



## Illinois Heartland Library System

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### ILLINOIS HEARTLAND LIBRARY SYSTEM EDWARDSVILLE LOCATION

#### **INSTRUCTIONS TO BIDDERS**

Sealed bids are invited for the masonry work at the Illinois Heartland Library System, hereinafter called IHLS, building located at 6725 Goshen Road, Edwardsville, IL 62025 pursuant to the attached project description. The project must be completed no later than June 30, 2023. Bid must meet or exceed minimum specifications.

#### **BID SUBMISSION:**

Sealed bids must be received by **October 4, 2022, at 3:00 PM**, bids received after this date will not be accepted.

Sealed bids can be submitted via mail or delivered to:

Illinois Heartland Library System  
6725 Goshen Road  
Edwardsville, IL 62025

or via email (PDF format) to:

[Proposal-submission@illinoisheartland.org](mailto:Proposal-submission@illinoisheartland.org)

#### **FAXES ARE NOT ACCEPTABLE**

#### **BID OPENING:**

Bids will be publicly read aloud by the Illinois Heartland Library System, at the place, date, and time hereinafter designated. You are invited to be present if you so desire.

**PLACE:** Illinois Heartland Library System  
6725 Goshen Road  
Edwardsville, IL 62025

**DATE:** **October 6, 2022**

**TIME :** **1:30 PM**

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IMAGINING TOMORROW ~ DELIVERING POSSIBILITIES TODAY!

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**BID ACCEPTANCE:**

Bids will be reviewed by the IHLS Board of Directors and awarded bidder will be notified following the Board meeting.

**DATE OF BOARD MEETING:** October 25, 2022

**TAX EXEMPTION:**

IHLS is exempt from Federal, State, and Municipal taxes.

**SIGNATURE ON BIDS:**

IHLS requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his/her bid, represents that he has read and understands the documents and that these instructions to bidders are a part of the specifications.

**BIDDING PROCEDURES:**

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the IHLS Board of Directors.
2. Changes or corrections may be made in the documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the System to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the documents. Except in unusual cases, addendum will be issued to the IHLS website. Bidders who obtain a copy of the bid from our website are responsible for checking back on the site for any addenda issued.
3. Each bidder shall carefully examine all documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the System who will, if necessary, send written addendum to all bidders. The System will not be responsible for any oral instructions. All inquiries shall be directed to the person specific in these instructions. After bids are received, no allowance will be made for oversight by bidder.

**SUBSTITUTIONS:**

1. Each bidder represents that his/her bid is based upon the materials and equipment described in the documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The System shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his/her bid.

**REJECTION OF BIDS:**

The bidder acknowledges the right of the System to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the System to reject a bid if the bid is in any way incomplete or irregular. The System may also award, at its discretion, only certain items quoted on. The System also reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

**INVESTIGATION OF BIDDERS:**

The System will make any necessary investigation to determine the ability of the bidder to fulfill the bid requirements. IHLS reserves the right to reject any bid if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

**ACKNOWLEDGEMENT OF ADDENDA:**

Signature of company official on original bid document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific bid. Identification by number of addenda and date issued should be noted on all bids submitted.

**FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON BID SUBMITTED MAY RESULT IN DISQUALIFICATION OF BID.**

**Bidders who obtain a copy of the bid from our website are responsible for checking back on the site for any addenda issued.**

**CLERICAL ERRORS:**

If applicable, all errors in price extensions will be corrected by IHLS and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot," and award determination made on the basis of total price submitted.

**PAYMENTS:**

Prevailing Wage: **REQUIRED** – For additional information

<https://www2.illinois.gov/idol/FAQs/Pages/prevailing-wage-faq.aspx>

Partial Lien Waivers: **REQUIRED**

Final Lien Waivers: **REQUIRED**

**LAWS AND ORDINANCES:**

In execution of the work, the Bidder shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

**INSURANCE:**

Unless exempt by law, Bidder and its subcontractors shall maintain the insurance coverages stated below during the term of the contract and shall provide evidence of such coverage to System's Representative. Insurance must be placed with companies with an A.M. Best rating of A- or better rating and will be maintained for the duration of the project or the term for which

Supplies will be delivered and/or Services will be rendered. IHLS will be named as Additional Insured on all policies except Workers' Compensation and Employer's Liability

**A. Commercial General Liability - limits of not less than:**

Bodily Injury & Property Damage - Each Occurrence - \$1,000,000  
Bodily Injury & Property Damage - General Aggregate - \$2,000,000  
Products-Completed Operations Aggregate - \$2,000,000  
Personal & Advertising Injury Liability - \$1,000,000  
Fire Damage Legal Liability - \$100,000

**B. Worker's Compensation, as required by applicable law, with limits of not less than:**

Coverage A (Statutory Benefits): Illinois Statutory  
Coverage B (Employer's Liability): \$500,000 each disease - \$500,000 each employee - \$500,000 policy limit

Umbrella liability insurance may be used to meet the coverage requirements shown in A and B and must also be primary and non-contributory to any System's insured or self-insured program.

**C. Professional Liability:**

When the Services provided under this contract include any professional services, Bidder and its subcontractors shall maintain professional liability insurance coverage at minimum limits as indicated below, for itself, and its employees and agents to include coverage for acts, errors, and/or omissions related to the rendering or failure to render such professional services. When the policy is renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services by Bidder and its subcontractors under this Contract. A claims-made policy that is replaced or not renewed must have an extended reporting period of at least two years. When Bidder and its subcontractors provide medical-related services, the policy shall include coverage specific to medical malpractice.

Professional Liability/Errors and Omissions - \$1,000,000 per claim - \$3,000,000 annual aggregate.

Failure of the System to obtain Certificate(s) or other evidence of insurance from Bidder and its subcontractors shall not be deemed a waiver of these insurance requirements. Bidder shall ensure all subcontractors maintain insurance as required herein and will make proof of such insurance available to System upon request. Bidder and its subcontractors' failure to comply with the insurance requirements constitute a material breach of contract terms.

**SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:**

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and must do so. Persons failing to register are subject to criminal prosecution.

**DAMAGE AND NEGLIGENCE:**

The Bidder agrees to indemnify and save harmless the System and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the System for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

System shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods, and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot, or civil disturbance; (c) labor dispute, strike, work slowdown, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts, or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of System.

**DISCLOSURE:**

Bidder shall note any and all relationships that might be a conflict of interest and include such information with the bid.

**SUBCONTRACTORS:**

Bidders must state on the proposal form if he/she intends to use a subcontractor for this project. Failure to do so may be cause for rejection of bid.

**CHANGES TO CONTRACT AFTER BID AWARD:**

There shall be no deviations from any work without a written change order. All change orders must be approved by IHLS's Executive Director as well as executed by the successful bidder.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by IHLS's Executive Director, the successful bidder shall not be entitled to any type of compensation for services or materials provided.

**GENERAL:**

IHLS is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to Human Resources.

The bidder shall agree to save and hold harmless the IHLS, the members of its System Board, its agents, servants, and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any bidder awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the System entering into the contract upon request.

The System reserves the right to request additional information after your bid has been submitted.

**BLACKOUT PERIOD:**

After the System has advertised for bids, no pre-bid bidder shall contact any System officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements. Such bidders or sub-bidders making such request shall be made in writing at least five (5) days prior to the date for receipt of bids. No bidder shall visit or contact any System officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation, or sales call by any representative of a prospective bidder in violation of this provision may cause the disqualification of such bidder's response.

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Linda Petty  
Area Manager

Illinois Heartland Library System  
6725 Goshen Road  
Edwardsville, IL 62025  
Telephone: (618) 474-9828

**QUESTIONS PERTAINING TO BID PROCEDURES, AND REQUESTS TO VISIT THE  
EXISTING FACILITY CAN BE SUBMITTED VIA EMAIL TO Linda Petty**  
[lpetty@illinoisheartland.org](mailto:lpetty@illinoisheartland.org)

## Illinois Heartland Library System Request for Bid

### Project Description

This project consists of exterior masonry repairs at the Edwardsville office of the Illinois Heartland Library System located at 6725 Goshen Road in Edwardsville, Illinois. The building is a two-story full brick building totaling approximately 20,694 square feet. IHLS reserves the right to reject any or all bids.

Masonry Bid includes:

1. North & South elevations
  - a. Remove all existing caulk from nine (9) expansion joints. Pack with backer rod and caulk back in with close to existing color caulk. Remove approximately 88 SF of wall above second floor windows between 3rd and 4th expansion joints from South corner of elevation. Relay to plumb using new brick (brick to match existing as close as possible). Remove any deficient mortar from remaining portion of elevation and spot tuckpoint back in. **Approximately X% of the North elevation and X% of the South elevation**
2. East elevation
  - a. Remove all existing caulk from six (6) expansion joints. Pack with backer rod and caulk back in with close to existing color caulk. Remove any deficient mortar from remaining portion of elevation and spot tuckpoint back in. **Approximately X% of the East elevation.**
3. West elevation
  - a. Remove all existing caulk from six (6) expansion joints. Pack with backer rod and caulk back in with close to existing color caulk. Remove any deficient mortar from remaining portion of elevation and spot tuckpoint back in. **Approximately X% of the West elevation.**

Specifications:

Deficient mortar is described as any mortar washed back 1/4" or more and cracks or separations 1/16" or more.

Existing mortar to be removed to a depth of  $\frac{1}{2}$ " –  $\frac{3}{4}$ ".

All new mortar to be matched to existing mortar as close as possible.

All new mortar to be cleaned

Contractor agrees to remove all debris from site and leave the premises in broom-clean condition.

All work to be completed during normal business hours Mon-Fri.

All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.

**\*\*BID MUST MEET OR EXCEED MINIMUM SPECIFICATIONS\*\***

## **CERTIFICATION OF CONTRACT/BIDDER**

The below signed bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks, and bribery.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

THIS FORM **MUST** BE SCANNED AND SUBMITTED WITH YOUR BID



## **BID SUBMISSION SHEET**

Company Name

Contact Name

Contact Title

Phone Number

Date

### **Masonry Work**

#### **Masonry Bid**

Total Price

Estimated linear feet of brick area  
repaired

Warranty Period

Expected Start Date

Expected Completion Date

#### **Options Pricing:**

Additional Recommendations beyond  
scope of project

#### **Additional Project Details:**

Mortar/Additive/ Brand and Mix Name

Caulking Brand/Type

Other Materials to be used

*Attach any additional notes or supporting materials as necessary*