color-coded microfiber cloths and mops (e.g., red for restrooms, blue for general areas). Always clean from the cleanest to the dirtiest areas.
- d. Training and Safety:
All staff must be trained in proper product dilution, use of Personal Protective Equipment (PPE), and safe storage of all cleaning chemicals. All products must be correctly labeled.
- e. Hand Hygiene:
Ensure all necessary supplies (soap, paper towels, hand sanitizer) are readily available in restrooms, kitchens, and common areas. Hand hygiene with soap and water for 20 seconds is the first line of defense.

4. Janitorial Equipment

- a. Contractor shall furnish the tools and equipment necessary for the proper performance of the janitorial services. Tools and equipment include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, mop buckets and wringers, portable trash containers, floor tools and buffers, and vacuum cleaners.
 - i. All vacuum machines shall be true HEPA (High-Efficiency Particulate Air) filtered, to capture 99.97% of all particles that are 0.3 microns in size. In compliance with ASTM F3150-18.
 - ii. The Vacuum machine shall be a "Sealed System". All consumed air and debris must pass through the filter, no leaks around containment chamber or filter.
- b. Mop Head and Towel Maintenance shall align with the Illinois Department of Public Health (IDPH) and the Centers for Disease Control and Prevention (CDC). For safe cleaning:
 - i. Contractor shall thoroughly rinse out mop heads, cleaning rags, and towels after each use with fresh water. Each item shall be saturated completely with fresh water and wrung out thoroughly until the water runs clean from the item. The items shall be suspended to air-dry over a sink, basin, or other suitable container.

- ii. Contractor shall wash (or replace) every mop head, cleaning rag, or towel in hot water with bleach not less than once per week. Owner reserves the right to reject any and all rags and mop heads or any items that cause odors.
- c. The Contractor shall not use any tools or equipment that the Superintendent of Facilities determines would be unsuitable for the intended purpose, or of improper type or design. Village reserves the right to inspect the contractor's equipment and/or tools at any time and direct the removal of improper or unsafe equipment and/or tools.

5. Janitorial Products

- a. Village shall supply the following consumable products: Paper towels, toilet paper, trash can liners, and soap for hand soap dispensers.
- b. Contractor shall provide, at his expense, all material, product, machines, and accessory equipment necessary to perform specified work. Contractor shall provide the following products in sufficient quantities to execute the scope of services describe:
 - i. Chrome and Glass Cleaner: Provide a product for use on chrome or glass surfaces that will remove spots, fingerprints, and smudges and leave the surface free of haze or streaks.
 - ii. All Purpose Cleaner: Provide a product that is suitable for removing heavy soil, grease and body oils from hard nonporous surfaces. Product should be mild enough to spray on painted surfaces without removing paint or causing discoloration.
 - iii. Disinfectant: Provide a disinfectant that kills germs. At a minimum the product should be effective in killing Staphylococcus, Salmonella, Pseudomonas, Influenza, Herpes 1 & 2, and HIV viruses.
 - iv. Toilet Bowl Cleaner: Provide a nonacid toilet bowl cleaner that will remove hard water deposits, rust and stains, and eliminate odors.
 - v. Neutral Floor Cleaner: Provide a neutral no-rinse floor cleaner that will effectively remove ordinary dirt and stains left behind from foot traffic and calcium chloride. Products shall not leave streaks or spots and shall have a Ph of 7-8. Products shall be safe for all surfaces and shall be pleasantly scented. The dilution rate of the product shall be conspicuously displayed in the area where the product is stored. The product shall be stored in a locked room where access to water is available.
 - vi. Spot and Stain Remover, Carpet: Provide product(s) that are consistent with the carpet manufacturer's recommendations for care and cleaning of the carpeted areas. Contractor shall coordinate the purchase of appropriate products with the Superintendent of Facilities.
 - vii. Rubber Floor Cleaner: Provide a product to clean and maintain rubber flooring and provide a glossy appearance between waxing cycles.
 - viii. Stainless Steel Cleaner: Provide a product that cleans and protects stainless steel and aluminum. Product should be non-greasy and effective in preventing water spots and hiding fingerprints. Product should be safe for use on kitchen equipment, drinking fountains, elevators, and stainless-steel door hardware.
 - ix. Furniture Polish: Provide a no-wax furniture cleaning and dusting product for the care of wood surfaces, laminates, and trim.

- c. Contractor may from time to time be required to add products to their inventory to adequately provide the level of cleanliness required by the contract documents. All products not specifically mentioned in this section of the specifications must be approved by the Superintendent of Facilities before they can be used on the Village premises.

6. Quality Control and Quality Assurance

Contractor and Superintendent of Facilities shall conduct joint inspection and observations at intervals appropriate to the conditions of the work (presume quarterly). These events will occur as three specific inspection types:

- a. Initial shall be done to identify pre-existing conditions and areas requiring focused attention.
- b. Routine shall be performed by the Village at intervals deemed appropriate to determine if the contractor is providing satisfactory service. From time to time the Village would invite the contractor's supervisory staff to join the Village during the site observations.
 - i. Contractor shall report on any building defects or maintenance related problems discovered during the performance of their work; the next business day. The Contractor and the Superintendent of Facilities will review any issues and develop a solution.
 - ii. Best method for relaying information concerning building defects or concerns will be via email with notes and photos of the condition.
- c. Final shall be performed as close to the end of the contract term to identify any items or areas of damage (floors, walls, doors, fixtures, and finishes) throughout the service areas.

7. Property Locations

- a. **Village Hall; 1900 Hassell Boulevard, Hoffman Estates; +/- 68,000 sqft.**
 - i. Approximately 100 Village employees work within the building. Village residents, and others who have business to conduct with the town, also frequent the structure.
 - ii. Village Board of Trustee meetings, and Commission meetings, are held weekly. On average, there are approximately 17 evening public meetings within the building Council Chambers per month.
 - iii. The following areas are excluded from the prescriptive treatments outline in sections 1 and 2 above: Caged Storage Areas, Maintenance Tool Room, Mechanical Rooms, HRM Records Room, Service Panel Rooms, Server Room and Finance Vault, Cafeteria kitchen equipment (first floor).
 - iv. Ingress and Egress for the Village Hall shall be via the loading dock passageway **ONLY**; it is located on the west side of the building.
 - v. Village Hall work shall take place 5 days a week, Monday through Friday after 11:00 p.m. (Mandatory), and before 5:00 a.m., local time (Mandatory) except for the recognized holidays as listed below.
- b. **Police Department; 411 W. Higgins Road, Hoffman Estates; +/- 40,000 sqft.**
 - i. Approximately seventy (70) Village employees work within the building. Many of the employees work within positions that require them to leave the building and then return to it again, several times per shift. Village residents, and others who have business to conduct with the department, also frequent the building. Meetings and/or training classes are sometimes held in the building.

- ii. In the winter the lobby space(s) are used as a warming center and homeless are often present and use the lobby's public restrooms.
- iii. The following areas are excluded from the prescriptive treatments outline in sections 1 and 2 above: Property Room; Evidence Technician Room; Evidence Garage; Underground Parking Garage, Mechanical and Electrical Rooms, Storage Rooms, Computer Rooms, Maintenance Shop, Vehicle Maintenance Officer Room (VMO), Gun Range, and Armory Storage Room.
- iv. Ingress and Egress for the Police Department by contractor shall **ONLY** occur by way of the lobby doors located on the South side of the building (Police Department building front lobby entrance area).
 - 1. The contractor and/or employees shall sign out a building access card and keys each evening. Access cards and keys shall be signed back-in every evening. The card and keys shall be retained at the Police facility within their secure enclosure.
 - 2. Contractor and/or employees shall not leave the building with the Village's access card or keys.
- v. Police Department work shall take place **6 days a week**, Monday through Saturday after 6:00 p.m. (Mandatory), and before 5:00 a.m., local time (Mandatory) except for the recognized holidays as listed below.
- c. **Public Works Center; 23056 Pembroke Avenue, Hoffman Estates; +/- 10,000 sqft.**
 - i. Approximately ten (10) Village employees work within the administrative building section. An additional fifty (50) Public Works maintenance employees use the remainder of building for pre and post workday activities. Village residents, and others who have business to conduct with the department, also frequent the building. Meetings and/or training classes are sometimes held in the building.
 - ii. Seasonally this building could experience 24-hour operation due to snow management responsibilities or public utility emergencies.
 - iii. The following areas are excluded from the prescriptive treatments outline in sections 1 and 2 above: Equipment Parking Garage, Mechanical and Electrical Rooms, Storage Rooms, Computer Rooms, and Maintenance Shops.
 - iv. Ingress and Egress for the Public Works Center by contractor shall **ONLY** occur by way of the South – West employee vestibule doors.
 - v. Public Works Center work shall take place 5 days a week, Monday through Friday after 5:00 p.m. (Mandatory), and before 5:00 a.m., local time (Mandatory) except for the recognized holidays as listed below.
- d. **Fleet Maintenance; 2405 Pembroke Avenue, Hoffman Estates; +/- 5,000 sqft.**
 - i. Approximately three (3) Village employees work within the office building section. An additional seven (7) fleet maintenance employees use the remainder of building for workday activities.
 - ii. This building has an exterior restroom (Northeast corner) with 24 hour accessed by Law Enforcement personnel. This area shall receive services.
 - iii. The following areas are excluded from the prescriptive treatments outline in sections 1 and 2 above: Fleet Maintenance Garage, Mechanical and Electrical Rooms, Mezzanine, Storage Rooms, Computer Rooms, Wash-Bay, and Maintenance Shops.

- iv. Ingress and Egress for the Fleet Maintenance by contractor shall ONLY occur by way of the main entrance.
- v. Fleet Maintenance work shall take place 5 days a week, Monday through Friday after 5:00 p.m. (Mandatory), and before 5:00 a.m., local time (Mandatory) except for the recognized holidays listed below.

- e. **Fire Station 21; 225 Flagstaff Lane, Hoffman Estates**
This location may require “As Needed” cleaning services. The services are quoted separately from this document but may refer to this standard. These services will be coordinated with the Superintendent of Facilities.
- f. **Fire Station 22; 1700 Moon Lake Boulevard, Hoffman Estates**
This location may require “As Needed” cleaning services. The services are quoted separately from this document but may refer to this standard. These services will be coordinated with the Superintendent of Facilities.
- g. **Fire Station 23; 1300 Westbury Drive, Hoffman Estates**
This location may require “As Needed” cleaning services. The services are quoted separately from this document but may refer to this standard. These services will be coordinated with the Superintendent of Facilities.
- h. **Fire Station 24; 5775 Beacon Pointe Drive, Hoffman Estates**
This location may require “As Needed” cleaning services. The services are quoted separately from this document but may refer to this standard. These services will be coordinated with the Superintendent of Facilities.

8. Village Holidays:

New Years Day (January 01), Memorial Day (Last Monday in May), Independence Day (July 04), Labor Day (First Monday in September), Thanksgiving (4th Thursday in November and following Friday), Christmas (December 24th and 25th)

Question related to this specification can be directed to the Superintendent of Facilities.



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HOFFMAN ESTATES

DEPARTMENT OF PUBLIC WORKS

Deep Carpet Cleaning and Restoration Specification (ver. 2025.10.21)

Compliance Standard: APPA Level 1 (Orderly Spotlessness) and CRI 204 Commercial Carpet Standard

Scope and Objective

This specification details the procedures for performing deep (restorative) carpet cleaning within the Village of Hoffman Estates municipal facilities. The objective is to achieve and sustain the highest possible appearance level—**APPA Level 1: Orderly Spotlessness**—by removing deeply embedded soil, residues, and resolving all visible staining, thereby refreshing carpet color and extending the useful life of the asset.

The objective result will be achieved by following the best practices defined by **The Carpet and Rug Institute (CRI) Commercial Carpet Standard for Maintenance and Cleaning (CRI 204)**.

1) Goal, Frequency, and Method

- a) APPA Level 1 is the objective appearance grade
After cleaning, carpets must be bright and clean with fresh colors. Following the *deep cleaning* the carpet surface shall be void of any visible dust/dirt accumulation. Additionally, the surface shall be restored to an appearance that eliminates dull spots and/or matted areas in walking lanes, which are characteristic of lower APPA levels.
- b) Frequency of Deep Cleaning is defined by CRI 204
Professionally deep clean carpets every 12 to 18 months, or more frequently in high-traffic, high-soil areas as determined by regular inspection and maintenance logs. The goal is to perform deep cleaning *before* soil is easily visible or a noticeable change in color/texture occurs.
- c) Method for deep cleaning is outlined in CRI 204
Hot Water Extraction (HWE), often referred to as "steam cleaning," is the recommended deep cleaning method for commercial carpets and must be the primary method used unless a manufacturer's warranty specifies otherwise.

2) Preparation and Equipment (CRI 204 Best Practices)

- a) Initial Inspection
 - i) Pre-cleaning inspection shall identify and document the following:
 - (1) The type of carpet fiber (if unknown)
 - (2) Existing stains and their type (grease, coffee, ink, etc.)
 - (3) Heavily soiled areas (e.g., entranceways, breakrooms)
 - (4) Any pre-existing damage. The contractor must notify the facility manager of any concerns before commencing work.
- b) Area Clearing
 - i) When practical and economically feasible remove all portable furniture and obstacles from the area to be cleaned, ensuring complete access to the entire carpeted surface, including edges and corners.

- c) Pre-Vacuuming
 - i) Thoroughly vacuum the entire area with a commercial-grade vacuum cleaner that is CRI Seal of Approval (SOA) certified and equipped with HEPA filtration. This must be performed immediately prior to wet cleaning to remove maximum loose surface soil and debris.
- d) Equipment & Chemicals
 - i) All deep cleaning equipment (extractors, vacuums) and cleaning solutions must be CRI Seal of Approval (SOA) certified. Chemicals must be applied using a controlled dilution system (e.g., a closed-loop system) and mixed according to manufacturer instructions.

3) Deep Cleaning Procedure (Hot Water Extraction Process)

- a) Spot & Stain Pre-Treatment
 - i) Apply specialized, SOA-approved spot/stain removal products to identified stains and heavily soiled areas.
 - ii) **DO NOT SCRUB** the carpet, which can distort the pile. Allow the pre-treatment adequate dwell time (typically 8–10 minutes, per chemical manufacturer instructions) to loosen and suspend soil particles.
- b) Pre-Spray Application
 - i) Uniformly apply an SOA-approved pre-conditioning solution to all carpet areas to be deep cleaned.
 - ii) In heavily soiled areas, mechanical agitation (e.g., with a cylindrical brush machine or soft-bristled brush) is required to work the solution deep into the pile.
- c) Hot Water Extraction (HWE)
 - i) Use a professional-grade, high-powered Hot Water Extraction machine. Use water at the warmest temperature permissible by the carpet manufacturer (or at least *hot* water to maximize cleaning efficiency and sanitization). The process involves injecting the cleaning solution deep into the carpet and immediately extracting the solution and soil.
- d) Extraction Passes
 - i) Make slow, overlapping passes with the extraction wand.
 - (1) Perform at least one wet pass (injecting and extracting solution) followed by
 - (2) Two dry passes (extraction only) to maximize soil and moisture removal, preventing re-soiling and accelerating drying time.
- e) Edge Cleaning
 - i) Use specialized tools (e.g., crevice nozzles) to clean areas along baseboards, corners, and under fixed furniture that are missed by the primary wand passes.
- f) Residue Removal (Rinsing)
 - i) If a high-pH pre-spray or detergent was used, a final freshwater rinse or an application of a neutral or acidic rinsing agent is required to neutralize the carpet fibers and remove any chemical residue that could contribute to rapid re-soiling.

4) Post-Cleaning & Inspection (CRI 204 & APPA Level 1)

- a) Moisture Management/Drying
 - i) Use commercial air movers (drying fans) and commercial dehumidifiers immediately after extraction to ensure rapid drying.
 - ii) The carpet must be dry within 12 hours to prevent the growth of mold, mildew, and backing damage.
- b) Post-Cleaning Traffic
 - i) Limit all foot traffic to the damp carpeted area until it is completely dry. Use appropriate "Wet Floor" signage and barriers.
- c) Grooming
 - i) Where applicable, use a carpet rake or brush to set the pile in a uniform direction as it dries, this effort will aid in appearance retention.
- d) Furniture Replacement
 - i) Return all furniture to its original location only after the carpet is 100% dry.
 - ii) Use furniture glides or plastic protectors under all legs to prevent rust or wood stain transfer to the damp carpet.
- e) Final Inspection
 - i) A final walk-through and inspection must confirm that the carpet meets the **APPA Level 1** standard: **bright, clean, no matted or dull areas** in the walking paths, and **no visible residue or remaining stains**.

Question related to this specification can be directed to the Superintendent of Facilities.



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