

Intent to Bid # 2122-001



The following is sought:

Custodial Contract Services for The Urbana Free Library. An interested Respondent can submit a bid for custodial services for a two one-year periods with two additional option years.

**Requesting: The Urbana Free Library
Contact Person: Mike Hannan, Facilities Manager
Address: 210 West Green Street
Telephone No.: (217) 531-7080 or (217) 531-7050
E-Mail Address: mhannan@urbanafree.org**

Date of Request Posted on Library's website: 9/30/2021

Date Published in News-Gazette: 10/2/2021

The original Bid MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Pre-Bid Meeting Date: 10/6/2021 Time: 9:45 A.M. Central Time

Site Inspection Date 10/6/2021 Time: immediately after Pre-Bid Meeting.

Bid Submission Date: 10/22/2021 Time: 2:00 P.M. Central Time

Allowable Means for Transmitting Bids: hardcopy or email via administration@urbanafree.org

Public Bid Opening Date: 10/22/2021 Time: 2:10 P.M. Central Time

Location for above: Administrative Office, The Urbana Free Library, 210 W. Green St., Urbana, IL 61801.

All Bids submitted in response to this Request shall be irrevocable for a period of 90 days after the Bid submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the Bid if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

BID DOCUMENTS ARE AVAILABLE, M-F 9:00 am-5:00 pm, at the Main Circulation Desk on the first floor of The Urbana Free Library, 210 West Green Street, Urbana, Illinois, and online at <https://urbanafreelibrary.org/advertisement-bids-0> and [https://urbanaininois.us/UFL Solicitation 2122-001](https://urbanaininois.us/UFL_Solicitation_2122-001).

The Urbana Free Library reserves the right to waive technicalities or to accept or reject any Bid or combination of Bids based upon the Library's determination of its best interest.

1. DEFINITIONS:

“Library” shall mean The Urbana Free Library of Urbana, Illinois.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the Library, becomes legally binding and enforceable on the Library and the Successful Vendor. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Project” shall mean the combination of goods and services, labor and materials or other work that the Library seeks to have performed and completed as described in this Request.

“Proposal” shall mean any response to this Request that is submitted to the Library, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the Library seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the Library to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the Library.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SPECIFICATIONS:

See EXHIBIT A – SPECIFICATIONS appended hereto and made a part hereof.

3. RESPONDENT QUESTIONS:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the contact person identified on Page 1 of the Request at least five (5) business days prior to the deadline for submission of Proposals. Answers will be provided in an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Requester (see Section 3.4)

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term

contained in this Request, the Respondent shall notify the Library at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. The Library will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Library if the information is deemed necessary by the Library for submitting Proposals. The Library will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the Library deems it appropriate to issue one or more addenda to this Request, the Library shall send such addenda to all Respondents that have indicated to the Library an interest in submitting a Proposal in response to this Request by returning or by notifying the Contact Person in writing (by email or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the Library. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the Library.

3.5. Contacting Library Staff: Respondents are prohibited from contacting the Library staff regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

3.6. Pre-Proposal Submission Conference: The Library will convene a optional pre-Proposal submission conference at the location appearing on Page 1 of this Request.

3.7. Pre-Proposal Submission Site Visit: The Library will conduct a optional pre-Proposal submission site inspection at all locations related to this Request. The pre-Proposal submission site inspection will commence at the location appearing on Page 1 of this Request. Any prospective Respondent that wishes to make one or more additional inspections of the sites where custodial services shall be rendered should contact the contact person identified on Page 1 of this Invitation To Bid.

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

See EXHIBIT B – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

5. PROPOSAL EVALUATION CRITERIA:

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until ninety (90) days after the proposal submission due date.

6.2. Rejection of Proposals: If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

6.3. Price: It is the Library's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price. However, the Library may award the Contract,

if any award is to be made, based on the other criteria provided in the Evaluation Criteria included in Exhibit C.

6.4. Proposal Bond/Security:

6.4.1. Acceptable Bond/Security: Each Proposal shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or proposal bond issued by a licensed surety equal to ten percent (10%) of the total value of the Proposal to serve as a Proposal bond. Any check submitted to secure the Proposal must be made payable to the "The Urbana Free Library" with the Request number included in the memo part of the check. All security tendered shall be held by the Library's Administrative Offices until a Successful Vendor has been selected and Contract documents have been signed or until it is determined that such security shall be returned to the respective Vendors.

6.4.2. Return of Bond/Security:

6.4.2.1. To all but the Successful Respondent, upon execution of a Contract between the Successful Respondent and the Library.

6.4.2.2. To all Respondents upon the Library's rejection of all Proposals or termination of the solicitation process without executing any Contract.

6.4.2.3. To each Respondent that withdraws his/her Proposal prior to the Proposal public opening date or Proposal submission date specified on Page 1 of this Request, whichever date is later.

In all other instances, the Library shall retain the aforesaid security tendered by the Respondents. Further, if the Successful Respondent fails to submit any additional documents in the form and within the date and time requested by the Library following selection as the Successful Respondent, or fails to execute a Contract to which the Successful Respondent agreed, the Library shall retain the Proposal bond/security, not as a penalty, but as liquidated damages. By submission of a Proposal, a Respondent acknowledges the impracticability of calculating the actual damages which would be suffered by the Library for the Respondent's failure to comply with the Request and agrees that the sum posted is reasonable.

7. CUSTOMER/CLIENT SERVICE:

The Library expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the Library.

8. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL.

EXHIBIT A

SECTION 2 – SPECIFICATIONS

2.1. Respondents may submit a bid to perform custodial services.

2.2. To the extent a Respondent seeks to substitute a specific specification for one provided in Exhibit A, such substitute must be of equal or greater quality than the specification for which the substitution is being proposed.

2.3. The Successful Respondent shall provide all staffing, supplies, material, and equipment to undertake, perform and complete the services described in these Specifications in a manner acceptable to the Library.

2.4. Staffing:

2.4.1. Custodial Services: The Successful Respondent shall be ready, willing and able to deploy and will allocate and deploy a sufficient number of employees who are fully trained and who have at least two (2) years providing commercial custodial services.

2.4.2. Responsibility: The Successful Respondent shall be fully responsible for the timeliness and quality of all custodial service to be performed and performed for the Library.

2.5. General Custodial Services to Be Performed: The Successful Respondent shall be responsible for performing the following custodial services in a timely and in a high-quality manner:

2.5.1. Carpet Spot Cleaning: Smudges, marks, and/or spots shall have been removed without causing unsightly discoloration in the carpets throughout the Library.

2.5.2. Cleaning Food Preparation Surfaces: All eating and food preparation surfaces shall be wiped with warm, soapy water to remove all spills, food, wipe streaks, and other substances, which appear on these surfaces. The interior of the microwave ovens shall be wiped with warm, soapy water to clean spills and caked-on food material from the microwave ovens.

2.5.3. Cleaning Appliances: Dust, surface film, and dirt shall be removed from the exterior of all appliances and vending machines.

2.5.4. Cleaning Drinking Fountains: The porcelain, metal and stainless steel surfaces of all drinking fountains shall be clean and bright, and they shall be free of dust, spots, stains, and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, and such other materials as may be present and nozzles free from encrustation. Disinfectant cleaner shall be used on all stainless steel surfaces.

2.5.5. Cleaning Library Furniture: Office furniture including tables shall be free of dust, dirt, and surface film. File tops shall be free of dust, surface film, and dirt. Desktops shall NOT be disturbed. Papers shall NOT be removed from desks in offices or the Board of Trustees' meeting

room/Lewis Auditorium. Personal computers, phones, terminals, printers and keyboards shall NOT be touched by the Successful Respondent and/or its work crew.

2.5.6. Cleaning Recycling Containers: Recycling containers shall be free of dust, debris, and residue.

2.5.7. Cleaning Thresholds: Thresholds shall be clean and free of oil, grease, dirt and grime.

2.5.8. Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris, and residue. Liners shall be replaced when torn or when used to dispose of substances which might adhere to the liners.

2.5.9. Cleaning Wood Panels: Wooden panels shall be free of dirt, dust, streaks, and spots.

2.5.10. Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

2.5.11. Damp Wiping: All dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.

2.5.12. Damp Wiping (Mirrors): Mirrors shall be clean and free of dirt, dust, streaks, and spots.

2.5.13. Damp Wiping (Window Sills): All dirt, dust, spots, streaks, and smudges shall be removed from all window sills.

2.5.14. Dusting: Railings, ledges, grilles, fire apparatus, doors, and radiators shall be dust-free. Available horizontal surfaces shall be free of obvious dust.

2.5.15. Dusting (Venetian Blinds): Both sides of venetian blind slats shall be free of dust.

2.5.16. Finishing: Doors, walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

2.5.17. High Cleaning: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

2.5.18. Metal Polishing: Metal surfaces shall be free of smears, stains, and finger marks. They shall be clean and bright and polished to a uniform luster. Bright metal surfaces shall have a polished and lustrous appearance.

2.5.19. Polishing: Kick plates, push plates and push bars shall have a polished and lustrous appearance.

2.5.20. Porcelain Cleaning: Porcelain fixtures (washbasins, urinals, toilets, etc.) shall be kept clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture. Disinfectant cleaner will be used on all surfaces.

2.5.21. Recycled Material Collection: Recycling containers shall not be emptied into trash containers, but shall be emptied into receptacles expressly designated for each specific recycled material.

2.5.22. Servicing: All supply dispensers shall be filled. Waste receptacles shall be emptied and sanitary napkin receptacles emptied, cleaned, and disinfected, and new bags inserted. Additional supplies shall be made available in the event that dispensers need to be restocked during regular hours of operation for the Library.

2.5.23. Solid Waste Collection: All solid wastes generated in the building, including that which is found in waste cans, shall be collected and removed to storage areas designated for trash by the representative of the Library.

2.5.24. Spot Cleaning: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

2.5.25. Spot Cleaning (Windows/Glass): Windows and other glass surfaces shall be cleaned to remove all dirt, smudges, marks or spots.

2.5.26. Steam-Clean Carpet: Carpets shall be thoroughly cleaned to remove all dirt, stains, spots, etc. Carpets shall be cleaned so that all evidence of high-traffic areas is not noticeable. Carpets shall be cleaned at times which will allow the carpets to dry completely before Library employees occupy the work area.

2.5.27. Stripping and Waxing Floors: All wax shall be removed from the floors. After wax is reapplied, floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

2.5.28. Sweeping, Dust Mopping, Wet Mopping, or Scrubbing: Floors, steps, risers and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

2.5.29. Sweeping or Dust Mopping: All areas shall be clean and free of trash, debris, and foreign matter. No dirt shall be left in corners, crevices, or where sweepings were picked up.

2.5.30. Sweeping or Vacuuming Stairways: Landings and treads shall be free of loose dirt, dust, streaks, gum, or other foreign substance.

2.5.31. Thorough Dusting: There shall be no dust streaks left on surfaces. Corners, crevices, moldings, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. When inspected by a flashlight, there shall be few traces of dust on any surface.

2.5.32. Thorough High Cleaning: All dust, dirt, spider webs, and other foreign matter shall be removed from all high ceilings, stairways, and other areas where they might accumulate.

2.5.33. Thorough Sweeping and Dust Mopping: All areas shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators, under furniture, behind doors, or where sweepings were picked up.

2.5.34. Thorough Vacuuming: Carpets, including corners, shall be clean and free from dust balls, dirt, and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

2.5.35. Trash Collection: All areas inside and outside the Library shall be free of all paper, trash, empty bottles, and any other discarded material. All trash cans shall be emptied, including trash can liners, and new liners shall be inserted.

2.5.36. Vacuuming: All carpet surfaces shall be free of obvious dirt, dust and other debris, including those areas under furniture and behind doors.

2.5.37. Wall Washing: Wall (only designated walls with washable paint) washing shall remove all soils, grease, and film. It can be done by hand or with a wall washing machine. Washroom walls shall be washed with a disinfectant cleaner.

2.5.38. Washing (Venetian Blinds): Both sides of venetian blind slats shall be clean and free of dust and water spots. Cords and tapes shall be clean.

2.5.39. Waxing and Buffing: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

2.5.40. Window Washing: Windows shall be free from all dirt, smudges, marks, or spots. They shall be clean with no obstruction to the visibility due to improper cleaning.

2.5.41. Wood Panel Polishing: Wood panels shall be free from all dirt, smudges, streaks, marks, or spots. The finished area shall have a uniform luster.

Whenever it is stated that certain areas are to be scrubbed, unless the scrubbing is otherwise described, it is intended that it be performed by machine or by hand with a brush in such a manner that the surface being scrubbed is not degraded or otherwise permanently marred or otherwise damaged.

The Successful Respondent shall use first-quality cleaners, waxes, chemicals, strippers, deodorizers, disinfectants, etc., in accordance with accepted industry standards to prevent damage to surfaces as a result of improper methods of cleaning.

2.6. Frequency of Custodial Services to Be Performed: The Successful Respondent shall provide all personnel, equipment, supplies, and material, unless otherwise expressly stated in this Request, to perform the following work and tasks in such frequency as specified below:

2.6.1. Daily Tasks to Be Performed: The Successful Respondent shall perform the following services on a daily basis:

2.6.1.1. Collect all trash and recycling inside the Library and place in outside dumpsters and/or recycle bins.

2.6.1.2. Collect all trash and recycling outside the Library and place in outside dumpsters and/or recycle bins.

2.6.1.3. Collect all trash and recycling from the Friends sorting room and place in outside dumpsters and/or recycle bins.

2.6.1.4. All wastebaskets shall have plastic liners supplied by the Library.

2.6.1.5. Check Friends sorting room cart. Take book sale boxes to the appropriate storage area.

2.6.1.6. Clean and polish all mirrors and glass surfaces.

2.6.1.7. Clean all nickel and chrome hardware.

2.6.1.8. Clean and disinfect all basins and all other fixtures.

2.6.1.9. Clean and disinfect water fountains.

2.6.1.10. Clean/dust/disinfect all window ledges.

2.6.1.11. Clean and disinfect countertops and tables in staff break room.

2.6.1.12. Clean and disinfect countertops and prep surfaces in the Cafe and Cafe preparation room. If the Cafe is not open, clean and disinfect weekly.

2.6.1.13. Clean and disinfect all table surfaces in public areas and meeting rooms.

2.6.1.14. Clean/dust/disinfect service desk (children's area, circulation desk, second floor reference desk, and Archives service desk) including computer monitors.

2.6.1.15. Clean/dust/disinfect all public computer monitors.

2.6.1.16. Clean and disinfect all public and staff toilets, and urinals daily for the elimination of odors by chemical means.

2.6.1.17. Refill soap dispensers, toilet tissue dispensers, and paper towel dispensers with soap, toilet tissue, and paper towels.

2.6.1.18. Sanitary receptacles in women's toilets shall be cleaned and sanitized daily. Bags supplied by the Successful Respondent shall be inserted in these receptacles and

replaced daily. These containers shall be emptied daily, the bags folded securely, and disposed of.

2.6.1.19. All bathroom stall partitions are to be cleaned and disinfected daily.

2.6.1.20. Dust mop/vacuum/wet mop all hard floors (public restrooms, staff restrooms, upper and lower lobby, elevators, Cafe service area, Lewis Auditorium hallway, and Cafe prep room). If the Cafe is not open, then Café floors may be vacuumed and not mopped.

2.6.1.21. Vacuum all carpeted floors in public areas, including meeting rooms.

2.6.1.22. Vacuum carpet in administration outer office and staff break room.

2.6.1.23. Replace light bulbs as needed. Recycle light bulbs as needed.

2.6.1.24. Check for correct placement of furniture (refer to floor maps).

2.6.1.25. Monitor Library grounds for trash including in bushes, on sidewalks, Megan's Garden, entrances, public parking lot, between the Library and the Library Annex building at 209 W. Elm Street, the corner lot at 202 W. Green Street, and on Cherry Alley.

2.6.1.26. Spot-clean carpet for emergency spills/bodily fluids as needed/requested.

2.6.2. Weekly Tasks to Be Performed: The Successful Respondent shall perform the following services on a weekly basis:

2.6.2.1. Vacuum departmental offices.

2.6.2.2. Vacuum public seating (including the diner booths on second, first, and ground floors).

2.6.2.3. Dust and spot-clean blinds in the main building and at Library Annex.

2.6.2.4. Detail glass cleaning of first floor Reading Room, children's area ramp, second floor staircase glass wall, and upper lobby.

2.6.2.5. Vacuum internal staircase (non-public).

2.6.2.6. Remove and clean under the entrance walk-off mats.

2.6.2.7. Detail cleaning of four service desks (children's area, circulation desk, second floor reference desk, and Archives).

2.6.2.8. Sweep/vacuum/mop all storage rooms and closets.

2.6.2.9. Wash/wipe down elevator walls and light fixtures.

2.6.2.10. Dust and polish furnishings throughout the building as needed.

2.6.2.11. Detail cleaning of the microwave in staff break room.

2.6.2.12. Check outside drains and clean as needed (porch, Cherry Alley, ramp, and Library Annex).

2.6.2.13. Vacuum Library Annex carpet, clear leaves from north and south entries, clean working bathroom.

2.6.2.14. Empty trash in Library Annex.

2.6.2.15. Scrub tile at Cafe service area. If the Cafe is not open, scrub monthly.

2.6.3. Monthly Tasks to Be Performed: The Successful Respondent shall perform the following services on a monthly basis and during the first half of each month:

2.6.3.1. Scrub tile in upper/lower lobby, tile on stairs, and public/staff restrooms (twice per month).

2.6.3.2. Scrub tile in Lewis Auditorium hall.

2.6.3.3. Dust/clean/polish wood surfaces in public and staff areas.

2.6.3.4. Vacuum intake vents for HVAC.

2.6.3.5. Clean/vacuum/disinfect vents on water fountains.

2.6.3.6. Clean/vacuum/disinfect vents on the wall-mounted heaters at entrances.

2.6.3.7. Spot-clean refrigerators (Lewis Auditorium, Cafe cooler, Cafe backroom refrigerator, and staff room). If the Cafe is not open, spot-clean monthly.

2.6.3.8. Dust and vacuum frames of windows for cobwebs.

2.6.3.9. Check roof drains for blockage and clean as needed (Library and Library Annex).

2.6.3.10. Mop floor in Friends sorting room, Graphics Services office, ground floor children's back hallway, and ground floor loading dock at the base of staff stairwell.

2.6.3.11. Weather permitting, hose off Race Street porch and Green Street entrance monthly.

2.6.3.12. Shampoo carpet in Lewis Auditorium and Megan's Reading Room.

2.6.4. Tasks to Be Performed Quarterly: The Successful Respondent shall perform the following services on a calendar quarterly basis and during the last month of the calendar quarter:

2.6.4.2. Clean/sanitize Lewis Auditorium chairs and tables.

2.6.4.3. Clean grout in public and staff restrooms.

2.6.4.4. Dust/clean strip lights on all floors.

2.6.4.5. Scrape gum from the bottom of furnishings.

2.6.4.6. Clean refrigerator in the staff room and Lewis Auditorium.

2.6.4.7. Scrub/wax floor in Cafe prep room if the Café is open. If the Cafe is not open, scrub/wax monthly.

2.6.4.8. Shampoo carpet in ground floor hallway and staircase.

2.6.4.9. Shampoo carpet on the second floor (computer lab, hallway, and in the stacks).

2.6.4.10. Shampoo carpet on the first floor (hallway, reading rooms, and stacks).

2.6.4.11. Shampoo carpet in children's area; public areas (including stacks).

2.6.4.12. Shampoo carpet in the staff room.

2.6.4.13. Shampoo public area carpet in Archives.

2.6.4.14. Clean the inside of all windows.

2.6.4.15. Rejuvenate wood surfaces with furniture oil or similar restoration product.

2.6.5. Tasks to Be Performed Annually: The Successful Respondent shall perform the following services on an annual basis with the dates of such service to be arranged by the Successful Respondent and the Library's Facilities Manager or authorized representative.

2.6.5.1. Shampoo Administration outer office carpet.

2.6.5.2. Shampoo carpet in staff private offices (two in children's area; two in administration office; two in Circulation Services; one in Adult Services; two in Archives).

2.6.5.3. Shampoo carpet in Acquisitions Services (springtime after the snow stops).

2.6.5.4. Shampoo carpet in internal staircase (non-public).

2.6.7. Supplies and Equipment to be provided by Successful Respondent: The Successful Respondent shall provide the following equipment, supplies and materials on an as-needed basis in such quantities in order to perform the work and tasks provided in this Request:

2.6.7.1. Liquid soaps and hand cleaners using existing dispensers.

2.6.7.2. Deodorant blocks for urinals and toilets.

2.6.7.3. Disinfectants.

2.6.7.4. Cleaning cloths.

2.6.7.5. Glass cleaner.

2.6.7.6. Ceramic tile cleaner.

2.6.7.7. Floor stripper.

2.6.7.8. Floor wax.

2.6.7.9. Floor soap.

2.6.7.10. Bowl, urinal, and washbasin cleansers.

2.6.7.11. Polishes.

2.6.7.12. Mops and brooms.

2.6.7.13. Vacuum cleaner.

2.6.8. Supplies and Equipment Provided by The Library: The Library shall provide, at its expense, the following supplies and equipment for the Successful Respondent's use in performing the tasks and work described in this Request:

2.6.8.1. All paper products.

2.6.8.2. Plastic liners for wastebaskets.

2.6.8.3. Refuse bags.

2.6.8.4. Replacement light bulbs.

2.6.8.5. Ladders.

2.6.9. Change of Dispensers: The Successful Respondent may change the style of a given dispenser found on Library property and all such changes shall be solely at the Successful

Respondent's cost and expense and with the written approval of the Library's Facilities Manager or authorized representative.

2.6.10. Times When Services and Tasks Will Be Performed: The Successful Respondent will perform all work and tasks provided for in this Request seven days per week. All work will be performed during those hours when the Library is not open to the public (currently 9:00 AM to 9:00 PM, Monday-Thursday; 9:00 AM to 6:00 PM, Friday-Saturday; 1:00 to 5:00 PM, Sunday). If the Successful Respondent will perform work or undertake tasks on days which have been designated as national holidays or holidays by The Library, the Successful Respondent shall make arrangements with the Library's Facilities Manager or authorized representative at least two (2) weeks in advance of the date when such services or tasks are sought to be performed.

2.6.11. The Successful Respondent shall furnish the Library with an estimated time schedule for setting up, order of procedure, and time allowed for the work. Successful Respondent and subcontractors shall make every effort to complete the work regularly and diligently, to adhere to these schedules, and to cause no delays to each other. Should a subcontractor fail to maintain progress according to approved schedule, or cause delay to another subcontractor, they shall furnish, at their own expense, such additional labor and/or services as may be necessary to bring the operation up to schedule.

2.7. Use of Environmentally Safe Products:

2.7.1. Alternative Proposals: Respondents shall provide alternative Proposals with pricing to use Green Seal Certified supplies for all applicable product types. Respondents shall furnish product data with their Proposals for verification purposes.

2.7.2. Safety Data Sheets: Respondents will be required to maintain Safety Data Sheets for any materials used in the performance of this contract in a location accessible to all employees and furnish them to the Facilities Manager prior to bringing the materials on site.

2.7.3. Use of Commercial Grade Products: Respondents will be required to use only commercial grade products. Respondents shall specify the products that, if selected as the Successful Respondent, will be used in connection with the work and tasks to be performed pursuant to this Request. Failure to state what products will be used may be grounds for disqualifying a Respondent's Response.

2.8. Other Responsibilities of Successful Respondent: The Successful Respondent shall:

2.8.1. Close and lock windows, lock rooms in areas after cleaning, shut off lights, secure all external doors, and activate the Library's security system.

2.8.2. Provide adequate supervision. Unless otherwise specified, at least one supervisor shall be on duty full time when work or tasks are being performed at the Library.

2.8.3. Provide capable, qualified, and thoroughly trained personnel to do the work assigned to them. All personnel shall have at least two (2) years of experience in performing the work and/or tasks assigned them to perform at the Library.

2.8.4. Provide employees who are physically able to do their assigned work. Nothing herein shall be deemed or construed as prohibiting the Successful Respondent from providing employees with disabilities so long as the Successful Respondent has made reasonable accommodations such that those employees are able to perform the work and/or tasks assigned to them.

2.8.5. Ensure that employees observe the Library's Rules of Behavior Policy in the building or on the job site and to comply with all instructions issued by the Library's Facilities Manager or authorized representative.

2.8.6. Remove from the work crew assigned to undertake and perform work and/or tasks at the Library any employee that the Library's Facilities Manager or authorized representative deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment is deemed to be contrary to the public interest or inconsistent with the best interest of security and safety.

2.8.7. Prohibit employees from disturbing papers on desks, opening desk or file drawers, using telephone, office, or other equipment, including but not necessarily limited to computers, printers, scanners, and/or copiers, which is provided for the Library's use only.

2.8.8. Provide a local responsible supervisor with telephone who can be contacted 24 hours a day, 7 days a week for immediate response to a concern and who can be on-site within 30 minutes.

2.8.9. Be responsible for any and all damage done to or theft of any Library property by any employee of the Successful Respondent. The Successful Respondent shall also be responsible that all articles found by its employees are turned in at a place designated by the Library's Facilities Manager.

2.8.10. Meet two times per month with the Library's Facilities Manager to discuss all services, work and/or tasks performed by the Successful Respondent and other matters related to the Contract between the Library and the Successful Respondent. The Successful Respondent shall bring to the attention of the Library's Facilities Manager any and all changes in procedures and operations that may be necessary and of mutual advantage. No change will be permitted in any of the Contract Specifications or Conditions unless the Parties to the Contract agree in writing.

2.8.11. Furnish all supplies, materials, equipment, labor, and supervision to satisfy the requirements of this Contract. All supplies and materials used to meet the specifications must be maintained in good, safe mechanical order with standby equipment available in the event of a breakdown. The Library reserves the right of approval on all supplies.

2.8.12. Submit forms, daily or other periodic basis, work reports, progress reports, etc., that the Library may reasonably request concerning the services and tasks performed by the Successful Respondent.

2.9. Work Rules for Successful Respondent's Work Crew: The Successful Respondent will be required to assure that all employees assigned to undertake and perform work or tasks at the Library, when performing or completing such work or tasks on the Library's premises, as the case may be, shall:

2.9.1. Wear uniforms that identify them as working for the Successful Respondent.

2.9.2. Wear a Photo I.D. tag or badge that bears their name and the name of the Successful Respondent.

2.9.3. Refrain from allowing visitors to accompany such employees while on any of the Library's premises or who are not otherwise authorized to be on any Library premises.

2.9.4. Complete all work and tasks on an area by area basis. When work or tasks are completed in one area, lights shall be turned off except those designated by the Library for security.

2.9.5. Assure that all windows and doors are checked upon completion of work to ensure that they are properly secured.

2.9.6. Report any and all damage done to or missing equipment or unusual security problems, or other abnormal conditions immediately to the Library's Facilities Manager or authorized representative.

2.9.7. Report any and all damage to the interior and/or exterior of the Library's building to the Library's Facilities Manager or authorized representative.

2.9.8. Promptly repair, at the Successful Respondent's cost, any damage done to any Library property, furnishing, fixture, and/or equipment that is caused by any of the Successful Respondent's employees.

2.9.9. Turn in to a location designated by the Library's Facilities Manager any and all lost and found articles as the Successful Respondent's employees may find or otherwise discover during the performance of their work or tasks.

2.9.10. Refrain from smoking while on any Library property and while in any Library building.

2.10. Security Requirements: The Successful Respondent will be subject to the following security requirements:

2.10.1. The Successful Respondent's employees shall be subject to such security clearance as the Library shall require.

2.10.2. The Successful Respondent shall assure that any employee assigned to perform work or undertake tasks on Library premises shall comply with any and all of the Library's security requirements. Such compliance will include learning all security features necessary to enter and/or exit any Library building. Failure to comply with this provision will result in the Successful Respondent being responsible for any cost due to false alarms directly attributable to any

employee of the Successful Respondent. The Library will have the authority to deduct any such charges from moneys due and owing to the Successful Respondent.

2.10.3. The Successful Respondent will be required to assure that all of its employees wear a photo badge identification which bears a current photo of the respective employee and that employee's name at all times when on Library premises.

2.10.4. The Successful Respondent will be required to provide an estimated work schedule and background information for those employees and supervisors as may be required by the Library and such information, if requested, shall be provided within five (5) business days following the selection of the Successful Respondent. Failure to provide such information within such timeframe shall be grounds for revoking the award of Contract to the Successful Respondent.

2.10.5. Employees of the Successful Respondent will have been carefully interviewed, screened, and references checked by the Successful Respondent. Such employees will be required to be bonded by an insuring agent in the amount of \$20,000, and verification must be submitted within five (5) business days from the date the Contract is awarded to the Successful Respondent. Failure to provide such information shall be grounds for revoking the award of Contract to the Successful Respondent.

2.10.6. All of the Successful Respondent's employees who will be assigned to work or perform tasks for the Library on any of the Library's premises will be required to undergo a security check prior to having access to any Library facility.

2.10.7. The Successful Respondent's employees will not be allowed access to any Library facility without prior notice to and approval by the Library's Facilities Manager or authorized representative.

2.11. Insurance Requirements: The Successful Respondent will be required to furnish one or more Certificates of Insurance that name the Library as an additional insured that provide the coverages in the amounts listed below. All insurance coverage reflected on the one or more Certificates of Insurance shall remain in full force and effect throughout the duration of the Contract and any extensions thereof, if any.

2.11.1. Worker's Compensation

- Basic policy including occupational disease--statutory limits.
- Employer's liability: at least \$100,000/per person per accident and at least \$500,000 each accident.
- Successful Respondents having offices or places of hire outside the State of Illinois shall attach or otherwise show an "all states" endorsement.

2.11.2. Comprehensive General Liability: Minimum limits

Bodily Injury: \$1,000,000/each occurrence; \$1,000,000/aggregate

Property Damage: \$1,000,000/each occurrence; \$1,000,000/aggregate

Included Coverage:

- Premises and Operations
- Independent Contractors
- Products and Completed Operations (including coverage for defects in materials, products or equipment installed under the Contract which appear within one year after the date of substantial completion).
- Property Damage -- include Broad Form. Write on occurrence basis.
- Contractual Liability
- Bodily Injury -- include Personal Injury
- Property Damage -- remove "XC" exclusion
- Property Damage -- remove "U" exclusion

2.11.3. Comprehensive Automobile Liability: Minimum limits

Bodily Injury: \$1,000,000/each person

Property Damage: \$1,000,000/each occurrence

Included Coverage (may be in comprehensive form): Owned vehicles, non-owned vehicles, hired vehicles, property damage

Written on occurrence basis

2.11.4. Excess Liability

Umbrella form: Combined bodily injury and property damage minimum limits: \$1,000,000/each occurrence; \$1,000,000/aggregate

2.11.5. Surety Ratings: Insurance required shall be written with a company having at least an "A-10" rating as listed in Best Insurance Guide, latest edition.

2.11.6. Maintenance of the insurance by the shall in no way relieve the Successful Respondent from any responsibility or requirement to the Successful Respondent of any responsibility whatsoever. The Successful Respondent may carry, at their own expense, such additional insurance as is deemed necessary, providing such insurance does not prejudice or in any way interfere with the Library's rights of recovery under the Library's Builder's Risk Insurance.

2.12. Utilities and Storage: The Library shall provide adequate utilities, including electrical power, water, heating, and air conditioning to facilitate the Successful Respondent's performance of its work and tasks as agreed upon. Further, the Library will provide limited secure storage area(s) for the Successful Respondent's use. The Successful Respondent will be required to keep the storage space clean and have its cleaning supplies, materials and equipment properly stored as not to present a health, safety, or fire hazard.

2.13. Execution of Contract and Performance Bond: The Successful Respondent shall be required, within fifteen (15) days of awarding the work, to execute a Contract and provide a performance bond in an amount equal to one hundred (100) percent of the first two-years accepted Contract price and in such form as the Library approves. Attorneys-in-fact who sign Proposal bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney. In case of the

Successful Respondent's failure to execute a Contract and/or provide the performance bond in the appropriate amount and form, the Owner may at his/her option consider the Successful Respondent in default, in which case the Proposal bond that accompanied the Response shall become the property of the Library.

2.14. Response Form: Each Response shall be completed using the form (s) included herewith.

SECTION 3 - RESPONSE FORMS

**TO: THE URBANA FREE LIBRARY
210 West Green Street
Urbana, Illinois 61801**

**RE: CUSTODIAL SERVICES
CONTRACT**

1. The undersigned, having become familiar with the local conditions affecting the cost of the work and with the Invitation to Bid and all exhibits appended thereto (hereinafter, collectively referred to as the "Documents"), hereby proposes on behalf of the Respondent to provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in proper manner all of the work and tasks required in connection with the work and tasks described in the Documents, for the sum stated below offers to undertake, perform and complete the work and tasks described in the aforesaid as follows.

Custodial Services Contract -Years 1-2

\$ _____/month \$ _____/month with Green Seal products

Custodial Services Contract -Years 3-4

\$ _____/month \$ _____/month with Green Seal products

2. The undersigned, on behalf of the Respondent, indicates a single percentage for their overhead and profit to be added to the net extra job cost for changes in the work required to be performed by subcontractors should the Library approve of the use of any such subcontractor: _____%
3. The undersigned, on behalf of the Respondent, further declares that he/she is fully familiar with all conditions of all premises upon which the Respondent's work will be performed if selected as the Successful Respondent. The undersigned, on behalf of the Respondent, moreover declares that he/she is familiar with the work and tasks described in the Documents and that the Proposal or Proposals provided herein take into consideration and include all necessary personnel, equipment, supplies, and materials necessary to commence, undertake and complete the work and tasks described in the Documents for and on behalf of the Library.
4. The undersigned, on behalf of the Respondent, further understands and agrees that, if this Response is accepted, the Respondent is ready, willing and able to provide all personnel, equipment, supplies, and materials necessary to commence, undertake and complete all work and tasks described in the Documents and that such work and tasks will be undertaken and completed in a professional manner consistent with the work and task descriptions in the Documents, except for such equipment, supplies, and materials that are to be furnished by the Library.
5. The undersigned, on behalf of the Respondent, further agrees that if the Respondent is selected as the Successful Respondent, the Successful Respondent shall be required, within fifteen (15) days of

becoming the Successful Respondent, to enter into and execute a written Contract that contains the rights, responsibilities and obligations of the Successful Respondent and the Library as described in the Documents.

6. The undersigned, on behalf of the Respondent, further agrees that he/she and Respondent's surety will execute and present within fifteen (15) days of becoming the Successful Respondent a performance bond, satisfactory to and in the form prescribed by the Library in the sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.
7. The undersigned, on behalf of the Successful Respondent, further agrees to begin work not later than fifteen (15) days after the last party to the Contract executes the same or the Library's Board of Trustees approves the same, whichever is later, unless otherwise agreed to in writing by the parties to the Contract, and to complete the work in such manner and with sufficient materials, equipment, and personnel as will insure its completion within the time limits specified in the Contract, it being understood and agreed that the completion within the time limit is an essential part of the Contract. Such time for completion of work shall include final cleanup of premises.
8. The Respondent, if selected as the Successful Respondent, recognizes and agrees that it will be required to indemnify, hold harmless and defend the Library in such manner as the Documents provide.
9. The provisions of this Response apply to any subcontractor that the Respondent, if the Successful Respondent, may request the Library to approve and, if approved in writing by the Library, each such subcontractor will be obligated to commence, perform and complete all such work and/or tasks assigned to the subcontractor in the same manner, timeliness and quality as the Successful Respondent would be required to do.
10. Each Proposal shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or proposal bond issued by a licensed surety equal to ten percent (10%) of the total value of the Proposal to serve as a Proposal bond. Any check submitted to secure the Proposal must be made payable to the "The Urbana Free Library" with the Request number included in the memo part of the check. All security tendered shall be held by the Library's Administrative Offices until a Successful Vendor has been selected and Contract documents have been signed or until it is determined that such security shall be returned to the respective Vendors. The amount of the check or bond is:

_____ Dollars

[\$ _____]

If this Response is accepted and the undersigned shall fail to execute a Contract as required herein and provided in the Documents, it is hereby agreed that the amount of the check or draft, or Respondent's bond substituted in lieu thereof, shall become the property of the Library, and shall be considered as payment of damages due to delay and other causes suffered by the Library because of the failure of the Successful Respondent to execute the said Contract and performance bond; otherwise said check or draft or Respondent's bond substituted in lieu thereof shall be returned to the undersigned as provided in the Documents.

Attach PROPOSAL BOND, BANK CASHIER'S CHECK, or CERTIFIED CHECK.

In submitting this Response, the undersigned declares that the only person(s) or parties interested in the Response as principals are those named herein; and that the Response is made without collusion with any other person, firm, or corporation or any person appointed to the Library's Board of Trustees or any Library employee, whether paid or serving as a volunteer.

Further, in submitting this Response, the undersigned represents and warrants that he/she is duly authorized by the Respondent to submit this Response and that the same is being submitted in good faith.

FOR AN INDIVIDUAL RESPONDENT

BUSINESS ADDRESS:

AUTHORIZED SIGNATURE:

(SEAL)

Please Print "Authorized Signature" Below:

Business Phone: _____

Fax Number: _____

E-mail Address: _____

FOR A PARTNERSHIP RESPONDENT

FIRM ADDRESS:

AUTHORIZED SIGNATURE:

Please Print "Authorized Signature" Below

Title: _____

Business Phone: _____

Fax Number: _____

E-mail Address: _____

INSERT NAMES AND ADDRESSES OF ALL FIRM MEMBERS (Please Print Clearly):

FOR CORPORATION OR LIMITED LIABILITY COMPANY

BUSINESS ADDRESS:

AUTHORIZED SIGNATURE:

Please Print "Authorized Signature" Below:

Title: _____

Business Phone: _____

Fax Number: _____

E-mail Address: _____

EXHIBIT B

SECTION 4 - GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION

4.1. Due Date and Time: No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

4.1.1. Format: All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described in this Request.

4.1.2. Guaranteed Proposals: All Proposals must be guaranteed and the Library will not accept conditional or qualified Proposals unless provided otherwise in this Request.

4.1.3. Completion of Forms: All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing.

4.1.4. Authorization to Submit Proposal: A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

4.1.5. Acceptance/Rejection: The Library's decision to accept or reject any or all Proposals or portions thereof shall be final.

4.1.6. Clarification of Proposal: Subsequent to receipt of Proposals, the Library may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

4.2. Proposal Content and Format:

4.2.1. Respondent's Information: The Proposal must include:

4.2.1.1. Respondent's name, address, telephone number, e-mail address, and website (if any).

4.2.1.2. Respondent must also specify contact person and their name, address, telephone number, mobile number, and e-mail address.

4.2.2. Addressing Specifications (Exhibit A): Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the Library to understand what is proposed and an

explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the Library's Specification.

4.2.3. Pricing Information: The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the Library requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the City of Urbana limits.

All prices must be guaranteed for a period of ninety (90) days.

4.2.4. References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted.

4.2.5. Amendments to Request: In the event that the Library issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.2.6. Use of Subcontractors: Respondent will not be permitted to use subcontractors to perform any part of the services sought by the Library without the express written consent of the Library.

4.2.7. Qualifications: The Respondent should provide a summary of the qualifications of each person who the Respondent expects to perform the Services requested in the Request including education, licensure, certifications, and experience with similar work. In the event a Respondent desires to use one or more subcontractors to perform any part of the services sought by the Library, the Respondent must provide the Library with the same information as that which the Respondent is required to provide as herein stated.

4.3. Submitting Proposals:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service:

4.3.1.1. Submissions by Mail, Hand Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivery, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Bid name, title, and number; and Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.3.1.2 Proposal Submissions by Email: If a Proposal will be submitted by electronic mail (email), the Respondent shall send to the contact person listed on Page 1 of the Request for Proposal as a PDF attachment to an email – and the contact person will reply to confirm receipt. If the Respondent submits an email and does not receive a response within one (1) business day of the submission, it is the Respondent's responsibility to call the contact person to confirm receipt or arrange for alternate deliveries.

4.4. Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The Library shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the Library's receipt of Proposals.

4.5. Opening Proposals: Proposals will be opened publicly by the Library immediately after the required time and date of submission. The Library reserves the right to reject any or all bids, or any part thereof, or to waive any informalities in any bid, deemed to be for the best interests of the Library.

4.6. Accompanying Information: Each Response shall include the following:

4.6.1. A fully completed Response Form.

4.6.2. Proposed cleaning supplies with product data.

4.6.3. Equal Employment Opportunity (EEO) Workforce Statistics Form.

4.6.4. Vendor Representations and Additional Duties (VRAD) Form.

4.6.5. Acknowledgment of Addenda Form.

4.6.6. At least three (3) references from governmental or commercial entities where the Respondent was required to clean and/or maintain a building with at least 50,000 square

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

5.1. Public Opening of Proposals: The Library will conduct a public opening of the Proposals at the date, time and location specified on Page 1 of the Request. The public opening will include a reading of each Respondent's name and the respective aggregate prices which the Respondents submitted. No other contents of Respondents' Proposals will be disclosed at this time.

5.2. Treatment of Proposals: Until such time as the Library has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(1)(h) of the Freedom of Information Act. 5 ILCS 140/7(1)(h) governing "proposals and bids for any contract."

5.3. Evaluation Criteria: The Library will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria:

5.3.1. Completeness: Degree of completeness of the Proposal.

5.3.2. Compliance with/Deviations from Specifications: Degree of compliance with the Specifications included in Exhibit A. In the event any Specification is not complied with, the Library will consider the Respondent's proposed substitute and whether it is of equal or better quality than the particular Specification.

5.3.3. Price: The Library will consider the aggregate price and, if provided, component pricing included in each Proposal.

5.3.4. Other Criteria: In addition to the above, the Library may consider the following additional criteria:

5.3.4.1. The experience of the Respondent in performing the services requested in this Request.

5.3.4.2. To the extent the Library has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent's cooperation in resolving such problems or disputes to the satisfaction of the Library.

5.3.4.3. Completion and approval of the Respondent's EEO Workforce Statistics form.

5.3.4.4. The nature and coverage of the Respondent's guarantees and warranties.

5.3.4.5. References.

5.3.4.6. Approach to cleaning and maintenance procedures.

5.3.4.7. Professional licenses and certifications.

5.3.4.8. The degree to which the Respondent will be using environmentally safe cleaning materials and supplies.

5.4. Investigations: The Library may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the Library which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The Library reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Respondent, fails to satisfy the Library that Respondent is properly qualified meet the requirements contained in this Request.

5.5. Default on Obligation to Library: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the Library or is in breach of any agreement to which the Library is a party which breach has not been fully cured to the satisfaction of the Library.

EXHIBIT D

SECTION 6 – GENERAL LEGAL MATTERS

6.1. Rights to Proposals and Supporting Materials: All Proposals and related information provided by Respondents shall become the property of the Library when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the Library of the Respondent's intellectual property rights.

6.2. Public Records; Confidential Information:

6.2.1. Application for Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.

6.2.2. Confidential Information: A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the Library's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secrets Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the Library to establish the confidentiality of the information labeled as such since the Library will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede The Library's legal obligations under FOIA.

6.2.3. Confidential Proposals: The Library will neither accept nor consider any Proposal which indicates that it should be treated as confidential, proprietary or as a trade secret in its entirety.

6.2.4. Submission of Confidential Information: If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.

6.2.5. Costs of Claiming Confidentiality: Each Respondent shall be responsible for any costs which the Library incurs in defending a request for Proposal information which the

Respondent has marked as "CONFIDENTIAL INFORMATION." In the event that the Library receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the Library to withhold that information from disclosure, the Respondent shall cooperate with the Library to the degree necessary for The Library to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General's Office, as the case may be.

6.2.6. Intellectual Property Rights of Others: By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

6.3. Costs of Submitting Proposals: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

6.4. Lawfulness of Submission of Proposal: By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

6.4.1. No Bid Rigging: Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

6.4.2. No State or Federal Law Violations: Has not violated any state or federal law governing the subject of that which is sought by the Request.

6.4.3. Direct Interest in Contract: Is the only person that will have a direct interest in the Contract, if any is awarded.

6.4.4. No Bribery: Has not made any effort to coerce or bribe any Library employee to award the Contract to the Respondent. Has not undertaken any effort to provide The Library with the Specifications used in this solicitation document.

6.5. Taxes: By law, the Library is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The Library's tax-exempt number will be furnished upon the Successful Respondent's request.

6.6. Authorizations: Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the Library with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the Library. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

6.7. Use of Library Name: No Respondent, including the Successful Respondent, if any, shall use the Library's name or logo in any form of advertising without the Library's prior written permission.

6.8. Contract Documents: The Successful Respondent shall be required to enter into a Contract with the Library that may include but may not necessarily be limited to the following:

6.8.1. Successful Respondent-Supplied Contract: If a Respondent, if selected as the Successful Respondent, expects the Library to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the Library to accept the terms of such agreement form.

6.8.2. Library-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the Library to use his/her agreement form, the Library shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the Library's Request and Successful Respondent's Proposal to which the Library and Successful Respondent agree.

6.8.3. Final Contract Terms: Regardless of whether the Successful Respondent's or the Library's agreement form is to be used, where appropriate, the Successful Respondent and the Library will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the Library and the Successful Respondent shall contain the following:

6.8.3.1. Price Quote: The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and The Library which, in all events, shall include the all costs of delivery, set-up, testing, instruction, and warranties, if any.

6.8.3.2. Payment: Terms of payment by the Library to the Successful Respondent.

6.8.3.3. Specifications: The Specifications provided for in this Request as may be modified by agreement between the Library and the Successful Respondent.

6.8.3.4. Default and Cure: Terms covering the Successful Respondent's or the Library's default, if any, with rights to cure such default.

6.8.3.5. Representation of Authority: If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to execute the Contract.

6.8.3.6. Costs of Negotiation: The Library and the Successful Respondent are required to bear their respective costs of negotiating and executing the final Contract between them.

6.8.3.7. Indemnification: The Successful Respondent's indemnification, holding harmless, and duty to defend the Library in the event of any bodily injury or property damage caused by the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.

6.8.3.8. Warranties: Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the Library and the Successful Respondent.

6.8.3.9. Insurance Requirements: The Library will specify the minimum insurance coverages required to be in place, with the Library named as an additional insured, where appropriate.

6.8.3.10. EEO Representations: Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Proposal.

6.8.3.11. Termination of Contract: Means for terminating the Contract by the Library or the Successful Respondent and the non-terminating party's rights and remedies.

6.8.3.12. Governing Law: The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or, if applicable, the United States District Court for the Central District of Illinois.

6.8.3.13. Materials and Supplies Inspection: Unless otherwise specified, materials and equipment purchased will be inspected as to meeting the quality requirements of the Invitations to Bid. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory, or other appropriate inspection agency, for an analysis and test as to whether the material conforms in all respects to the specifications. In cases where the commercial laboratory report indicates that the material does not meet the specifications, the expense of analysis is to be borne by the Successful Respondent and the order or balance thereof may be cancelled by the Library.

6.8.3.14. Safety: The Successful Respondent shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, that occur as a result of the Successful Respondent's completion of the work. The safety provisions of

applicable laws and building construction codes shall be observed, and the Successful Respondent shall take or cause to be taken such additional safety and health measures as the Library's Facilities Manager or designee may determine to be reasonably necessary.

6.8.3.15. Contract Amendments: All changes to the Contract must be mutually agreed upon in writing and signed by the parties to the Contract. If any such agreed-upon change causes an increase or decrease in the Successful Respondent's cost of, or the time required for, the performance of any part of the work under this Contract, adjustment shall be made and the Contract modified accordingly. Any agreements not signed, as heretofore indicated, shall be considered null and void. The Successful Respondent shall furnish an itemized price breakdown in connection with any proposal made for Contract modification. The price breakdown shall be in sufficient detail to permit an analysis of all material and labor costs. If the proposal includes a time extension, a justification therefore also shall be furnished.

6.8.3.16. Contract Will Apply to Subcontractors: The provisions of this Contract apply to any subcontractor. The Successful Respondent agrees that they are fully responsible to the Library for the acts and omission of their subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of themselves or persons directly employed by them. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Library. The Successful Respondent shall not contract any part of the work under this Contract, or permit their contracted work to be further subcontracted, without the prior written approval of the Library's Facilities Manager. The Successful Respondent shall submit with their bid a complete list of proposed subcontractors and possible alternates.

6.8.3.17. Payment for Work: Payment in full will be made upon submission of an invoice at the end of each month. All payments are subject to satisfactory final inspection and acceptance by the Library.

6.8.3.18. Drug-Free Work Environment: The Successful Respondent shall comply with the Drug Free Workplace Act and Certification of Compliance. The Vendor Representations and Additional Duties (VRAD) form included is to be completed by the Respondent and returned with said proposal.

6.8.3.19. Additional Terms: Such other terms, if any, as the Library and the Successful Respondent shall agree.

6.9. Termination of Solicitation Process/No Rights Created: The Library reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the Library. Nothing herein shall be deemed to create any right or interest in any arrangement between the Library and any Respondent unless and until the Library and the Successful Respondent have entered into and executed a Contract.

Nothing herein shall be deemed as obligating the Library to accept a Proposal based solely on lowest price.

6.10. Prevailing Wage Act/Davis-Bacon Act: To the extent applicable –

6.10.1. Prevailing Wage Act: Any Contract entered into between the Successful Respondent and the Library will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.

6.10.2. Davis-Bacon Act: To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

6.11. Affirmative Action: The Successful Respondent and its subcontractors, if any, shall agree to comply with The City of Urbana's Affirmative Action Ordinance and, when required, shall submit written evidence of the firm's employment practices, policies, goals and statistical data concerning employee composition on race, color, job description and compensation. "Award of Contract" is contingent upon on-site inspection or other means of verification in accordance with City of Urbana procedures.

6.11.1. Compliance with City Ordinance: If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Vendors with the City Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at hro@urbanaindinois.us. Further, the Successful Respondent shall comply with The City's Human Rights Ordinance (Urbana City Code Sec. 12-1 et seq.).

6.11.2. Veterans Preference: If this Proposal involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 et seq.,) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

EXHIBIT E

SECTION 7 – REQUIRED FORMS and ACCOMPANYING INFORMATION TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

7.0 Each Response shall include the following:

- 7.1. A fully completed Response Form.
- 7.2. Equal Employment Opportunity (EEO) Workforce Statistics Form.
- 7.3. Vendor Representations and Additional Duties (VRAD) Form.
- 7.4. Acknowledgment of Addenda Form.
- 7.5. List of proposed cleaning supplies with product data.
- 7.6. At least three (3) references from governmental or commercial entities where the Respondent was required to clean and/or maintain a building with at least 50,000 square feet.