

Skokie Public Library
Furniture Procurement:
2020 Library Renovation Project
5215 S. Oakton Street
Skokie, Illinois 60077

Issued for Bid:
November 7, 2019

NOTICE TO BIDDERS

Skokie Public Library is accepting sealed bids for furniture procurement in connection with the 2020 Library Renovation Project at the Skokie Public Library. Bid packages are available for pickup from Skokie Public Library at 5215 S. Oakton Street, Skokie, Illinois 60077, and on the Library's website, at the following address: <https://skokie.library.info/about/rfps/>, starting on November 7, 2019. The bid opening is scheduled for Tuesday, November 26, 2019 at 10:00 a.m. at Skokie Public Library in the Book Discussion Room.

INSTRUCTIONS TO BIDDERS

1. **Scope and Term of Services.** Skokie Public Library (the “Library”) is accepting sealed bids for furniture procurement as required for the Library’s 2020 Renovation Project, which is located at 5215 S. Oakton Street, Skokie, Illinois 60077.
2. **Contact Information.** Any questions about this bid package must be emailed to the Library’s Director, Richard Kong, at rkong@skokielineibrary.info by November 18, 2019 at 5:00 p.m.
3. **Pre-Bid Meeting.** Not applicable.
4. **Notification of Addenda.** The Library will endeavor to respond to all timely and relevant questions from Bidders, as determined in the Library’s sole discretion, and will compile all such questions and the corresponding answers in one or more Bid Addenda, which will be posted by November 20, 2019 on the Library’s website at: <https://skokielineibrary.info/about/rfps/>. Each Bidder is responsible for obtaining from this website location and reviewing any and all Bid Addenda posted by the Library. Bidder shall acknowledge receipt of all addenda in the space 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.** Bidder 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 FURNITURE PROCUREMENT – 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. Bidders may submit unit pricing for any or all specified items of furniture. Any unit price bid that omits bid pricing or other required information for that respective item may be 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 and delivering bids is **Tuesday, November 26, 2019 at 10:00 a.m.**
10. **Bid Form.** Bidders shall complete the attached Exhibit A – Furniture Schedule, and submit it as an attachment to the enclosed Bid Form. Bidders may bid on some or all specified furniture items. For each item on which Bidder intends to bid, please submit on the Furniture Schedule the lead time for the item, along with a unit cost and extended cost based on the stated quantity, for **each** of three procurement periods: May 2020, October 2020, and February 2021. **Bidders shall not include in its unit prices on the Furniture Schedule any charges for taxes, freight, shipping, delivery, and/or assembly, but may itemize such charges in a separate**

document included with the bid submittal.

11. **Bidder's Representation.** BY SUBMITTING A BID, THE BIDDER REPRESENTS TO THE LIBRARY THAT IT HAS CAREFULLY REVIEWED THIS BID PACKAGE, AND ALL CONTRACT DOCUMENTS, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.

12. **Withdrawal of Bids.** Any bid may be withdrawn and/or resubmitted prior to the time of bid opening.

13. **Bid Opening.** On **November 26, 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 Library's Book Discussion Room, located at 5215 S. Oakton Street, Skokie, Illinois 60077.

14. **Firm Bids.** All bids submitted to and opened by the Library, including and not limited to all unit prices contained therein, 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, on an item by item basis, award multiple contracts to each lowest responsive and responsible bidder for each furniture item.

15. **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 multiple contracts to the lowest responsive and responsible Bidder for each specified furniture item, and/or to reject all bids, all to the fullest extent allowed by law. Each low Bidder for each furniture item will be determined on an item by item basis, based upon unit cost. **The low bid determination shall not include finalized charges for freight, shipping, delivery, and/or assembly, and these items will be confirmed and finalized between the Library and Bidder at a later time. Any excessive or unreasonable charges for these items may, in the Library's discretion, constitute the basis for rejection of the bid or termination of the contract.**

16. **Award of Contract.** The Library's Board of Trustees will award multiple contracts to the lowest responsive and responsible Bidder for each specified furniture item based upon unit cost. The Library's actual quantities ordered may vary from quantities specified, which is only an estimate. Responsiveness will be determined based upon compliance with these 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 contractual duties established by this bid package, including without limitation the duties established in the Instructions to Bidders, Conditions of the Contract, Contract Specifications, and Bid Addenda, if any.

END OF INSTRUCTIONS TO BIDDERS.

CONDITIONS OF CONTRACT

1. **Record Keeping.** Contractor shall keep complete and accurate records of furniture purchased and sold in connection with the contract. Contractor shall provide the Library access to such records upon a request by the Library.
2. **Furniture Documentation and Warranties.** Upon delivery of each item of furniture, Contractor shall furnish to the Library's designee all documentation pertaining to each item, including and not limited to all assembly and installation instructions, care instructions, product information, and warranty documents. Contractor shall cause all manufacturer's warranties to be assigned to the Library as owner.
3. **Right to Audit.** The Library may audit the Contractor's records related to the purchase, sale, delivery and assembly of furniture. 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 this purchase and sale of furniture for a period of three (3) years after the delivery of all ordered furniture, 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:	\$2,000,000
Automobile Liability:	\$1,000,000 combined single limit
Umbrella / Excess:	\$2,000,000
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, detailing and itemizing each piece of furniture delivered to and assembled at the Library in the previous month in connection with this contract. 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 furniture delivered 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 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

1. See Exhibit A – Furniture Schedule, which is attached and incorporated by this reference. For each item of furniture on which Bidder desires to bid, provide lead time, unit costs, and extended costs for each delivery period in the spaces provided on the Furniture Schedule. Bidder may in a separate document include charges for freight, shipping, delivery, and/or assembly, which will be addressed and finalized prior to or at the time of award and purchase. Submit a completed Furniture Schedule with your bid submittal.

2. **Prevailing Wage Act.** The following furniture items will be affixed to the building and thus require the installing Contractor to pay prevailing wages in accordance with the Cook County Prevailing Wage Rates posted on 7/15/19, which are located here: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2019%20Rates/July%2015/Cook.pdf>, and to make, keep, and file with the Library certified payroll in accordance with Section 5 of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*

- a. See Exhibit A – Furniture Schedule, Key Column, Items S2, S5, S6, S7, S10, S11, S12, S13, S14, S15 and S16. The successful bidder for these items is obligated to deliver and install these items and thus shall comply with the prevailing wage requirements specified above.
- b. See Exhibit A – Furniture Schedule, Key Column, Items T39 and T40. Bidder shall deliver and assemble these items, but the required hardwired electrical connections shall be performed by the Library’s electrical contractor, who shall be required to comply with the prevailing wage requirements specified above. The successful bidder for these items is thus **not required** to comply with the prevailing wage requirements specified above.

**EXHIBIT A – FURNITURE SCHEDULE PREPARED
BY ANDREW BERMAN ARCHITECT DATED 11.6.19**

3. See Exhibit B – Furniture Specifications, which is attached and incorporated by this reference. Bidder shall cause all furniture furnished, delivered and installed to meet and conform to the following specifications.

**EXHIBIT B – FURNITURE SPECIFICATIONS PREPARED
BY ANDREW BERMAN ARCHITECT DATED 11.6.19**

4. See Exhibit C – Furniture Plan, which is attached and incorporated by this reference. All furniture furnished and delivered by the Bidder shall be delivered to Skokie Public Library within the time scheduled for delivery and shall be assembled by the Bidder in the corresponding locations identified in this Furniture Plan.

5. **Delivery Requirements.** The Library will accept deliveries of specified furniture at the shipping and receiving area on the south side of the building, or through the double doors on the east side of the building. Lift gate trucks or box trucks may be used for deliveries. Semi-trailer trucks may not be used for deliveries due to accessibility constraints.

**EXHIBIT C – FURNITURE PLANS PREPARED
BY ANDREW BERMAN ARCHITECT DATED 10.4.19**

END OF CONTRACT SPECIFICATIONS.

BID FORM

The Bidder, _____ (*insert full legal name of bidder*) ("Bidder"), hereby submits the following bid submittal in response to Skokie Public Library's request for unit priced bids for furniture packages required for the 2020 Library Renovation Project.

1. Bidder acknowledges that it has used the attached Exhibit A, Furniture Schedule, as and for its bid submittal, which is attached to this executed bid form. Bidder acknowledges that its bid submittal, and the prices contained therein, 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.

2. Bidder acknowledges receipt of the following Addenda: _____.

3. Bidder acknowledges that the Library will determine the lowest responsive and responsible bidder for each specified furniture item, and that each low bidder for each furniture item will be determined on an item by item basis, based upon unit prices. Bidder acknowledges that the Library will award multiple contracts to the lowest responsive and responsible bidder for each specified furniture item based upon unit prices.

4. Bidder acknowledges that the Library's actual quantities ordered may vary from quantities specified, which is only an estimate.

5. Bidder acknowledges that this bid, and each of its unit prices and extended prices, are firm and irrevocable for a period of sixty (60) days after the date of bid opening.

6. Bidder represents and warrants that it has reviewed, executed and submitted with this bid submittal the Bidder's Certifications following this bid form, and that each statement made in the certifications is true and correct.

7. 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.

Subscribed and sworn on: _____ Bidder: _____

Date: _____ By: _____

By: _____ Its: _____

Notary Public

Date: _____

Bidder's Mailing Address:

Bidder's Email Address:

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 bid; 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.