



# **La Grange Public Library**

## **Request For Proposal**

### **For Cleaning Services**

Submit all questions by November 23, 2018 at 5:00pm CST

Please return all Proposals by November 30, 2018 at 5:00pm CST to:

Shelley Alicea, Administrative Assistant  
La Grange Public Library  
10 W Cossitt Avenue  
La Grange, IL 60525  
[aliceas@lagrangelibrary.org](mailto:aliceas@lagrangelibrary.org)  
708.215.3270

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## BACKGROUND

The La Grange Public Library (the “Library”) is seeking proposals for cleaning and related services for the facility, located at 10 West Cossitt Avenue in La Grange, Illinois. The facility is approximately 34,000 square feet and has three floors. It is a heavily-used facility, and the goal of the library is to keep the facility in excellent condition. The cleaning services requested in this proposal are an integral part of that effort.

## TIMELINE

- November 1, 2018 – Request for proposal (RFP) published on Library website.
- November 16, 2018, 10:00 am—Facilities walk-through for interested contractors offered.
- November 23, 2018—Last day to submit questions to RFP contact person
- November 30, 2018—Respondent proposals due by 5:00 pm CST
- December 3, 2018—Proposals opened at La Grange Public Library at 10:00 am CST
- December 18, 2018—Contract award considered at Library Board Meeting

## INSTRUCTIONS

### RFP CONTACT PERSON

Shelley Alicea  
Administrative Assistant  
La Grange Public Library  
10 West Cossitt Avenue  
La Grange, IL 60525  
[aliceas@lagrangelibrary.org](mailto:aliceas@lagrangelibrary.org)

## QUESTIONS AND NOTIFICATIONS

All inquiries, questions or notifications must be sent in writing via postal mail or email and marked “Instructions—RFP for Cleaning Services.” Phone calls will not be accepted. All inquiries shall be directed only to the RFP contact person as shown above. Violations of this provision by respondent or interested parties may result in the rejection of the proposal.

Should the respondent suspect any error, omission, or discrepancy in the RFP, the respondent shall immediately notify Shelley Alicea in writing via postal mail or email. Shelley Alicea shall issue written instructions to all respondents that are to be followed by each respondent. Updated instructions will be posted on the La Grange Public Library website at [www.lagrangelibrary.org](http://www.lagrangelibrary.org).

The Library accepts no responsibility or liability for the accuracy or completeness of this RFP or of any recorded or oral information communicated or made available for inspection by the Library, and no representation or warranty, either express or implied, is made or given by the Library with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Contractor or any other person on this RFP or any other such information as is described in this RFP is solely that of each Contractor. Each Contractor acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, engineering and other advice with respect to the contents of this RFP or any such information as is described in this RFP. Each Contractor who submits a proposal to the Library is deemed to have released the Library from, and waived, any action, cause of action, claim, liability, demand, loss damage cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this RFP. Each Contractor who submits a proposal is deemed to have agreed that it is solely

responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the work required, and to prepare and submit its proposal.

## PROPOSAL SUBMISSION

Proposals must be received no later than 5:00 p.m. CDT on November 30, 2018. Proposals must be submitted electronically in PDF or Microsoft Word format. Files may not be password-protected or copy-protected. Print copies of the proposal may be submitted in addition to the electronic version, but this is optional. Accompanying materials may be submitted in electronic or print form. Include three copies of any print materials.

It is the respondent's responsibility to ensure proposals are received by the closing date and time. Late proposals will not receive consideration.

Proposals must include the following sections in this order:

- A. Contact information. Name, address, FEIN number, phone number, and email address of the respondent.
- B. Corporate profile describing your company, including the number of employees and physical location of current operations offices. Also state whether the corporation or other entity is fully licensed and incorporated or otherwise legally qualified to do business in the State of Illinois.
- C. Key personnel. Identify persons who will assist with the contract. For each person, include the name, title, experience, and periods of service with your firm.
- D. Statement of qualifications. State your experience with similar projects and contract negotiations.
- E. References. Three references from current customers, including name, agency, phone number, and email address of persons to contact, including any libraries currently cleaned.
- F. Pricing and outline of materials and staff:
  - a. A fixed monthly cost for Regular Cleaning Services specified in Appendix B.
  - b. Hourly rates for Other Cleaning Services specified in Appendix B.1.
  - c. An estimate of how many personnel will be in the building, for how long daily.
  - d. A list of tools or equipment that might need to be stored on Library premises.

## EVALUATION

Although no weighted value is assigned, consideration will be given to the following issues, among others:

- Cost
- Adequacy and completeness of proposal
- Respondent's understanding of the project
- Compliance with the format, terms and conditions of the RFP
- Experience in providing like services
- Methodology to accomplish tasks
- Respondent's ability to provide the services required, including financial stability
- Respondent's qualifications and references

The Library reserves the right to reject any or all proposals, or any part thereof, make counter proposals and/or engage in negotiation with any or all Contractors making a proposal in order to obtain the required and appropriate services at a cost acceptable to the Library and in its sole judgment will best serve the interests of the Library. The Contractor's qualifications cost and proposal as to the work will be considered in awarding the work. The Library reserves the right to expand the response period, including but not limited to, to supply further information, to make revisions in the scope of work or to solicit additional proposals from other Contractors. The Library reserves the right to cancel or amend this RFP at any time, without liability for any loss, damage, cost or expense incurred or suffered by any Contractor as a result of that change or cancellation.

Each Contractor is solely responsible for the risk and cost of preparing and submitting its proposal to this RFP, and the Library is not liable for the cost of doing so or obliged to remunerate or reimburse any Contractor for that cost. This RFP does not impose on the Library any duty of fairness or natural justice to any or all respondents with respect to this RFP or the process it creates. The Library is entitled to act in its sole, absolute and unfettered discretion.

In considering any responses delivered in response to the RFP, the Library among other things, reserves the absolute and unfettered discretion to:

- accept or reject any proposal that fails to comply with the requirements set out in the RFP for the content of proposals;
- assess proposals as it sees fit, without in any way being obligated to select any proposal or Contractor;
- assess and select proposals as it sees fit without being obliged in any way to select the proposal that offers the lowest price or cost;
- determine whether any proposal or proposals satisfactorily meet the selection criteria set out in this RFP;
- the right to require clarification after the dates and times set out above from any one or more of the Contractors in respect of proposals submitted;
- the right to communicate with, meet with or negotiate with any one or more of the Contractors respecting their proposals or any aspects of the project;
- reject any or all proposals with or without cause, whether according to the selection criteria set out above or otherwise.

Proposals will be evaluated by representatives of the Library with such other assistance as it might require. Proposals will be evaluated based on demonstrated experience and qualifications of the firm, the proposed cost for the work, and the availability and capacity of the firm to perform the work in a timely manner.

## CONDITIONS OF THE CONTRACT

All files, records, documents, and similar items relating to the business of the Library, whether they are prepared by the respondent or come into the respondent's possession in any other way, are and shall remain the exclusive property of the Library. The respondent shall not misuse, misappropriate, or disclose any of the facts or materials described herein, directly or indirectly, either during the term of the contract or at any time thereafter.

The Contractor will independently perform all services specified in the Contract, except as provided herein. The Contractor shall have sole control over the manner and means of providing the work and services performed under the Contract including the selection and use of any Subcontractors used in the performance of the required services. The Library's relationship to the Contractor under the Contract shall be that of Independent Contractor. The Contractor will not be considered an agent or employee of the Library for any purpose. Contractor will not hire Library employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services, except with the prior written approval of the Executive Director. The Library shall have no responsibility to any Subcontractor employed by a Contractor for performance of work on the Project, and all Subcontractors and material suppliers shall look exclusively to the Contractor for any payments due. The Library will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. Every Subcontractor shall be bound by the terms and provisions of the Contract as far as applicable to their work. The Contractor shall be fully responsible to the Library for the acts and omissions of its Subcontractors, and shall ensure that any

Subcontractors perform in accordance with the requirements of the Contract. Nothing contained herein shall create any contractual or employment relations between any Subcontractor and the Library. The Contractor is solely responsible for the safety procedures, programs and methods of its employees and agents and shall hold the Library harmless for any and all damages resulting from violations thereof. The Contractor shall comply with all applicable federal, State and local safety laws and regulations. The RFP is solely a request for expressions of interest and statements of qualifications. It is not an invitation for tenders, an offer to contract, or an invitation for offers capable of acceptance to create a contract. No contractual or other legal obligations or relations between the Library and any other person can or will be created hereunder. The Library will contract for the services directly. The contents of the proposal of the successful respondent (if any) shall become contractual obligations binding on the successful respondent if a contract is issued by the Library.

Certain conditions are unacceptable to the Library, including, but not limited to, the following:

- Governing law other than the State of Illinois
- Clauses requiring the Library to indemnify or hold harmless the successful respondent
- Clauses that unduly restrict or place unreasonable claims of ownership on data which are the subject of the agreement/contract
- Clauses relating to requiring the Library to enter into reimbursement arrangements relative to attorney's fees
- Payment terms of less than thirty (30) days

## COMPLIANCE WITH REQUIREMENTS

Each respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. The respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself or take advantage of any errors or omissions in the description of the proposed library delivery services.

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, county and local government, which may in any manner affect the preparation and submittal of the RFP, the contract with the Library and the performance of the work, including but not limited to all of the applicable provisions of the Illinois Prevailing Wage Act, the Illinois Human Rights Act and the Federal Occupational Safety and Health Act, and any standards and regulations issued thereunder, and shall certify that all services furnished pursuant to its proposal will conform to and comply with said standards and regulations. Neither the Contractor nor its Subcontractors shall engage in any prohibited form of discrimination in employment as defined in the Illinois Human Rights Act. The Contractor shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all Subcontractors shall comply with all requirements of the Illinois Human Rights Act including maintaining a sexual harassment policy and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under the contract.

These requirements also apply to all Subcontractors hired by the primary respondent.

## COST OF PREPARING PROPOSAL

The cost of developing and submitting the proposal is entirely the responsibility of the respondent. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

## PREPARATION OF PROPOSAL

By submitting its proposal to the Library, each Contractor represents and warrants to the Library that the information in its proposal is accurate and complete. The Library has the right to rely on any information and price quotes provided by respondents. The respondent shall be responsible for any mathematical error in price quotes. The Library reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other respondent, competitor or interested party.

## COMPETITION

The purpose of this RFP is to seek competition. The respondent shall advise the Library if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the RFP contact person no later than five (5) business days prior to the response due date.

## PROPOSAL DISCLOSURES

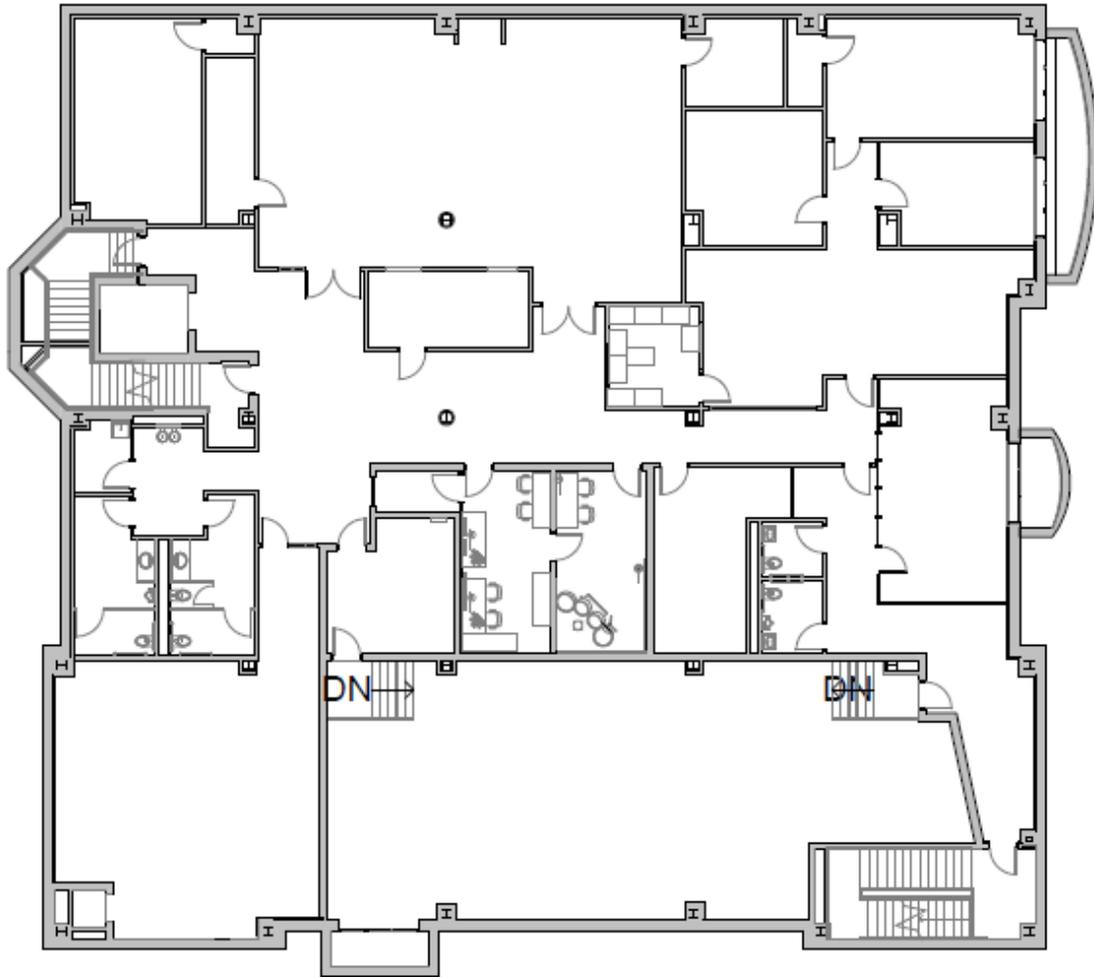
All information submitted is subject to the Illinois Freedom of Information Act (5 ILCS 140) and other applicable laws and rules. Respondents claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer clearly labeled "Confidential Information." Although the Library does not guarantee that information contained in any proposal will remain confidential, if Contractor considers that any part of its proposal is proprietary, including by reason of its being copyright, the proposal must clearly identify those portions of it that are considered proprietary.

At the time of response opening, only the names of those who submitted proposals shall be made public information. No price information will be released. Results will not be given to individuals over the telephone. Results may be obtained after the contract is awarded.

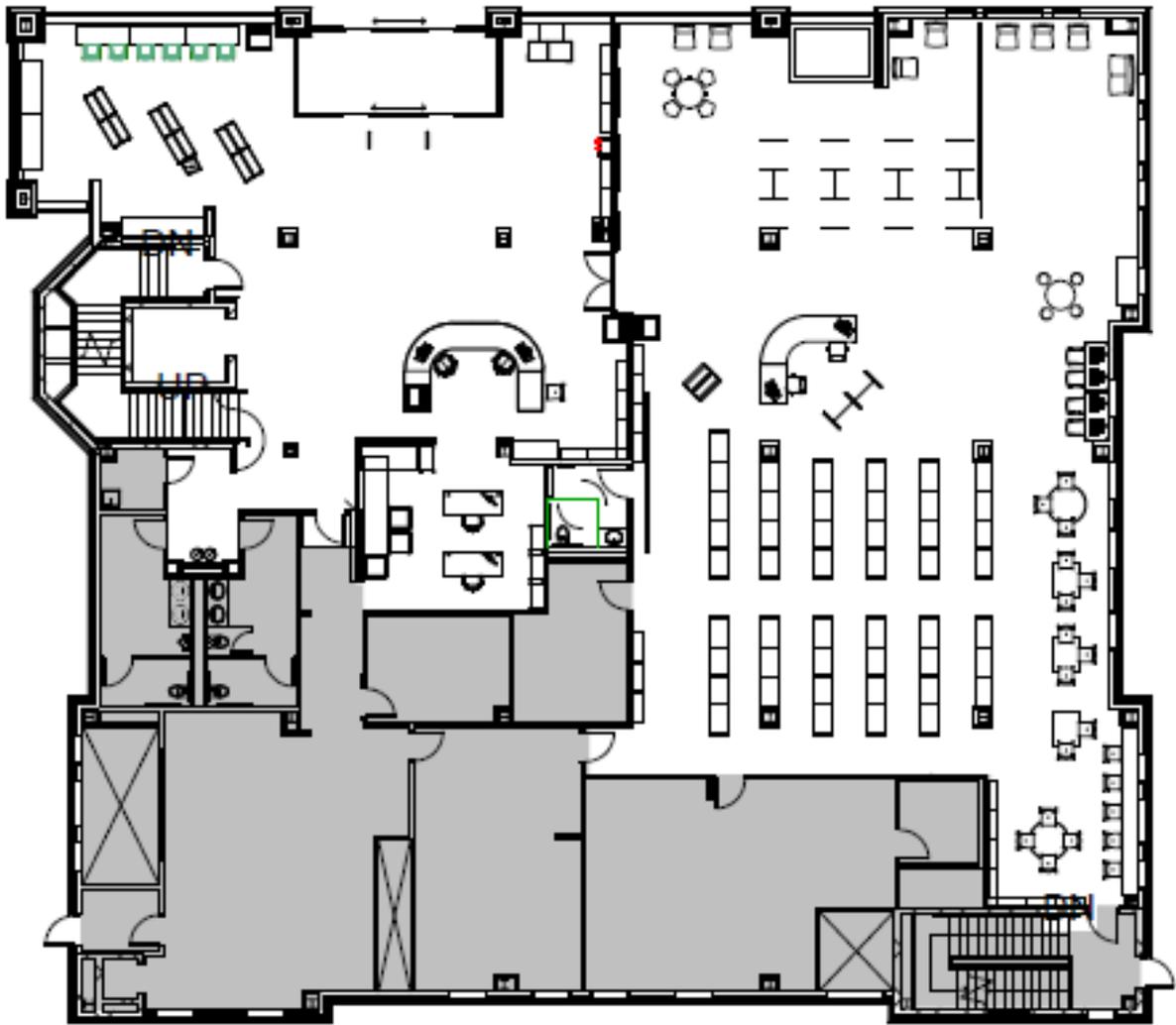
## PROPOSAL TERM

Prices, terms and conditions for the proposed services must be kept firm for at least 90 days after the deadline to submit proposals. Proposals for periods of less than 90 days may be considered nonresponsive and, therefore, may be rejected.

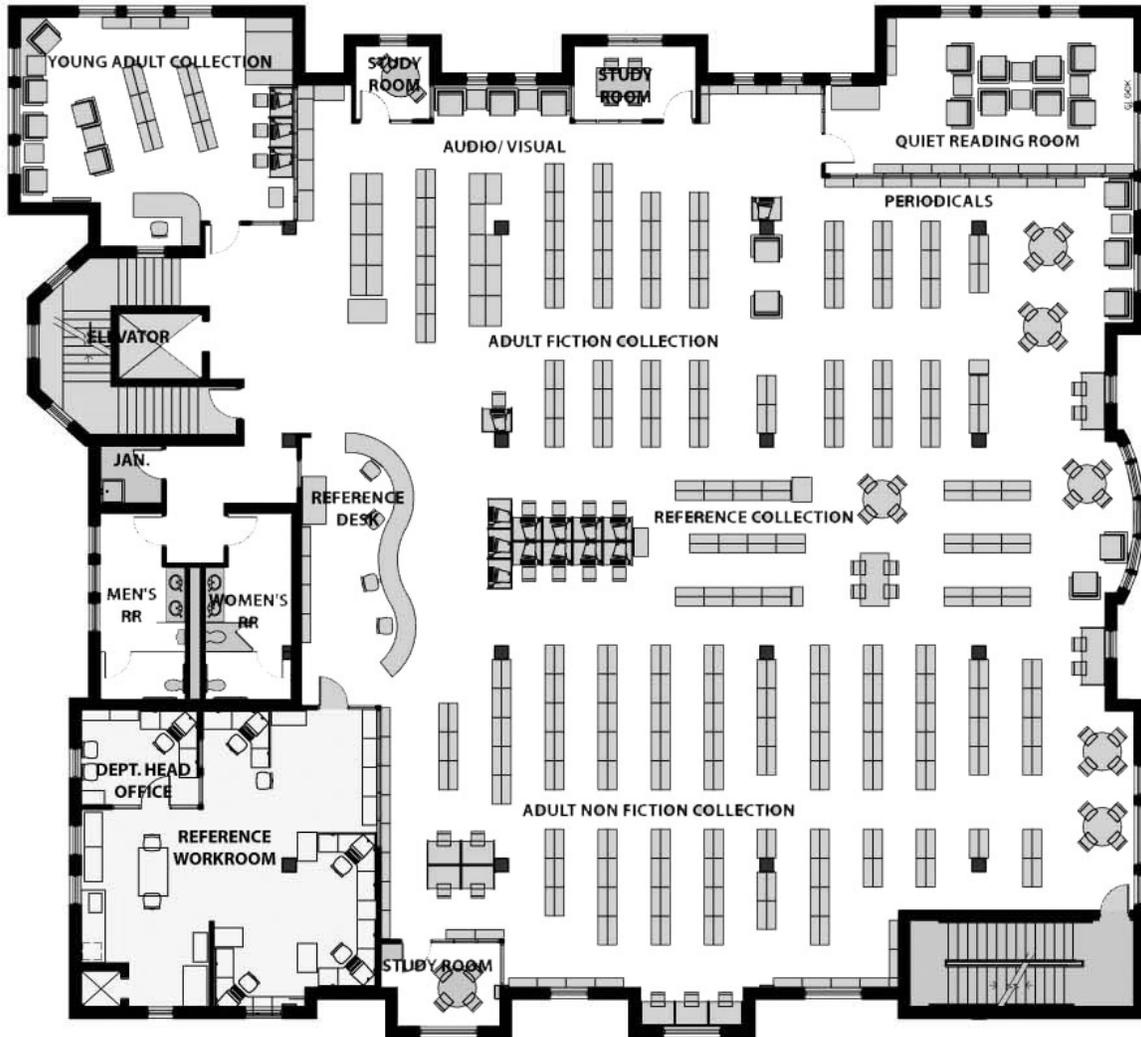
**APPENDIX A**  
**LIBRARY FLOOR PLANS**



① lower level plan 1"=30'-0"  
1" = 30'-0"



**First Floor Plan**



**Second Floor Plan**

## APPENDIX B REGULAR CLEANING SERVICES SPECIFICATIONS

### DAILY REQUIREMENTS

1. Empty shredders into recycling. Empty all waste/ recycling receptacles and put in appropriate dumpsters. Replace liners and wipe receptacles as needed. Empty and reline the outside waste containers and empty and clean the outside cigarette butt urns.
2. Dust all furniture tops in all areas, including computer workstations. Dust tops of computers and monitors but not screens or keyboards. Dust all window sills in public spaces with particular attention to second floor stairwell windows.
3. Spot clean any spills or markings especially on tables in public areas and meeting rooms.
4. Vacuum carpeting and pick up any debris in all areas, including meeting rooms. Vacuum staff offices every other day. Move seating and small tables as needed to vacuum underneath.
5. Sweep and damp mop all uncarpeted floors, including bathrooms, according to manufacturer's directions for the flooring.
6. Clean and sanitize drinking fountains.
7. Clean smudges from all surfaces in elevators including doors, walls, and ceilings. Vacuum and spot wash elevator tracks.
8. Spot clean all glass entry doors and handprints on all lobby interior glass.
9. Spot clean handprints on all interior doors, around door frames, and around light switches.
10. Keep janitor closets neat and orderly.
11. Clean and sanitize bathroom wash basins, urinals and toilets. Polish mirrors. Clean splash marks from partitions, walls and doors. Clean graffiti when notified by Library.
12. Clean and sanitize inside and outside of baby changing tables.
13. Refill bathroom dispensers with soap, toilet paper, and paper towels, to be supplied by Library. Inform staff when additional supplies need to be ordered.
14. Wash staff lounge counters, tables, seats, cabinet fronts, sinks, outside of appliances and inside of microwave ovens.
15. Spot clean staff lounge garbage cans and spot wash walls, especially over countertops and near garbage cans.
16. Wipe and sanitize baby toddler play area.
17. Clean interactive wall units and play tables in Children's area.
18. Damp wipe all public tables, including computer tables and meeting room tables.
19. Walk around the Library grounds outdoors and pick up and dispose of any trash.

### WEEKLY TASKS

1. Dust office equipment in public and staff areas (excluding monitor screens and keyboards), sills, ledges, baseboard trim, window ledges, molding, pictures, wall hangings and artificial plants as high as can be reached from floor level.
2. Damp wipe telephones, keyboards, and mice.
3. Vacuum/mop public stairwells. Damp wipe public stairway handrails.

## MONTHLY TASKS

1. Thoroughly clean drinking fountains and washrooms, including washing stalls and tile walls, machine scrubbing floors and scouring hard water stains from sinks, toilets and urinals.
2. Vacuum under staff and public desks and workstations. Vacuum perimeter edges, corners, under baseboards, etc.
3. Sweep emergency stairwell floors. Dust/damp wipe all emergency stairwell railings, safety equipment and doors.
4. Thorough dusting of all book and AV shelves throughout the building. (Recommend dusting a few sections each day, in rotation.)

## QUARTERLY TASKS

1. High dust all public and staff areas not reached in nightly cleaning, including tops of book stacks, tall cabinets and shelves, and door closers.
2. Vacuum all upholstered furniture.
3. Vacuum ceiling ventilation grills and hanging signs.
4. Dust/vacuum light fixtures.
5. Detail clean all restrooms to include completely wiping all walls, cleaning all grout, and thoroughly cleaning all fixtures.
6. Wipe down light switches and surrounding walls.
7. Wash public entry door metal frames.
8. Wash elevator wall and ceilings.
9. Dust sprinkler heads.
10. Dust and wipe down all window blinds.

## APPENDIX B.1 OTHER CLEANING SERVICES

Contractor shall give hourly rates for the services listed below. Such services shall be rendered as requested by Library. Charges for such services shall be itemized separately from the regular cleaning service charge in the monthly billing.

1. Provide emergency clean up when notified by Library. Using appropriate sanitation methods for bodily fluids or human waste, clean the area in a prompt and timely manner. Carpet cleanup is to be done by water extraction method. \$\_\_\_\_\_ per hour

2. Spot treat, shampoo and steam extract upholstered seating.     \$\_\_\_\_\_ per hour
3. Buff tile floors throughout (including bathrooms).     \$\_\_\_\_\_ per hour
4. Deep clean recycled flooring in Member Services workroom.     \$\_\_\_\_\_ per hour

## APPENDIX C CONTRACT

### Article I

#### General Conditions

All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of the Library. Contractor shall provide competent, suitably qualified personnel to perform the work as required by this Contract. Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. Contractor shall at all times maintain good discipline and order at the work site. The Contractor's personnel shall, at all times present a neat appearance and shall be trained to handle all contact with Library patrons or Library employees in a respectful manner. At least one member of the crew on site at all times must be able to converse, read and write instructions and directives in English. At the request of the Executive Director or a designee, the Contractor shall replace any incompetent, abusive or disorderly person in its employ. The Contractor shall employ competent supervisory personnel who have experience in all facets of the tasks to be rendered under this agreement. The Contractor's personnel shall be carefully interviewed, screened, reference-checked and covered by bond.

The Contractor shall furnish all necessary, appropriate, tested and approved implements, machinery, professional cleaning supplies, and materials for the satisfactory performance of all specified services. The Library shall provide sufficient space in the building to the Contractor for the storage of cleaning materials, implements and machinery.

The Contractor or personnel of the Contractor are responsible for arming and disarming the alarm systems and unlocking and locking doors during the performance of this contract. The Contractor is responsible for any theft or tampering by their workers or as a result of the Contractor's failure to properly secure the alarm systems and doors.

The Contractor agrees not to use the name of the Library in advertising or for any other commercial purpose without the prior written approval of the Library. The Contractor may be required to acknowledge sponsorship of work performed under the Contract.

- 1) The Contractor and Subcontractor shall not display any signs, posters, or other advertising matter in or on the work or on or around the Library property without the specified approval in writing by the Library.
- 2) In addition, no advertising copy mentioning the Library or quoting the opinions of any of its employees may be released unless such copy is approved in writing by the Library before release.

Communication between the Library and the Contractor shall be by e-mail or by written notes posted on the inside of the first floor janitor's closet door to communicate specific daily instructions or needs. A response from the Contractor is required to any written communications. Meetings between the Contractor and the Library shall be scheduled at regular intervals on a mutually agreeable frequency.

Contractor shall insure that all personnel and/or agents shall abide by all safety rules and regulations which may be adopted from time to time by either the Library or the Contractor as are relevant to the cleaning operations.

Contractor's personnel shall not disturb papers on desks, tables, cabinets, etc., nor shall they in any way utilize La Grange's office or other equipment; including telephones, calculators, computers, copy machines, FAX machines, coffee makers, etc. The exception would be the use of the library phone to dial into the Contractor's time and attendance equipment.

Contractor's paid personnel shall not be accompanied by any non-paid personnel, including family members or children of paid personnel.

Contractor's personnel shall not smoke or drink alcohol within the Library facility.

Inspections shall be scheduled at least quarterly and reviewed with Library's representative.

Before commencing the work, the Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Library by registered mail. Before starting work hereunder, Contractor shall deposit with Library certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation insurance, in compliance with the laws of the State of Illinois, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) The Library shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. The form of said certificate of insurance shall be in a form that is acceptable to the Library.

Contractor shall furnish Worker's Compensation Insurance in limits as prescribed by Illinois statutes, and Bodily Injury and Property Damage Insurance with coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate. Contractor is required to furnish Automobile coverage and Umbrella Liability Insurance coverage in the amount of \$1,000,000.

Contractor shall pay payroll taxes and other taxes levied against payrolls by municipal, state and federal agencies when due.

Contractor shall not subcontract any portion of the services to be rendered under this Agreement, nor assign this Agreement in any manner without written approval of the Library.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs for any damage for which the Contractor is liable. The Library shall determine if appropriate restitution is a repair or a replacement or a full reimbursement.

Library may decline to pay an invoice, in whole or in part, to the extent Library decides it is necessary to protect it from loss due to any of the following:

- (i) Breach by Contractor of any of its obligations under this Contract (including the costs to Library of remedying the breach (whether by replacing or repairing the work or otherwise) and all other costs directly attributable to other services that are required to be performed in connection with remedying such breach);
- (ii) Third party claims filed or reasonable evidence indicating probable filing of such claims;
- (iii) Contractor's failure to properly pay Subcontractors or to properly pay for equipment, materials or labor;
- (iv) Damage to Library's or another's property where such damage arises out of the actual or alleged willful misconduct or negligent acts or omissions of Contractor and Subcontractors or their agents, employees or any other person to whom, directly or indirectly, Contractor or any Subcontractor may be liable;
- (v) Reasonable evidence that the work will not be completed within the time requirements specified in this contract or for the balance of the contract price then unpaid;
- (vi) Unsatisfactory work performed; or
- (vii) Incomplete, inaccurate, or unauthorized billing.

If the Contractor should neglect to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Library, after ten (10) days' written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

Contractor shall complete and execute the Certifications attached to this Agreement prior to the Agreement becoming effective.

**Article II**

Areas to be Covered

The entire premises of the Library including all library areas, bathrooms, office areas, entranceways, and lobbies, stairways, elevators, staff lounge, mechanical areas, meeting rooms and “back of the house” areas. Floor plans are provided for reference in **Appendix A – Library Floor Plans**, said Exhibit to be considered as an integral part of the Contract. Excluded areas are the elevator shafts and the elevator pits.

**Article III**

Cleaning Specifications

Contractor shall render daily general cleaning services in accordance with the specifications attached hereto as **Appendix B – Cleaning Specifications**, said Exhibit to be considered as an integral part of this Contract. The Contractor will provide a monthly record of completed tasks.

**Article IV**

Schedule of Services

Contractor shall render service as specified seven (7) days per week, Sunday through Saturday except on days when the Library is closed. Days that the Library may be closed are determined once a year. The Library will advise Contractor of days when the Library is closed at that time.

Services are to be rendered daily beginning either when staff are present in the building at least one hour prior to opening in the morning or at least one hour prior to closing in the evening. Any services completed during Library service hours should be those that minimize disruption to any staff or public in the space. The cleaning time will be set by agreement between all parties involved and may not be changed by the Contractor without expressed permission of the Executive Director.

The Library’s current service hours are:

Monday – Friday 9:00am – 9:00pm  
Saturday 9:00am – 5:00pm  
Sundays (Labor Day through Memorial Day) 1:00pm – 5:00pm

Contractor shall provide the Library with a schedule outlining the days and/or the weeks and/or the months when regularly scheduled periodic services other than the daily and weekly tasks shall be rendered.

**Article V**

Charges

Contractor shall render all services as specified to the complete satisfaction of the Library for charges as detailed below:

All Regular Cleaning Services specified in Appendix B, for the annual sum of:

Year 1 \$\_\_\_\_\_ at \$\_\_\_\_\_ per month.  
Year 2 \$\_\_\_\_\_ at \$\_\_\_\_\_ per month.  
Year 3 \$\_\_\_\_\_ at \$\_\_\_\_\_ per month.

Services specified in Appendix B.1 Other Cleaning Services will be billed at the rates quoted in the Appendix.

**Article VI**

Hold Harmless

Contractor will hold harmless and indemnify the Library, together with its respective officials, officers, employees, including its past, present, and future board members, elected officials and agents with counsel of the Library's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated in whole or in part by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents.

Contractor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from Contractor's work under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor expresses, understands and agrees that any performance bond or insurance policies required by the contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Library, its officials, agents and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor, by virtue of this contract as shall be considered necessary in the judgment of the Library may be retained by the Library to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that extent shall have been furnished to the satisfaction of the Library.

Contractor agrees to defend promptly and diligently at its sole cost and expense any such claim, action or proceeding brought against the Library and/or its agents, or against the Library and Contractor jointly or severally (a) arising out of or connected with any of the work performed under this Agreement; or (b) by any employee or former employee of Contractor arising out of or based upon the law regulations, requiring contract or award relating to the hours of any such employment, working conditions, and/or wages or compensation of such employees.

Contractor also agrees to carry Worker's Compensation Insurance for all its employees as required by law and to furnish a certificate of such insurance. In addition, Contractor will conform to the current provisions of the Occupational Safety and Health Act and any other applicable federal, state or municipal laws and regulations.

It is especially understood and agreed that the foregoing provisions of the Article will survive the termination of this Agreement.

**Article VIII**

Agreement Term

This Agreement will be effective on \_\_\_\_\_, 2019 through December 31, 2021. The Library reserves the right to continue the contract for a fourth year at terms mutually agreeable to the Library and the Contractor, but not to exceed an increase of more than 5% of the annual amount of year three of the original contract.

However, the Library and Contractor reserve the right to cancel this Agreement at any time, with or without cause, subject to thirty (30) days prior written notice.

This Contract shall not be amended, modified, altered or changed except by mutual agreement confirmed in writing by each party to this Contract. Contractor agrees to waive any and all claims for adjustment in regard to any services performed without prior receipt of an appropriate written amendment.

In Witness whereof, the parties herein have caused their corporate names to be subscribed this day and year above written.

**La Grange Public Library**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contractor**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Additional Required Documents

Contractor must complete in full and submit the following documents with the signed Agreement. Failure to submit or properly complete any of the documents can cause the bid to be incomplete. Incomplete bids may disqualify the bidder from consideration by the Library in awarding the Contract.

- Contractor's Certification
- Contractor's Drug-Free Workplace Certification
- Indemnity Hold Harmless Agreement

**LA GRANGE PUBLIC LIBRARY  
CONTRACTOR'S CERTIFICATION**

- (1) Pursuant to P.A. 85-1295 (720 ILCS 5/33E-1 *et seq.*) the undersigned contractor hereby certifies to the \_\_\_\_\_ Library that the Contractor is not barred from bidding on the contract as a result of violation of either Section 33 E-3 or 33-4 or that Act.
  
- (2) The Contractor further certifies that the Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or,
  - a) Is contesting such liability or the amount of tax in accordance with procedures established by the appropriate revenue act, or
  - b) has entered into an agreement with the Department of Revenue for payment of all taxes due and is in compliance with that Agreement.
  
- (3) The Contractor hereby certifies that the Bidder is in compliance with the Title 7 of the 1964 Civil Rights Act as amended and the Illinois Human Rights Act, and the Immigration Reform and Control Act, as amended. With regard to the Illinois Human Rights Act, the Contractor and its Subcontractor shall not engage in any prohibited form of discrimination in employment as defined in that Act and with regard to the Immigration Reform and Control Act. Contractor may not knowingly obtain the labor or services of an unauthorized alien. The Contractor, not the Library, must verify eligibility for employment as required by the Immigration Reform and Control Act.
  
- (4) The Contractor does hereby certify pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) that it has a written sexual harassment policy that includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) an internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and Human Rights Commission; (vi) direction on how to contact the Department of Human Rights and Human Rights Commission; and (vii) protection against retaliation.
  
- (5) Contractor shall purchase and maintain such insurance as will protect it from claims which may arise out of or result from Contractor's work under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
Primary Contact (Signature), Title

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Area Code & Phone)

**LA GRANGE PUBLIC LIBRARY  
CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to: 30 ILCS 580/1 et. seq. ("Drug-Free Workplace Act"), the undersigned Contractor hereby certifies to the Library that it will provide a drug-free workplace by:

- A. Publishing a statement:
  - 1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or in use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace.
  - 2. Specifying the actions that will be taken against employees for violations of such prohibition.
  - 3. Notifying the employees that, as a condition of employment on such contract or grant, the employee will abide by, the terms of the statement:  
and
- B. Notifying the Library of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction:
  - 1. Establishing a drug-free awareness program to inform the employees about:
    - a. The dangers of drug abuse in the workplace.
    - b. The Contractor's policy of maintaining a drug-free workplace.
    - c. Any available drug counseling rehabilitation and employee-assistance program.
    - d. The penalties that may be imposed upon employees for drug violations.
  - 2. Making it a requirement to give a copy of the statement required by subsection (A-3) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
  - 3. Notifying the Library within 10 days after receiving notice.
  - 4. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by an employee who is so convicted, as required by the: "Drug-Free Workplace Act".
  - 5. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

Failure to abide by this certification shall subject the Contractor to the penalties provided in the "Drug-Free Workplace Act."

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
(Notary Public)

EXHIBIT  
**INSURANCE CERTIFICATE**