ILLINOIS HEARTLAND LIBRARY SYSTEM
EDWARDSVILLE LOCATION

INSTRUCTIONS TO BIDDERS
Sealed bids are invited for Asphalt Parking Lot Overlay, Filling, Sealing, and Restriping Services 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, 2024, with pricing guaranteed through September 30, 2024, if delays should occur. Bid must meet or exceed minimum specifications.

BID SUBMISSION:
Sealed bids must be received electronically by **January 29, 2024, at 3:00 PM**, bids received after this date will not be accepted.

Proposal-submission@illinoisheartland.org
Subject Line: Parking Lot Sealed Bid

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: **January 30, 2024**

TIME : **1:30 PM**
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: **February 27, 2024**

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 No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the IHLS Board of Directors.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.

CONTRACTORS:
The Contractor must be experienced asphalt parking lot repairs, sealing, and re-stripping.
Please provide references of similar projects, include name and contact numbers.

Contractor is responsible for minimizing noise, dust and dirt impacts on the facility, adjacent
buildings, vehicles and visitors. Contractor must locate all utility points prior to commencement
of work and use appropriate caution operating around utilities. The contractor shall be required
to provide appropriate warning signs and barricades during the project to ensure public safety.

In carrying out parking lot work, contractor must ensure coordination with IHLS staff to minimize
the number of days that IHLS will need to cancel services for delivery to member libraries.

IHLS:
Illinois Heartland Library System will provide necessary electricity, water and restroom facilities
for the project.

TIMING:
The project must be completed no later than June 30, 2024, with pricing guaranteed through September 30, 2024, if delays should occur. Contractor is to provide Illinois Heartland Library System with 2 weeks’ notice prior to beginning project.

**WARRANTY:**
Asphalt repairs shall be guaranteed for labor and materials for a minimum period of 36 months after completion.

**MATERIALS:**
The contractor shall be responsible for providing all material necessary to complete the parking lot repair. The contractor shall be responsible for accurately measuring the quantity of material required for the entire project. Quantities identified herein are estimates. IHLS does not guarantee a specific amount of work under the contract. The contractor shall not impose minimum or total order quantities.

The contractor shall provide the IHLS with all current Material Safety Data Sheets (MSDS) prior to use of any hazardous material on the parking lot site.

**PAYMENTS:**
**Prevailing Wage: REQUIRED**

The Prevailing Wage Act governs the wages that a contractor or subcontractor is required to pay to all laborers, workers and mechanics who perform work on public works projects. The Act also sets forth the record keeping requirements for a contractor or subcontractor and sets forth the obligations of municipalities and other public bodies to establish the prevailing wage as well as, to notify in writing all contractors and subcontractors regarding the Prevailing Wage Act when bidding and awarding contracts, as well as on work orders. This act also includes submission of certified payroll to Illinois Heartland Library System and the Illinois Department of Labor.

For additional information [https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html](https://labor.illinois.gov/laws-rules/conmed/prevailing-wage-act.html)

**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:**
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, and when applicable, the IHLS Board of Directors, as well as executed by the successful bidder.

Any change orders proposed should be presented in writing to Colleen Dettenmeier, no later than 10 business days from the start date of the project.

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 scheduling a site visit. 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 a site visit is requested. 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. When it comes to interpretation of bid specifications and clarification of bid submission requirements we will hold a pre-bid conference on January 17, 2024, at 1:00 p.m. at 6725 Goshen Road, Edwardsville, IL 62025. Vendors shall register via this link.

CONTACT:
Colleen Dettenmeier
Delivery & Facilities Director
Illinois Heartland Library System
6725 Goshen Road
Edwardsville, IL 62025
Telephone: (618) 474-9921

QUESTIONS CAN BE SUBMITTED VIA EMAIL TO
Colleen Dettenmeier cdettenmeier@illinoisheartland.org
Illinois Heartland Library System Request for Bid

Project Description
This project consists of asphalt parking lot repairs which include overlay, filling, sealing, and restriping services at the Edwardsville office of the Illinois Heartland Library System located at 6725 Goshen Road in Edwardsville, Illinois. IHLS reserves the right to reject any or all bids. The project must be completed no later than June 30, 2024, with pricing guaranteed through September 30, 2024, if delays should occur.

Asphalt parking lot specifications include:

1. Supply all labor, transportation, material apparatus, tools, drawings, and permits necessary for asphalt parking lot repair work. All work must be completed by an Illinois Licensed Contractor. Copies of the Tonnage Receipts, Warranty Certificate(s), and Maintenance Schedule must be submitted at the end of the project. The contractor shall be responsible for the demolition, removal and lawful disposal of all excess materials, including any waste and debris. All costs for said removal shall be included in the bid price.
   a. All applications shall be in accordance with City of Edwardsville code requirements.
   b. Contractor shall verify square footage.
2. Parking Lot A Work (as labeled in Appendix A) – Approximately 12,500 sq ft of patching/filling parking lot cracks, sealing parking lot, and re-striping parking lot for 38 spaces. The only change from current striping is to include a no parking area next to the drop box.
3. Parking Lot B Work (as labeled in Appendix A) – Approximately 33,000 sq ft of priming and tact coat, 2” overlay on entire parking lot, and re-striping parking lot for 37 spaces in rear lot and 8 spaces and 4 handicap in front lot. Milling will be required in some sections to maintain current flush pavement access at parking lot entrance, sidewalk entrances to building, and both entrances of garage doors. The only change from current striping is to include a no parking area in front of the North entrance stairs and the change of one handicap parking space to a regular parking space in the front entrance lot.

In carrying out parking lot work, contractor must ensure coordination with IHLS staff to minimize the number of days that IHLS will need to close building for delivery to member libraries.

Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt work to be installed according to manufacturer's written instructions and warranty requirements.

Warranty Period: Three years from date of Substantial Completion.

**BID MUST MEET OR EXCEED MINIMUM SPECIFICATIONS*
Appendix A

Picture of Parking Lot at 6725 Goshen Road, Edwardsville, IL 62025

Parking Lot A
Approx. 12,500 sq ft

Parking Lot B
Approx. 30,000 sq ft
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

**Asphalt Parking Lot Bid:**
Total Price
Warranty Period
Expected Start Date
Expected Completion Date

*Attach any additional notes or supporting materials as necessary*

☐ By checking this box, the contractor agrees to follow the Prevailing Wage Act requirements as established by the Illinois Department of Labor.