City of Madison CONTRACT FOR PURCHASE OF SERVICES

1.	PARTIE This is a hereafte		een the City of Madiso	on, Wisconsin, hereafter referred to	o as the "City" and <u>Enviro</u>	nment Control of WI, Inc
		ntractor is a: pleted by contractor)	Corporation Sole Proprietor	☐ Limited Liability Company ☐ Unincorporated Association	☐ General Partnership ☐ Other:	☐ LLP
2.	PURPO The purp		tract is as set forth in	Section 3.		
3.			AND SCHEDULE OF the following services a	PAYMENTS. and be paid according to the follow	ing schedule(s) or attachm	ent(s):
	Attachm	ent A: Scope of	Service from RFP 870	02-0-2018-BO Custodial Services		
	Attachm	ent B: Cost Prop	oosal			
		nt attached or in		lict between the terms of this Confections of this Contract for Purchase		
4.	TERM AND EFFECTIVE DATE. This Contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this Contract shall be from January 1st , 2019 until December 31st, 2021 with the option to renew for two (2) additional one-year (1) terms, provided that both parties are mutually agreeable.					
5.	ENTIRE AGREEMENT. This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.					
6.	Contract	ASSIGNABILITY/SUBCONTRACTING. Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.				
7.	DESIGN A. B.	this Contract A seven (7) cale forth in Section	signates New as C Agent is replaced by endar days of the time n 15, Notices.	ontract Agent with primary respons another for any reason, the Contr the first terminates his or her em removal or resignation of the perso	actor will designate anoth aployment or responsibility	er Contract Agent within using the procedure set
	Б.			contract agent or may terminate this		
8.	PROSEC A.	constitute auti	er this Agreement sha	all commence upon written order ; unless another date for comme Section 3.		
	В.	The Contractor Scope of Sen Contractor in a because of an to the City, or beyond the coobe extended bethe Contractor Such notice si	r shall complete the so- vices, including any writing that the service y delay attributable to in the event of unavo- ntrol of the Contractor ecause of unavoidable shall notify the City a	ervices under this Agreement within amendments. The Contractor's sees are complete and are acceptable the Contractor, but it may be extended by war, insurrous and time the Contractor belies a delay caused by an unexpected eas soon as possible, but not later cation for an extension of time ar	ervices are completed whole. The time for completic nded by the City in the everection, natural disaster, or eves that the time for composer, or because of a delathan seven (7) calendar disaster.	en the City notifies the on shall not be extended on to fa delay attributable other unexpected event letion of the work should y attributable to the City, ays after such an event.
	C. D.	Services by the Progress report City with each	e Contractor shall proorts documenting the e	peed continuously and expeditiously xtent of completed services shall be on 24 of this Agreement, and at section 3.	e prepared by the Contrac	ctor and submitted to the
	E.	The Contracto have been cor	r shall notify the City in the	n writing when the Contractor has y determines that the services are acknowledging formal acceptance	complete and are accepta	ble, the City will provide

9. AMENDMENT.

This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. EXTRA SERVICES.

The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 23, unless the Contract is amended as provided in Section 9 above.

11. NO WAIVER

No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. NON-DISCRIMINATION.

In the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

13. AFFIRMATIVE ACTION.

A. The following language applies to all contractors employing fifteen (15) or more employees (MGO 39.02(9)(c):

The Contractor agrees that, within thirty (30) days after the effective date of this Contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the Contract is still in effect, or if the City enters into a new Agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this Contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines, shall be provided to the City by the opening date of advertisement and with sufficient time for the City to notify candidates and make a timely referral. The Contractor agrees to interview and consider candidates referred by the Department, or an organization designated by the Department, if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from the above requirements (Sec. 13.A.) at the time the Request for Exemption in 13.B.(2) is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment: The "ARTICLES OF AGREEMENT" beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

NUMBER OF EMPLOYEES	LESS THAN \$25,000 Aggregate Annual Business with the City*	\$25,000 OR MORE Aggregate Annual Business with the City*
14 or less	Exempt**	Exempt**
15 or more	Exempt**	Not Exempt

^{*}As determined by the Finance Director

- (1) <u>Exempt Status</u>: In this section, "Exempt" means the Contractor is exempt from the Articles of Agreement in section 13.B.(5) of this Contract and from filing an Affirmative Action plan as required by Section IV of the Articles of Agreement. The Department of Civil Rights ("Department") makes the final determination as to whether a contractor is exempt. If the Contractor is not exempt, sec. 13.B.(5) shall apply and Contractor shall select option A. or B. under Article IV therein and file an Affirmative Action Plan.
- (2) Request for Exemption Fewer Than 15 Employees: (MGO 39.02(9)(a)2.) Contractors who believe they are exempt based on number of employees shall submit a Request for Exemption on a form provided by the Department within thirty (30) days of the effective date of this Contract.

^{**}As determined by the Department of Civil Rights

- Exemption Annual Aggregate Business: (MGO 39.02(9)(a)c.): The Department will determine, at the time this Contract is presented for signature, if the Contractor is exempt because it will have less than \$25,000 in annual aggregate business with the City in the calendar year. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO SEC. 13.B.(5) UPON REACHING \$25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.
- Release of Payment: (MGO 39.02(9)(e)1.b.) All non-exempt contractors must have an approved Affirmative Action plan meeting the requirements of Article IV below on file with the Department within thirty (30) days of the effective date of this Contract and prior to release of payment by the City. Contractors that are exempt based on number of employees agree to file a Request for Exemption with the Department within thirty (30) days of the effective date and prior to release of payment by the City.

(5)Articles of Agreement:

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this Contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this Contract.

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison (MGO 39.02) including the Contract compliance requirements. The Contractor warrants and certifies that one of the following paragraphs is true

- Contractor_has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.
- Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Madison Common Council.
- Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply
- □ D. Contractor believes it is exempt from filing an affirmative action plan because its annual aggregate business with the City for the calendar year in which the contract takes effect is less than twenty-five thousand dollars (\$25,000), or for another reason listed in MGO 39.02(9)(a)2. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the Contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

- Cancel, terminate or suspend this Contract in whole or in part.
- Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

 Recover on behalf of the City from the prime Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this Contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. SEVERABILITY

It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

NOTICES.

All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Mark E. Benno, Library Facilities Manager 608-235-0758

(Department or Division Head)
201 W Mifflin Street

Madison, WI 53703

FOR THE CONTRACTOR:

David Harris, COO 608-630-9629

2902 Agriculture Drive

Madison, WI 53718

16. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this Contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the Finance Director, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

17. GOODWILL.

Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. THIRD PARTY RIGHTS.

This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. AUDIT AND RETAINING OF DOCUMENTS.

The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

20. CHOICE OF LAW AND FORUM SELECTION.

This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be

a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

21. COMPLIANCE WITH APPLICABLE LAWS.

The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. CONFLICT OF INTEREST.

- A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.
- B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

COMPENSATION.

It is expressly understood and agreed that in no event will the total compensation under this Contract exceed \$\frac{148,798}{148,798} \text{ in Year 1,} \\
\frac{\$151,773.96}{151,773.96} \text{ in Year 2, and \$\frac{154,809.44}{151,809.44} \text{ in Year 3. The total for all three (3) years of service shall not exceed \$\frac{455,381.40}{151,809.44}. Refer to Attachment B for renewal year price increases.

24. BASIS FOR PAYMENT.

A. GENERAL

- (1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 23 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
- (2) The Contractor shall submit invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.
- (3) Should this Agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
- (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
- (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.
- (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.
- (7) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
- (8) The City will not compensate for unsatisfactory performance by the Contractor.

B. SÉRVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

- (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
- (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.
- (3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
- (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**

- A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Contract and all rights of Contractor under this Contract.
- B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this Agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. INDEMNIFICATION.

The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury,

including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's acts or omissions in the performance of this Agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. INSURANCE.

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability

The Contractor shall procure and maintain during the life of this Contract, Commercial General Liability insurance including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than \$1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Automobile Liability

The Contractor shall procure and maintain during the life of this Contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

Worker's Compensation

The Contractor shall procure and maintain during the life of this Contract statutory Workers' Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least \$100,000 Each Accident, \$100,000 Disease – Each Employee, and \$500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than \$1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Madison ATTN: Risk Management, Room 406 210 Martin Luther King, Jr. Blvd. Madison, WI 53703

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

28. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. BAN THE BOX - ARREST AND CRIMINAL BACKGROUND CHECKS. (Sec. 39.08, MGO. Applicable to contracts exceeding \$25,000.)

A. DEFINITIONS.

For purposes of this section, "Arrest and Conviction Record" includes, but is not limited to, information indicating that a person has been questioned, apprehended, taken into custody or detention, held for investigation, arrested, charged with, indicted or tried for any felony, misdemeanor or other offense pursuant to any law enforcement or military authority.

"Conviction record" includes, but is not limited to, information indicating that a person has been convicted of a felony, misdemeanor or other offense, placed on probation, fined, imprisoned or paroled pursuant to any law enforcement or military authority.

"Background Check" means the process of checking an applicant's arrest and conviction record, through any means.

- B. REQUIREMENTS. For the duration of this Contract, the Contractor shall:
 - (1) Remove from all job application forms any questions, check boxes, or other inquiries regarding an applicant's arrest and conviction record, as defined herein.
 - (2) Refrain from asking an applicant in any manner about their arrest or conviction record until after conditional offer of employment is made to the applicant in question.
 - (3) Refrain from conducting a formal or informal background check or making any other inquiry using any privately or publicly available means of obtaining the arrest or conviction record of an applicant until after a conditional offer of employment is made to the applicant in question.
 - (4) Make information about this ordinance available to applicants and existing employees, and post notices in prominent locations at the workplace with information about the ordinance and complaint procedure using language provided by the City.
 - (5) Comply with all other provisions of Sec. 39.08, MGO.
- C. EXEMPTIONS: This section does not apply when:
 - (1) Hiring for a position where certain convictions or violations are a bar to employment in that position under applicable law, or
 - (2) Hiring a position for which information about criminal or arrest record, or a background check is required by law to be performed at a time or in a manner that would otherwise be prohibited by this ordinance, including a licensed trade or profession where the licensing authority explicitly authorizes or requires the inquiry in question.

To be exempt under sec. C.(1) or (2) above, Contractor must demonstrate to the City that there is a law or regulation that requires the hiring practice in question. If so, the contractor is exempt from this section for the position(s) in question.

30. WEAPONS PROHIBITION.

Contractor shall prohibit, and shall require its subcontractors to prohibit, its employees from carrying weapons, including concealed weapons, in the course of performance of work under this Contract, other than while at the Contractor's or subcontractor's own business premises. This requirement shall apply to vehicles used at any City work site and vehicles used to perform any work under this Contract, except vehicles that are an employee's "own motor vehicle" pursuant to Wis. Stat. sec. 175.60(15m).

31. IT NETWORK CONNECTION POLICY.

If this Contract includes services such as software support, software maintenance, network services, and/or system development services and will require a Network Connection the City Network (as defined in the following link), the City's Network Connection Policy found at this link: http://www.cityofmadison.com/attorney/documents/posNetworkConnection.doc is hereby incorporated and made a part of this Contract and Contractor agrees to comply with all of its requirements.

32. AUTHORITY.

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

33. COUNTERPARTS, ELECTRONIC DELIVERY.

This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

CONTRACTOR

	Environment Confrol
	(Type or Rrint Name of Contracting Entity)
	By: Jan Han
	Signature) Havids COO
	(Print Name and Title of Person Signing)
	Date:
	CITY OF MADISON, WISCONSIN a municipal corporation
	By: Paul R. Soglin, Mayor
	Date:
Approved:	Date.
	By:
David P. Schmiedicke, Finance Director	Maribeth Witzel-Behl, City Clerk
Date:	Date:
	Approved as to Form:
Eric T. Veum, Risk Manager	Michael P. May, City Attorney
Date:	Date:
NOTE: Certain service contracts may be executed by	the designee of the Finance Director on behalf of
the City of Madison:	-
Ву:	
Mary Richards Procurement Supervisor	Date

MGO 4.26(3) and (5) authorize the Finance Director or designee to sign purchase of service contracts when all of the following apply:

- (a) The funds are included in the approved City budget.
- An RFP or competitive process was used, or the Contract is exempt from competitive bidding under 4.26(4)(a). The City Attorney has approved the form of the Contract.
- The Contract complies with other laws, resolutions and ordinances.
- The Contract is for a period of 1 year or less, OR not more than 3 years AND the average cost is not more than \$50,000 per year, AND was subject to competitive bidding. (If over \$25,000 and exempt from bidding under 4.26(4)(a), regardless of duration of the Contract, the Common Council must authorize the Contract by resolution and the Mayor and City Clerk must sign, per 4.26(5)(b).)

Emergency Service contracts may also be signed by the designee of the Finance Director if the requirements of MGO 4.26(3)(c) are met.

2 DESCRIPTION OF SERVICES/COMMODITIES

2.1 Background

The purpose of this solicitation is to select a qualified vendor to provide custodial services for seven (7) libraries in the Madison Public Library system with "green," environmentally preferable standards.

2.2 Contract Term

The contract, if awarded, shall cover an initial period of three (3) years, and may, at the discretion of the City, be renewed for two (2) additional one-year (1) terms, provided that both parties are mutually agreeable. Note: Contract renewal is not automatic.

2.3 Scope of Services

Please see Attachment A: Scope of Services for specific duties required at each library branch.

2.4 Cleaning Service

Custodial services provided by the successful bidder are required to be performed in accordance with a "green," environmentally preferable cleaning program.

The City accepts the following cleaning programs:

- Johnson Diversey Healthy High Performance Cleaning (HHPC) A copy can be available upon request.
- Green Seal GS-42:

http://www.greenseal.org/certification/cleaning services gs-42.pdf

Other cleaning programs, including internally developed ones, will be accepted if they are equivalent to those listed above. All programs are subject to review and approval by the City.

If the successful bidder has no program in place, they will be required to implement an acceptable one within thirty days (30) of beginning the contract. The start date will not be delayed to accommodate a vendor(s) developing plans.

IMPORTANT - Contractors must state which environmental cleaning program they will use for this contract. If you already have a program in place submit a copy with the bid. If not, specify that you are currently working on implementing a program and submit the program within thirty days of beginning the contract, as noted above.

The City reserves the right to review the successful bidder's cleaning program and services at any time prior to or during the contract term. If the City finds a vendor noncompliant with the above standards, the contract may be terminated.

2.5 Chemicals

The successful bidder shall supply all cleaning chemicals necessary to properly complete the work specified above.

The City prefers that the Contractor use the same cleaning chemicals and products approved by the City Green cleaning team and shown in this section. If the Contractor chooses to use alternate products, the Contractor must provide a list of those products with corresponding MSDS sheets. Alternate products must meet the following standards:

At a minimum, cleaning products must perform up to the Green Seal Standard for Industrial and Institutional Cleaners (GS-37) and the Green Seal Standard for Floor Care Products (GS-40):

http://www.greenseal.org/certification/standards/gs37.pdf

http://www.greenseal.org/certification/standards/gs40.pdf

Carpet cleaning chemicals are subject to the minimum standards for performance established by the Carpet and Rug Institute (CRI), symbolized by the CRI Seal of Approval. For more information visit:

http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-ofapproval-products/index.cfm

Listed below are chemical cleaning products and their required certification(s). In the far right column are products currently in use with the City of Madison. The successful bidder shall use either these products or equivalents meeting the standards outlined in the preceding paragraphs and required certification listed below. The City and Health

Department reserve the right to request certifications from the successful bidder at any time prior to or during the contract term. If the City and/or Health Department find a vendor noncompliant the contract may be terminated.

CHEMICALS

Description	Required Certification
All Purpose	Green Seal Certified
Glass & Multi-Purpose	Green Seal Certified
Bathroom/Disinfectant/Multi-surface/Floor	Green Seal Certified
Bathroom/Scale Remover	Green Seal Certified
Floor Finish	Green Seal Certified
Floor Stripper	Green Seal Certified
Carpet Cleaner	Green Seal Certified
Carpet Cleaner	Green Seal Certified Or California Code of Regulations, maximum allowable VOC levels And Carpet and Rug Institute Seal of Approval
Carpet Shampoo	Green Seal Certified

Services description for Sequoya Branch Library, 4340 Tokay Blvd.

EACH SERVICE DAY: (urrent Service: M,T, R, F, SAT VESTIBULES: School year Sindays

Spot clean glass to 7 foot height, inside and out
Spot clean metal work, including thresholds, as needed
Spot clean walls, base, benches, displays, as needed
In wet weather/winter, extraction clean(or other method) to remove excess moisture/salt
Fan dry, as needed to remove moisture
Deodarize/treat as needed for excess moisture
Spot clean carpeting to remove stains
Check Food Pantry Barrels for any smelly trash, and remove

LIBRARY:

Empty waste and recycling baskets; clean, as needed. Reline designated baskets.

Dust/clean/disinfect, as needed public desks, counters, table tops, chairs and tabletops, computer stations, self check out stations

Put protective finish, as needed, on designated surfaces

Spot clean interior glass panels, door glass, as needed

Spot clean copiers and printers

Spot clean walls, doors, woodwork to remove noticable fingerprints, smudges, splatters, ink, markings

Lint roll, brush, or wipe upholstery to remove lint, debris, dust as needed

Align displaced fabric webbing on chairs in teen and fireplace areas

Spot clean vinyl bench seating at children's computers

Remove any severe spills or smudges from Interior of windows

Restock Hand Sanitizer Dispensers

Remove stains from carpeting

Vacuum carpeting; pick up/shake, replace, and vacuum matting

Winter: Treat, extract, brush(or other method), as possible ice melt residue at affected areas: such as computer stations, check outs, dvd and holds aisles, catologue PCs, red fireplace chairs

Winter: Fan dry, as possible, to remove excess moisture from matting

Winter: Wetmop with ice melt neutralizer or extract to remove excess ice melt from matting

MEETING AND STUDY ROOMS:

Empty waste and recycling baskets; clean, as needed. Reline baskets. (meeting rooms)
Clean sink, counter, dispensers, and adjacent walls, as needed. (meeting rooms)
Restock dispensers (meeting rooms)
(Spot) clean table tops
(Spot) clean any chairs that library staff indicate need cleaning
Spot clean door glass and glass panels (study rooms)
Spot clean walls and doors, as needed
Remove stains from carpeting

Vacuum carpeting

FAMILY TECHNOLOGY ROOM:

Dust/clean counter
Spot clean glass, as needed
Remove stains from bench seat and chairs, as needed
Remove smudges, stains and particularly colored markings from walls, doors,etc
Spot clean windows to 6 foot height to remove fingerprints, smudges, colored markings
Spot clean carpet
Vacuum carpeting

FRIENDS ROOM:

Vendor does not clean in this room.

DELIVERY ROOM:

Remove recycle bin trash and cardboard to recycle dumpster Spot clean glass door and metal Sweep or dustmop floors, as needed. Wetmop, as needed. Shake/vacuum matting

STAFF OFFICE AREAS:

Empty waste and recyling baskets; clean, as needed Spot clean glass and doors, as needed Spot clean walls, as needed (exclude circulation work room) Remove stains from carpeting Vacuum

STAFF LOUNGE AND HALLWAY:

Empty waste and recyling baskets; clean, as needed. Reline.
Clean table; spot clean chairs and couch, as needed.
Clean sink, counter, cabinet fronts, dispensers, outside of appliances
Restock dispensers
Spot clean walls and door, as needed
Lint roll, brush, or wipe debris, dust from couch, as needed
Spot clean locker fronts, as needed
Remove carpet stains
Vacuum carpeting

RESTROOMS:

Empty waste baskets, feminine hygiene containers; clean, as needed. Reline designated baskets
Clean and disinfect sinks, shelves, dispensers, baby changing stations, urinal, tollets and

seats. Clean foot stool, as needed. Clean mirrors.

Spot clean walls, doors, and stall partitons

Restock dispensers

Remove any vandalism, graffiti (including on ceilings). Report serious instances to library maintenance.

Damp wipe and polish any bright work

Sweep floors. Wetmop/disinfect floors.

Plunge any toilet blockages. Report any toilet or other plumbing problems.

Clean/delime water fountains

Spot clean tile, walls, and doors near water fountains and restrooms, janitor closet

Sweep floor. Wetmop floor.

PATIO:

Clean table tops and chairs, as needed
Pick up/sweep up debris as needed
Rearrange table and chair settings, as needed

EXTERIOR AT PARKING LOT MAIN ENTRY:

Light pick up of trash within 15 feet of entry doors. Sweep, as needed near entries.

OTHER:

Arrange furniture neatly
Secure building, upon leaving. Report any security issues.
Report any needed building repairs.
Order restocking supplies.

TWICE WEEKLY:

LIBRARY:

Dust book shelving canopies at 6 foot or more height

Dust book display shelving surrounding fireplace and recessed built-in wood and glass

shelving

WEEKLY:

VESTIBULES:

Dust. Remove cobwebs.
Clean book drop metal, inside building and outside
Clean door glass and door metal work
Clean exterior glass panels, if weathered, etc. top to bottom

LIBRARY:

Low and medium dusting

Dust book shelves and mobile book display shelving

Spot clean children's area and meeting room windows(also 2 just outside meeting room), on inside

Spot clean to 6 foot height south windows (windows that are floor to ceiling)(except fire-place room), on inside

Dust/wipe corners of cushions of red fireplace area chairs

MEETING AND STUDY ROOMS, FAMILY TECHNOLOGY, STAFF OFFICES AND LOUNGE:

Low and medium dusting
Dust clear areas of desks and furnishings. Remove stains from clear areas of desks, counters
Clean meeting room(s) door glass

RESTROOMS:

Low and medium dusting
Acid clean/descale urinals and tollet bowls

PATIO:

Attempt to remove stains from patio pavers

MONTHLY:

Clean vestibule(s) glass and metal work

Edge vacuum carpeting, as needed - all areas

Remove cobwebs - all areas

Dust top of steel/glass wall partitions

Clean/disinfect phones. Clean receipt printers/cash register

Remove ink/pencil/other stains from book shelving

Spot clean windows, on inside - study rooms and fireplace areas

Winter: Clean or replace(from library stock) matting just inside main doors

JANITOR, NETWORK, AND PERIODICAL STORAGE ROOMS:

Sweep/dustmop floor. Wetmop . Clean janitor sink Spot clean janitor walls, as needed

QUARTERLY:

Dust/clean return air grilles - all areas

Clean windows: Spring and Fall: All windows, on Inside. Condo Assoc. does outsides
Summer and Winter: South floor-to-ceiling windows, inside and out
All other library, meeting & study: Inside to 6 ft

Note: Fireplace Area windows above 12 foot are library responsibility

Clean interior glass panels, top-to-bottom

Vacuum upholstery

Damp clean clear areas of book shelving (staff office, storage, delivery rooms)
Extraction clean main vestibule, copier, holds, circulation, audio-visual and teen
areas, circulation work area, and meeting rooms. Rinse.

Selective, but more detailed cleaning of walls to remove general grime, markings, and blotchiness - vestibules, library, meeting and study rooms, lounge and hall

SEMI-ANNUALLY:

Dust/clean hvac grilles. Dust adjacent ceiling tiles to remove hvac grime Extraction clean all carpeting. Rinse. Clean restroom stall partitions

ANNUALLY:

Machine scrub and refinish delivery floor.

Machine scrub and refinish janitor floor, as needed.

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to move books, documents, toys, or other items in order to clean specified surfaces.

Library shall furnish all restocking items, matting, and ladders. Janitorial vendor shall furnish all labor, cleaning supplies, and equipment.

Janitorial vendor shall employ green cleaning methods.

QUOTES:

OPTION 1: service 5 days per week.

OPTION 2: service 6 days per week.

OPTION 3: additional service day after Sunday (Sept-May).

OPTION 4: replace burned out bulbs.

Services description for South Madison Branch Library, 2222 S. Park Street

EACH SERVICE DAY: Current Service! Mon-Sat

VESTIBULE:

Spot clean glass to 7 foot height Clean entrance door glass, metal, handles, and door plates Spot clean walls, base Vacuum carpeting; pick up/shake, replace, and vacuum matting Winter: treat/brush/extract or other method salt residue

Empty waste and recycling baskets; clean, as needed

LIBRARY:

Dust/clean/disinfect, as needed public desks, counters, table tops, chair arms, computer stations

Spot clean copier and printers

Spot clean Interior glass panels and doors to remove fingerprints, smudges

Spot clean walls, woodwork, cabinetry to remove smudges, prints, dirt, ink, etc

Spot clean walls and base at built-in seating, as needed

Lint roil, brush, or wipe upholstery to remove lint, debris, dust, as needed

Remove stains from fabric uholstery

Spot clean vinyl 5 sided seats/cushlons; also, black stool frames

Remove stains from carpeting

Vacuum carpeting; pick up/shake, replace, and vacuum matting

Winter: treat/brush/extract or other method salt residue

COMMUNITY ROOM:

Empty waste and recycling baskets; clean, as needed. Reline baskets.
Clean sink, counter, dispensers. Clean table tops; spot clean chairs, as needed.
Restock dispensers.
Spot clean glass and metal, to remove fingerprints, smudges, etc.
Spot clean walls, as needed
Remove stains from carpeting
Vacuum carpeting

STUDY ROOMS:

Spot clean glass and doors
Dust/clean/disinfect table tops
Spot clean walls, as needed. Clean white board, as needed.
Remove stains from chair upholstery.
Remove stains from carpeting
Vacuum carpeting

STAFF OFFICE AREAS:

Empty waste and recycling baskets; clean, as needed Spot clean glass and doors Spot clean walls, as needed Remove stains from carpeting Vacuum

STAFF LOUNGE:

Empty waste and recycling baskets; clean, as needed. Reline.
Clean table; spot clean chairs, as needed.
Clean sink, counter, cabinet fronts, dispensers, outside of appliances
Restock dispensers
Lint roll or brush lint, debris from couch. Remove stains.
Spot clean walls and doors.
Remove carpet stains.
Vacuum carpeting

RESTROOMS:

Empty waste baskets, diaper pails, and feminine hygiene containers; clean/disinfect Clean and disinfect sinks, shelves, dispensers, baby changing stations, urinals, toilets and seats. Clean mirrors.

Spot clean walls, doors, and stall partitions

Restock dispensers

Remove any vandalism, graffiti. Report serious instances to library maintenance.

Damp wipe and clean any bright work

Dustmop floors. Wetmop/disinfect floors.

Plunge any toilet blockages. Report any toilet or other plumbing problems

Clean/delime water fountains.

Spot clean tile and walls adjacent to water fountains, as needed

BACK HALL:

Dustmop floor. Wetmop, as needed

EXTERIOR:

Remove, as possible, any sticky or beverage stains at/near main entry Light pick up of trash at main entry

OTHER:

Arrange furniture neatly Secure building, upon leaving. Report any security issues. Report any needed building repairs. Order restocking supplies.

WEEKLY:

VESTIBULE:

Dust. Remove cobwebs. Clean book drop metal work

LIBRARY:

Low and medium dusting
Dust book shelves
Spot clean windows to remove smudges, fingerprints, etc.

RESTROOMS:

Low and medium dusting
Acid clean/descale urinals and toilet bowls

COMMUNITY, STUDY ROOMS, STAFF LOUNGE, STAFF OFFICE AREAS:

Low and medium dusting
Dust clear areas of desks, furniture
Remove stains from cleared areas of desks, counters, furnishings

REAR HALL:

Wetmop floor. Spot clean inside of exterior door

MONTHLY:

Clean vestibule glass.
Edge vacuum carpeting, as needed - all areas
Remove cobwebs - ali areas
Clean/disinfect phones. Clean receipt printers/cash register
Clean children's area windows, inside and out
Remove ink/pencil/other stains from book shelving

JANITOR, BOILER, AND NETWORK ROOMS:

Sweep/dustmop floor. Wetmop janitor and network floors. Clean janitor sink and walls adjacent, as needed.

EVERY TWO MONTHS:

Clean all or dirty parts of green and orange carpeting. Rinse.

QUARTERLY:

Dust/clean return air grilles - all areas Clean windows, inside and out Clean interior glass panels, top-to-bottom Vacuum upholstery Damp clean clear areas of book shelving

SEMI-ANNUALLY:

Dust/clean hyac grilles. Dust adjacent ceiling tiles to remove hvac grime Clean all carpeting and matting. Rinse. Clean restroom stall partitons.

ANNUALLY:

Machine scrub and refinish back hall floor

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to Move books, documents, toys, or other items in order to clean specified surfaces.

Library shall furnish all restocking Items, matting, and ladders.

Janitorial vendor shall furnish all labor, cleaning supplies, and equipment.

Janitorial vendor shall employ green cleaning methods.

QUOTES:

OPTION 1:service 5 days per week.

OPTION 2: service 6 days per week.

OPTION 3: replace burned out bulbs.

OPTION 4:clean fover, entry, children's and main carpet up to copler 1 additional time/year to make a total of 3 cleanings. Services description for Lakeview Branch Library, 2845 N. Sherman Ave.

EACH SERVICE DAY: Corrent Service: M, T, R, F, Sat

VESTIBULE:

Clean door glass
Spot clean glass, doors, metal work
Spot clean walls, base to remove smudges, dirt, marks, etc
Vacuum carpeting
Winter: treat/brush/extract (or other method) ice melt residue

LIBRARY:

Empty waste and recycling baskets; clean, as needed. Reline specified baskets.

Dust/clean/disinfect, as needed public desks, counters, table tops, chair arms and table tops, computer stations

Spot clean glass panels, door glass, and aquarium glass

Spot clean windows, inside and out, to remove fingerprints, smudges, spills, etc.

Spot clean copier and printers

Spot clean walls to remove smudges, prints, marks, dirt, etc.(exclude damaged wall areas)
Spot clean vinyl 5-sided seats/cushions
Remove stains from carpeting and area rug
Vacuum carpeting; pick up/shake, replace, and vacuum matting
Winter: treat/brush/extract (or other method) ice melt residue

READING/MEETING ROOMS:

Empty waste baskets; clean, as needed. Reline. Clean table tops, as needed Spot clean chair fabric, as needed and possible Spot clean walls, as needed Spot clean glass in doors and panels Remove stains from carpeting Vacuum carpeting

TILED CHILDREN'S ROOM:

Empty waste basket; clean, as needed Clean table tops and seats, as needed Spot clean door glass, door, and glass panels Dust mop floor. Wet mop floor.

STAFF LOUNGE:

Empty waste and recycling baskets; clean, as needed. Reline. Clean table top(s), sink, counter, cabinet fronts, outside of appliances

Spot clean walls and door, to remove spills, smudges, marks, dirt, etc. Restock dispensers Dust mop floor. Wet mop floor.

RESTROOMS:

Empty waste baskets and feminine hygiene waste containers. Clean and shine. Reline.
Clean and disinfect sinks, dispensers, baby changing stations, urinals, toilets and seats, step stool
Clean mirrors. Spot clean stall partitions, walls, and doors
Clean and polish all stainless steel metal work
Restock dispensers
Remove any vandalism, graffiti. Report serious instances to library maintenance.
Dust mop floors. Wet mop/ disinfect clean floors.
Plunge any toilet blockages. Report any toilet or other plumbling problems

Clean/delime water fountains
Clean stainless steel metal work and walls adjacent, as needed

REAR HALL; WORK ROOM; BOOK DROP ROOM:

Empty waste and recycling baskets; clean, as needed Spot clean door glass and doors
Dust mop floors. Wet mop floors, as needed.
Vacuum matting.

EXTERIOR:

Light pick up of trash at/near main entry Sweep sidewalk, as needed

OTHER:

Arrange furniture neatly Secure building, upon leaving. Report any security issues. Report any needed building repairs Order restocking supplies

WEEKLY:

VESTIBULE:

Clean door glass. Clean metal work. Clean exterior book drop metal Dust. Remove cobwebs.

LIBRARY:

Low and medium dusting

Dust book shelves

RESTROOMS:

Acid clean/descale urinal and toilet bowl Low and medium dusting

MEETING ROOMS, TILED CHILDREN'S ROOM, STAFF LOUNGE:

Low and medium dusting Dust book/periodical shelves

BACK HALL, WORK ROOM:

Clean rear exit door glass and metal work
Low and medium dusting in back hall
Dust book shelves back hall
Dust clear areas of desks in work room. Remove stains from clear areas of desks.

MONTHLY:

Clean front windows, inside and out
Edge vacuum carpeting, as needed — all areas
Remove cobwebs — all areas
Clean/disinfect phones. Clean receipt printers/cash register, as needed.
Remove ink/pencil/other stains from book shelving
Clean janitor sink, floor. Clean janitor walls, as needed.
Buff or spray buff resilient tile floors, as needed

QUARTERLY:

Clean vestibule glass panels, both sides
Dust/clean return air grilles
Vacuum upholstery
Damp clean clear areas of book shelves
Clean rear windows, inside and out
Clean all interior glass panels, both sides

SEMI-ANNUALLY:

Dust/clean hvac grilles. Dust adjacent ceiling tiles to remove hvac grime

Extraction clean all carpeting, matting, and children's area rug. Rinse. Machine scrub main restroom floors
Clean restroom stall partitions
Selective wall cleaning —at front windows, vestibule, under counters
High dusting: tops of beams, wall partitions, high shelving

ANNUALLY:

Machine scrub and refinish resilient tile floors, as needed

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to Move books, documents, toys, or other items in order to clean specified surfaces.

Library shall furnish all restocking items, matting, and ladders.

Janitorial vendor shall furnish all labor, cleaning supplies, and equipment.

Janitorial vendor shall employ green cleaning methods.

QUOTES:

OPTION 1: service 3 days per week.

OPTION 2: service 5 days per week.

OPTION 3: service 6 days per week.

OPTION 4: replace burned out bulbs.









Services description for Pinney Branch Library, 204 Cottage Grove Road

EACH SERVICE DAY: Current Service & Mon-Fri VESTIBULE: S'chool Year Sundays

Spot clean glass to 7 foot height
Spot clean entrance door metal, as needed
Spot clean walls, base
Vacuum carpeting
Winter: regulate vestibule heater to dry carpeting. Notify library maintenance of heater issue.

LIBRARY:

Dust/clean/disinfect, as needed public desks, counters, table tops, chair arms, computer stations

Spot clean copier and printers

Spot clean walls to remove smudges, prints, dirt, etc.

Remove stains from fabric upholstery

Spot clean vinyl 5-sided seats/cushions

Remove stains from carpeting

Vacuum carpeting; pick up/shake, replace, and vacuum matting

Winter: treat/brush/extract or other method ice melt residue

MEETING ROOM:

Empty waste baskets; clean, as needed. Reline.
Clean table tops, as needed. Spot clean chairs indicated by staff.
Spot clean walls and door, as needed.
Remove stains from carpeting.
Vacuum carpeting.

Empty waste and recycling baskets; clean, as needed

STAFF OFFFICE AREAS:

Empty waste and recycling baskets; clean, as needed Remove stains from rear exit door Remove stains from carpeting Vacuum carpeting

STAFF LOUNGE:

Empty waste and recycling baskets; clean, as needed. Reline baskets. Clean tables.
Clean sink, counter, cabinet fronts, dispensers, outside of appliances Restock dispensers
Spot clean walls
Dustmop floor, Wetmop, as needed.

Remove stains from area rug. Vacuum area rug.

RESTROOMS:

Empty waste baskets and feminine hyglene waste containers. Clean baskets, as needed.
Clean and disinfect sinks, shelves, dispensers, baby changing stations, urinals, toilets and seats, step stools. Clean mirrors.
Spot clean walls, doors, and stall partitions
Restock dispensers
Remove any vandalism, graffiti
Damp wipe and clean any bright work
Dustmop floors. Wetmop/disinfect floors.
Plunge any toilet blockages. Report any toilet or other plumbing problems

Clean/delime water fountain. Spot clean walls adjacent to water fountain

EXTERIOR:

Light pick up of trash at/near main entry Sweep sidewalk, as needed

OTHER:

Arrange furniture neatly Secure building, upon leaving. Report any security issues. Report any needed building repairs Order restocking supplies

WEEKLY:

VESTIBULE:

Clean glass. Clean metal work Clean book drop metal work Dust. Remove cobwebs

LIBRARY:

Low and medium dusting
Dust book shelves
Spot clean windows to remove smudges, fingerprints, etc.

RESTROOMS:

Acid clean/descale urinals and toilet bowls Low and medium dusting

MEETING ROOM, STAFF LOUNGE, AND STAFF OFFICE AREAS:

Low and medium dusting
Dust clear areas of desks, furniture
Remove stains from clear areas of desks

MONTHLY:

Clean windows, inside and out
Edge vacuum carpeting, as needed – all areas
Remove cobwebs – all areas
Clean/disinfect phones. Clean receipt printers/cash register
Remove ink/pencil/other stains from book shelving
Clean janitor sink. Sweep and wet mop floor, as needed
Buff or spray buff resilient tile floors, as needed and as possible

QUARTERLY:

Dust/clean return air grilles
Vacuum uphoistery
Clean the following carpeting: foyer, entry, all lime green carpet, all multi-colored green carpet
Damp clean clean areas of book shelves

SEMI-ANNUALLY:

Dust/clean hvac grilles. Dust adjacent celling tiles to remove hvac grime

Extraction clean all carpeting and matting. Rinse.

Clean front of circulation and reference desks. Base, at desks, also.

Machine scrub and refinish resilient tile floors, as needed and as possible

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to Move books, documents, toys, or other items in order to clean specified surfaces.

Library shall furnish all restocking items, matting, and ladders.

Janitorial vendor shall furnish all labor, cleaning supplies, and equipment.

Janitorial vendor shall employ green cleaning methods.

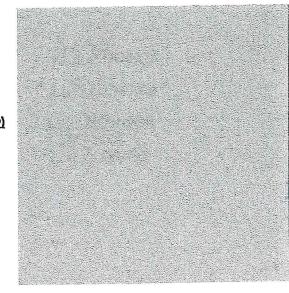
QUOTES;

OPTION 1; service 5 days per week.

OPTION 2: service 6 days per week.

OPTION 3: additional service day Sun, (Sept-May)

OPTION 4: replace burned out bulbs.



5726

Services description for Meadowridge Branch Library, 5740 Raymond Road

EACH SERVICE DAY: Current Service! M, T, R, Sat

VESTIBULE:

Spot clean glass and door metal
Pick up of debris at immediate exterior of building. Sweep sidewalk, as needed.
Spot clean walls, as needed
Clean floor, matting, and under link-matting

LIBRARY:

Clean windows, inside and out, to remove smudges, prints

Empty waste and recycling baskets; clean baskets, as needed

Dust, clean table tops,desks, counters, computer stations

Spot clean copier and printers

Spot clean interior glass

Spot clean walls

Remove carpet stains, as possible

Vacuum carpeting

Winter: treat/brush/extract or other method ice melt residue-carpet and matting

READING ROOM:

Empty waste basket; clean, as needed. Reline. Clean table tops.
Spot clean glass panels.
Spot clean walls, as needed.
Remove carpet stains, as possible.
Vacuum carpeting.

STAFF LOUNGE AND OFFICE AREAS:

Empty waste and recycling baskets; clean, as needed. Reline.
Clean table top, sink, counter, cabinet fronts, dispensers, outside of appliances
Spot clean walls, as needed
Restock dispensers
Remove carpet stains, as possible
Vacuum carpeting

RESTROOMS:

Empty waste baskets; clean, as needed Clean, disinfect sinks, tollets & seats, baby changing stations, dispensers, mirrors Spot clean walls, doors, and base Restock dispensers Remove any vandalism, graffiti. Report serious instances to library maintenance. Sweep floor. Wetmop/disinfect floor.
Plunge any toilet blockages
Clean/descale water fountain. Spot clean adjoining wall area.

OTHER:

Arrange furniture neatly.

Secure building, upon leaving. Report any security issues.

Report any needed building repairs.

Order restocking supplies.

WEEKLY:

VESTIBULE:

Clean glass and metal work
Dust. Remove cobwebs.
Clean exterior bookdrop metal work

LIBRARY:

Clean windows Low and medium dusting Dust book shelves

RESTROOMS:

Acid clean/descale toilet bowls Low and medium dusting

READING ROOM, STAFF LOUNGE AND OFFICE:

Low and Medium Dusting Dust book shelves Remove stains from cleared areas of desks

MONTHLY:

Edge vacuum carpeting, as needed (all areas)
Remove cobwebs(all areas)
Clean and disinfect phones. Clean receipt printers, cash registers.
Remove ink/pencil/other stains from book shelving
Clean janitor sink, floor. Spot clean walls, as needed.

QUARTERLY:

Dust/clean return air grilles. Clean reading room glass. Damp clean clear areas of book shelving

THREE TIMES YEARLY:

Extraction clean all carpeting and matting. Rinse.

SEMI-ANNUALLY:

Dust/clean hyac grilles. Dust adjoining ceiling tiles to remove hyac grime. Upper dusting: dust top of book shelving.

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to Move books, documents, toys, or other Items In order to clean specified surfaces.

Library shall furnish all restocking Items, matting, and ladders. Janitorial vendor shall furnish all labor, cleaning supplies, and equipment. Janitorial vendor shall employ green cleaning methods.

QUOTES:

OPTION 1: service 3 days per week-

OPTION 2: service 5 days per week.

OPTION 3: service 6 days per week.

OPTION 4:replace burned out bulbs

* Note:

A Community Room was
Added Stree this was
created. Please all Meeting Room
Standards For this location

Services description for Monroe Street Library, 1705 Monroe Stree

EACH SERVICE DAY: Current Service: Mit, R, F

VESTIBULE:

Spot clean glass to 7 foot height, inside and out
Spot clean metal work, as needed
Spot clean walls, base as needed
Dry and wet clean matting, as needed
Vacuum carpeting
Winter: treat/brush salt residue, as possible, on carpeting

LIBRARY:

Empty waste and recycling baskets; clean, as needed.

Dust/clean/disinect, as needed public desks, counters, table tops, chairs and table tops, computer stations

Spot clean glass panels, rear door glass, as needed

Spot clean front windows, inside and out, as needed to remove fingerprints, smudges, splatters

Spot clean copier and printer

Spot clean walls, woodwork, base to remove prints, smudges, splatters, etc

Clean/delime water fountain.

Remove stains from carpeting

Remove stains from upholstery, as needed

Vacuum carpeting; pick up/shake, replace, and vacuum matting

Winter: treat, brush(or other method) salt residue on carpeting and matting, as possible

BASEMENT STAFF LOUNGE:

Empty waste and recycling basket(if any); clean, as needed. Reline. Clean table top(s), sink, counter, cabinet fronts, outside of appliances Spot clean walls and doors, as needed Restock dispensers
Remove stains from carpeting
Vacuum carpeting

RESTROOMS:

Empty waste baskets; clean, as needed
Clean and disinfect sinks, dispensers, baby changing stations, toilets and seats, step stools
Clean mirrors
Spot clean walls and doors, as needed
Restock dispensers
Remove any vandalism, graffiti. Report serious instances to library maintenance.
Dust mop floors. Wet mop/ disinfect floors.
Plunge any toilet blockages. Report any toilet or other plumbing problems

STAIRS, BASEMENT LANDING; LOWER REAR EXIT LANDING AND STAIRS:

Dustmop stairs and floors. Wet mop. Spot clean walls, doors as needed. Vacuum matting.

EXTERIOR:

Light pick up of trash, debris, leaves at front and lower rear entries & rear parking area Sweep sidewalk, as needed

OTHER:

Arrange furniture neatly Secure building, upon leaving. Report any security issues. Report any needed building repairs Order restocking supplies

WEEKLY:

VESTIBULE:

Clean door glass. Clean metal work. Clean exterior book drop metal Dust. Remove cobwebs.

LIBRARY:

Low and medium dusting Dust book shelves

RESTROOMS:

Low and medium dusting Acid clean/descale toilet bowls

BASEMENT STAFF LOUNGE, STAIRS, LANDINGS:

Low and medium dusting

BASEMENT STORAGE ROOM:

Empty waste and recycling baskets; clean, as needed. Reline.

OTHER:

Place city waste and recycle containters at alley, for scheduled pick ups Return city waste and recycle containers, after city pick up

MONTHLY:

Clean front windows, inside and out
Clean vestibule glass panels, both sides
Edge vacuum carpeting, as needed - all areas
Remove cobwebs - all areas
Clean/disinfect phones. Clean receipt printers/cash register, as needed.
Remove ink/pencil/other stains from book shelving
Clean janitor sink, floor. Clean janitor walls, as needed.
Sweep basement storage area, as needed and as possible. Wet mop where needed.

QUARTERLY:

Dust/clean return air grilles Vacuum upholstery Damp clean clear areas of "holds" shelving

THREE TIMES YEARLY:

Clean upper and lower rear windows, inside and out

SEMI-ANNUALLY:

Dust/clean hvac grilles. Dust adjacent ceiling tiles to remove hvac grime. Damp clean clear areas of book shelving Extraction clean all carpeting and matting. Rinse.

Note: Branch will be picked up by library staff prior to closing. Vendor is not expected to Move books, documents, toys or other items in order to clean specified surfaces.

Library shall furnish all restocking items, matting, and ladders.

Janitorial vendor shall furnish all labor, cleaning supplies, and equipment.

Janitorial vendor shall employ green cleaning methods.

QUOTES;

OPTION 1: service 3 days per week.

OPTION 2: service 5 days per week.

OPTION 3: service 6 days per week.

OPTION 4: replace burned out bulbs.



Services description for Alicia Ashman Library, 733 N. High Point Road

EACH SERVICE DAY:

VESTIBULE:

Spot clean glass to 7 foot height, inside and out
Spot clean metal work, including thresholds, as needed
Spot clean walls, base, displays as needed
In wet weather/winter, extraction clean (or other method) to remove excess moisture/salt
Fan dry as needed to remove moisture
Spot clean carpet to remove stains

LIBRARY:

Empty waste and recycling baskets; clean, as needed. Reline designated baskets. Dust/clean/disinfect, as needed, public desks, counters, table tops, chairs and tabletops, computer stations, self check out stations.

Put protective finish, as needed, on designated surfaces.

Spot clean interior glass panels, door glass, as needed.

Spot clean copiers and printers.

Spot clean walls, doors, woodwork to remove noticeable fingerprints, smudges, splatters, ink markings.

Lint roll, brush, or wipe upholstery to remove lint, food and beverage remains, debris, dust as needed.

Spot clean children's toys as needed.

Remove any severe spills or smudges from interior of windows.

Remove stains from carpeting.

Vacuum carpeting, pick up/shake, replace, and vacuum matting.

Winter: Treat, extract, brush (or other method), as possible, ice melt residue at affected areas such as: computer stations, check out areas, DVD and hold aisle, catalogue PC's, or any place where people remain long enough for boot salt to accumulate. Wet mop with ice melt neutralizer or extract to remove excess ice melt from matting.

Remove trash or debris from shelving.

MEETING AND STUDY ROOM:

Empty waste and recycling baskets; clean as needed. Reline baskets (meeting room) Clean walls as needed.

(Spot) clean tables.

(Spot) clean any chairs that Library staff indicate.

Spot clean door glass.

Spot clean walls and doors as needed.

Remove stains from carpeting.

Vacuum carpeting.

DELIVERY ROOM:

Remove recycle bin trash and cardboard to recycle dumpster. Spot clean door and metal.

Sweep or dustmop floors as needed. Wet mop as needed.

Spot clean walls as needed.

Remove stains from carpeting.

Vacuum.

STAFF OFFICE AREA:

Empty waste and recycling baskets; clean as needed. Spot clean glass and doors as needed. Spot clean walls. Remove stains from carpeting. Vacuum.

STAFF LOUNGE AND BACK HALLWAY:

Empty waste and recycling baskets. Clean as needed, re-line. Clean table; spot clean chairs as needed. Clean sink, counter, cabinet fronts, dispensers. Restock dispensers. Spot clean walls and door, as needed. Remove carpet stains. Wet mop and vacuum.

RESTROOMS:

Empty waste baskets, feminine hygiene containers, clean as needed. Re-line as needed. Clean and disinfect sinks, shelves, dispensers, baby changing stations, urinal, toilets and seats. Clean mirrors.

Spot clean walls, doors, and staff partitions.

Restock dispensers.

Remove any vandalism, graffiti (including on ceilings). Report serious instances to Library Maintenance.

Damp wipe and polish any bright work.

Sweep floors, then wet mop and disinfect floors.

Plunge any toilet blockages. Report any toilet or other plumbing problems.

EXTERIOR AT PARKING LOT MAIN ENTRY:

Light pick up of trash within 15 feet of entry doors. Sweep as needed near entry.

OTHER:

Arrange furniture neatly.

Secure building upon exit. Report any security issues.

Report any as needed building repairs.

Inform when supplies require restocking.

TWICE WEEKLY:

LIBRARY:

Dust book shelving canopies at 6 foot height or more.

WEEKLY:

VESTIBULES:

Dust, remove cobwebs.
Clean book drop metal.
Clean door glass and door metal work.
Clean exterior glass panels, if weathered, top to bottom.

LIBRARY:

Low and medium dusting.

Dust book shelves and mobile display shelving.

Spot clean children's area and meeting room windows.

Dust/wipe seat cushions.

MEETING ROOM, STUDY ROOM, STAFF OFFICES AND LOUNGE:

Low and medium dusting.

Dust clear area of desks and furnishings. Remove stains from clear areas of desks and counters.

Clean meeting room door glass.

RESTROOMS:

Low and medium dusting.

Acid clean/descale urinals and toilet bowls.

MONTHLY:

Clean vestibule glass and metal work. Edge vacuum carpeting as needed, all areas Remove cobwebs all areas. Clean/disinfect phones.

Remove ink/pencil/other stains from book shelving.

Spot clean windows on inside of meeting room and study room.

JANITOR CLOSET AND STORAGE ROOMS:

Sweep/dust floor, Wet mop. Clean janitor sink. Spot clean janitor walls as needed.

QUARTERLY:

Dust/clean return air grilles, all areas.

Clean all windows on the inside.

Clean any interior glass panels top to bottom.

Damp clean clear areas of book shelving.

Extraction clean carpets and rinse.

General inspection for detailed attention to grime spots, markings.

SEMI-ANNUALLY:

Dust/clean hvac grilles, dust and soot adjacent to air outputs and associated ceiling tiles. Scrub restroom wall partitions.

Note: Library staff will pick up loose books and materials prior to closing. Vendor is not expected to move books, documents, toys, or other items in order to clean specified surfaces.

Library shall furnish all restocking items, matting, and ladders. Janitorial vendor shall furnish all labor, cleaning supplies and equipment. Janitorial vendor shall employ Green cleaning methods.

QUOTES:

OPTION 1: service 5 days a week

OPTION 2: service 6 days a week

OPTION 3: replace burned out bulbs.



Form D: Cost Proposal

RFP #: 8702-0-2018-BO Custodial Services

This form must be returned with your response.

Prepare the fee proposal as all inclusive, not-to-exceed, fixed fees:

- All Inclusive Covers all direct and indirect necessary expenses including but not limited to; travel, telephone, copying and other out-of-pocket expenses.
- · Not To Exceed The actual fees shall not exceed the amount specified in fee proposal.
- Fixed Fee All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.

Any pricing increases or additions must be agreed upon in writing by both parties.

Please state the environmental cleaning program that you will use for this contract:

1 Custodial Services as specified in Attachment A: \$148,798 per year Scope of Services

Location	Description	Price per month
	Option 1: Service 5 days per week	\$
Sequoya Branch Library 4340 Tokay Blvd	Option 2: Service 6 days per week	\$2,093 mo. / \$25,116 yr.
	Option 3: Additional service day after Sunday (Sept-May)	\$303 mo. (9 month) / \$2,727 yr.
	Option 4: Replace burned out bulbs	\$

Location	Description	Price per month
	Option 1: Service 5 days per week	\$
South Madison Branch Library 2222 S. Park Street	Option 2: Service 6 days per week	\$1,580 mo. / \$18,940 yr.
	Option 3: Replace burned out bulbs	\$
	Option 4: Clean foyer, entry children's and main carpet up to copier 1 additional time/year to	\$105 mo. / \$1,260 yr.
	make a total of 3 cleanings	

Location	Description	Price per month
	Option 1: Service 3 days per week	\$
Lakeview Branch Library 2845 N. Sherman Ave	Option 2: Service 5 days per week	\$
	Option 3: Service 6 days per week	\$1,440 mo. / \$17,280 yr.
	Option 4: Replace burned out bulbs	\$

Location	Description	Price per month
	Option 1: Service 5 days per week	\$
Pinney Branch Library 204 Cottage Grove Road	Option 2: Service 6 days per week	\$1,252 mo. / \$15,024 yr.
	Option 3: Additional service day Sunday (Sept-May)	\$180 mo. (9 month) / \$1,620 yr.
	Option 4: Replace burned out bulbs	\$

Location	Description	Price per month
	Option 1: Service 5 days per week	\$
Future Pinney Branch Library 516 Cottage Grove Road	Option 2: Service 6 days per week	\$2,058 mo. / \$24,696 yr.
	Option 3: Additional service day Sunday (Sept-May)	\$303 mo. (9 months) / \$2,727 yr.
	Option 4: Replace burned out bulbs	\$

Location	Description	Price per month
	Option 1: Service 5 days per week	\$
Meadowridge Branch Library 5726 Raymond Road	Option 2: Service 6 days per week	\$1,488 mo. / \$17,856 yr.
	Option 3: Replace burned out bulbs	\$

Location	Description	Price per month
	Option 1: Service 3 days per week	\$
Monroe Street Library 1705 Monroe Street	Option 2: Service 5 days per week	\$
	Option 3: Service 6 days per week	\$561 mo. / \$6,732 yr.
	Option 4: Replace burned out bulbs	\$

Attachment B

		Attachinent b
Location	Description	Price per month
	Option 1: Service 5 days per week	\$
Alicia Ashman Library 733 N High Point Road	Option 2: Service 6 days per week	\$1,235 mo. / \$14,820 yr.
	Option 3: Replace burned out bulbs	\$

Please indicate	the percentage	increase for the	following future	years:
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Year 2: 2 (percent increase from Year 1, 2019)

___% (percent increase from Year 2, 2020)

Year 4: 2 % (percent increase from Year 3, 2021)

Year 5: 2 % (percent increase from Year 4, 2022)

Environment Control of Wisconsin COMPANY NAME