

## JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is entered this 27<sup>th</sup> day of May, 2008, between Hanover Township, Cook County Illinois, an Illinois Township (the "Township") and Perfect Cleaning Service, Inc. ("Contractor") (collectively, the "Parties").

**IN CONSIDERATION** of the covenants and conditions herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Cleaning Services. Contractor shall perform janitorial services and provide all cleaning supplies, equipment and materials required therefore (collectively, "Cleaning Supplies") at the Township facilities located at 240 and 250 South Route 59, Bartlett, Illinois, 60103 and 7431 Astor Avenue, Hanover Park, Illinois, 60133 (collectively, the "Project Sites"), in strict compliance with the Specifications (the "Specifications") and the General Conditions and Instructions dated November 26, 2007, copies of which are attached hereto as Exhibits A and B, respectively, and are incorporated herein and made a part hereof as though fully set forth herein, and in strict compliance with the terms and conditions herein (the "Cleaning Services").

2. Terms. The Term of this Agreement shall be for six (6) months commencing on July 1, 2008 and expiring December 31, 2008, unless sooner terminated as provided herein.

3. Contract Sum. The Contract Sum for the Cleaning Services is \$2,340.00 per month and includes all costs of Contractor performing the Cleaning Services in strict compliance with the terms and conditions herein, including but not limited to providing all Cleaning Supplies, and providing not less than two (2) cleaning workers during all hours and days of providing Cleaning Services as herein provided. Carpet cleaning shall be performed upon the request of the Township. The cost of cleaning all carpeted areas in all three (3) Project Sites in strict compliance with the Specifications and terms and conditions herein shall be \$1,550.00 per occurrence. Payments shall be made in accordance with paragraph 4 below.

4. Payment Procedures. The Township's shall pay Contractor the monthly Contract Sum following the Township's determination that all Cleaning Services have been performed in strict compliance with the requirements herein, on the fourth Wednesday following the month in which the Cleaning Services have been completed. The Township reserves the right to discount the monthly invoice for work not performed or performed in an unsatisfactory manner. The discount is not to be considered a penalty but rather will be in direct proportion of the time and materials necessary for the Township to cause those services to be performed as described herein at a satisfactory level. A discount will be demanded after written notice is given to the Contractor first class regular mail outlining a specific complaint(s) and/or how the terms of the Agreement are not being fulfilled. On the first occurrence of a specific complaint or

breach, the Contractor will have five (5) working days to evaluate the performance or source of the complaint and implement corrective measures. If, after the five-day period, an improvement to the service or contract breach is not evident by the Township, then the discount will be levied to the monthly invoice. On the second occurrence of the same incident or complaint, only three (3) days will be given before the discount is applied. The third and subsequent occurrence of the same incident or breach will result in an automatic discount to the monthly invoice and will be considered a material breach of contract. The Township may also deduct from any payment required hereunder, the cost of any Repair Work not completed in a timely manner by Contractor, in accordance with paragraph 15 herein. Nothing herein shall be construed as a limitation on the Township's right to terminate the Agreement in accordance with paragraph 21 herein. The payment for Cleaning Services for the month in which the Agreement expires or is terminated as provided herein shall be prorated based on the number of days in which Cleaning Services were performed by Contractor and the monthly Contract Sum set forth in paragraph 3, subject to the terms and conditions of this paragraph 4. The payment for Cleaning Services for the month in which the Agreement expires or is terminated as provided herein shall be prorated based on the number of days in which Cleaning Services were performed by Contractor and the monthly Contract Sum set forth in paragraph 3, subject to the terms and conditions of this paragraph 4.

5. Non-Discrimination.

A. Contractor shall not discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, national origin, marital status, ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, and all labor organizations and/or subcontractors furnishing skilled, unskilled and/or craft skilled labor and/or who may otherwise perform any such labor or services in connection with this Contract.

B. The Contractor shall comply with all applicable federal, state and local sexual harassment laws.

6. Compliance with Law. All goods, materials, supplies, equipment, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable Federal, State and local laws, rules, and regulations relative thereto including, but not limited to, all regulations, rules and/or laws as required by the Federal Occupational Safety and Health Act (OSHA), the Illinois Department of Labor (IDOL), the U.S. Department of Labor (USDOL), EEOC, the Illinois Department of Human Rights, and/or the Human Rights Commission and all applicable Village of Bartlett and Hanover Park Ordinances and Codes (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Township, its officials, officers, employees, and agents from loss or damage, including, but not limited to, attorney's fees, and other costs of defense by reason of actual or

alleged violations of any Laws or Law. This obligation shall survive the expiration and/or termination of this Agreement.

7. Indemnity. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Township, and its officials, officers, employees, and volunteers, against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses, which may in any way arise directly or indirectly from (i) the Cleaning Services and/or any Repair Work provided hereunder; (ii) any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, sub-contractors of any tier, suppliers, and/or agents; and/or (iii) any breach or default under this Agreement by Contractor; in which case Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Township in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Township as herein provided. This obligation shall survive the expiration and/or termination of this Agreement.

8. Binding Obligation and Non-Assignability. Contractor shall not assign and/or delegate the whole or any part of this Agreement without the written consent of the Township. All subcontractors shall be approved by the Township. Any such unapproved assignment and/or delegation shall be null and void.

9. Taxes. The Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Contractor, or Subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials. Any such taxes are included in the Contract Sum set forth in paragraph 3 herein.

10. Investigations by Contractor. Contractor has made such investigations as it deems necessary to perform the Cleaning Services required hereunder, including, but not limited to, Project Sites inspections, and represents and warrants that Contractor can perform the Cleaning Services in strict compliance with the terms and conditions herein. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Cleaning Services under this Agreement as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of Contractor to fulfill in every detail all of the requirements of this Agreement, or will be accepted as a basis for any claims whatsoever, for extra compensation.

11. Insurance Requirements. Throughout the duration of the Agreement, and any extensions and/or renewals thereof, Contractor, at its sole cost, shall maintain insurance with the following minimum types and minimum amounts of coverages (collectively the "Minimum Insurance Requirements"):

Commercial General Liability (CGL): \$1,000,000 each occurrence, \$2,000,000 aggregate.

Excess Liability/Commercial Umbrella            \$5,000,000 per occurrence, \$5,000,000 aggregate

Worker Compensation:            State of Illinois Statutory Coverage

Employer's Liability:            \$1,000,000 each accident for bodily injury by accident, or \$1,000,000 each employee for bodily injury by disease.

Business Auto Liability:            \$1,000,000 each accident covering liability arising out of "Any Auto" including owned, hired, and non-owned autos.

Contractor will cause Hanover Township and its officials, officers, employees and volunteers, to be named as Additional Insured (the "Additional Insured") under the CGL, Business Auto Liability, and Excess Liability/Commercial Umbrella coverages.

Any endorsement(s) or provision(s) which limits contractual liability shall be deleted in their entirety. Said insurance coverage shall be primary as respects the Additional Insured, and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. Any insurance or self-insurance maintained by the Additional Insured, or any of them, shall be in excess of the Contractor's insurance and shall not contribute with it.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence from CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, administration of the work, independent contractors, subcontractors, sub-subcontractors, vendors and suppliers, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

A. Evidence of Insurance.

Prior to beginning work, Contractor shall furnish the Township with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Township prior to the cancellation or material change of any insurance referred to therein. Written notice to the Township shall be by certified mail, return receipt requested.

Failure of the Township to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

The Township shall have the right, but not the obligation, of prohibiting Contractor from beginning work until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Township.

Failure of Contractor to maintain the required insurance may result in termination of this Agreement and shall be considered a material breach of this Agreement.

Contractor shall provide certified copies of all insurance policies required above within 10 days of Township's written request for said copies.

B. Acceptability of Insurers.

For insurance companies which obtain a rate from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Township has the right to reject insurance written by an insurer it deems unacceptable.

C. Cross-Liability Coverage.

If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to the Township. At the option of the Township, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the Township, its officers, officials, employees, and volunteers or required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to investigations, claim administration and defense expenses.

E. Subcontractors.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified above. When requested by the Township, Contractor shall furnish copies of certificates of insurance evidence coverages for each subcontractor. Failure of any such subcontractor to maintain such insurance shall be considered a material breach of this Agreement by Contractor.

12. Default. In the event of default hereunder by Contractor, the Township shall be entitled to all remedies available at law and/or equity, including reasonable attorney's fees.

13. Limitation on Damages against the Township. Notwithstanding any provision in any of the Contract Documents to the contrary, the Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages and/or lost profits from the Township and agrees not to make any claim or demand for such damages and/or lost profits against the Township.

14. Notice. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed served (a) when delivered by Federal Express or similar overnight courier service to that party's address set forth below during the hours of 9:00 a.m. and 5:00 p.m. local time Monday through Friday, excluding federal holidays; (b) when mailed to any other person designated by that party in writing herein to receive such notice, via certified mail, return receipt requested, postage prepaid; (c) or via fax. Fax notice shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 A.M. to 5:00 P.M. Chicago time). In the event fax notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission. Notice shall be given to the following:

If to Contractor:  
Perfect Cleaning Service, Inc.  
5852 North Northwest Highway  
Chicago, Illinois, 60631  
Attention: Ewa Guziolek  
Fax: (773) – 631-4880

If to the Township:  
Hanover Township  
250 South Route 59,  
Bartlett, Illinois, 60103  
Attention: Michael Kelly and James Barr  
Fax: (630) - 837-7449

With a copy to:  
Bryan E. Mraz & Associates  
111 East Irving Park Road  
Roselle, Illinois, 60172  
Attention: Laurence J. Mraz  
Fax: (630) - 529-2019

Either party hereto may change the place of notice to it by sending written notice to the other party.

15. Repair Work. Contractor shall repair any damage to the Project Site(s) and/or any other Township real and/or personal property attributable to acts and/or omissions of Contractor, its employees, subcontractors of any tier, agents, and/or

anyone acting on behalf of any of them, or otherwise attributable to the Cleaning Services, except to the extent such damage is attributable to the negligence of the Township (the "Repair Work"). The Repair Work shall be completed within ten (10) days of the date of said damage (the "Repair Completion Date"). The Township will hold back funds for the Repair Work and/or any costs of replacing any damaged property in accordance with Section 4 herein. However, such holdbacks shall not relieve Contractor of its obligation to complete the Repair Work required hereunder; nor shall such holdbacks be considered a limit on Contractor's liability hereunder.

16. Assumption of Risk. To the fullest extent permitted by law, Contractor assumes liability for all injury to or death of any person or persons including employees of contractor, any subcontractor of any tier, any supplier and/or any other person, and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Agreement.

17. Incorporation of Documents. The (a) General Conditions and Instructions, (b) the Specifications, and (c) all Exhibits referred to herein are hereby expressly incorporated herein and made a part hereof.

18. Conflicting Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Specifications and/or other exhibits hereto, the most stringent requirements shall control to the extent of such conflict or inconsistency.

19. Hazardous Substances. Contractor shall not cause or permit any Hazardous Substances to be brought upon, kept, stored or used in or about any of the Project Sites and/or any other Township property (collectively, the "Township Property") by Contractor, its employees, contractors, subcontractors, agents, suppliers and anyone for whose acts and/or omissions for whom Contractor may be liable (collectively "Contractor's Agents"). If the presence of Hazardous Substances brought upon, kept, stored or used in or about any Township Property by or on behalf of Contractor or Contractor's Agents in violation of this paragraph, results in contamination of said Township Property, Contractor shall pay for all actual costs of clean up and shall indemnify, hold harmless and at the Township's option, defend the Township, and its employees, affiliates, agents, volunteers, officers, and officials from and against any and all claims, demands, expenses (including reasonable attorneys' fees), costs, fines, penalties and other liabilities of any and every kind and nature, including, but not limited to, costs and expenses incurred in connection with any clean-up, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any such Hazardous Substances on or about the Township Property.

For purposes hereof, Hazardous Substances shall include, but not be limited to, substances defined as "hazardous substances," "toxic substances" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as

amended; the federal Hazardous Materials Transportation Act, as amended; and the federal Resource Conservation and Recovery Act, as amended ("RCRA"); those substances defined as "hazardous substances," "materials," or "wastes" under any Federal law or the law of the State of Illinois; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Environmental Laws"). If Contractor's activities or the activities of any of Contractor's Agents violate or create a risk of violation of any Environmental Laws, Contractor shall cause such activities to cease immediately upon notice from the Township. Contractor shall immediately notify the Township both by telephone and in writing of any spill or unauthorized discharge of Hazardous Substances or of any condition constituting an "imminent hazard" under any Environmental Laws.

Contractor's indemnification obligations and duties hereunder shall survive the termination and/or expiration of this Agreement.

20. Criminal Background Checks. Contractor shall be responsible for causing each employee, contractor, sub-contractor and/or other person performing Cleaning Services hereunder to sign the Investigation Authorization and Release form, attached hereto as Exhibit C, and incorporated herein and furnishing said Release forms to the Township.

The Parties agree that in the event any criminal background check discloses a conviction of any felony and/or a misdemeanor involving mortal turpitude, including, but not limited to, a conviction of any of the Disqualifying Criminal Offenses of Public Act 91-0598 and/or Public Act 93-0224, copies of which are attached hereto as Exhibit D and incorporated herein, then such employee, contractor, sub-contractor and/or other person shall be prohibited from performing any Cleaning Services and/or other work hereunder.

21. Termination of Agreement. Notwithstanding any provision herein to the contrary, the Township may terminate this Agreement with or without cause by providing, not less than five (5) days prior written notice of termination to Contractor. In the event Contract fails to maintain the Minimum Insurance Requirements defined above, then the Township may immediately terminate this Agreement.

22. Permits and Licenses. Contractor shall obtain all permits and licenses required by the Villages of Bartlett and Hanover Park relative to the Cleaning Services, and the cost of such permits, licenses and any other requirements imposed hereunder are included in the Contract Sum set forth in paragraph 3 herein.

23. Relationship of the Parties. It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to the Township arising out of this Agreement shall be that of an independent contractor. Neither Contractor, nor any employee, subcontractor or agent of Contractor, is a partner, joint venturer, employee and/or agent of the Township, and therefore is not entitled to any benefits provided to employees of the Township. Contractor has no authority to employ/retain any person



as an employee or agent for or on behalf of the Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee, agent, partner, and/or joint venturer, of the Township. Should any person indicate to the Contractor or any employee, subcontractor or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee, partner, joint venturer, or agent of the Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

24. Supervisor. Contractor shall provide a working supervisor capable of fluently speaking, reading and writing English to be on the Property Sites every day while Cleaning Services are in progress. The janitorial staff must be professionally supervised at all times.

25. Identifications. For security purposes, the Contractor shall be required to submit a list, including the names and addresses, of the personnel who will be regularly assigned to the Township's properties. All janitorial staff assigned to the Township Site(s) must be bonded and insured. All janitorial staff shall wear company uniforms and an identification card that clearly displays both the company and worker's name.

26. Substitution of Workers. A Contractor may not substitute any employee or other person providing Cleaning Services on Township property without prior notification to the Township. Use of any such employees/workers shall be subject to the terms and conditions of paragraph 20 above.

27. Prohibited Conduct. The Contractor's personnel shall not disturb papers on desks, or open drawers, cabinets, files, or bookcases. The Township's telephones shall not be used by the Contractor's employees and/or other workers. Under no circumstances shall the Contractor's personnel be allowed to bring visitors into the Township's buildings while performing Cleaning Services.

28. Contractor Responsible for Employees, Subcontractors, and Agents. The Contractor shall assume full responsibility for the actions of its employees, subcontractors of every tier, and agents.

29. Replacement of Workers. The Contractor shall provide a working supervisor and other personnel satisfactory to the Township to perform the work as specified and replace within twenty-four (24) hours any such persons performing Cleaning Services hereunder as the Township may reasonably determine to be unsatisfactory, subject to the terms and conditions of paragraph 20 above.

30. Supplies. Contractor shall provide all cleaning equipment and supplies, including but not limited to all disinfectants, floor cleaning products, and polishes necessary to properly complete the Cleaning Services hereunder. All supplies shall be

of a quality acceptable to the Township. The Contractor will be required to submit to the Township the corresponding material safety data sheets (MSDS) for all cleaners, polishes, soaps, and other chemicals used to provide the Cleaning Services. The cost of such cleaning supplies and equipment is included in the Contract Sum set forth in paragraph 3 above.

31. No Third Parties and/or Waiver of Statutory Immunities. Notwithstanding any provision herein to the contrary, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township, and/or its respective officials, officers, employees, volunteers and/or agents.

32. Miscellaneous.

a. This Agreement supercedes all prior agreements and understandings, both written and oral, of the parties to the subject matter hereof. This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.

b. This Agreement may be executed in any number of counterparts, and by the Township and Contractor on different counterparts, each of which when executed shall be deemed an original and all of which together shall constitute one and the same Agreement.

c. Changes in the number, gender and grammar of terms and phrases herein when necessary to conform this Agreement to the circumstances of the parties hereto shall in all cases, be assumed as though in each case fully expressed therein.

d. This Agreement shall be construed, governed and enforced according to the laws of the State of Illinois, and the exclusive venue for the enforcement of this Agreement and/or litigation between the parties shall be the Circuit Court of Cook County, Illinois.

e. In construing this Agreement, section headings shall be disregarded.

f. Time is of the essence of this Agreement and every provision contained herein.

g. If any clause, phrase, provision or portion of this Agreement or the application thereof, to any person or circumstance, shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement, nor shall it affect the application of any other clause, phrase, provision or portion hereof to other persons or circumstances.


h. Facsimile signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Agreement

i. Each of the undersigned signing as an officer or agent on behalf of the respective party to this Agreement warrants that he or she holds such capacity as is specified beneath his or her name and further warrants that he or she is authorized to execute and effectuate this Agreement and that he or she does so voluntarily and in his or her official capacity.


j. Survival of Obligations. Except as otherwise provided, any obligations and duties which by their nature extend beyond the expiration of termination of this Agreement, including, without limitation, Sections pertaining to Indemnity shall survive the expiration of this Agreement.


HANOVER TOWNSHIP

By:   
Michael E. Kelly, Supervisor

Attest:  
  
Brian P. McGuire, Clerk

PERFECT CLEANING SERVICE, INC.

By:   
Title: ACCOUNT EXECUTIVE

Attest:  
  
Title: OFFICE MANAGER

## EXHIBIT B

### I. GENERAL CONDITIONS AND INSTRUCTIONS

#### 1. Definitions

The following words and phrases, used herein, shall have the meaning ascribed to them as follows:

- A. "Township" or "Owner" shall mean the Township of Hanover, Cook County Illinois, 250 South Route 59, Bartlett, Illinois, 60103 (the "Township Office").
- B. "Proposer" or "Firm" shall mean each contractor submitting a proposal for performing cleaning services in strict compliance with the Contract Documents at the Township facilities located at 7431 Astor Avenue, Hanover Park, Illinois, 60133 and the Township facilities located at 240 and 250 South Route 59, Bartlett, Illinois, 60103 (the "Cleaning Services").
- C. "Successful Proposer" or "Contractor" shall mean the Proposer that receives the award of contract from the Township for the Cleaning Services.
- D. "Contract Documents" shall mean: (i) these General Conditions and Instructions, (ii) the Specifications attached hereto and incorporated herein; (iii) the Proposal form to be submitted on form furnished by the Township; (iv) the Tax Compliance Affidavit, (v) the attached Certifications regarding bid rigging and adoption of sexual harassment policy, (vi) all addenda issued prior to receipt of proposals and, (vii) the Cleaning Services Agreement, a copy of which is attached hereto and incorporated herein (the "Agreement").

Whenever the term "*addenda*" appears in any of the Contract Documents, it shall be understood to refer to any written or graphic instruments issued prior to the opening of proposals which modify or interpret the Contract Documents, by additions, deletions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

Changes or corrections may be made by the Township to the Contract Documents after they have been issued and before the opening of proposals. In such case, a written addendum describing the change or correction will be issued by the Township to all proposers of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the Contract Documents.

- E. "Project Sites" shall mean 240 and 250 South Route 59, Bartlett, Illinois, 60103 and 7431 Astor Avenue, Hanover Park, Illinois, 60133.

2. Preparation and Submission of Proposal

- A. The Proposer must submit his, her, or its proposal on the forms furnished by the Township, except as otherwise provided herein to the contrary. All blank spaces on the proposal form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company. The proposal form is contained in these documents. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a proposal.
- B. All proposals shall be submitted in a sealed envelope stating the following information on the face of the envelope:  
Proposer's Name, Address, and shall be marked "Hanover Township Cleaning Services".
- C. Proposals must be received by the Township no later than 10:00 a.m. on December 13, 2007. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for proposals.
- D. Conditional Proposals. Qualified proposals are subject to rejection in whole or in part.
- E. Authority to Act as Agent. Upon request, the Proposer will provide proof to the Township that the signature on the proposal form has the authority to bind the Proposer to the price(s) quoted and to the terms and conditions of a contract.
- F. Errors in Proposals. When an error is made in extending total prices, the unit proposal price will govern. Carelessness in quoting prices or in preparation of proposal will not relieve Proposer. Erasures or changes in proposals must be initialed.
- G. Withdrawal of Proposal. Any Proposer may withdraw or modify his or her proposal at any time prior to the scheduled closing time for receipt of proposals. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted proposal which are addressed in the same manner as the proposal, and are received by the Township prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of Proposal on Hanover Township Cleaning Services".

- H. The Proposer shall provide a name, address, and phone number of one contact person who will be responsible for implementation of the total package proposal.

3. Contents of Proposal

Firms should provide the following information:

A. *Services*

- 1. State the Firm's ability to provide the Services as described in the Specifications and Agreement. Provide a brief history of the Firm and its experience, qualifications and success in providing these Services.
- 2. Describe the experience of the individual(s) who would be responsible for providing the Cleaning Services to the Township.
- 3. Describe in detail how the Firm plans to provide the Cleaning Services detailed in the Specifications and Agreement.
- 4. Provide a minimum of three (3) references comparable to the Township, including the name and telephone number of a contact person which the Township may call.
- 5. Provide copies of certificates of insurance evidencing the types of coverages and minimum amounts of coverages required under the attached Cleaning Services Agreement.

B. *Financial Proposal*

- 1. State the Firm's proposed fees for providing the Cleaning Services per Project Site on the attached Proposal Form. The proposed fees must include all travel and other expenses in accordance with paragraph 13 herein.

C. *Contractual Arrangements*

- 1. State the Firm's acceptance of the Janitorial Services Agreement.

4. Examination by Proposer

The Proposer shall, before submitting a proposal, carefully examine the Contract Documents and visit and inspect the Project Sites. If the proposal is accepted, the Proposer will be responsible for all errors in its proposal resulting from its failure or neglect to comply with these instructions. The Township will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

5. Award of Contract

The Township reserves the right to review all proposals submitted for a period of sixty (60) days after the proposal due date, and by submitting a proposal, the Proposer agrees that the amount specified in his/her proposal shall remain in full force and effect for such sixty (60) day period. No Proposer shall modify, withdraw, or cancel his/her proposal, or any part thereof, for sixty (60) days after

said proposal due date, and no attempted modification, withdrawal, or cancellation shall be valid.

6. Basis of Selection

The Township will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to provide the Township with the Cleaning Services as described in the Specifications and Agreement.
2. The firm's experience in providing Cleaning Services similar to those described in this RFP, and the experience of the individuals which the firm proposes to provide such Services.
3. The firm's references from clients which are comparable to the Township.
4. The firm's financial proposal.
5. Any other factors relevant to the firm's capacity and willingness to satisfy the Township.

7. No Collusion

The Proposer represents and warrants that his, her, or its proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

8. Material Inspection and Responsibility

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the Township's written approval must be obtained prior to use.

9. Non-Discrimination

No Contractor who is the recipient of Township funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, or national origin, marital status, or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

10. Binding Obligation and Non-Assignability

By submitting a proposal, the Proposer agrees that if awarded the proposal said Successful Proposer shall be contractually bound to perform the Cleaning Services in compliance with the Contract Documents. Successful Proposer shall not assign the whole or any part of the proposal award or any obligations created or under the Contract Documents without the written consent of the Township. All sub-contractors shall be approved by the Township.

11. Taxes

The Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Successful Proposer, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful Proposer and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Firm's fees set forth on the Proposal Form.

12. Investigations Prior To Proposal Award

The Township may make such investigations as are deemed necessary to determine the ability of the Proposer to perform the Cleaning Services, and the Proposer shall furnish all such information and data for this purpose as the Township may request. The Township reserves the right to reject any proposal if the evidence submitted by, or investigation of such Proposer, fails to satisfy the Township that such Proposer is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

13. Proposal Amount

The Proposal Amounts set forth on the Proposal Form submitted by Proposer shall include all applicable prices, materials, equipment, cleaning supplies, travel, labor, permits, licenses, insurance and bond costs, and all other fees, expenses, costs, profits and overhead of Proposer to complete the Cleaning Services in strict compliance with the Contract Documents.

14. Criminal Background Checks

All persons performing cleaning and/or other services on behalf of the successful Proposer at any of the Project Sites shall be subject to criminal background checks as more fully described in the Cleaning Services Agreement, and said Proposer shall be responsible for obtaining waivers and consent forms from said persons and such other information and documentation necessary for said background checks.



**EXHIBIT C**

**CRIMINAL BACKGROUND CHECK  
WAIVER AND RELEASE OF ALL CLAIMS FORM**

*Please read this form carefully and be aware that by agreeing to allow Hanover Township to investigate your criminal background, you will be waiving and releasing all claims for damages you might sustain out of the criminal background check and review.*

I, EWA GUZIOLEK, hereby authorize Hanover Township (the "Township") to conduct a criminal background investigation of the undersigned and authorize it to receive reports from law enforcement agencies and/or Clerks of Courts, including without limitation, a criminal history check from the Illinois State Police, Police Information Management Systems and/or the FBI (collectively, "Law Enforcement Agencies").

I further authorize the Township to disclose any such criminal background information to Perfect Cleaning Service, Inc. for whom I am providing or have offered to provide services relative to Hanover Township's Janitorial Services Agreement with Perfect Cleaning Service, Inc. ("Cleaning Services") and to use said information to deny the undersigned permission to perform said Cleaning Services, pursuant to said Agreement.

I agree to waive and relinquish all claims I may have against the Township and its officials, officers, agents, volunteers, and employees, as a result of participating in the criminal background check.

I do hereby fully release and discharge the Township, its officials, officers, agents, volunteers, and employees from any and all claims from damages which I may have or which may accrue to me on account of the results of any aspect of the criminal background check and/or from relying on, utilizing and/or releasing any reports and/or other information provided by any Law Enforcement Agencies.

I have read and fully understand this Waiver and Release of All Claims.

Ewa Guziolka

Signature

6-9-08

Date

EWA GUZIOLEK

Printed Name

6-20-75

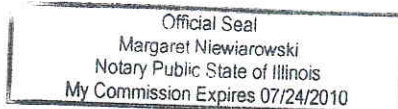
Date of Birth

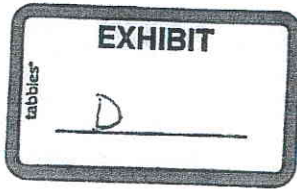
Signed and sworn before me

this 10 day of JUNE, 2008

Margaret Niewiarowski

Notary Public





ATTACHMENT I

DISQUALIFYING CRIMINAL OFFENSES OF PUBLIC ACT 91-0598

720 ILCS 5/ - Criminal Code of 1961:

- 8-1.1 Solicitation of murder
- 8-1.2 Solicitation of murder for hire
- 9-1.0 First degree murder
- 9-1.2 Intentional homicide of an unborn child
- 9-2.0 Second degree murder
- 9-2.1 Voluntary manslaughter of an unborn child
- 9-3.0 Involuntary manslaughter and reckless homicide
- 9-3.1 Concealment of homicidal death
- 9-3.2 Involuntary manslaughter and reckless homicide of an unborn child
- 9-3.3 Drug induced homicide
- 10-1.0 Kidnapping
- 10-2.0 Aggravated kidnapping
- 10-3.0 Unlawful restraint
- 10-3.1 Aggravated unlawful restraint
- 10-4.0 Forcible detention
- 10-5.0 Child abduction
- 10-7.0 Aiding and abetting child abduction
- 11-6.0 Indecent solicitation of a child
- 11-9.1 Sexual exploitation of a child
- 11-19.2 Exploitation of a child
- 11-20.1 Child pornography
- 12-1.0 Assault
- 12-2.0 Aggravated assault
- 12-3.0 Battery
- 12-3.1 Battery of an unborn child
- 12-3.2 Domestic battery
- 12-4.0 Aggravated battery
- 12-4.1 Illicitious battery
- 12-4.2 Aggravated battery with a firearm
- 12-4.3 Aggravated battery of a child
- 12-4.4 Aggravated battery of an unborn child
- 12-4.5 Tampering with food, drugs, and cosmetics
- 12-4.6 Aggravated battery of a senior citizen
- 12-4.7 Drug induced inflection of great bodily harm
- 12-7.4 Aggravated stalking
- 12-11.0 Home invasion
- 12-13.0 Criminal sexual assault
- 12-14.0 Aggravated criminal sexual assault
- 12-14.1 Predatory criminal sexual assault of a child

Suburban Area Agency on Aging's Criminal Background Policy - Attachment I

Page 2

12-15.0	Criminal sexual abuse
12-16.0	Aggravated criminal sexual abuse
12-19.0	Abuse and gross neglect of a long term care facility resident
12-21.0	Criminal neglect of an elderly or disabled person
12-21.6	Endangering the life or health of a child
12-32.0	Ritual mutilation
12-33.0	Ritualized abuse of a child
16-1.0	Theft
16-1.3	Financial exploitation of an elderly or disabled person
16A-3	Retail theft
17-3.0	Forgery
18-1.0	Robbery
18-2.0	Armed robbery
18-3.0	Vehicular hijacking
18-4.0	Aggravated vehicular hijacking
18-5.0	Aggravated robbery
19-1.0	Burglary
19-3.0	Residential burglary
19-4.0	Criminal trespass to residence
20-1.0	Arson
20-1.1	Aggravated arson
24-1.0	Unlawful use of weapons
24-1.2	Aggravated discharge of a firearm
24-1.5	Reckless discharge of a firearm
33A-2.0	Armed violence

720 ILCS 550/5 - Cannabis Control Act:

5.0	Manufacture or delivery of cannabis
5.1	Cannabis trafficking
5.2	Delivery of cannabis on school grounds
7.0	Persons under 18 years of age - delivery of cannabis to individuals under 18 by those 18 and over
9.0	Calculated criminal cannabis conspiracy

720 ILCS 570/401 - Illinois Controlled Substance Act:

401.0	Manufacture or delivery unauthorized by the Act (unlawful to manufacture or deliver, or possess with intent to manufacture or deliver, a controlled or counterfeit substance or controlled substance analog)
401.1	Controlled substance trafficking
404.0	Look-alike substances - manufacture, distribution, advertisement or possession
405.0	Calculated criminal drug conspiracy
405.1	Criminal drug conspiracy

- 407.0 Delivery of controlled, counterfeit or look-alike substances; persons under 18; truck stops or safety rest areas; school property; places of religious worship
- 407.1 Persons 18 or older using, engaging or employing persons under 18 to deliver, controlled, counterfeit or look-alike substances

720 ILCS 150/4 - Wrongs to Children Act; or

720 ILCS 115/53 - Criminal Jurisprudence Act (Cruelty to Children)

**DISQUALIFYING CRIMINAL OFFENSES OF PUBLIC ACT 93-0224  
Effective January 1, 2004**

720 ILCS 5/ - Criminal Code of 1961:

- 12-3.3 Aggravated domestic battery
- 12-4.2-5 Aggravated battery with a machine gun or firearm with a silencer
- 16-2 Theft of lost or mislaid property
- 16G-15 Financial identity theft
- 16G-20 Aggravated financial identity theft
- 18-5 Aggravated robbery
- 20-1.2 Residential arson
- 24-1.1 Unlawful use or possession of weapons by felons
- 24-1.2-5 Aggravated discharge of a machine gun or firearm with a silencer
- 24-1.6 Aggravated unlawful use of a weapon
- 24-3.2 Unlawful discharge of firearm projectiles
- 24-3.3 Unlawful sale or delivery of firearms on the premises of any school

720 ILCS 250/ - Credit Card & Debit Card Act:

- Section 4 Receiving stolen credit cards or debit cards
- Section 5 Receiving a credit or debit card with intent to use, sell or transfer
- Section 6 Selling or buying a credit card
- Section 8 Using a credit or debit card with the intent to defraud
- Section 17.02 Fraudulent use of electronic transmission

720 ILCS 150/ - Wrongs to Children Act:

- Section 5.1 Permission of an act of criminal sexual abuse or criminal sexual assault on a child by the child's parent or guardian

225 ILCS 65/ - Nursing and Advanced Practice Nursing Act:

- Section 10-5 Practice of nursing without a license