



Moving Services Bid Package 2020

Huntley Area Public Library District

Contact Information:

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Invitation for Bids-Notice

The Huntley Area Public Library District will accept sealed bids for the moving services in accordance with Moving Services Bid Package 2020. Specifications and documents for bidding may be obtained at <https://www.huntleylibrary.org/moving-2020>.

Bids will be accepted by the Huntley Area Public Library, 11000 Ruth Road, Huntley, IL 60142 until the end of business on Thursday, January 14, 2021 (Library time). On Monday, January 18, 2021 at 10:00 a.m. (CST), all bids will be opened and read aloud by an employee or representative of the Library. Due to the COVID-19 pandemic, the bid opening may have to be held via Zoom or similar technology. If a remote, digital meeting is necessary, information for the bid opening will be emailed to all prospective bidders who have provided a contact email address.

An optional Pre-Bid Conference will be held on Tuesday, January 5, 2021 at 3:00 p.m. (CST). Bidders should come prepared to take measurements, review the project site, and ask questions about the move during this time. Pre-Bid Conference attendees will be required to observe all CDC guidance related to proper mask use, social distancing, and self-monitoring of health status.

The successful bidder will be required to furnish a certificate of insurance naming the Huntley Area Public Library District as an additional insured on a primary and noncontributory basis. The certificate of insurance must be acceptable to the Library as to amounts, terms, and conditions. The successful bidder will also be required to pay prevailing wages at the rates set forth in state and local laws.

The Huntley Area Public Library District reserves the right to reject any and all bids.

Notice to Bidders

Please be advised that all prospective bidders are expected to read each and every portion of this bid package document. Failure to abide by the provisions and requirements in this document will lead to rejection of defective or otherwise nonconforming bids.

The COVID-19 pandemic makes the bidding process more complicated than it otherwise would be, so it is of the utmost importance for prospective bidders to follow all directions contained in this document.

The Huntley Area Public Library District is accepting sealed bids for moving services in connection with the 2021 New Addition and Library Renovation Project at the Huntley Area Public Library, located at 11000 Ruth Road in Huntley, Illinois. Due to the ongoing COVID-19 pandemic, bid packages are only available on the library's website at: <https://www.huntleylibrary.org/moving-2020>

There will be an optional pre-bid conference held at the Huntley Area Public Library on Tuesday, January 5, 2021 at 3:00 p.m. (CST). More information about the pre-bid conference is included elsewhere in this document.

The bid opening is scheduled for Monday, January 18, 2021 at 10:00 a.m. (CST). More information about the bid opening is included elsewhere in this document.

Instructions to Bidders

Scope and Term of Services

Huntley Area Public Library (hereinafter, "Library") is accepting sealed bids for moving services necessary for the Library's 2021 New Addition and Renovation Project, located at 11000 Ruth Road, Huntley, Illinois 60142.

Questions and Contact Information

Questions about this bid package must be emailed to the Frank Novak, Library Director, at fnovak@huntleylibrary.org by Thursday, January 7th at noon (CST). The Library will endeavor to respond to all timely, relevant questions, and will attempt to circulate all responses to all known,

interested bidders who have provided the Library with email contact information. Any modifications to this bid package shall only be made by written addendum.

Pre-Bid Conference

The Library will hold an optional pre-bid conference for prospective bidders on Tuesday, January 5, 2021 at 3:00 p.m. (CST) that will begin in the Program Room at the Library, located at 11000 Ruth Road, Huntley, Illinois 60142. Pre-Bid Conference attendees will be required to observe all CDC guidance related to proper mask use, social distancing, and self-monitoring of health status. Additionally, attendees should plan to bring and wear a hardhat and a visibility vest, as the Library will be an active construction site at the time of the pre-bid conference. Prospective bidders are highly encouraged to attend the pre-bid conference to properly understand the scope and situational circumstances related to this particular library moving project.

Notification of Addenda

The Library will attempt to notify all potential bidders who have provided email contact information in the event of any addenda being issued for the project. The bidders will be required to acknowledge receipt of all addenda in the place provided on the bid form.

Tax Exemption

The Library is tax exempt. All bidders shall prepare their bids accordingly. The Library's tax exemption number is E99889684. Copies of the Library's tax exemption certificate will be made available upon request.

Bid Preparation

All bidders are required to complete and submit all forms provided in this bid package. All submitted forms shall be free from any bidder interlineations and erasures. Failure to properly complete and return all forms may, at the sole discretion of the Library, result in rejection of the bid. Each bid must be sealed in an opaque envelope and clearly labeled "Bid for moving services—Do not open prior to bid date".

Each bid envelope shall be labeled with the name, address, and contact email of the bidder. The bid envelope must be addressed to Frank Novak, Director, Huntley Area Public Library, 11000 Ruth Road, Huntley, IL 60142.

Bid Bond

A bid bond is not applicable to this project.

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-conforming. 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-conforming.

Bid Submittal

All bids shall be submitted to Frank Novak, Director, Huntley Area Public Library District, 11000 Ruth Road, Huntley, Illinois 60142. Bid envelopes must arrive at the library by the end of business on Thursday, January 14, 2021 (Library time). Consideration will not be given to postmark dates or tracking information. The Library assumes no risk whatsoever for any aspect of delivery of bid envelopes. The Library assumes no risk for any delivery issues related to COVID-19.

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 conference and walkthrough. The bidder also represents that it has carefully reviewed this bid package and is not aware of any vague, ambiguous, or inconsistent terms contained herein.

Withdrawal of Bids

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

Bid Opening

On Monday, January 18, 2021 at 10:00 a.m. (CST), all bids will be opened and read aloud by an employee or representative of the Library. The bid opening will take place at the Library, located at 11000 Ruth Road, Huntley, Illinois 60142. Bid opening attendees will be required to observe all CDC guidance related to proper mask use, social distancing, and self-monitoring of health status.

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 the bid opening. At any time during this period, the Library may award the contract to the lowest responsible bidder.

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 responsible bidder, and/or to reject all bids, all to the fullest extent permitted under the law.

Award of Contract

The Library's Board of Trustees will review bid information and may, at the request of the Library Director, award the contract to the lowest responsible bidder. The lowest responsible bid will be determined prior to the Library Board Meeting by the Library Director as specified in the attached bid form. Responsiveness will be determined based upon compliance with the instructions to bidders. Potential bids may be rejected due to a lack of responsiveness. 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

Prevailing Wage

The Contractor shall pay prevailing wages and shall make, keep, and file certified payroll, and shall comply with all requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Prevailing wage rates for this project are available at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Documents/2020%20Rates/December%2001/McHenry.pdf>

Record Keeping

Contractor shall keep complete and accurate records of all work performed in connection with the services outlined in this bid document and as otherwise provided by the Library. Contractor shall provide the Library access to such records upon a request by the Library.

Right to Audit

The Library may audit the Contractor's records related to the services provided to the Library. The Contractor shall fully cooperate with all personnel authorized by the Library to conduct any audit.

Records Retention

The Contractor shall retain such records related to the services provided to the Library for a period of three (3) years after completion of the services, or a longer period of time, if required by law. If any audit has been requested and is not completed, the records shall be retained beyond the three-year period as long as required for completion of the audit.

Payment and Performance Bonds

Payment and performance bonds are not required for this project.

No Delegation or Assignment

The 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.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this contract.

Independent Contractor

Contractor is an independent contractor and not an agent of the Library. The 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 for completion of this contract. The Contractor shall not represent to any third person that the Contractor or any of its employees are agents of the Library.

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.

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.

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.

Insurance

Contractor shall procure and maintain through an insurance company or companies licensed to conduct business in the State of Illinois insurance with coverage and limits as specified below, and shall cause "Huntley Area Public Library District" to be included as an additional insured on these policies by endorsement. All such insurers shall carry a Best Key Guide Rating of A or better. 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 thirty (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 certificates 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

Payment

Services under this contract shall be provided according to the contract specifications found elsewhere in this bid package. There are two phases of moving services for the Library's project. Following the successful completion of each phase of the project's two phases, the Contractor shall provide a detailed invoice to the Library for the phase just completed. The Library will pay properly submitted and calculated invoices as required under the Illinois Local Government Prompt Payment Act.

Termination

The Library may terminate this contract at any time, for any reason or no reason, at the Library's sole discretion, upon written notice to the Contractor. If such termination is without cause, the Library will pay for the value of services rendered by the Contractor 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 the Contractor. Whether or not the Library exercises such right of termination, the Contractor hereby waives any claim against the Library related to incidental, consequential, or special damages, including and not limited to lost profits.

Prevailing Party

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

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 McHenry County, Illinois. Contractor hereby consents to personal jurisdiction in Illinois with respect to all claims arising from this contract.

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 the Contractor with respect to their subject matter and supersede any prior oral or written agreement between the parties. This contract may not be canceled or amended verbally, but only by the subsequent written agreement of both parties.

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.

END OF CONDITIONS OF CONTRACT

Contract Specifications

Basic Description of Activities

The Huntley Area Public Library currently operates out of a 15,000 sq. ft. facility and is currently under construction to build a new 17,000 sq. ft. addition. This is an overhead view of the site under construction:



The Huntley Area Public Library District's building project is being done in two phases: 1) building an addition and 2) renovating the existing facilities. As a result, moving services for this project will also be done in two phases.

Phase 1 will be different from Phase 2 in the following ways:

1. Phase 1 will be a much larger moving effort than Phase 2.
2. Phase 1 will be a move ending in a temporary layout of furniture and staff that will be in place to provide public service until Phase 2 of the overall construction project is completed.
3. Phase 1 will actually require two moves. The first move will be a smaller one of a single office space with approximately seven desk units and workers. This smaller move will provide space for the demolition of certain walls by construction crews that, in turn, will provide space to carry out the remainder of the Phase 1 move.

4. Phase 2 will require moving very few pieces of furniture because new furniture will be already installed in the renovated space. Some shelving, supplies, technology equipment, and staff materials will still need to be moved during Phase 2.
5. Some items with no value will be moved during Phase 1 and will be placed in a dumpster or otherwise discarded.

Materials moved as part of the base bid without Alternate #1 should be able to be moved from the original building into the addition and back without the need to go outside or use exterior doors.

Moving Services—Base Bid

Contractors should submit a single bid to cover costs for both Phase 1 and Phase 2. Please complete both the bid form and the bidder's certifications.

Phase 1

(Date of move to be determined, but approximately late-March 2021)

Tagging, packing, and relocation of approximately 2,600 single shelves of books, 20 double-faced audio-visual units, and other library materials from the Huntley Area Public Library's 15,000 sq. ft. original building to locations (some locations may be temporary) in the new building addition, immediately east of the original building. Approximately thirty-four wall shelves of materials will be moved from the original building to the addition. Approximately ten offices with around thirty desks will be moved. This includes office materials, furniture pieces, and technology equipment that will be moved from the original building into the addition, as well.

Phase 2

(Date of move to be determined, but approximately late-November 2021)

Tagging, packing, and relocation of approximately 320 single shelves of books and other library materials from the Huntley Area Public Library's addition to locations in the newly renovated original library building, immediately west of the addition. Approximately fifteen percent of the library's total office materials, furniture pieces, and technology equipment will be moved from the addition back into the newly renovated original building during this phase.

Alternate #1

Phase 1 (Date of move to be determined, but approximately late-March 2021)

Tagging, packing, relocation, and assembly of approximately thirty, five-foot shelving frames from Pack Stack & Store, located at 11200 Kiley Drive, Huntley, Illinois to the Huntley Area Public Library building at 11000 Ruth Road, Huntley, Illinois. The frames include ends, tops, and bottoms, but do not include shelves. If accepted, this alternate will replace Phase 1 (above) in the base bid.

Pack Stack & Store is essentially across the street from the existing library building. The following is an overhead view of the distance from the library property to the storage unit:



Moving Services—Bidder Competencies

Please be advised. Library moves are specialized. Firms bidding on this project must be capable of performing an organized, coordinated move of library materials. Failure to properly execute the move, including all organizational aspects and the correct placement of materials, may be considered a breach of contract. The successful bidder will need to do the following or have the following capabilities:

- Engage in extensive pre-move meetings with library staff to assist with move planning, scheduling, and sequencing.
- Provide full stack moving of up to twenty-five linear feet of materials-laden shelving.
- Employ color-coding systems and/or numbering systems that properly identify all items and provide the correct placement of those items in each new facility over the course of the moves for Phase 1 and Phase 2.
- Use non-skid, non-marring moving dollies and other equipment.
- Use equipment facilitating the safe and proper move of library-specific storage such as microform cabinets, map cases, and other similar library furniture and equipment.
- Use proper ramping, if and where needed, that is designed and fitted to the Huntley Area Public Library building's specific needs.
- Prepare site surveys for purposes of identifying challenges and obstacles that may be part of the moving process.
- Use moving containers designed for library materials, library-specific supplies, and the relocation of library staff members' library-related materials.
- Provide for the proper installation, disassembly, moving, and reassembly of library shelving units.

END OF CONTRACT SPECIFICATIONS

Bid Form

The Bidder, _____
(**insert full legal name of bidder**) (“Bidder”), hereby submits the following bid prices in response to the Huntley Area Public Library District’s request for bids for moving services as set forth in the Moving Services Bid Package 2020.

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 for inclusion in Phase 1, 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 is based on 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 lowest, responsible bidder based on the base bid or base bid plus Alternate #1, if awarded. The Library reserves the right to reject all bids.
6. With 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 the bid opening.

Signature Page Below

Signature Page

Bidder: _____

By: _____

Its: _____

Date: _____

Bidder's Address: _____

Bidder's Email: _____

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 Harassment 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, its representatives, 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

Sample Document—Award of Contract by Library

The Board of Library Trustees of the Huntley Area Public Library District, McHenry and Kane

Counties, Illinois hereby accepts the moving services bid of _____

(insert full legal name of bidder) (“Bidder”) submitted on or about

_____, 2020, and hereby award Bidder the contract for moving services.

By: _____

Board President

Attest: _____

Board Secretary

Date: _____