

Skokie Public Library

**BID PACKAGE FOR MOVING SERVICES:
2020 Library Renovation Project**

**5215 S. Oakton Street
Skokie, Illinois 60077**

Issued for Bid:
October 22, 2019

NOTICE TO BIDDERS

Skokie Public Library is accepting sealed bids for moving services in connection with the 2020 Library Renovation Project at the Skokie Public Library. Bid packages are available for pickup from the Skokie Public Library at 5215 S. Oakton Street, Skokie, Illinois 60077, and on the Library's website at <https://skokielibrary.info/about/rfps/>. There will be an optional pre-bid meeting on October 30, 2019 at 10:00 a.m. in the Board Room at the Skokie Public Library. The bid opening is scheduled for Tuesday, November 5, 2019 at 10:00 a.m. in the Board Room at the Skokie Public Library.

INSTRUCTIONS TO BIDDERS

1. **Scope and Term of Services.** Skokie Public Library (the “Library”) is accepting sealed bids for the moving services (the “Services”) as required for the Library’s 2020 Renovation Project, which is located at 5215 S. Oakton Street, Skokie, Illinois 60077.
2. **Contact Information.** Questions about this bid package must be emailed to the Library’s Director, Richard Kong, at rkong@skokielibrary.info by October 31, 2019 at 12:00 p.m. The Library will endeavor to respond to all timely questions, and will circulate all responses to all interested bidders who have provided the Library with contact information. Any modifications to this bid package shall only be made by written addendum.
3. **Pre-Bid Meeting.** An optional pre-bid meeting and walk through will be held on Wednesday October 30, 2019 at 10:00 a.m. in the Board Room at the Library, located at 5215 S. Oakton Street, Skokie, Illinois 60077.
4. **Notification of Addenda.** The Library will notify all potential bidders who have provided contact information in the event of any addenda issued. The bidder shall acknowledge receipt of all addenda in the place provided on the bid form.
5. **Tax Exempt.** The Library is tax-exempt. Bidder shall prepare its bid accordingly. The Library’s tax exemption number is E9988-9684-07.
6. **Bid Preparation.** All bidders shall complete and submit all forms provided in this bid package. All forms shall be free from interlineations and erasures. Failure to properly complete and return all forms may subject the bid to rejection. Each bid submittal with all completed forms shall be sealed in an opaque envelope and labeled “BID FOR MOVING SERVICES – DO NOT OPEN PRIOR TO BID DATE”. Each bid submittal shall be labeled with the name and address of the bidder and shall be addressed to Richard Kong, Director, Skokie Public Library, 5215 S. Oakton Street, Skokie, Illinois 60077.
7. **Bid Bond.** Not applicable.
8. **Non-Conforming Bids.** Any bid submittal that contains or purports to contain qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package, or that omits required information or documents, may be rejected by the Library as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive.
9. **Bid Submittal.** All bids shall be submitted to Richard Kong, Director, Skokie Public Library, 5215 S. Oakton Street, Skokie, Illinois 60077. The deadline for submitting bids is Tuesday, November 5, 2019 at 10:00 a.m.
10. **Bidder’s Representation.** BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE LIBRARY THAT IT WAS GIVEN THE OPPORTUNITY TO ATTEND THE OPTIONAL PRE-BID MEETING AND WALK-THROUGH, AND THAT IT HAS CAREFULLY REVIEWED THIS BID PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED HEREIN.
11. **Withdrawal of Bids.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

12. **Bid Opening.** On November 5, 2019, at 10:00 a.m., all bids will be opened and read aloud by an employee or agent of the Library. The bid opening will occur in the Board Room at the Library, located at 5215 S. Oakton Street, Skokie, Illinois 60077.

13. **Firm Bids.** All bids submitted to and opened by the Library shall be firm and irrevocable for a period of sixty (60) days after the date of bid opening. At any time within this period, the Library may award the contract to the lowest responsive and responsible bidder.

14. **Acceptance or Rejection of Bids.** The Library reserves the right to waive any non-material variances in bid submittals and/or irregularities in the bid process, to award the contract to the lowest responsive and responsible bidder, and/or to reject all bids, all to the fullest extent allowed by law.

15. **Award of Contract.** The Library's Board of Trustees will review all bids and may award the contract to the lowest responsive and responsible bidder. The lowest bid will be determined as specified in the attached bid form. Responsiveness will be determined based upon compliance with the instructions to bidders. Responsibility will be determined by the Library based upon the information provided by each bidder with its bid submittal. Upon receiving notice of such award, the successful bidder shall be known as the "Contractor," and shall be bound to perform the duties established by this bid package, including without limitation the duties established in the Instructions to Bidders, Conditions of the Contract, Contract Specifications, and Addenda, if any.

END OF INSTRUCTIONS TO BIDDERS.

CONDITIONS OF CONTRACT

1. **Prevailing Wages.** Contractor shall pay prevailing wages, and shall make, keep and file certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Prevailing wage rates for this project are available here: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2019%20Rates/July%2015/Cook.pdf>.
2. **Record Keeping.** Contractor shall keep complete and accurate records of all work performed in connection with the Services. Contractor shall provide the Library access to such records upon a request by the Library.
3. **Right to Audit.** The Library may audit the Contractor's records related to the Services. Contractor shall fully cooperate with all personnel authorized by the Library to conduct any audit.
4. **Records Retention.** Contractor shall retain such records related to the Services for a period of three (3) years after completion of the Services, or a longer period if required by law. If any audit has been requested and is not completed, the records shall be retained beyond the three (3) year period as long as required for completion of the audit.
5. **Payment and Performance Bonds.** Not applicable.
6. **No Delegation or Assignment.** Contractor shall not assign any right or delegate any duty under this contract to any third party without the Library's prior written consent. Any attempted assignment or delegation without such prior written consent shall be void.
7. **No Third Party Beneficiaries.** There are no third party beneficiaries to this contract.
8. **Independent Contractor.** Contractor is an independent contractor and not an agent of the Library. Contractor's employees are not employees of the Library and are not entitled to salary or benefits from the Library. Contractor has no authority to act on behalf of the Library except to the limited extent required by this contract. Contractor shall not represent to any third person that Contractor or any of its employees are agents of the Library.
9. **Waiver.** The Library's waiver of any breach or default under any provision of this contract shall not be deemed to constitute a waiver of such provision for any subsequent breach or default of the same or any other provision. The disbursement or acceptance of any payment by the Library shall not be deemed to constitute a waiver of any prior occurring breach or default by Contractor of any provision of the contract regardless of the knowledge of the Library of such breach or default at the time of its disbursement or acceptance of such payment.
10. **Indemnity.** Contractor shall indemnify, defend and hold harmless the Library, its Board of Trustees, individual board members, administrators, employees, agents and representatives (collectively the "Indemnitees") from and against any and all claims, demands, causes of action, losses, liabilities, and damages, including reasonable attorneys' fees and court costs, to the extent arising from Contractor's performance and/or breach of this contract, or from any negligent act or omission of the Contractor or its employees or subcontractors.
11. **Defenses and Immunities.** No term or condition of this contract is intended to or

shall be deemed to waive any common law or statutory immunity or defense available to the Library, and the Library expressly reserves all applicable immunities and defenses.

12. Insurance. Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below, and shall cause "Skokie Public Library" to be included as an additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A / VIII. The commercial general liability and automobile policies shall be endorsed to reflect that coverage is primary and noncontributory with respect to any other insurance available to the Library. The commercial general liability policy shall by endorsement provide contractual liability coverage including the indemnity obligations provided in this contract.

Each such policy shall include by endorsement a requirement of at least 30 days' written notice to the Library prior to any termination, cancellation or material amendment to that policy. Upon award of this contract, and promptly upon the renewal of such policies during the term of this contract, Contractor shall furnish certificate(s) of insurance, policies, and endorsements to the Library reflecting the coverages required.

The type and limits of insurance required are as follows:

<u>Type</u>	<u>Limits</u>
Commercial General Liability	
Per Occurrence:	\$1,000,000
Aggregate:	\$3,000,000
Automobile Liability:	\$1,000,000 combined single limit
Workers' Compensation:	Statutory Limit

13. Payment. On a monthly basis during performance of the contract, Contractor shall furnish detailed monthly invoices to the Library in a form acceptable to the Library. The Library may at any time direct Contractor to change the formatting of its invoices or to add more details as required by the Library. Contractor shall deliver invoices to the Library no later than the first day of each month. The Library will process invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

14. Termination. The Library may terminate this contract at any time, for any reason or no reason, in the Library's sole discretion, upon written notice to Contractor. If such termination is without cause, the Library will pay for the value of Services rendered up until the date of termination. If such termination is based on the Contractor's material breach of contract, the Library shall have no further obligation to pay Contractor. Whether or not the Library exercises such right of termination, Contractor hereby waives any claim against the Library related to incidental, consequential, or special damages, including and not limited to lost profits.

15. Prevailing Party. In the event of any litigation, arbitration, or binding dispute resolution arising from this contract, Contractor shall pay the Library's reasonable attorneys' fees and court costs to the extent the Library is determined to be the prevailing party.

16. Choice of Law. This contract shall be governed by, subject to, and construed in

accordance with the laws of the State of Illinois without regard to conflict of law principles. Venue for any dispute shall be Cook County, Illinois. Contractor hereby consents to personal jurisdiction in Illinois with respect to all claims arising from this contract.

17. **Integration.** This contract includes the Instructions to Bidders, these Conditions of Contract, and the Contract Specifications, all as contained in this bid package; together with any later-issued Addenda, Contractor's Bid Submittal, and the Library's Notice of Award, these documents are collectively known as the "contract" or "Contract Documents." The Contract Documents constitute the entire agreement between the Library and Contractor with respect to their subject matter and supersede any prior oral or written agreement between the parties. This contract may not be cancelled or amended orally, but only by the subsequent written agreement of both parties.

18. **Execution of Contract.** Upon the Library's notice of award of this contract to the Contractor, Contractor's bid shall be deemed accepted and a binding contract shall be formed, consisting of the Contract Documents.

END OF CONDITIONS OF CONTRACT.

CONTRACT SPECIFICATIONS

Moving Services – Base Bid

1. Phase 1 (Mid-December 2019 – April 2020)

Tagging, packing and relocation of approximately 3,100 shelves of books and other library materials from the Skokie Public Library first and second floors to a temporary remote location for five months of storage. Once renovations are complete, books will be returned and unpacked on to new shelving.

2. Phase 2 (May 2020 - September 2020)

Tagging, packing and internal relocation of approximately 1,400 shelves containing books and other library materials from the Skokie Public Library first floor to a temporary location elsewhere on the first floor. In addition, tagging, packing and relocation of approximately 1,200 shelves of books and other library materials from the library's first floor to a temporary remote location for five months of storage. Once renovations are complete, books will be returned and unpacked on to new shelving.

3. Phase 3 (October 2020 – February 2021)

Tagging, packing and internal relocation of approximately 1,200 shelves of books and other library materials from the Skokie Public Library first floor to temporary shelving elsewhere on the first floor. Once renovations are complete, books will be returned and unpacked on to new shelving.

Alternate #1

A-1. Phase 3 (October 2020 – February 2021)

Tagging, packing and internal relocation of approximately 1,200 shelves containing books and other library materials from the Skokie Public Library first floor to a temporary location **on the second floor**. Once renovations are complete, books will be returned and unpacked on to new shelving. If accepted, this alternate will replace Item 3 (Phase 3) in the base bid.

END OF CONTRACT SPECIFICATIONS.

BID FORM

The Bidder, _____ (*insert full legal name of bidder*) (“Bidder”), hereby submits the following bid prices in response to Skokie Public Library’s request for bids for moving services required for the 2020 Library Renovation Project.

1. **BASE BID:** For the scope of work identified in the Specifications as “Moving Services – Base Bid,” Bidder submits the following lump sum bid price for the base bid:

\$ _____.

2. **BASE BID WITH ALTERNATE #1:** For the scope of work identified in the Specifications as “Moving Services – Base Bid,” if Alternate 1 is accepted to substitute “Alternate #1” for Phase 3, Bidder submits the following lump sum bid price for the base bid with Alternate 1 included:

\$ _____.

3. Bidder acknowledges receipt of the following Addenda, if any: _____.

4. Bidder acknowledges that the foregoing Base Bid and Alternate Bid are based upon the Instructions to Bidders, Conditions of Contract, and Contract Specifications as contained in this bid package, along with the information contained in any later-issued Addenda.

5. Bidder acknowledges that the Library will determine the low bidder based upon the base bid plus Alternate #1 if awarded. The Library reserves the right to reject all bids.

6. Upon the Library’s award of the contract to Bidder, Bidder acknowledges that a contract is formed, and hereby agrees to perform the contract in accordance with the Contract Documents. Bidder acknowledges that if requested by the Library, Bidder will execute a written contract prepared by the Library that incorporates by reference the Contract Documents. Bidder acknowledges that this bid is firm and irrevocable for a period of sixty (60) days after the date of bid opening.

Subscribed and sworn on:

Bidder: _____

Date: _____

By: _____

By: _____

Its: _____

Notary Public

Date: _____

Bidder’s Address: _____

Bidder’s Email: _____

AWARD OF CONTRACT BY LIBRARY

The Board of Trustees of Skokie Public Library hereby accepts the moving services bid that _____ (*insert full legal name of bidder*) (the "Bidder") submitted on or about _____, 2019, and hereby awards Bidder the contract for moving services.

By: _____
Board President

Attest: _____
Board Secretary

Date: _____

BIDDER'S CERTIFICATIONS

ELIGIBILITY TO BID

The undersigned hereby certifies that Bidder is not barred from bidding on this Contract as a result of a violation of either the bid-rigging or bid-rotating provisions of Article 33E of the Criminal Code of 1961, as amended.

Name of Bidder (Please Print)

Submitted by (Signature)

NON-COLLUSION AFFIDAVIT

The undersigned certifies that he or she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him or her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding. This individual further certifies that no person, firm, or corporation has, or will receive directly or indirectly, any rebate, fee, gift, commission, or thing of value based upon awarding of the contract.

Name of Bidder (Please Print)

Submitted by (Signature)

EQUAL OPPORTUNITY

The undersigned hereby certifies that Bidder is in compliance with the Equal Employment Opportunity Clause and the Illinois Fair Employment Practices Act.

Name of Bidder (Please Print)

Submitted by (Signature)

SEXUAL HARRASSMENT POLICY

The undersigned hereby certifies that Bidder has complied and will comply with the requirement of Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105) with respect to sexual harassment policies. The terms of that law, as applicable, are hereby incorporated into the contract.

Name of Bidder (Please Print)

Submitted by (Signature)

NO SMOKING

The undersigned hereby certifies that Bidder agrees that it and its employees will abide by the Library's no smoking policy at all times during performance of the contract.

Name of Bidder (Please Print)

Submitted by (Signature)

DRUG FREE WORKPLACE

Bidder, if having twenty-five employees or more, does hereby certify that pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3), it shall provide a drug-free workplace for all employees engaged in the performance of services under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, and further certifies that it is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Name of Bidder (Please Print)

Submitted by (Signature)

ADDITIONAL CERTIFICATIONS

The undersigned individual further certifies that:

1. He or she is the duly authorized agent of Bidder; that Bidder has given him / her actual authority to submit this base bid and alternate bids, if any; that he / she is expressly authorized by Bidder to execute these certifications on Bidder's behalf; and that the Library may rely upon all certifications submitted.

2. Bidder has reviewed and fully understands the scope of the contract, has completely reviewed the general and specific conditions and requirements of the contract, including all Contract Documents, and is aware of all applicable laws and other requirements.

3. Bidder has the necessary equipment and personnel (including backups) or has documented financial ability and means to acquire the same sufficient to adequately and properly perform the contract.

4. Bidder is the following type of business entity, in good standing with the State of Illinois: _____ (sole proprietorship, partnership, corporation, limited liability company). Bidder is duly authorized by the State of Illinois to conduct business in Illinois.

5. All figures and responses submitted by Bidder on this bid are true, complete, and accurate. All documents attached to and submitted with this bid are true, complete, and authentic.

Name of Bidder (Please Print)

Submitted by (Signature)

END OF BID FORM.