



**Invitation to Bid
Solicitation # 2122-53**

The following is sought: Custodial Contract Services for City Facilities

**Requesting Department: Urbana Public Works Department
Contact Person: Vince Gustafson
Address: 706 South Glover Avenue
Telephone No.: (217) 384-2342
E-Mail Address: vhgustafson@urbanaininois.us**

Date of Request Posted on City's website: 5/11/2022

Date Published in News-Gazette: 5/11/2022

The original Bid plus 1 copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Pre-Bid Meeting Date: 5/17/2022 Time: 1:00 P.M. Central Time

Location for Pre-Bid Meeting: Urbana City Building, Second Floor Executive Conference Room

Attendance is strongly encouraged as no additional site visits will be permitted.

Bidders are strongly encouraged to review background check requirements outlined in bid documents Exhibit E.

Bid Submission Date: 6/2/2022 Time: 2:00 P.M. Central Time

Allowable Means for Transmitting Bids: Sealed hardcopy bid

Public Bid Opening Date: 6/2/2022

Time: 2:00 P.M. Central Time

Location for Bid Opening: Urbana Public Works Dept. 706 South Glover Ave. Urbana Il. 61802

All questions and communications regarding this Invitation to Bid must be submitted in writing via email with the subject line "ITB 2122-53" no later than 4:00 P.M.

Wednesday, May 25th, 2022. This will allow issuing of final addenda on or before 4:00 P.M. Friday, May 27th, 2022. All email inquiries must be sent to:

vhgustafson@urbanaininois.us Vince Gustafson, Deputy Director for Operations

All Bids submitted in response to this Invitation to Bid shall be irrevocable for a period of 45 days after the Bid submission due date and may not be withdrawn by the Vendor during this period.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 ONLINE AT THE CITY OF URBANA WEBSITE:

<https://www.urbanainllinois.us/bids-rfps>

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

If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>

1. DEFINITIONS:

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City 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 Invitation to Bid, Bid or a part or portions thereof.

“Bid” shall mean any response to this Invitation to Bid that is submitted to the City, including any information appended to or included in such response.

“Invitation to Bid” 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 Invitation to Bid.

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

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

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

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

2. SPECIFICATIONS:

See Exhibit A – SUMMARY AND 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 Invitation to Bid. 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 Invitation to Bid 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 Bids.

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 Invitation to Bid, the Respondent shall notify the City at least five (5) business days prior to the deadline for submission of the Respondent's Bid. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Bid to the City if the information is deemed necessary by the City for submitting Bids. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Bid 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 City deems it appropriate to issue one or more addenda to this Invitation to Bid, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Bid in response to this Invitation to Bid by registering on the City's website entry for this Invitation to Bid or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Invitation to Bid. Respondents must acknowledge in their respective Bids all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Bid from consideration by the City.

3.5. Contacting City Staff and Officials: Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Invitation to Bid except as specifically set forth in this Invitation to Bid. Failure to comply with this provision may result in rejection of any or all Bids.

3.6. Pre-Proposal Submission Site Visit: The City will conduct a pre-Bid submission site inspection at all locations related to this Bid. The pre-Bid submission site inspection will commence at the location appearing on Page 1 of this Request

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

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

5. BID EVALUATION CRITERIA:

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

6. AWARD OF CONTRACT:

6.1. Bid Guarantee: All Bids must be guaranteed and may not be withdrawn until 45 days after the Bid submission due date.

6.2. Rejection of Bids: If a Respondent is not selected as the Successful Respondent as contemplated in this Invitation to Bid, Respondents may withdraw their Bids.

6.3. Price: While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Bid price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Bid Price.

6.4. Bid Bond/Security:

6.4.1. Acceptable Bond/Security: Each Bid shall be accompanied by a bank draft, cashier's check, letter of credit, certified check or bid bond issued by a licensed surety equal to ten percent (10%) of the first 12-month total value of the Bid to serve as a Bid bond. Any check submitted to secure the Bid must be made payable to the "City of Urbana, Illinois" with the Bid number included in the memo part of the check. All security tendered shall be held by City's Finance Department 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 City.

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

6.4.2.3. To each Respondent that withdraws his/her Bid prior to the Bid public opening date or Bid submission date specified on Page 1 of this Invitation to Bid, which ever date is later

In all other instances, the City 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 City following selection as the Successful Respondent, or fails to execute a Contract to which the Successful Responded agreed, the City shall retain the Bid bond/security, not as a penalty, but as liquidated damages. By submission of a Bid, a Respondent acknowledges the impracticability of calculating the actual damages which would be suffered by the City for the Respondent's

failure to comply with the Invitation to Bid and agrees that the sum posted is reasonable.

7. CUSTOMER/CLIENT SERVICE:

The City 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 City.

8. GENERAL LEGAL MATTERS:

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

EXHIBIT A

SECTION 2 – SUMMARY AND SPECIFICATIONS

The City of Urbana is seeking Custodial Contract Services for City Facilities including:

- Urbana City Building- 400 South Vine Street
- Urbana Public Works- 706 Glover Avenue
- Arbor/LRC Shop- 911 North Smith Road

The City reserves the right to select one contractor for the entirety of the work, or a separate contractors for individual facilities, whichever is in the best interest of the City of Urbana, Illinois.

I. CONTRACTOR'S RESPONSIBILITIES

A. SUPPLIES AND EQUIPMENT

The Contractor will be responsible for providing all of the supplies and equipment necessary to complete the custodial work described on the following pages. The Contractor will be responsible for the work crews and their supervisors while they are performing their duties for the City of Urbana.

This includes, but is not limited to:

- All paper products made from 100% recycled paper fibers, including toilet paper and paper towels
- Liquid soaps and hand cleaners using existing dispensers
- All deodorant blocks for urinals and toilets
- Plastic liners for wastebaskets
- Refuse bags
- Disinfectants
- Cleaning cloths
- Glass/tile cleaner
- Floor stripper
- Floor wax
- Floor soap
- Bowl, urinal and washbasin cleansers
- Polishes

The Contractor shall provide an alternative bid with pricing to use Green Seal Certified supplies for all applicable product types. The Contractor shall furnish product data with their bid for verification purposes. (See Proposal Form.)

The bidder is 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 Public Facilities Supervisor prior to bringing the materials on site. The contractor shall use only commercially available products. The Public Facilities Supervisor shall contact the bidder if any item is deemed inappropriate for use under this contract.

The bidder is required to provide a list of all equipment to be used for the performance of duties for the City of Urbana. This includes all hand and power equipment, such as mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment.

NOTE: If the successful bidder wishes to change the style of a given dispenser, he or she may be allowed to do so at their expense with specific approval from the City

B. SPECIFICATIONS- TASKS AND DESCRIPTION OF FREQUENCY

It is the City's expectation that the successful contractor will recognize the intent of the specifications and perform the duties in compliance with the spirit of the document and the City's image and goals in mind.

1. Tasks

An acceptable standard for each specific task will be described below. This is not all-inclusive. A representative from the City of Urbana will determine if the standards have been met. **No additional payment shall be given to complete tasks which have been left undone or which were not completed to the satisfaction of the designated representative of the City.**

- 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.
- The contractor 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.
- **CARPET SPOT CLEANING:** smudges, marks, or spots shall have been removed without causing unsightly discoloration.
- **CLEANING ALL EATING AND 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 from the microwave ovens.

- **CLEANING APPLIANCES:** Dust, surface film, and dirt shall be removed from the exterior of all appliances and vending machines.
- **CLEANING DRINKING FOUNTAINS:** the porcelain, metal and stainless steel surfaces 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, etc., and nozzles free from encrustation. Disinfectant cleaner shall be used on all stainless steel surfaces.
- **CLEANING OFFICE 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 Council Chambers. Personal computers, phones, terminals, printers and keyboards are not to be touched by the Contractor and/or work crew.
- **CLEANING RECYCLING CONTAINERS:** recycling containers shall be free of dust, debris, and residue.
- **CLEANING THRESHOLDS:** thresholds shall be clean and free of oil, grease, dirt and grime.
- **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.
- **CLEANING WOOD PANELS:** panels shall be free of dirt, dust, streaks, and spots.
- **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.
- **DAMP WIPING:** all dirt, dust, water stains, spots, streaks, and smudges shall be removed from the surfaces.
- **DAMP WIPING (MIRRORS):** mirrors shall be clean and free of dirt, dust, streaks, and spots.
- **DAMP WIPING (WINDOWSILLS):** all dirt, dust, spots, streaks, and smudges shall be removed from the sill area.
- **DUSTING:** railings, ledges, grilles, fire apparatus, doors, and radiators shall be dust-free. Available horizontal surfaces shall be free of obvious dust.
- **DUSTING (VENETIAN BLINDS):** both sides of venetian blind slats shall be free of dust.

- **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.
- **HIGH CLEANING:** surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.
- **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.
- **POLICING:** All areas should be free of all paper, trash, empty bottles, and any other discarded material.
- **POLISHING:** Kick plates, push plates and push bars shall have a polished and lustrous appearance.
- **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. In washrooms with showers the shower stall shall be free from dust, spots, stains, rust, green mold, encrustation, or excess moisture. Disinfectant cleaner will be used on all surfaces.
- **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.
- **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 City.
- **SOLID WASTE COLLECTION:** All solid wastes generated in the building shall be collected and removed to storage areas designated for trash by the representative of the City of Urbana.
- **SPOT CLEANING:** Smudges, marks or spots shall have been removed without causing unsightly discolor.
- **SPOT CLEANING, WINDOWS/GLASS:** Windows and glass shall be cleaned to remove all dirt, smudges, marks or spots.
- **STEAMCLEAN 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 a time which will allow the carpets to

dry completely before employees occupy the work area.

- 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.
- 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.
- 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.
- SWEEPING OR VACUUMING STAIRWAYS: landings and treads shall be free of loose dirt, dust, streaks, gum, or other foreign substance.
- THOROUGH DUSTING: there shall be no dust streaks. 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.
- THOROUGH HIGH CLEANING: all dust, dirt, and other foreign matter shall be removed from all high ceilings, stairways, and other areas where dust might accumulate.
- 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.
- 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.
- VACUUMING: all carpet surfaces shall be free of obvious dirt, dust and other debris, including those areas under furniture and behind doors.
- WALL WASHING: wall 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.
- 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.

- **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.
- **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.
- **WOOD PANEL POLISHING:** wood panels shall be free from all dirt, smudges, streaks, marks, or spots. The finished area shall have a uniform luster.

2. Description of Frequency- Specific areas and frequencies can be referenced in the layouts included in this bid packet.

All services shall be performed in accordance with the following periodic schedule and shall be subject to inspection and approval by the Public Facilities Supervisor or his/her designee.

Work should be scheduled so that it does not interfere with the normal operations of the City. Typically, work should be done between the hours of 5:00 p.m. and 6:00 a.m. When City meetings run longer than scheduled, work crews must wait until the meetings are finished before completing their work. Public areas adjacent to the council chambers shall be cleaned between 5pm-6pm prior to City Council Meetings, and re-cleaned to specifications at the meetings conclusion. **No work is to be done in the Council Chambers or immediately outside of the chambers while meetings are being conducted.**

The proposal price is to be based upon Monday through Friday (five-day) service for the Landscape Recycling Center [LRC], Public Works, and the City Complex. **However the police locker rooms, briefing room, main hall on first floor, and restrooms on first floor are to receive seven-day service. The police clerk's area, watch commanders and report writing offices, basement hallway, and South stairwell will also receive seven day service.**

The following shall be accomplished DAILY:

- **TOILET ROOMS:**
 1. All floors in all toilet rooms are to be swept and mopped or scrubbed daily.
 2. Clean and polish all mirrors.
 3. Clean all nickel and chrome hardware.
 4. Clean and disinfect all basins and all other fixtures.
 5. Clean and disinfect all water closets, toilets, and urinals daily for the elimination of odors by chemical means.

6. Sanitary receptacles in women's toilets shall be cleaned and sanitized daily. Bags supplied by the Contractor shall be inserted in these receptacles and replaced daily. These containers shall be emptied daily, the bags folded securely, and disposed of.
 7. All wastebaskets shall have plastic liners supplied by the Contractor. Wastebaskets shall be emptied daily.
 8. Soap dispensers are to be cleaned daily and kept filled with soap supplied by the Contractor.
 9. Toilet paper dispensers are to be cleaned daily and kept filled with paper supplied by the Contractor.
 10. Paper towel dispensers are to be cleaned daily and kept filled with towels supplied by the Contractor.
 11. All walls and stall partitions are to be spotted (the removal of spots) daily.
- RECEPTION AREAS, COUNCIL CHAMBERS, CONFERENCE ROOMS, EMPLOYEE LOUNGES, BREAK AREAS, ELEVATORS, STAIRWAYS, AND ALL SIMILARLY OCCUPIED SPACES AND ADJACENT AREAS IN THE BUILDING (*herein referred to as "ALL OTHER AREAS"*):
 1. Daily sweep mopping (sweeping with treated mop) or vacuuming floors in high traffic areas
 2. Floors in high traffic areas shall be scrubbed daily.
 3. Daily removal of spots from all walls, doors, and glass.
 4. All wastebaskets shall have plastic liners supplied by the Contractor. All wastebaskets in the above mentioned areas shall be emptied daily. All wastebaskets shall be cleaned by washing or damp wiping inside and outside at such a rate that all will be cleaned once every month.
 5. Drinking fountains shall be cleaned, disinfected, and polished daily.
 6. Clean and disinfect all basins and all other fixtures.
 7. Vacuum or shake all entrance mats daily.
 8. Wipe down all handrails daily.
 9. Empty all individual recycling containers into larger collection receptacles.

WEEKLY: In addition to the daily requirements specified, the following shall be accomplished once every five (5) days.

- TOILET ROOMS:
 1. Machine buffing of all waxed floors to remove marks.

- OFFICES, CUBICLE WORKSPACES, FILE ROOMS, STORAGE ROOMS, ALL OTHER AREAS:
 1. Weekly vacuuming of all carpet and mats. This includes moving and vacuuming under all chairs.
 2. Weekly dusting all furniture, office equipment, windowsills, doors, heat vents, or radiators, and all surfaces within seven inches from the floor, except desk and credenza tops
 3. All wastebaskets shall have plastic liners supplied by the Contractor. All wastebaskets in the above mentioned areas shall be emptied weekly. All wastebaskets shall be cleaned by washing or damp wiping inside and outside at such a rate that all will be cleaned once every month.
 4. Machine buffing of all waxed floors in high traffic areas to remove marks.
 5. Empty large recycle containers into exterior dumpsters.

MONTHLY: In addition to the daily, weekly, and bi-monthly requirements specified, the following shall be accomplished once (1) each month.

- TOILET ROOMS:
 1. Wash all walls and partitions, except painted walls.
 2. Monthly washing and polishing of all vinyl tile floors in toilet rooms. This operation includes a thorough cleaning of the floor to strip and remove the old wax and soil before the new wax is applied. After the new wax has been applied and has become sufficiently dry, it shall be machine buffed to a satisfactory finish. These waxed surfaces must be maintained with a sufficient anti-slip as determined by the Static Friction Test Method of Underwriters' Laboratories, Inc.

- ALL OTHER AREAS:
 1. Monthly, waxing and polishing of all linoleum, wood, terrazzo, cork, asphalt tile, rubber or plastic tile floors in heavy traffic areas. This includes a thorough

cleaning and stripping of the floors to remove the old wax and soil before the new wax is applied. After the new wax has been applied and has become sufficiently dry, it shall be machine buffed to a satisfactory finish. These waxed surfaces shall be maintained with a sufficient anti-slip as determined by the Static Friction Test Method of Underwriters' Laboratories, Inc.

2. Dusting lighting fixtures, cleaning pipes, window and doorframes and casings, dusting walls and other objects high enough to require a ladder to reach, and wall spotting once every month. If Venetian blinds are used, they shall be dusted once each month. Cleaning of areas around heating and air conditioning outlets and return air grills, and the louvers in all doors so equipped every month. Wood paneling, handrails and other decorative woodwork shall be wiped down every month.

SEMI-ANNUALLY: In addition to the daily, weekly, and bi-monthly requirements specified, the following shall be accomplished twice a year.

1. All carpeted floors shall be cleaned and shampooed once every six (6) months, specifically during the months of April and October. Carpets shall be cleaned and shampooed in accordance with accepted industry standards and materials. This carpet cleaning shall be done after the close of business on a Friday night or on a Saturday morning to allow sufficient drying time over the weekend. The carpet shall be cleaned under all furniture, and it shall be the responsibility the Contractor to move and replace all furniture.
2. Unless otherwise specified, waxing and polishing of all floors shall be performed once every six (6) months, except for the floors in high traffic areas, which require more frequent waxing and polishing. The waxing and polishing of all floors is to include the floor area under chairs, desks and other furniture, and it shall be the Contractor's responsibility to move and replace this furniture.
3. Wash all interior window glass.

C. OTHER CONTRACT REQUIREMENTS

The Contractor shall:

1. Be responsible for closing and locking windows, locking rooms in areas after cleaning, shutting off lights and locking the building.
2. Give their personal superintendence to the work or have a competent supervisor or superintendent on duty at all times during progress, with authority to act for the Contractor.

3. Provide capable, qualified, and thoroughly trained personnel to do the work assigned to them.
4. Provide employees who are physically able to do their assigned work.
5. Ensure that employees observe all rules and regulations in effect in the building or on the job site and to comply with all instructions issued by the Public Works Director or designated representative.
6. Dismiss from employ on this job site any employee or employees which the Deputy Director for Operations, Public Facilities Supervisor, or designated 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.
7. Prohibit employees from disturbing papers on desks, opening desk or file drawers, using telephone, office, or other equipment, which is provided for official City use.
8. Maintain a local office within a 15 mile radius of the same city where services are to be rendered and 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 at any of the facilities and be on-site within 30 minutes.
9. Be responsible for damage to City property or theft of City property by (Contractor's) employees. The Contractor shall also be responsible that all articles found by its employees are turned in at a designated place.
10. Meet periodically with authorized representatives of the City to discuss all services or other matters relevant to this contract. The Contractor should bring to the attention of the City changes in procedures and operations that may be necessary and of mutual advantage. No change is permitted in any of the Contract Specifications or Conditions unless the Contractor receives written approval from the Public Works Director or his/her designee.
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 breakdown. The City reserves the right of approval on all supplies.
12. Submit forms, daily or other periodic work reports, progress reports, etc., concerning the services to be rendered under this Contract, which the City may require.
13. 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 Contractor's completion of the work. The safety provisions of applicable laws and building construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Public Works Director of the City of Urbana, Illinois, may determine to be reasonably necessary.

14. Give their personal superintendence to the work or have a competent supervisor or superintendent on duty at all times during progress, with authority to act for the Contractor.
15. Keep the premises clean and orderly during the course of the work and shall remove all debris at the completion of the work. Except where otherwise noted, materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

D. RULES FOR WORK CREW:

1. Custodial work will be completed on an area by area basis. When work is completed in one area, lights are turned off except those designated by the City for security.
2. All windows and doors shall be checked upon completion of work to ensure that they are properly secured.
3. All damaged, broken, or missing equipment, unusual security problems, or other abnormal conditions will be immediately reported to the Public Facilities Supervisor.
4. All building damage, paint damage, floor damage, etc., will be reported immediately to the Public Facilities Supervisor. A sample form is included herein.
5. The Contractor shall repair, at his cost, any furnishings or fixtures damaged by his employees.
6. Turn in lost and found articles to the Police Department main window.
7. No smoking is permitted in any facility.

E. SECURITY REQUIREMENTS:

Employees shall be subject to such security clearance as the City shall require.

The Contractor or any person associated with the Contractor agrees to comply with any and all requirements related to the security systems in all facilities. This compliance includes learning all security features necessary to enter and/or exit any facility. Failure to comply with this provision shall result in the Contractor being responsible for any cost due to false alarms directly attributable to the Contractor or any person associated with the Contractor. Charges for such costs may be deducted from the Contractor's monthly billing.

The Contractor shall require all employees to wear suitable uniforms during the time they are on City property and to require each employee to wear photo badge identification.

The successful bidder shall provide an estimated work schedule and background information for proposed workers and supervisors as required by the City within five business days of bid opening.

Workers shall have been carefully interviewed, screened, and references checked by the Contractor. Workers are required to be bonded by an insuring agent in the amount of \$20,000, and verification must be submitted with the contract. Workers must submit to a security check prior to being allowed access to any City of Urbana facility.

No employees will be allowed on the premises without prior notice and approval. Visitors may not accompany employees while on the premises.

F. SUBSTITUTE OR ADDITIONAL WORKERS:

To complete work crews, substitute or additional workers may be needed. These workers must meet the same requirements as regular full-time workers. The City of Urbana must be provided with a list from which all substitute and additional workers are called. Cost for employing additional or substitute workers must be included in the bid.

G. BILLING FOR SERVICES AND SUPPLIES:

Original invoices for custodial services must be submitted to the following at the end of each month of service via email or mailed: pw invoicing@urbanaininois.us

or

Public Facilities Supervisor
City of Urbana Public Works Department
706 South Glover Avenue
Urbana, Illinois 61802

II. CITY OF URBANA'S RESPONSIBILITIES

In support of this contract, the City will supply the following at no cost:

A. UTILITIES

The Owner will permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.

B. STORAGE

The City of Urbana will supply limited secure storage area(s) for the Contractor's use. The storage area(s) must be kept clean and have cleaning supplies and equipment properly

stored as not to present a hazard.

III. ADDITIONAL CONTRACTUAL TERMS

- A.** A performance bond in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of any contract in excess of \$25,000.

Attorneys-in-fact who sign bid bonds or performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the contract forms and obtain the performance bond within fifteen (15) calendar days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary contract forms and bond forms. In case of failure of the Bidder to execute the contract, the Owner may at his/her option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within fifteen (15) days of receipt of acceptable performance bond and contract signed by the party to whom the contract was awarded, shall sign the contract and return to such party an executed duplicate of the contract. Should the Owner not execute the contract within such period, the Bidder may, by written notice, withdraw his/her signed contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

An acceptable alternative to the performance bond requirement will be an irrevocable letter of credit in favor of the City of Urbana in the amount of \$75,000.00. If this option is chosen by the successful bidder, the City reserves the right to approve the form of the letter of credit.

- B.** The Successful Bidder will be required to furnish a "Certificate of Insurance" to the Public Works Director of the City of Urbana, indicating that the Bidder has obtained for the benefit and protection of themselves and the City of Urbana, Illinois, an adequate liability insurance policy, along with a certification by an insurance company to the effect that the Bidder has obtained public liability and worker's compensation insurance in a sufficient amount to protect themselves and the City from any liability of damage resulting from injury to their employees or to others or to the property of others. The "Certificate of Insurance" shall also certify that the insurance will not be cancelled or allowed to lapse during the time of work without first giving notice in writing to the City of Urbana, Illinois.

The Contractor shall maintain during the entire period of their performance under this Contract the following minimum insurance:

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.
- Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "all states" endorsement.

Comprehensive General Liability

a. Minimum Limits:

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

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

b. 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

Comprehensive Automobile Liability

a. Minimum Limits:

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

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

b. Included Coverage (may be in comprehensive form):

- Owned vehicles

- Non-owned vehicles
- Hired vehicles
- Property Damage -- write on occurrence basis

Excess Liability

- Umbrella form**
- Minimum limits:**

Combined bodily injury and property damage:
\$1,000,000/each occurrence
\$1,000,000/aggregate

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.

Maintenance of the insurance by the Contractor shall in no way relieve the Contractor from any responsibility or requirement to the Contractor of any responsibility whatsoever. The Contractor 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 Owner's rights of recovery under the Owner's Builder's Risk Insurance.

- Unless otherwise specified, materials and equipment purchased will be inspected as to meeting the quality requirements of the call for bids. 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 Contractor and the order or balance thereof may be cancelled by the City of Urbana.
- No member, officer, or employee of the City of Urbana, Illinois, or its designees or agents, and no member of the governing body of the City of Urbana, Illinois, who exercises any functions or responsibilities with respect to the City of Urbana during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Contract.
- The provisions of this Contract apply to any subcontractor. The Contractor agrees that they are fully responsible to the Owner 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 Owner. The Contractor 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 Public Works Director of the City of Urbana, Illinois. The Contractor shall submit with their bid a complete list of proposed subcontractors and possible alternates.

- G.** The Successful Bidder shall furnish the Owner with an estimated time schedule setting up order of procedure and time allowed for each branch of the work. Contractor 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.

APPROXIMATE
EMPLOYEES: 133

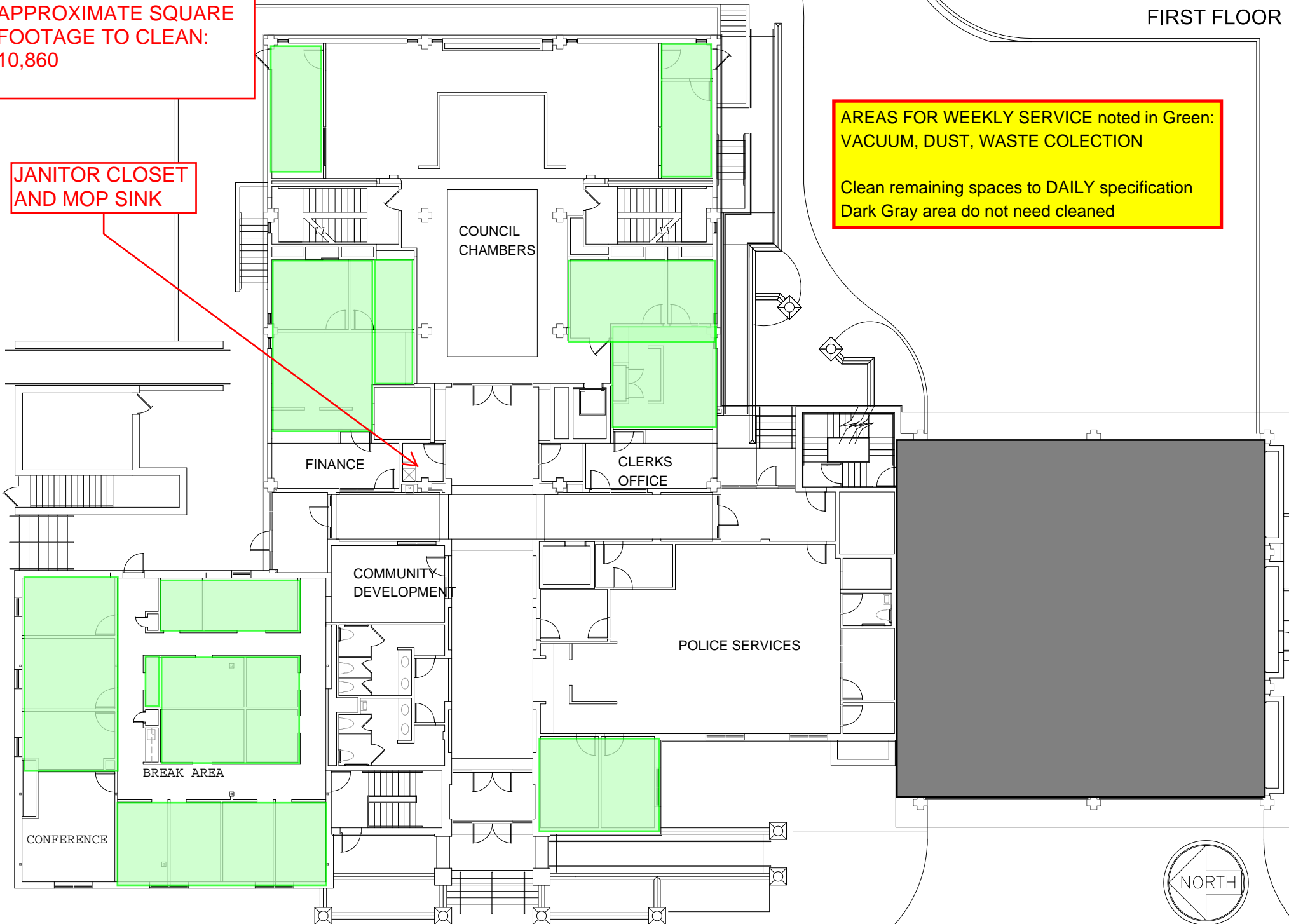
APPROXIMATE SQUARE
FOOTAGE TO CLEAN:
10,860

JANITOR CLOSET
AND MOP SINK

URBANA CITY BUILDING
400 S. VINE STREET
FIRST FLOOR

AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned



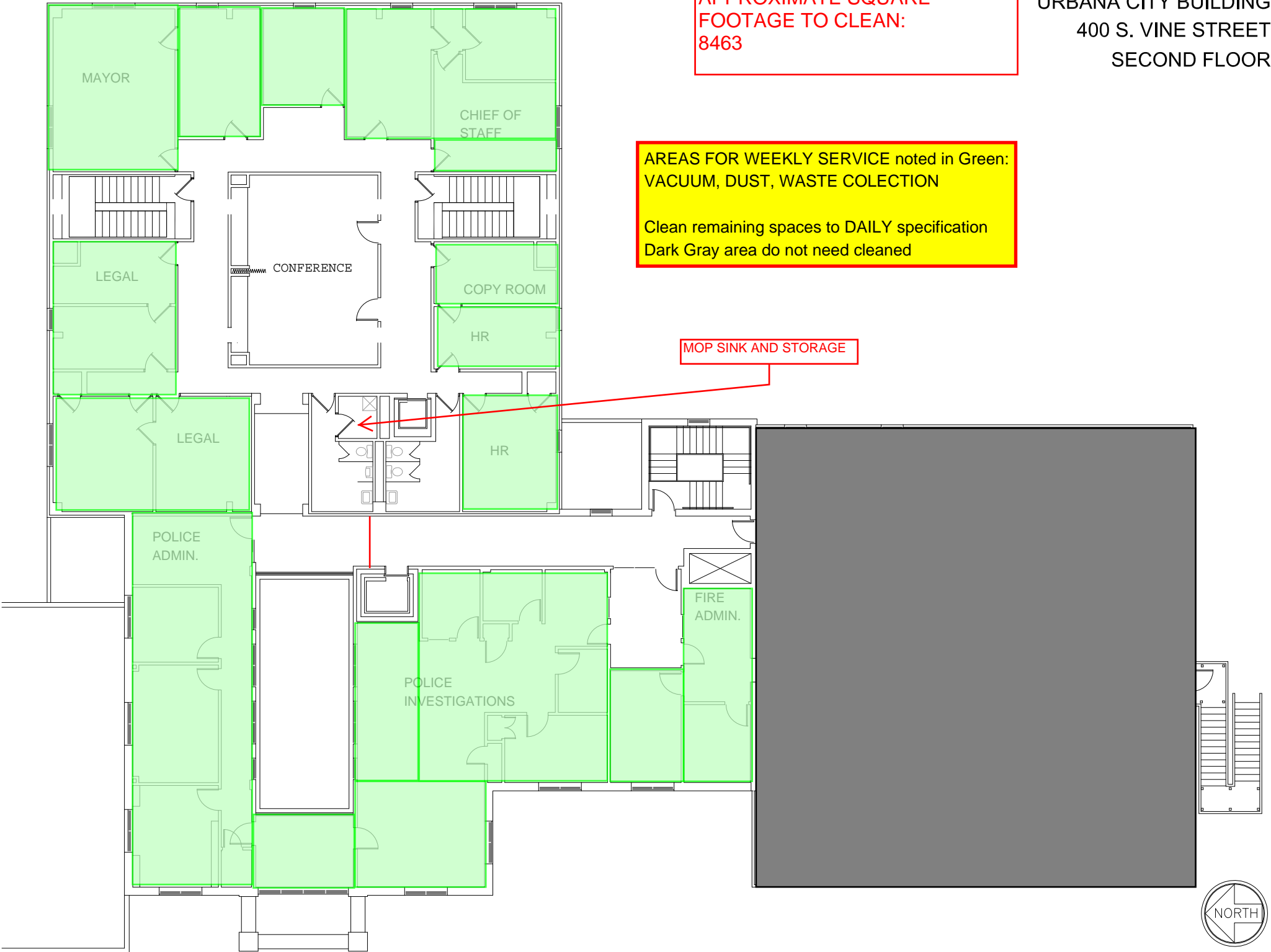
URBANA CITY BUILDING
400 S. VINE STREET
SECOND FLOOR

APPROXIMATE SQUARE
FOOTAGE TO CLEAN:
8463

AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

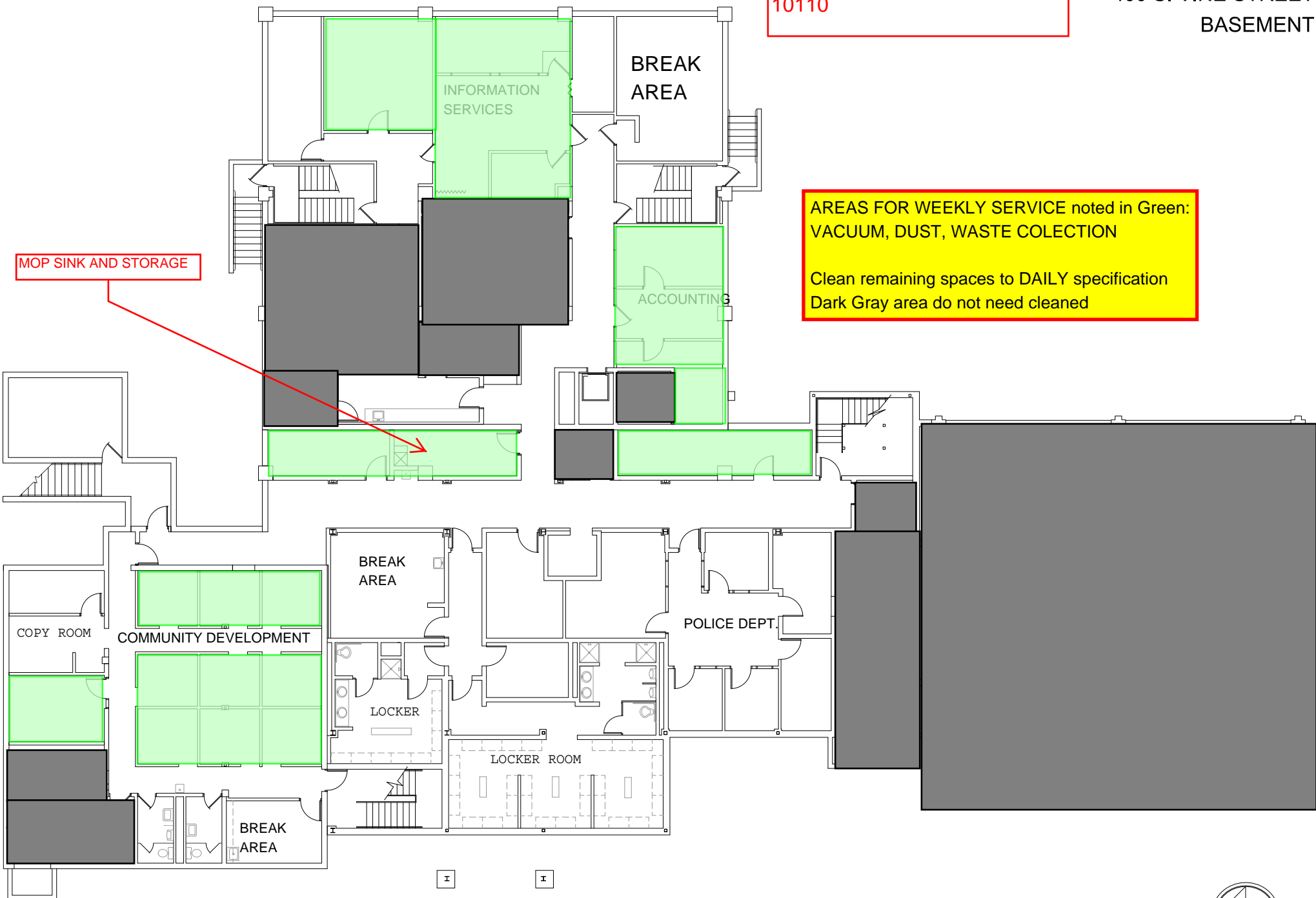
Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned

MOP SINK AND STORAGE



APPROXIMATE SQUARE
FOOTAGE TO CLEAN:
10110

URBANA CITY BUILDING
400 S. VINE STREET
BASEMENT



AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

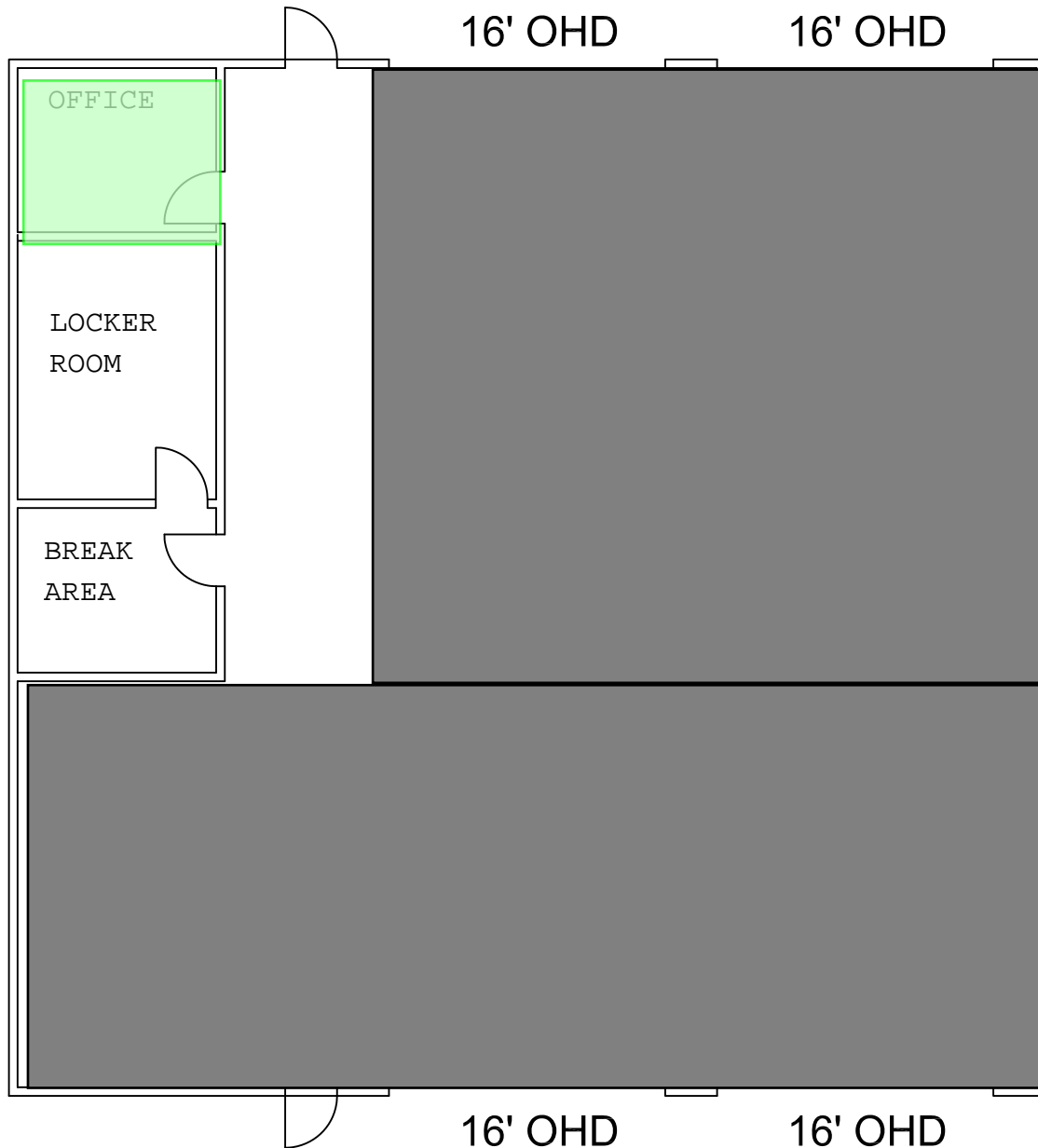
Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned





AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned



APPROXIMATE
EMPLOYEES: 13

APPROXIMATE
SQUARE FOOTAGE
TO CLEAN:
350

LRC SHOP
901 N. SMITH RD



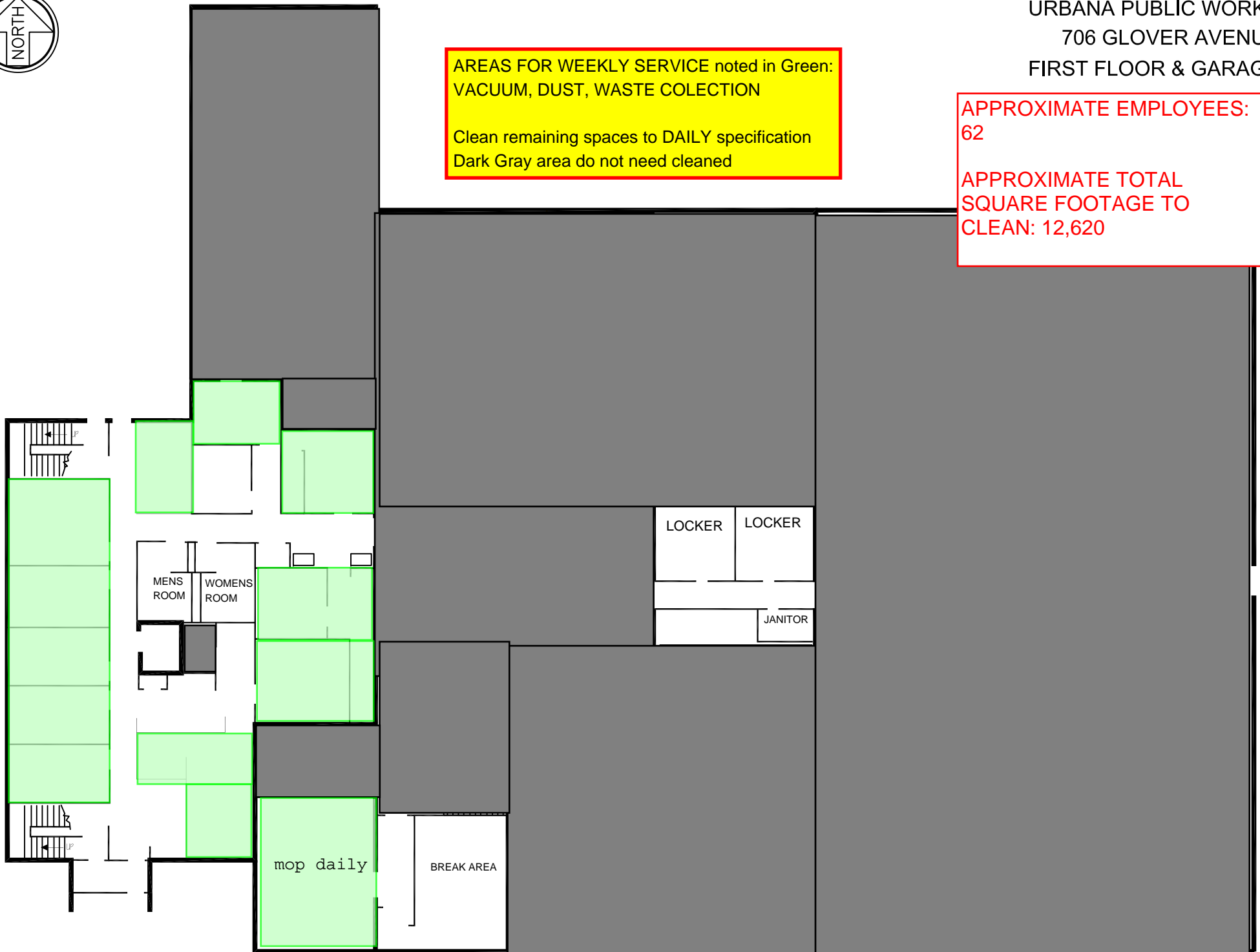
URBANA PUBLIC WORKS
706 GLOVER AVENUE
FIRST FLOOR & GARAGE

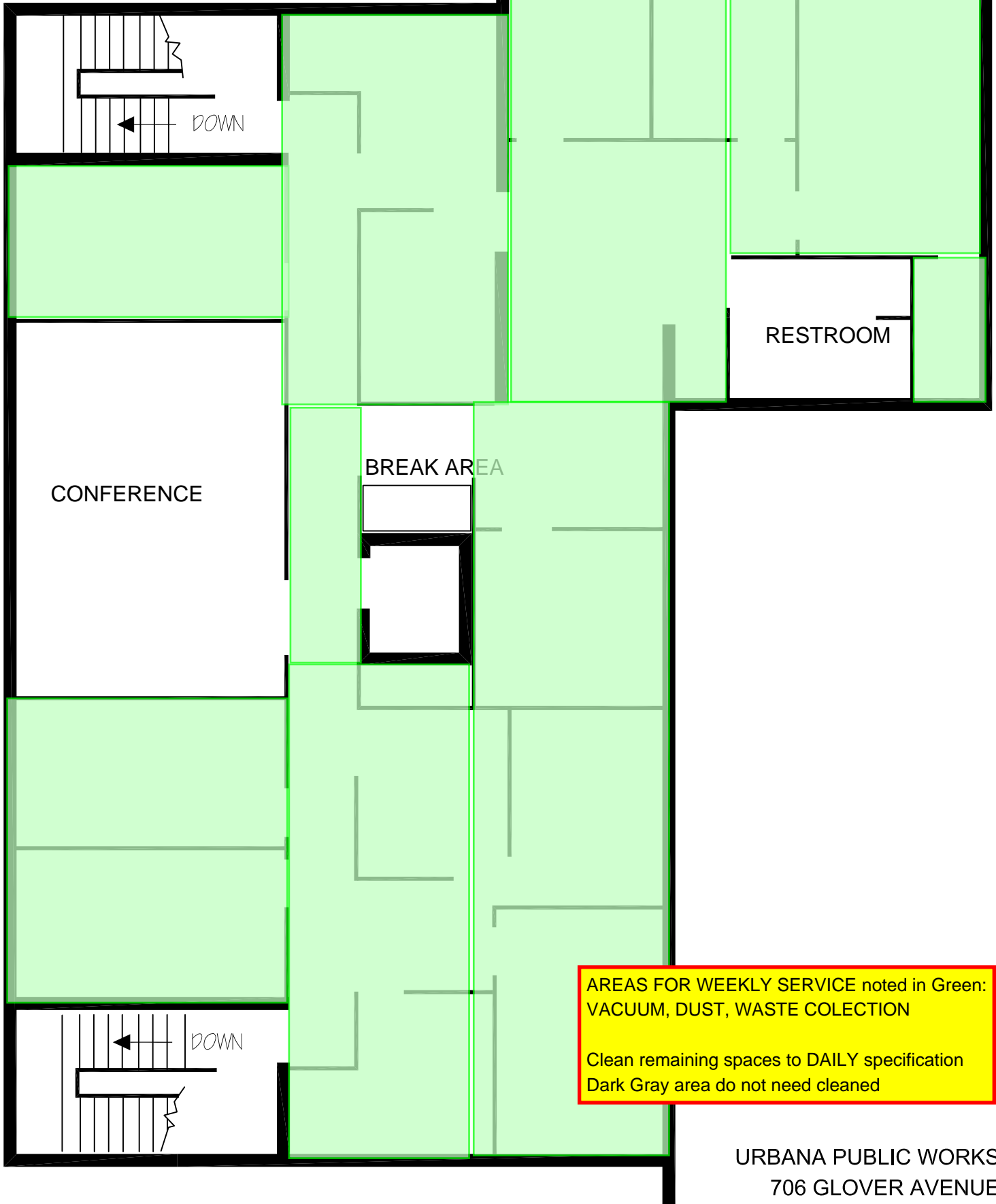
AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned

APPROXIMATE EMPLOYEES:
62

APPROXIMATE TOTAL
SQUARE FOOTAGE TO
CLEAN: 12,620





CONFERENCE

BREAK AREA

RESTROOM

DOWN

DOWN

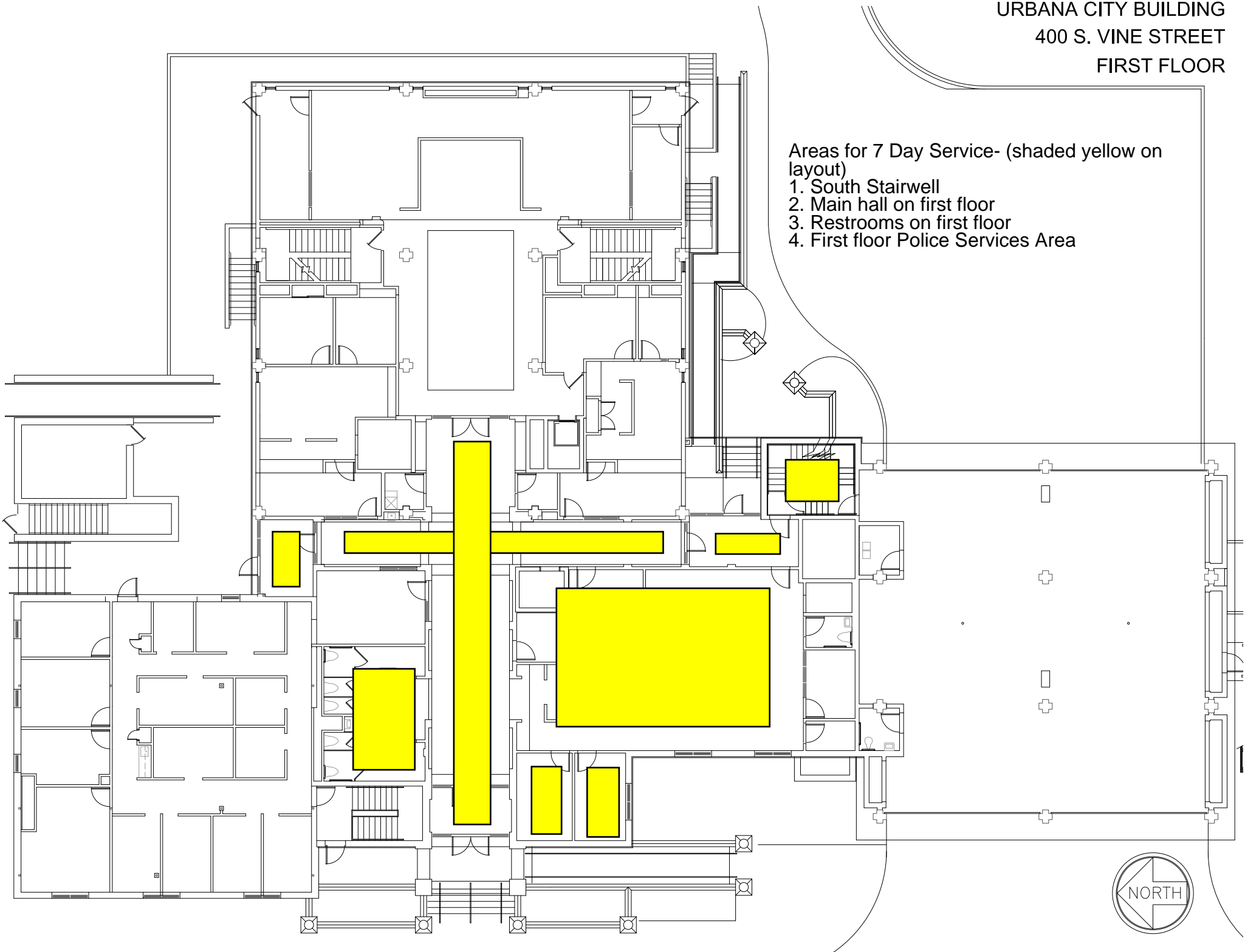
AREAS FOR WEEKLY SERVICE noted in Green:
VACUUM, DUST, WASTE COLECTION

Clean remaining spaces to DAILY specification
Dark Gray area do not need cleaned

URBANA PUBLIC WORKS
706 GLOVER AVENUE
SECOND FLOOR

URBANA CITY BUILDING
400 S. VINE STREET
FIRST FLOOR

- Areas for 7 Day Service- (shaded yellow on layout)
1. South Stairwell
 2. Main hall on first floor
 3. Restrooms on first floor
 4. First floor Police Services Area



URBANA CITY BUILDING
400 S. VINE STREET
BASEMENT

Areas for seven day service- (shaded yellow on layout)

1. Police locker rooms
2. Watch Commander's offices
3. Basement hallway

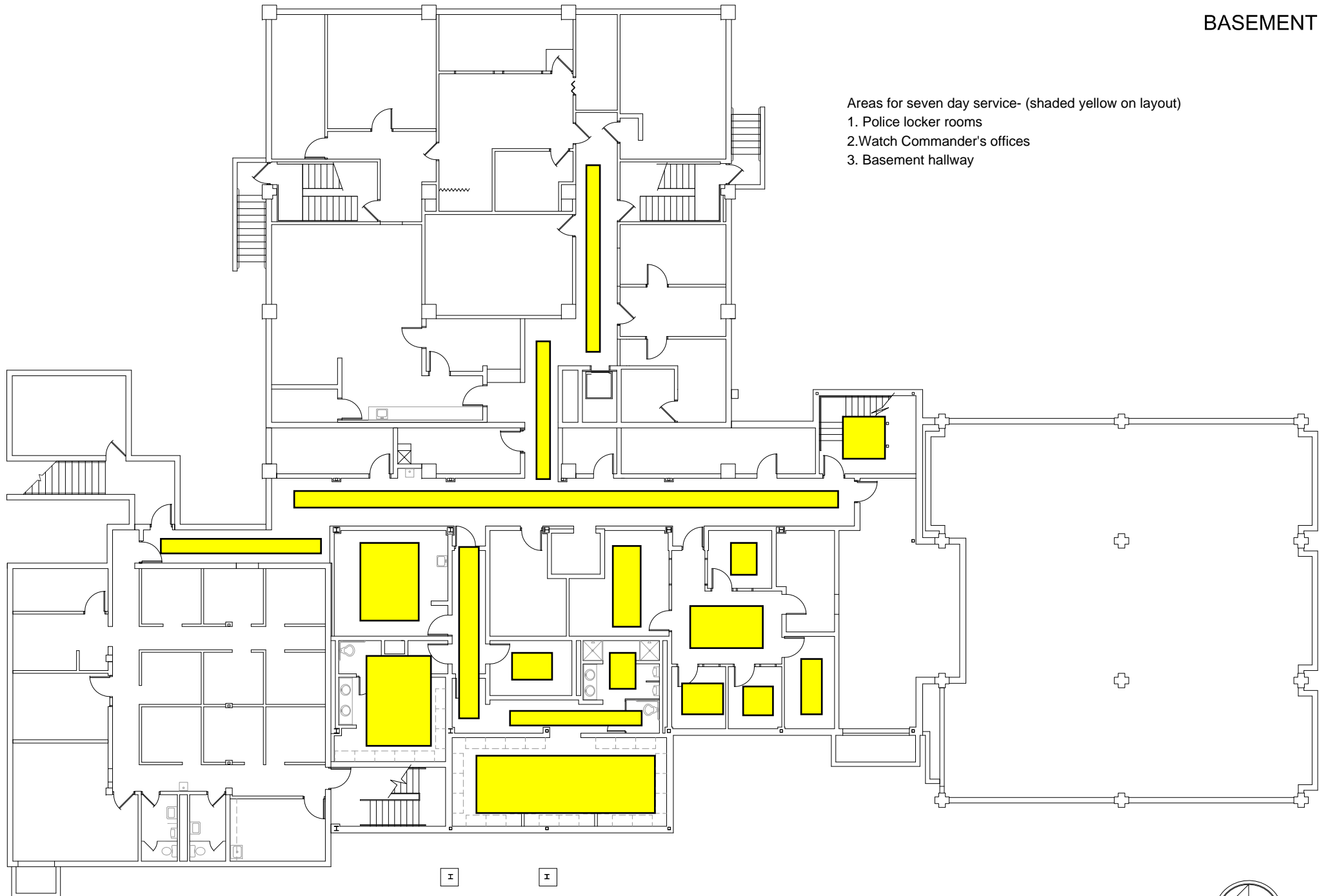


EXHIBIT B

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

4. GENERAL INSTRUCTIONS:

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

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

4.1.2. Guaranteed Bids: All Bids must be guaranteed and the City will not accept conditional or qualified Bids unless provided otherwise in this Invitation to Bid.

4.1.3. Completion of Forms: All blank spaces in any form document included in the Bid 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 Bid must initial any changes or corrections made on the Bid if changes are made by typewriter or indelible ink after printing.

4.1.4. Authorization to Submit Bid: A responsible person must sign the Bid and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Bid on behalf of the Respondent.

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

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

4.2. BID CONTENT AND FORMAT:

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

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

Respondent must also specify contact person and his/her 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 Bid 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 City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

4.2.3. Pricing Information:

4.2.3.1. The Bid must include a price quote. In the event that the aforesaid includes components or discrete parts, the Bid must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. 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.

4.2.3.3. 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 Bid, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

4.2.3.4. All prices must be guaranteed for a period of 45 days.

4.2.4. References: Respondents must provide references as outlined in the specifications. 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 and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

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

4.3 SUBMITTING BIDS:

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

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

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

- 5.1. PUBLIC OPENING OF BIDS:** The City will conduct a public opening of the Bids 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' Bids will be disclosed at this time.
- 5.2. TREATMENT OF BIDS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Bids, the Bids will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing "proposals and bids for any contract."
- 5.3. EVALUATION CRITERIA:** The City will evaluate the Bid(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Bids 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 Bid.
- 5.3.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the City 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 City will consider the aggregate price and, if provided, component pricing included in each Bid.
- 5.3.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience and staffing capability of the Respondent in PROVIDING THE MATERIALS AND SERVICE as requested in this Request.
- 5.3.4.2.** To the extent the City 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 City
- 5.3.4.3.** Completion and approval of the Respondents EEO paperwork.

5.4. INVESTIGATIONS: The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Bid 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 City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

5.5. DEFAULT ON OBLIGATIONS TO CITY: No Bid 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 City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.

EXHIBIT D

SECTION 8 – GENERAL LEGAL MATTERS

8.1. RIGHTS TO BIDS AND SUPPORTING MATERIALS: All Bids and related information provided by Respondents shall become the property of the City 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 Bid or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Bid shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:

8.2.1. Application of Freedom of Information Act After Award: Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Bids 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.

8.2.2. Confidential Information: A Respondent may not designate an entire Bid as confidential in order to avoid having it produced in response to the City'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 Bid as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Bid that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City 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 Bid shall not supersede the City's legal obligations under FOIA.

8.2.3. Confidential Bids: The City will neither accept nor consider any Bid which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

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

8.2.5. Costs of Claiming Confidentiality: Each Respondent shall be responsible for any costs which the City incurs in defending a request for Bid information which the Respondent has marked as "CONFIDENTIAL INFORMATION." In the event that the City receives a FOIA request which seeks disclosure of that portion of a Bid which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General's Office, as the case may be.

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

8.3. COSTS OF SUBMITTING BID: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Bid.

8.4. LAWFULNESS OF SUBMISSION OF BID: By submitting his/her Bid, the Respondent represents and warrants that the Respondent –

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

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

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

8.4.4. No Bribery: Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

8.5. TAXES; AUTHORIZATIONS:

8.5.1. City Tax Exemption: By law, the City 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 City's tax-exempt number will be furnished upon the Successful Respondent's request.

8.5.2. 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 City 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 City. 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.

8.6. USE OF CITY'S NAME: No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

8.7. CONTRACT DOCUMENTS: The Successful Respondent shall be required to enter into a Contract with the City.

8.7.1. Successful Respondent Supplied Contract: If a Respondent, if selected as the Successful Respondent, expects the City 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 Bid. Nothing herein shall require the City to accept the terms of such agreement form.

8.7.2. City-Supplied Contract Form: If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City 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 City's Request and Successful Respondent's Bid to which the City and Successful Respondent agree.

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

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

8.7.3.2. Payment: 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 Public Works Department of the City of Urbana, Illinois.

8.7.3.3. Specifications/Change orders: The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent. 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 Contractor'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 Contractor 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.

8.7.3.4. Default and Cure: In case the Contractor fails to furnish materials or to execute work in accordance with the provisions of this Contract, or fails to proceed with or to complete the work within the time specified in this Contract, or otherwise violates the provisions of the Contract, then in any case upon ten (10) days written notice to the Contractor by the Owner, the City of Urbana shall have the right to declare the Contractor in default in the performance of their obligations under the Contract. Said notice shall contain the reason for the Owner's intent to declare the Contractor in default. Unless, within ten (10) days after the Contractor's receipt of said notice, the violation shall cease or satisfactory arrangements shall be made for its correction, the Contractor by written notice may be declared in default and their right to proceed under the Contract may be terminated. Acceptance of performance following a notice of default shall not be deemed, construed or interpreted as a waiver of the default.

The City further reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the City may procure, upon such terms and in such manner as the Public Works Director may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Public Works Director that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

In the event the Contractor is thus declared to be in default, the Owner will proceed to have the work completed and shall apply to the cost of having the work completed any money due the Contractor under the Contract. The Contractor shall be responsible for any damages resulting to the Owner by reason of said default. Notice shall be considered as given by the Owner for purpose of this agreement if mailed by regular mail to the Contractor at the address listed by Contractor on the proposal form

The City of Urbana reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, in the event that sufficient funds to complete the contract are not appropriated by the City of Urbana.

- 8.7.3.5. 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 do execute the Contract
- 8.7.3.6. Costs of Negotiation:** The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.7. Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused 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.
- 8.7.3.8. Insurance Requirements:** The City will specify the minimum insurance coverages required to be in place, with the City named as an additional insured, where appropriate.

8.7.3.9. 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.

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

8.8. Termination of Solicitation Process/No Rights Created: The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Bids, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Bid based solely on lowest price.

8.9. Prevailing Wage Act/ Davis-Bacon Act:

8.9.1. Prevailing Wage Act: Any Contract entered into between the Successful Respondent and the City 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. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Bid. 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.

8.9.2. 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.

8.10. Affirmative Action:

8.10.1. 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 Respondents 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@urbanaininois.us. Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

8.10.2. Veterans Preference: If this Bid 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- REQUIRED FORMS



EXHIBIT E

REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

The BID PROPOSAL shall include the following documents:

- **Bid Proposal Form with Bid Bond attached**
- **References**
- **List of Subcontractors**
- **Equal Employment Opportunity {EEO} Workforce Statistics Form**
- **Vendor Representations and Additional Duties Form (VRAD)**
- **Proposed Cleaning Supplies and Product data**
- **List of all equipment to be used for the performance of duties for the City of Urbana. This includes all hand and power equipment, such as mops, brooms, buckets, vacuum cleaners, buffing machines, and specialty equipment.**

Background check requirement:

Employees shall be subject to such security clearance as the City shall require.

The bidder shall provide with the submission documentation from Urbana Police verifying that a minimum three employees, at least one being supervisory have submitted fingerprints per the instructions below prior to the bid opening date.

Vendor Shall:

- Contact Anthony Weck at (217) 384-2320 or email: weckac@urbanaininois.us for fingerprints
- Vendor shall fill out the fingerprint info for the Fee Applicant Card and bring to Urbana Police Department or mail to: 400 S. Vine St., Urbana, IL 61801, prior to fingerprinting appointment
- Have applicant bring a photo ID or send it to Anthony Weck prior to appointment
- Fingerprinting appointments are 8am-12pm & 1pm-4:30pm, Monday through Friday
- Advise Anthony if the applicant is unable to make their appointment & reschedule
- Remit a check for the number of fingerprints for their employees, payable to ISP
- UPD will send the prints to ISP with the check. **Prints will not be submitted to ISP until full payment in the form of a check is received to accompany the fingerprints**
- Employee clearance from Urbana Police will be a requirement for contract award

EXHIBIT E- REQUIRED FORMS

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

EXHIBIT E- REQUIRED FORMS

PROPOSAL FORM

TO: CITY OF URBANA, ILLINOIS
Department of Public Works
706 South Glover
Urbana, Illinois 61802

RE: CUSTODIAL CONTRACT SERVICES

- 1. The undersigned, having been familiarized with the local conditions affecting the cost of the work, and with the Invitation to Bid Solicitation, Specifications, Drawings, General Instructions, General Legal Matters and any other pertinent documents, hereby proposes 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 required in connection with the work on the referenced project, all in accordance with the Plans and Specifications and other Contract Documents prepared by the City of Urbana, Illinois, for the sum stated below.

Each line should be completed with bid price, or enter “no bid”

Annual base bid for calculating bid bond should be considered as (a+b+c) x 12

Cost proposal 1- Pricing to reflect facilities potentially contracted separately. Bidders my submit pricing on one, two, or all three facilities

Contract Years 1-2

City Complex: (a)\$ _____/month \$ _____/month with Green Seal products

Public Works: (b)\$ _____/month \$ _____/month with Green Seal products

Landscape Recycling Center(c) \$ _____/month \$ _____/month with Green Seal products

Contract Years 3-4

City Complex: \$ _____/month \$ _____/month with Green Seal products

Public Works: \$ _____/month \$ _____/month with Green Seal products

Landscape Recycling Center: \$ _____/month \$ _____/month with Green Seal products

Cost proposal 2- Pricing to reflect cost for three facilities under one single contract

Contract Years 1-2

City Complex: (a)\$ _____/month \$ _____/month with Green Seal products

Public Works: (b)\$ _____/month \$ _____/month with Green Seal products

Landscape Recycling Center(c) \$ _____/month \$ _____/month with Green Seal products

Contract Years 3-4

City Complex: \$ _____/month \$ _____/month with Green Seal products

Public Works: \$ _____/month \$ _____/month with Green Seal products

Landscape Recycling Center: \$ _____/month \$ _____/month with Green Seal products

EXHIBIT E- REQUIRED FORMS

2. The undersigned here 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:

a) **their own workforce:** _____% b) **by subcontractors:** _____%

The undersigned here indicates a single percentage of their overhead and profit to be added to the net credit for job costs for changes in the work required to be performed by:

a) **their own workforce:** _____% b) **by subcontractors:** _____%

3. The undersigned further declares that they have carefully examined the *Proposal, Drawings, Specifications* and *Contract*, and have inspected in detail the site(s) of the proposed work, and have familiarized themselves with all of the local conditions affecting the *Contract* and the detailed requirements of completion, and understand that in making this *Proposal* they waive all rights to plead any misunderstanding regarding the same.
4. The undersigned further understands and agrees that, if this *Proposal* is accepted, they are to furnish and provide all necessary machinery, tools, apparatus and other means of completion, and to do all of the work, and to furnish all of the materials specified in the *Contract*, except such materials as are to be furnished by the Owner, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
5. The undersigned further agrees to execute a *Contract* for this work and present the same to the Owner within fifteen (15) days after the date of *Notice of the Award of the Contract* to them.
6. The undersigned further agrees that they and their surety will execute and present within ten (10) days after the date of *Notice of the Award of Contract* a *performance bond (where required)* and certificate of insurance satisfactory to and in the form prescribed by the Owner, 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 further agrees to begin work July 1, 2022 after the execution and approval of the *Contract* and *performance bond*, unless otherwise provided, and to complete the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the *Contract*.
8. The Contractor shall hold the City of Urbana, its officers, agents, and employees harmless from liability of any nature or kind concerning the undertaking and execution of the *Contract*.
9. The provisions of this *Proposal* apply to any subcontractor of the Contractor if the use of that subcontractor has been approved by the City in writing.
10. Accompanying this *Proposal* is a bank cashier's check, certified check, or bid bond, complying with the requirements of the *Specifications*, and **equal to ten percent of the total annual base bid cost, made payable to the City of Urbana**. The amount of the check or bond is:

_____ Dollars [\$_____]

EXHIBIT E- REQUIRED FORMS

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

Acknowledge the receipt of any issued addendum below (*Please Print Clearly*):

- 1. In submitting this *Proposal*, the undersigned declares that the only person(s) or parties interested in the *Proposal* as principals are those named herein; and that the *Proposal* is made without collusion with any other person, firm, or corporation.

INDIVIDUAL

BUSINESS ADDRESS:

AUTHORIZED SIGNATURE:

(SEAL)

Please Print "Authorized Signature" Below:

Business Phone: _____
Fax Number: _____
E-mail Address: _____

PARTNERSHIP

FIRM ADDRESS:

AUTHORIZED SIGNATURES:

(SEAL)

(SEAL)

EXHIBIT E- REQUIRED FORMS

Business Phone: _____

Fax Number: _____

E-mail Address: _____

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

CORPORATION

BUSINESS ADDRESS:

AUTHORIZED SIGNATURE:

Please Print "Authorized Signature" Below:

Business Phone: _____

Fax Number: _____

E-mail Address: _____

NAMES OF OFFICERS:

PRESIDENT

SECRETARY

TREASURER

ATTEST:

SECRETARY

(SEAL)

EXHIBIT E- REQUIRED FORMS

REFERENCES

The Bidder must list references including firm name, address, telephone number, and contact person for whom the Bidder has supplied the services as specified in this bid document and that has had these services for a period of not less than six (6) months with a service level similar to that of this bid. *(See Section C, on Page 9.)*

1. _____

2. _____

3. _____

4. _____

State number of years in business: _____

State number of current personnel on staff: _____

Signature of Company Official

Firm Name

Print Name of Company Official

Firm Address

City/State/Zip

Date

() _____
Telephone

e-mail address

EXHIBIT E- REQUIRED FORMS

LIST OF SUBCONTRACTORS

Mark one of the boxes below:

- Proposer does not propose to subcontract the work.
- Proposer intends to subcontract certain portions of the work to the individuals/firms listed below:

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

Name of Individual/Firm Submitting Proposal:

Signature of Proposer:

<p style="text-align: center;">CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanaininois.us</p>	Office Use Only (09/15)	
	Requested by:	Date:
	Approved by:	Date:
	Certification Date:	
	Certificate Expiration Date:	

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM

Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana.

Section I. Identification

1. Company Name and Address:

Name:

d/b/a:

Address:

City/State/Zip:

Telephone Number(s) include area code:

Check one of the following

Corporation	Partnership	Individual Proprietorship	Limited Liability Corp.
-------------	-------------	---------------------------	-------------------------

FEI Number:	Social Security Number:
-------------	-------------------------

2. Name and Address of the Company's Principal Office (*answer only if not the same as above*)

Name:

Address:

City/State/Zip

3. Major activity of your company (product or service):

4. Project on which your company is bidding:

5. City of Urbana contact staff assigned to contract:

SECTION II. Policies and Practices

Description of EEO Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income ?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: _____ Title: _____ Telephone: _____ Email: _____		
C.	Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an E.E.O statement is enclosed. You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2455 or hro@city.urbana.il.us.		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana.		
E.	Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
F.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
G.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
H.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
I.	Does the company have collective bargaining agreements with labor organizations?		
J.	If you answered yes to Question "I", have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana?		
K.	Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? (If yes, please complete Table B.)		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? (If yes, you need to complete Table C.)		

SECTION III. Employment Information

IMPORTANT: Please complete the company workforce analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. **You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions. If minorities and females are currently under-represented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.**

TABLE A - TOTAL CONTRACTOR/VENDOR WORKFORCE

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
M = MALE, Column B is sum of Rows D, F, H, J and L. F = FEMALE, Column C is sum of Rows E, G, I, K and M.												
Date of above Data: _____												

SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

Signature

Printed Name and Title

E-mail Address

Date

SECTION V. Verification

Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:

1. **Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?**

YES _____

NO _____

2. **Have you enclosed your company's EEO statement?**

YES _____

NO _____

3. **Have you enclosed your company's Sexual Harassment policy?**

YES _____

NO _____

DEFINITIONS OF TERMS LISTED ON THE WORKFORCE STATISTICS FORM

(See previous Page)

DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race /ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than *one* race/ethnic group. The race/ethnic categories for this report are:

White (Not of Hispanic origin). All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

Black of African-American (Not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.

Hispanic or Latino. All persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander. All persons having origins any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

American Indian or Alaskan Native. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

Officials and managers. Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

Professionals. Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

Technicians. Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales. Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and clerical. Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

Craft workers (skilled). Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled). Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

Laborers (unskilled). Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

Service workers. Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
 - A. _____ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
 - B. _____ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance 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.*).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 *et seq.* The prevailing wage rates are established and revised by the Department of Labor and are available at www.state.il.us/agency/idol/rates/rates.htm.

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor:

By: _____

Printed name:

Title:

Date:

State of

County of

Signed and sworn (or affirmed) to before me on _____ (date)

by _____ (name of person making statement).

(seal)

Signature of notary public