

# Library Delivery and Sorting Services

Request for Proposal

*System Wide Area Network (SWAN)*

## TABLE OF CONTENTS

|   |    |
|---|----|
| Background and Purpose                    | 2  |
| General Information                       | 2  |
| Evaluation                                | 3  |
| Term                                      | 4  |
| Termination of Agreement                  | 4  |
| Timeline                                  | 5  |
| Contact Information                       | 5  |
| Proposal Response                         | 5  |
| Instructions                              | 6  |
| Technical Proposal                        | 7  |
| Member Library Responsibilities           | 13 |
| SWAN Responsibilities                     | 13 |
| Cost Proposal                             | 13 |
| Contract Terms                            | 14 |
| Appendix A: Delivery Locations and Map    | 15 |
| Appendix B: Required Elements for Sorting | 18 |
| Appendix C: Criminal Code Verification    | 19 |
| Appendix D: Sexual Harassment Policy      | 20 |
| Appendix E: Insurance Requirements        | 21 |

# Request for Proposal: Library Materials Delivery and Sorting Service

**Background and Purpose:** An Intergovernmental Entity known as System Wide Area Network (hereafter referred to as "SWAN") is seeking proposals from qualified firms to provide delivery and sorting of library materials among approximately 81 public libraries, located in the south and near west suburbs of Chicago using regularly scheduled routes. We seek solutions related to all aspects of the daily delivery service including labeling, packaging, pickup, sorting and transport. We seek detailed proposals that apply library and logistics industry standard practices to enhance library delivery service and the tasks related to it as described above. Excellent customer service for library users and member libraries is our primary goal.

This is not a new service. It has previously been funded by the State of Illinois. It is the backbone of resource sharing among the members of SWAN, a group of libraries that share an integrated online service that provides online library catalogs and circulation services to all member communities. When a library user needs materials from another SWAN library, the user requests the item directly via the online catalog. The requested item is sent by the owning library to the user's local library through delivery. Library users may also return items borrowed from other member libraries to their own library which then uses the delivery system to return items to the home library. The estimated volume of items to be delivered is approximately 4.3 million annually. This number is subject to fluctuation and will most likely increase.

There are other entities in Illinois similar to SWAN and other delivery services. It is necessary that the successful vendor for this contract work with other delivery system providers to deliver items across and between the SWAN system and other Illinois systems. SWAN reserves the right to reject proposals that do not meet its operational or fiscal requirements.

## GENERAL INFORMATION

Each proposal is subject to and is governed by the Equal Employment Opportunity Clause set forth in the Rules and Regulations of the Illinois Department of Human Rights. The successful vendor must comply with the applicable provisions of 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. In addition, the successful vendor must comply with all other applicable laws.

The vendor 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 Delivery Task Force's description of the proposed library delivery services. Should the vendor suspect any error, omission, or discrepancy in

the specifications or instructions, the vendor shall immediately notify Megan Millen of the Delivery Task Force, in writing, and the Delivery Task Force shall issue written instructions to all vendors that are to be followed by each vendor. Any questions or notifications must be sent to her in writing and marked "Instructions – RFP for Library Delivery and Sorting Services." All questions will be answered at the mandatory vendor meeting on November 23, 2010. Each vendor is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP.

A list of required delivery locations with the estimated annual volume for each is included as Appendix A in a separate attachment.

Materials that will be delivered include (but are not limited to): books, CDs, DVDs, cassettes, videotapes, and printed matter.

## **EVALUATION**

Proposals will be evaluated by a Delivery Task Force comprised of representatives of SWAN. Award shall be made in the best interest of SWAN as determined by the Delivery Task Force. Although no weighted value is assigned, consideration will be given to the following issues, among others:

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

Should the selected finalist and SWAN fail to reach agreement on contract terms and conditions, SWAN reserves the right to negotiate with one of the other vendors or to re-issue the RFP.

The Delivery Task Force reserves the right to reject any and all proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional proposals, and to award a contract in the best interest of SWAN. SWAN also reserves the right to waive any informalities.

The Delivery Task Force reserves the right to waive discrepancies or permit a vendor to clarify

such discrepancies and so conduct discussions with all qualified vendors in any manner necessary to serve the best interests of SWAN. SWAN reserves the right to award a contract based on written proposals received without prior discussions or negotiation.

## **TERM**

The term of any resulting contract for service will be from February 1, 2011 through June 30, 2012, and SWAN may renew the contract for up to 2 additional one-year periods on the same terms and conditions based on SWAN's determination of satisfactory performance, continuing need and availability of funds. Any written notice of renewal by SWAN will be delivered to the vendor not less than thirty (30) days before the expiration of the initial contract term or of the then-current renewal term, as appropriate. All answers and statements made by a vendor in the response to this RFP will be incorporated into the resulting contract between SWAN and the successful vendor.

## **TERMINATION OF AGREEMENT**

SWAN may terminate a Contract for any material breach, as determined by SWAN in the exercise of its reasonable discretion, for items such as, but not limited to: failure to meet insurance requirements, failure to meet required performance or progress standards as described herein, or if the quality or level of service is unsatisfactory to SWAN. A material breach may also include, without limitation, any cessation or diminution of service by the successful vendor which, in the opinion of SWAN, is not in its best interest and any failure to comply with the terms of a Contract.

SWAN shall notify the successful vendor in writing of any Contract breach. The successful vendor shall remedy the breach within ten (10) calendar days. If the breach is not remedied in ten (10) calendar days, SWAN may cancel the Contract by giving not less than five (5) working days notice in writing of its intention to cancel the Contract.

Should SWAN breach any terms or provisions of the Contract, the successful vendor shall serve written notice on SWAN setting forth the alleged breach and demanding compliance with the Contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements are made for corrections, the successful vendor may cancel the Contract by giving forty five (45) days notice, in writing, of its intention to cancel the Contract.

SWAN may also terminate the Contract, for any reason, upon providing sixty (60) days written notice.

In the event of termination of an agreement, the successful vendor shall be paid for services performed under the agreement up to the effective date of the termination.

## **TIMELINE**

**Note that all times listed are local time (CST)**

**RFP issued: November 10, 2010**

**Mandatory Vendor Q & A Meeting: November 23, 2011 11:30am**

**Responses due: December 2, 2010 by 5:00 pm**

**Response Opening Meeting: December 7, 2010**

**Vendor selected and contract negotiations begin: December 16, 2010**

**Service start date: February 1, 2011**

### **RFP Contact Person:**

Megan Millen

Flossmoor Public Library

1000 Sterling Ave. Flossmoor, IL 60422

Email: millenm@flossmoorlibrary.org

### **PROPOSAL RESPONSE**

#### **Submission of Proposals:**

**All proposals must be received by Ms. Millen at the address listed above no later than December 2, 2010 at 5:00pm. All proposals must be submitted in a sealed envelope marked "RFP – Library Delivery and Sorting Services; Due December 2, 2010 at 5:00 p.m., local time." Each vendor must submit seven (7) complete, sealed, signed and attested copies of the proposal. Also provide one (1) electronic copy on cd or flash drive.**

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

## INSTRUCTIONS

1. **Inquiries:** All inquiries, written inquiries shall be directed only to the RFP Contact Person reflected on page 5 of this proposal. Violations of this provision by vendor or interested parties may result in the rejection of the proposal.

2. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. 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.

3. **Preparation of Proposal:** The Delivery Task Force has the right to rely on any information and price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Delivery Task Force 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 vendor, competitor or interested party.

4. **Competition:** The purpose of this RFP is to seek competition. The vendor shall advise the Delivery Task Force 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.

5. **Alternative Approaches:** Secondary, or alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are encouraged. However, proposals which depart materially from the terms, requirements, or scope of work defined in this procurement will be rejected as being non-responsive.

6. **Proposal Disclosures:** At the time of closing, 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.

7. **Facility Tour:** Prior to signing a contract, representatives from SWAN will be granted a tour of vendor's local sorting facility.

8. **Proposal Term:** Prices, terms and conditions for the proposed delivery and sorting 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 non-responsive and, therefore, may be rejected.

## **TECHNICAL PROPOSAL**

**The following information, in Sections 1 through 2, Appendix B and the section entitled "Cost Proposal," and including all subparagraphs and subparts, must be submitted:**

### **Section 1: COMPANY INFORMATION**

**Qualifications:** A description of the vendor's qualifications and experience providing the requested or similar service shall be submitted with the proposal. The vendor must be an established firm, in business for at least five years and have performed the requested or similar services for a period of at least 5 years. The vendor must have sufficient personnel to meet the deadlines specified in the RFP.

**Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative shall include the following:

1. Provide a corporate profile describing your company, including the number of employees, the physical location of current operations offices, and whether drivers are company employees, subcontracted through another company, or individual subcontractors. Please include an organizational chart. 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.
2. Provide a copy of your company's most recent available annual report or audited financial statement. If this information is considered proprietary and confidential, please indicate so on each page of the financial statement.
3. List all of the states in which you currently provide service.

4. Describe your company's experience with route services, courier services or related delivery services, including both library and other types of customers if possible. A minimum of five (5) years of experience in providing service of a scope similar to this procurement is preferred.
  
5. Provide the names of the key officers and managers, as well as the name of the primary customer service representative who would be assigned to this contract. Provide a brief description of work experience for each.
  
6. Please provide three (3) references from current customers including address, contact name, e-mail address and phone number. These references will be contacted before a short list of vendors is selected to make in-person presentations.

Certifications:

Vendors must submit certifications regarding criminal code requirements and sexual harassment policies. The required forms are attached as Appendix C and Appendix D, respectively.

**Section 2: SCOPE OF WORK**

For each of the numbered items below, **please answer "yes" or "no"** as to whether your company can comply with the stated requirement. If your company cannot comply, please provide a brief explanation. Vendors should also feel free to elaborate on how tasks will be accomplished.

Route Logistics

1. The vendor must provide delivery and pickup service to all of the location addresses listed in Appendix A to a designated location within each building. Please note that this list of addresses is preliminary and other locations may be added or a physical address changed with two week notice.
  
2. The vendor must be able to provide scheduled service five days a week (Monday through Friday) to specified locations (see Appendix A).

3. The vendor must stop at each location on every day it is scheduled for delivery and pickup regardless of whether or not the driver has any containers to deliver.
4. The vendor must provide delivery and pickup of material at any particular location at the same time every day the location is scheduled for service, within a one hour window.
5. The vendor must be able to stop delivery to all locations according to a list of scheduled holidays provided in advance at the beginning of each contract year. These would likely include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
6. The vendor must be able to stop delivery to accommodate scheduled closings at individual libraries according to a list provided in advance at the beginning of each contract year.
7. The vendor must be able to stop delivery to accommodate an emergency closing at an individual location with 12 hour notice.

#### Administration and Customer Service

8. The vendor must devise and manage an agreed upon schedule of deliveries and provide a mechanism for handling schedule changes and missed deliveries.
9. The vendor must organize and manage routes, as well as the transfer of materials between routes.
10. Vendor must provide a project plan for administering the service including a description of any required packaging and delivery procedures different than described in this RFP.

11. The vendor must furnish commercial motor trucks, sufficient in size and power to transport without damage, daily volumes to be delivered. The vendor's delivery vehicles must be covered and protected from the elements. The vendor must also furnish sufficient back-up vehicles to insure uninterrupted delivery service.
12. The vendor must furnish personnel sufficient to provide delivery service. The vendor must also furnish sufficient route and procedure-trained back-up drivers to insure uninterrupted delivery service.
13. The vendor must be responsible for training and orientation of drivers and sorters. The vendor will arrange that up-to-date route manifests, delivery and sorting procedures, and routing directories be readily available for drivers and /or sorters.
14. The vendor must provide a single primary customer service representative assigned to this contract who will handle all service issues, including missed stops, scheduled changes, expected materials that have not been delivered, damaged or lost materials and other service issues that may arise.
15. The vendor must provide a designated contact person for resolution of questions relating to invoicing, payment, and damaged/lost materials claims.
16. The vendor must resolve any service problems, such as missed stops, within one (1) business day.
17. The vendor must provide a damaged and lost materials claim procedure. If problems are to be reported electronically, please supply a website URL and trial login for the purposes of this response.

18. The vendor must provide an outline of an implementation plan for the smooth transition from in-sourced delivery to outsourced delivery. The transition must not result in any days without service for participating libraries.

### Driver Requirements

19. The vendor must conduct basic background checks on all company employed or subcontracted drivers, specifying that they have active valid driver's licenses and no felony convictions.
20. Every vendor employee or subcontractor delivering to a location must display visible identification such as a standard uniform, tag or badge which clearly identifies the individual as a representative of the vendor.
21. Drivers must behave in a courteous manner and exhibit a presentable appearance at all times when on the premises of each location.

### Performance Requirements

22. The vendor must deliver packages or containers between locations receiving five days per week service within two (2) business days, excluding weekends and holidays, in 90% of cases and no later than three (3) business days in 100% of cases.
23. The vendor must provide the following statistics on a quarterly basis:
  1. volume based on number of packages or containers
  2. other measures as mutually determined

**Vendor Responsibilities:**

24. The vendor agrees to indemnify, defend and hold harmless SWAN and all libraries receiving deliveries against any and all claims of action of any nature whatsoever, including but not limited to damage to property, injuries or death arising out of any operations of the vendor. The successful vendor will be required to agree to an indemnification clause to be included in the contract.
  
25. SWAN is exempt from Federal Tax and State Sales Tax. Upon request, SWAN will provide an exemption certificate to the vendor. The vendor shall not be exempted from paying sales tax to its suppliers for inventory, materials, supplies, equipment, and services to fulfill contractual obligations with SWAN, nor shall the vendor be authorized to use SWAN's Tax Exemption Number in securing inventory, materials, supplies, equipment, and services. The vendor shall be responsible for all associated taxes. The vendor shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes and benefits.
  
26. The vendor must be responsible for the care and handling of the materials. Materials are to be protected from inclement weather and are to be handled with care.
  
27. The vendor will be held liable for damage to materials for which there is substantial proof of negligence on the part of the drivers and/or sorters.
  
28. Vendor shall be responsible for the payment of all transportation charges including but not limited to the following: compensation, vehicle lease or purchase, insurance and liability of any type, fuel, maintenance and repair, traffic fines, parking fees and fines, and tolls for the use of any bridge, ferry highway or tunnel. Any fuel surcharge needs to be clearly stated and non-variable.
  
29. Material picked up each day must be fine sorted by vendor for delivery within 48 hours. Please specify if there would be any price differential for members performing a rough sort at their libraries prior to pick up.

### **Member Library Responsibilities:**

1. Each library will accept deliveries at any time of the day. The time of day must be consistent within a one hour window.
2. Each library that has deliveries during non-business hours will provide a key or access code to vendor.
3. Each library will have staged containers for delivery drivers in a consistent location.
4. Each library will properly label each item for delivery with agreed upon method.

### **SWAN Responsibilities:**

1. SWAN will be the liaison between the vendor and the libraries for significant issues.
2. SWAN will remit prepayment on a quarterly basis to vendor.
3. SWAN will assess fees from Member Libraries for delivery service.
4. SWAN will sign and be responsible for any contract with the vendor.

### **COST PROPOSAL**

#### **Flexible simple pricing models are strongly encouraged**

Cost Proposal shall include:

- o proposed annual cost of service
- o an explanation of how the total cost was determined (e.g. stops, weight, number of packages, locations, etc.).
- o per stop cost
- o any multi-year contract discounts
- o payment schedule and methods preferred
- o cost adjustments for adding or deleting any stops
- o cost, if any, for piece charges, weight charges, attempt charges or implementation charges
- o any fuel surcharges with formula and rationale

## CONTRACT TERMS

The contents of the proposal of the successful vendor (if any) shall become contractual obligations binding on the successful vendor if a contract is issued by SWAN. If vendor has a form of contract that it desires SWAN to consider, a copy of such vendor's contract must be submitted with proposal.

There are certain conditions that are unacceptable to SWAN, including, but not limited to, the following:

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

The successful vendor must provide, at its own expense, written evidence of insurance to provide for the following types of insurance coverage: workers' compensation, general liability, products liability, automobile liability, property damage and comprehensive bodily injury for each of the years covered by the contract awarded to the successful vendor. The limits of such insurance must be as provided in the attached **Appendix E**. Certificates of insurance must state that the insurer shall provide SWAN with thirty (30) days prior written notice of any change in, or cancellation of required insurance policies. Upon award of the Contract, SWAN must be listed as an additional insured on the certificate of insurance. **The successful vendor must also agree to indemnify SWAN.**

**APPENDIX A:  
Delivery Locations and Map**

| <b>Library</b>                         | Average Weekly Volume-<br>delivered and returned |
|--|--|
| 1 Acorn Public Library District        | 1,327  |
| 2 Alsip-Merrionette Park PLD           | 1,320  |
| 3 Bedford Park Public Library District | 358  |
| 4 Beecher Community Library District   | 510  |
| 5 Bellwood Public Library              | 525  |
| 6 Berkeley Public Library              | 421  |
| 7 Berwyn Public Library                | 2,015  |
| 8 Blue Island Public Library           | 1,296  |
| 9 Bridgeview Public Library            | 979  |
| 10 Broadview Public Library District   | 485  |
| 11 Brookfield Public Library           | 894  |
| 12 Brookfield Zoo                      | 38   |
| 13 Calumet City Public Library         | 1,458  |
| 14 Calumet Park Public Library         | 125  |
| 15 Chicago Heights Public Library      | 1,013  |
| 16 Chicago Ridge Public Library        | 767  |
| 17 Cicero Public Library               | 958  |
| 18 Clarendon Hills Public Library      | 588  |
| 19 Crestwood Public Library District   | 471  |
| 20 Crete Public Library District       | 1,167  |
| 21 Dolton Public Library District      | 392  |
| 22 Downers Grove Public Library        | 4,138  |
| 23 Eisenhower Public Library District  | 971  |
| 24 Elmhurst Public Library             | 4,173  |
| 25 Elmwood Park Public Library         | 1,110  |
| 26 Evergreen Park Public Library       | 1,263  |
| 27 Flossmoor Public Library            | 1,779  |

|    |  |       |
|----|--|-------|
| 28 | Forest Park Public Library             | 1,038 |
| 29 | Frankfort Public Library District      | 1,958 |
| 30 | Glenwood-Lynwood Library District      | 1,063 |
| 31 | Grande Prairie Library District        | 1,100 |
| 32 | Green Hills Public Library District    | 34    |
| 33 | Harvey Public Library District         | 473   |
| 34 | Hillside Public Library                | 573   |
| 35 | Hinsdale Public Library                | 1,600 |
| 36 | Hodgkins Public Library District       | 463   |
| 37 | Hometown Public Library                | 21    |
| 38 | Homewood Public Library District       | 2,525 |
| 39 | Indian Prairie Public Library District | 3,296 |
| 40 | Justice Public Library District        | 450   |
| 41 | La Grange Park PLD                     | 1,429 |
| 42 | La Grange Public Library               | 1,638 |
| 43 | Lansing Public Library                 | 403   |
| 44 | Lisle Library District                 | 198   |
| 45 | Lyons Public Library                   | 427   |
| 46 | Markham Public Library                 | 178   |
| 47 | Matteson Public Library                | 1,525 |
| 48 | Maywood Public Library District        | 371   |
| 49 | McCook Public Library District         | 435   |
| 50 | Melrose Park Public Library            | 950   |
| 51 | Midlothian Public Library              | 563   |
| 52 | Nancy L. McConathy PLD                 | 467   |
| 53 | North Riverside PLD                    | 454   |
| 54 | Northlake Public Library District      | 958   |
| 55 | Oak Lawn Public Library                | 3,008 |
| 56 | Oak Park Public Library                | 3,983 |
| 57 | Oak Park Dole Branch                   | 313   |
| 58 | Oak Park Maize Branch                  | 550   |
| 59 | Orland Park Public Library             | 3,042 |

|    |                                      |               |
|----|--------------------------------------|---------------|
| 60 | Palos Heights Public Library         | 1,275         |
| 61 | Palos Park Public Library            | 396           |
| 62 | Park Forest Public Library           | 1,563         |
| 63 | Richton Park Public Library District | 600           |
| 64 | River Forest Public Library          | 1,031         |
| 65 | River Grove Public Library District  | 400           |
| 66 | Riverdale Public Library             | 446           |
| 67 | Riverside Public Library             | 827           |
| 68 | Schiller Park Public Library         | 467           |
| 69 | South Holland Public Library         | 733           |
| 70 | Steger-So. Chicago Heights PLD       | 435           |
| 71 | Stickney-Forest View Library         | 398           |
| 72 | Summit Public Library District       | 152           |
| 73 | Thomas Ford Memorial Library         | 1,225         |
| 74 | Thornton Public Library              | 129           |
| 75 | Tinley Park Public Library           | 3,133         |
| 76 | University Park PLD                  | 129           |
| 77 | Westchester Public Library           | 1,058         |
| 78 | Westmont Public Library              | 1,479         |
| 79 | William Leonard PLD                  | 121           |
| 80 | Woodridge Public Library             | 2,571         |
| 81 | Worth Public Library District        | 473           |
|    |                                      | <b>85,989</b> |

Daily average= approx. 8,600 items

Weight estimates: 8,600/50 (items per tote) = 172 totes x 60 lbs. (avg)= 10,320 lbs. or approx.5 tons

**A map of the above libraries is located at:**

**<http://www.communitywalk.com/MLSPublics>**

**An alphabetical listing of the above libraries with addresses is located at:**

**<http://www.librarylearning.info/libraries/?LibSys=MLS&LibraryTypeID=1>**

## APPENDIX B

### Required Elements for Sorting Service

For each of the numbered items below, **please answer “yes” or “no”** as to whether your company can comply with the stated requirement. If your company cannot comply, please provide a brief explanation. Vendors should also feel free to elaborate on how tasks will be accomplished.

The following items must be provided as part of the sorting service and pricing proposed:

1. Vendor must be responsible for sorting containers and delivering to each of the participating locations within 48 hours.
2. All sorting processes must be based out of vendor's indoor facilities.
3. All incoming materials must be processed for inclusion in outgoing delivery within 48 hours. Incoming materials will include materials picked up from physical delivery service at all libraries.
4. Vendor must include information regarding the type and size of container to be used and if they are willing to use the containers MLS currently uses.
5. Vendor must include information regarding the type of labeling to be used by participating locations. If this is to be a computer-generated label, information must be included regarding the software and hardware required and any associated costs.
6. If location codes are to be assigned, please describe the system you recommend using.
7. Sorting must be 99% accurate. Describe how you will ensure such a high level of accuracy.
8. Vendor must agree to our definition of sorting as follows: picking up containers of unsorted items at individual libraries, taking them back to their warehouse and fine sorting them into separate deliverable containers for each of the 81 libraries.

**APPENDIX C**  
**CRIMINAL CODE CERTIFICATION**

AS REQUIRED BY:  
STATE OF ILLINOIS CRIMINAL CODE OF 1961  
PURSUANT TO PA 85-1295

Ch. 720, Article 5, Sec, 33E-11, 2002 Ill. Compiled Statutes,

I, the individual whose signature appears below on this proposal/contract for

\_\_\_\_\_

\_\_\_\_\_

hereby certify that the bidding party/contracting party is not barred from bidding on the contract as a result of a violation of either Section 33E-3 or Section 33E-4 of ch. 720, Article 5, 2002, Ill. Compiled Stat, as amended.

Vendor:

Signed: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

**APPENDIX D**  
**SEXUAL HARASSMENT POLICY**

Please be advised that pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must:

"Have written sexual harassment policies that shall include, 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) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department ( of Human Rights) and the Commission (Human Rights Commission); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added)

Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes:...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

\_\_\_\_\_, having submitted a bid/proposal for \_\_\_\_\_ (Name of Vendor)  
\_\_\_\_\_ for Library Delivery and Sorting Services, hereby certifies that said vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4).

BY: \_\_\_\_\_

Authorized Agent of Vendor

Subscribed and sworn to before

me this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_ Notary Public

**APPENDIX E**  
**INSURANCE REQUIREMENTS**

**Vendors must furnish, with the submitted proposal, a current policy Specimen Certificate of Insurance as proof that the vendor has insurance coverage in the amounts specified at minimum.**

The vendor further agrees to furnish Insurance to SWAN within (10) days after receiving notice that it has been awarded the contract, evidence of Insurance coverage naming SWAN as additional insured under said policy providing for minimum limits as follows:

WORKER'S COMPENSATION

Coverage A - Statutory Coverage

Coverage B - 500,000 Employer's Liability

AUTOMOBILE LIABILITY, BODILY INJURY AND PROPERTY DAMAGE

\$5,000,000 each occurrence

GENERAL LIABILITY

PROPERTY

\$5,000,000 each occurrence

\$10,000,000 annual aggregate

BODILY INJURY

\$5,000,000 each occurrence

\$10,000,000 annual aggregate

PRODUCTS AND COMPLETED OPERATIONS

\$1,000,000 each occurrence

\$2,000,000 annual aggregate

UMBRELLA EXCESS LIABILITY

EXCESS COVERAGE OVER -

General Liability

Products Liability

Automobile Liability

Workers Compensation

\$2,000,000 each accident

\$2,000,000 annual aggregate

Any insurance company providing coverage must hold an A- VII rating according to Best's Key Rating Guide. In addition, evidence of coverage of the aforesaid hold harmless agreement and mandatory statement naming SWAN as additionally insured on General Liability and Products Liability. Certificate should state that a Waiver of Subrogation in favor of the Additional Insured applies to General Liability and Workers Compensation coverage's.

Failure to provide this within ten (10) days of receiving notice that it has been awarded the contract may result in the termination of the SWAN's relationship with the successful vendor and an award of contract to another vendor.