

Schaumburg Township District Library
Legal Notice Invitation for Bid

The Schaumburg Township District Library, hereafter referred to as the "Library" will accept sealed bids for **Snow and Ice Removal** at the Library's Parking lots and Sidewalks.

Specifications and all Bid/Contract Documents are only available on-line on the Library's "Current Bids" web page at <https://www.schaumburglibrary.org/bids>. Prices quoted must be valid for a minimum of 60 days from the date of the bid opening.

The Contractor must pay the Prevailing Wage Rates for all work per Illinois Law. It is the policy of the Library to provide equal opportunity to all qualified businesses in the awarding of contracts. Accordingly promotes the utilization of diversified businesses to the maximum extent feasible in any contract issued against this invitation to bid.

There will be a Pre-Bid Meeting for all interested bidders. Any bidders submitting a bid on these projects are encouraged but not required to attend this meeting.

Location and date/time are as follows:

Location: Schaumburg Township District Library, 130 South Roselle Rd., Schaumburg, IL 60193 - South Rasmussen Room.

Date: Thursday, October 3, 2019 Time: 10:00 AM.

Sealed bids for the above services must be received on or before **1:00 p.m., Local Time, Thursday, October 10, 2019.**

Bids must be addressed to:

Ms. Annie Miskewitch
Schaumburg Township District Library
130 South Roselle Road, Schaumburg, Illinois, 60193
Bid Response 2019-BP-01-Snow and Ice Removal

All bids will be publicly opened immediately thereafter at the **North Rasmussen Room**. Late bids will be rejected.

The Library reserves the right to reject any and all bids or to waive any technicalities, discrepancies, or information in the bids. The Schaumburg Township District Library does not discriminate in admission, access to, treatment, or employment in its programs and activities.

General questions regarding this Legal Notice and all detailed questions concerning the actual bid specification are to be forwarded by e-mail to bids@stdl.org no less than five (5) business days prior to the scheduled bid opening date.

Following the bid opening and review, a recommendation of the lowest and most responsible bidder will be provided to the Library Board for pending approval.

Individuals with disabilities who plan to attend this meeting and who require certain accommodations to allow them to observe and/or participate in this meeting are requested to contact (847) 923-3209 at least one (1) week prior to this public meeting if possible.

Published: September 26, 2019

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provision will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs 1,5, 6, and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Schaumburg Township District Library does not discriminate on the basis of any disabilities in admission or access to, or treatment or employment in, its programs and activities.

STANDARD CONDITIONS

Contract Documents: Any drawings, plans, standard conditions, special conditions, supplemental additional conditions, specifications, bid notice, bid sheet, and addendum, if any, as specified herein shall form the "Contract Documents." For the purpose of this bid, the word "Library" shall refer to Schaumburg Township District Library, and the word "Bidder" shall refer to any person, company, or entity submitting a bid. Any work shown or described in one of the documents shall be construed as if described in all the documents.

Interpretation of Contract Documents: Each request for interpretation of the Contract Documents shall be made in writing addressed to Annie Miskewitch, Schaumburg Township District Library, 130 South Roselle Rd., Schaumburg, IL 60193 and shall be received at least five (5) business days prior to the scheduled bid opening date. Interpretations and supplemental instructions will be in the form of written addenda to the Contract Documents.

Electronic Bid Documents: Bidders that download PDF documents from the Schaumburg Township District Library's web page must immediately notify via e-mail to bids@stdl.org if they intend to submit a response to the bid documents. This step is necessary to establish a communication link between the Library and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Library, is responsible for obtaining any addenda to the original specification when the Bidder chooses the option of downloading bid or proposal files. Addenda and other relevant information will be posted on the <https://www.schaumburglibrary.org/bids> web page.

Submittal of Bid: Bids must be submitted to the attention of Annie Miskewitch at the above address no later than 1:00 p.m. on Thursday, October 10, 2019. Bids arriving after the specified time will not be accepted. Mailed bids which are delivered after the specified hour will not be accepted regardless of postmarked time on the envelope. Bidders should carefully consider all bid delivery options (US Postal Service, UPS, Federal Express, private delivery service, etc.) and select a method that will successfully deliver their bid by the required time and date. Bids shall be submitted in sealed envelopes carrying the following information: Bidder's name, address, subject matter and project number of bid as indicated in the specification, and designated date and time of the bid opening.

Withdrawal of Bid: Bidders may withdraw or cancel their bid, in written form, at any time prior to the advertised bid opening time.

Bidder's Qualifications: No award will be made to any Bidder who cannot satisfy to the Library that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully within the time named (i.e. responsible). The Library's decision or judgment on these matters shall be final, conclusive, and binding. The Library may make such investigations as it deems necessary. The Bidder shall furnish to the Library, under oath if so required, all information and data the Library may request for the purpose of investigation.

Preparation of Bid: The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents and any further specified documentation. The Library will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.

Compliance with Laws: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of bids or the performance of the contract.

Alternate: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Library's written decision of approval or disapproval of a proposed substitution shall be final. Alternate bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids in a sealed envelope and identify the envelope as required for all bids, except that the phrase **Alternate Bid** shall be used. Bidders are cautioned that, if an alternate bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, **if required**, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.

Freedom of Information Act (FOIA): The Library is required by Public Act 96-542 to comply with freedom of information requests (FOIA) within five (5) business days of a record request. All contractors used by the Library may be in possession of records covered by this act and therefore will be required to provide the Library with those records upon request and within the time frame of the Act.

Confidentiality: As a public agency, the Library is required to adhere to Freedom of Information Public Act 96-542. If a responding firm intends to request confidentially on any portion of a bid, the submittal shall also include a redacted copy of the bid. Limited redactions will be considered. However, entire full redaction of bid submittals will not be considered for award.

Bid Review: The Library reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Library will be served by such action. Furthermore, the Library reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Library may determine as follows: 1) an equal or alternative is a satisfactory substitute; 2) an early delivery date is entitled to more consideration than price; 3) an early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates; 4) a Bidder is not a responsible Bidder; and 5) what exceptions or deviations from written specifications will be accepted. No bid will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the Library upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Library, or had failed to perform faithfully any previous contract with the Library.

Form of Contract: The form of contract between the Library and the successful Bidder will be a purchase order referencing the bid specification, the bid submitted by the successful Bidder, and the resulting purchasing order.

Bid Results: Following the bid opening and review period, pending contract awards will be posted on the Library's web page at <https://www.schaumburglibrary.org/bids>. Bid tabulations posted on-line represent "as read" submittals at time of the bid opening. They do not represent contract award.

A. GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

Scope of Work: The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper, and lawful construction, maintenance, and use of the same. This work shall be completed to the satisfaction of the Library. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. **The Library is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.**

Payment: Payment shall be made within 30 days of invoice receipt and approval, unless otherwise specified in the agreed upon contract. **All invoices must be submitted to the Schaumburg Township District Library, Business Office, 130 South Roselle Rd., Schaumburg, IL 60193.** If prevailing wage is a requirement of the contract, the invoice must include certified payroll and waivers. Failure to submit all documentation as specified may result in delay of invoice payment.

Period of Unemployment: Public Act 30 ILCS 570 Employment of Illinois Workers on Public Works Act must be adhered to in entirety by the awarded contractor. This act requires the use of Illinois workers on Public Works projects during periods of excess unemployment, which means any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Toxic Substance: Prior to delivery of any material which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid. (Materials Safety Data Sheet).

Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Library before final payment on the contract is issued.

Termination of Contract: The Library reserves the right to terminate in whole or any part of this contract, upon written notice to the Bidder, in the event of default by the Bidder. Default is defined as failure of the Bidder to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Library may procure, upon such terms and in such a manner as the Library may deem appropriate, supplies, or services similar to those terminated.

The Bidder shall be liable for any excess costs for such similar supplies or services unless evidence is submitted to the Library that, in the sole opinion of the Library, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

Hold Harmless Agreement (Contractual Liability): The Bidder agrees to indemnify and save harmless the Library, including its elected or appointed officials, employees, and agents against any and all claims, loss damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from the negligence or the intentional acts of the Bidder, or otherwise. *(With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Library, its agents, or employees, including: 1) the preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and 2) supervisory, inspection, or engineering services.

* **Special Requirement:** If the Bidder is an architectural firm or engineering firm, said Bidder shall file a certificate of insurance for professional liability, errors and omissions coverage subject to final acceptance by the Library of said coverage.

Insurance: The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Library. The General Liability coverage shall name the Schaumburg Township District Library as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchased by the Library. All insurance noted below will not be canceled, reduced, or materially changed without providing the Library thirty (30) days advance notice, via certified mail.

The Bidder will provide written Proof of Endorsement, with the General Liability policy number on the endorsement.

- A. **Comprehensive General Liability** including Products Liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
- B. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
- C. **Umbrella or Excess Liability** coverage, the Contractor shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
- D. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write worker's compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
- E. **Insurance Rating** – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
- F. **A certificate of insurance** is required as evidence of coverage, with the Schaumburg Township District Library named as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the named insured, whether it is the contractor or a sub-contractor, shall be provided to the Library without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for

any reason whatsoever the Library will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Contractor. All deductibles or other forms of retention are subject to the approval of the Library. Contractor will disclose to the Library in writing the amounts of any deductible or self-insured retentions on the insurance required under this contract.

Contractor waives any right of subrogation it may have or later acquire against the Library.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Library, nor shall Bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs A through D of this Section for not less than one (1) year after completion of this contract.

B. CONSTRUCTION SUPPLEMENTAL ADDITIONAL CONDITIONS

Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the Deputy Director of the Library and approved by the Executive Director of the Library.

Public Act 094-0460 will require the successful contractor verify any change order request you receive from a subcontractor will not exceed 49% of your original subcontract amount. Any needed change order that will increase the subcontract by 50% or more will require your opening up that portion of the work to competitive bidding.

Failure to Execute: Failure to execute the contract shall, at the option of the Library, constitute a breach of the agreement made by acceptance of the bid, and the Library shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Library.

Waiver of Lien: Where applicable, a Waiver of Lien and Contractor's Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Library approving final payment.

**SCHAUMBURG TOWNSHIP DISTRICT LIBRARY
INVITATION FOR BID
SNOW REMOVAL AT LIBRARY PARKING LOTS &
VARIOUS SIDEWALKS**

Intent: The intent of this Invitation for Bid is to enter into a contract with a qualified contractor to provide the specified snow and ice removal services from Library parking lots and sidewalks at various locations. Bidders will be required to demonstrate their capability through references or by means acceptable to the Schaumburg Township District Library, hereafter referred to as “Library”.

This contract will be administered and direction given to the contractor by the Deputy Director of the Library (hereafter “Deputy Director” or "Director") or her authorized representative.

Pre-bid Meeting: A pre-bid meeting to answer any questions concerning the requirements of the specifications and scope of work will be held at **10:00 a.m. on Thursday, October 3, 2019**, at the Schaumburg Township District Library - South Rasmussen Room, 130 South Roselle Rd., Schaumburg Illinois 60193.

Although attendance at the pre-bid meeting is not mandatory, **all contractors wishing to bid on this contract are strongly urged to attend**. Strong consideration will be given to the Bidders’ clear understanding and familiarity with the Library's needs in determining an award of the contract.

Questions: All questions must be submitted in writing no less than five (5) business days prior to the scheduled due date via email to bids@stdl.org. No verbal questions will be answered. Bidders are advised not to contact the Deputy Director during the open solicitation period of this Invitation for Bid.

Insurance: Prior to award of contract, the awarded vendor must provide the Library with a Certificate of Insurance naming the Library as additional insured, *limits as required under A. General Supplemental Additional Conditions*, and written Proof of Endorsement with General Liability policy number on the endorsement.

Location of Parking Lot Work: Complete snow removal from parking lot areas at the following specific locations is required:

- | | |
|-----------------------------------------|----------------------------------------------|
| A. Schaumburg Township District Library | 130 South Roselle Rd., Schaumburg, IL 60193 |
| B. Hoffman Estates Library | 1550 Hassell Rd., Hoffman Estates, IL 60169 |
| C. Hanover Park Library | 1266 Irving Park Rd., Hanover Park, IL 60133 |

Location of Sidewalk Work: Complete snow and ice removal from sidewalk areas at the following specific locations only:

- | | |
|----------------------------|----------------------------------------------|
| D. Hoffman Estates Library | 1550 Hassell Rd., Hoffman Estates, IL 60169 |
| E. Hanover Park Library | 1266 Irving Park Rd., Hanover Park, IL 60133 |

Term of Contract: The initial term of this contract shall begin on date awarded and run through including April 30, 2020, subject, however, to the right of the Library to cancel and terminate the same at any time by giving a thirty (30) day notice in writing to the contractor. The Library invokes the right to cancel the contract for poor performance, and/or for other issues that the Library deems unacceptable or below the standard specified in the contract. In the event of such cancellation, the Contractor shall be entitled to receive payment for services and work performed, and equipment furnished under the terms of the contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever.

This contract may be renewed for three (3), one (1) year optional extensions. The optional years will automatically renew providing the Schaumburg Township District Library has not notified the vendor by written notice, not less than ninety (90) days prior to the contract expiration date, of the Library intent to re-solicit new bids.

A one-time economic adjustment for labor, material, and equipment costs may be negotiated for each one-year extension to the contract after the initial one year contract period. This economic adjustment may not exceed the published local Consumer Price Index (CPI) for the previous twelve-month period. The contracted vendor shall be responsible for notifying the Library (by written notice) of any requested increase not less than ninety (90) days prior to the expiration of the contract year.

Due to budget constraints, the Library reserves the right to add or delete from the bid as required. No adjustments in bid prices or additional compensation will be made for decreases in the quantities or services from the bid.

Scope of Work: The scope of work consists of furnishing all labor and snow removal equipment to maintain the above-listed parking lots and sidewalks in a safe operating condition at all times which will include the 24-hour service on weekdays, Saturdays, Sundays, and Holidays.

Holidays are defined as Thanksgiving Day, Christmas Day, and New Year's Day.

The Contractor shall be responsible for providing salt for the salting of parking lots A through C.

The Contractor shall be responsible for removing snow accumulations as well as providing salt and salting all sidewalks continuously or as directed by the Deputy Director of the Library or her authorized representative at sidewalk locations D through E.

The Library shall provide snow removal on all pedestrian areas at sidewalks location A.

Qualification of Bidder: As evidence of past experience and work performance, the Bidder must supply with their bid a reference list of previous snow removal experience, and present and anticipated contractual work load, which will be used to verify the Bidder's qualifications to perform under the terms of this contract.

Subcontracting: The contractor shall not be allowed to subcontract work under this contract. This no subcontracting clause also prohibits brokering of any portion of this contract to an independent contractor. All operators and drivers must be employees of the contractor.

Equipment: The contractor must supply a list of equipment that will be dedicated to this contract including model numbers, plow/blade sizes, and liquid and solid anti/de-icing equipment. If equipment is not owned, the contractor must supply all lease and rental agreement documentation, as well as proof of payment to the rental or leasing agent for the minimum period of time of November 1st to April 30th of each year the contract is enforced. All equipment regardless if it is owned, rented, or leased must have the company name, in vinyl or painted lettering, on two sides of the vehicle.

Please include additional equipment available in the event of heavy snowfall such as graders, end loaders (include bucket capacity), etc.

Proof of possession of the equipment and proof of insurance coverage is required prior to award of the contract. All equipment must be available for use throughout the term of the contract, as the need is determined by the Library.

BID MAY BE CONSIDERED “NON RESPONSIVE” IF THESE REQUIREMENTS ARE NOT FULFILLED.

Protection of Public and Private Property: The contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the contractor’s operations.

The contractor shall assume responsibility for all damage to property (including curbs, planting beds, and grass area) caused by equipment used for removal of snow. All damage shall be the responsibility of the contractor to repair. It shall be the responsibility of the contractor to inspect the premises where the work is to be performed prior to submitting the bid.

Any practice obviously hazardous in the opinion of the Director, or her representative, shall be immediately discontinued by the contractor upon receipt of either written or oral notice to discontinue such practice. The contractor shall provide all safeguards and suitable barricades to protect public and adjacent property. **The Library is not responsible for site safety. The contractor is solely and exclusively responsible for site safety.**

Accidents: In the event of accidents of any kind, the contractor shall immediately notify the Director or her representative, and the Police Department, to secure an accident report and shall provide a full accounting of all details of the accident. The contractor shall furnish the Library with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties.

Prosecution of Work: Proper timing and use of equipment are essential in maintaining a continuous, expeditious, and safe operation of the lots. Consequently, it is imperative that all equipment is in good operating condition at all times so as to ensure maximum working efficiency and prevent unnecessary failures. Time is of the essence in arriving at the scene to commence snow removal efforts. To ensure uninterrupted operation of the lots, callouts shall be answered promptly, and extraordinary effort shall be exerted by the contractor to render service.

The contractor shall perform the work in the following manner:

- A. The contractor shall at all times maintain a force of qualified personnel sufficient to perform the work required and described herein. The force of qualified

workmen shall be sufficient to respond to emergency calls which may be received at any time. Manpower must be activated and equipment operating at the site within one hour after notification by the Library and be dedicated to the work of this contractor. The contractor must setup manpower and equipment to run continuously until snow fighting efforts are no longer required.

B. The contractor shall submit, in writing, the name, address and telephone number of the person in his organization to whom instructions may be given by the Director or her authorized representative on a 24 hour per day basis. One designated supervisor in the contractor's organization shall be available on the job site at all times during snow plowing operations.

C. It shall be the responsibility of the contractor to have the supervisor report to the Director or her authorized representative at the start and completion of each operation. A form to verify hours worked and equipment used will be provided by the Library and will be signed by both the contractor and the appropriate library representative as a prerequisite for payment.

D. Library forces will salt and plow as necessary in parking lot A.

E. The contractor shall provide snow removal by plowing snow up and over curbs in designated areas, or to the outer edge of each section of the parking area. A map with plowing locations indicated will be provided to the contractor. The contractor shall provide anti-icing, salting or de-icing in parking lots A through C.

F. The contractor must maintain drivable access for Library vehicles/equipment at parking lot A throughout each storm event regardless of the inch per hour snowfall rate at the following locations;

- Schaumburg Township District Library 130 South Roselle Rd., Schaumburg, IL 60193

G. The contractor must maintain sidewalk access for public safety 7 days per week during normal business hours and one hour prior to opening during each storm event regardless of the inch per hour snowfall rate at the following locations;

- Hoffman Estates Library (8AM to 9PM), 1550 Hassell Rd., Hoffman Estates, IL 60169
- Hanover Park Library (8AM to 9PM) 1266 Irving Park Rd., Hanover Park, IL 60133

H. Parking of contractor's equipment, used for the execution of this contract, is permitted at designated areas only. The Library will not accept any risk for vehicles or equipment parked in or out of the designated areas.

Parking Lot Operations: Depending on snowfall conditions, the following snow removal operations will be initiated:

- **ANTI-ICING and SALTING OPERATION PARKING LOTS A through C:** Anti-icing and salting operations Parking Lots A through C. The contractor shall have sufficient equipment to apply liquid anti-icing chemicals ('Super Mix'-85% Brine, 10%Beet, and 5% Calcium Chloride) and/or solid de-icing chemicals (road salt) in all designated paved areas. The contractor will be notified by the Director or her authorized representative as to when to begin salting operations. The contractor will then have two (2) hours to respond and complete the anti-icing and/or salting operation. The contractor shall report to the Director or her authorized representative that the anti-icing and/or salting operation has been completed.
- When temperatures are below freezing, the contractor shall use salt pre-treated with liquid calcium chloride or 'Super Mix'.

- **OPERATION #1:** For an accumulation in **excess of 1 inch and less than 5 inches of snow**, the contractor shall provide sufficient equipment and manpower to remove snow from all paved areas. Sufficient equipment shall be provided to complete this operation within a maximum of **4 hours** after the clearing operation has begun.
- **OPERATION #2:** For an accumulation of **5 inches and less than 9 inches of snow**, the contractor shall provide sufficient equipment and manpower to remove snow from all paved areas. Sufficient equipment shall be provided to complete this operation within a maximum of **4 hours** after the clearing operation has begun.
- **OPERATION #3:** For an accumulation in excess of **9 inches of snow** on the paved area, additional equipment may be required to plow snow. This additional service shall be provided by the contractor, with sufficient equipment and manpower to complete the entire designated parking lot area in a maximum of **6 hours** after the clearing operation has begun.

Sidewalk Operations: Depending on snowfall conditions, the following snow removal operations will be initiated:

- **OPERATION #1:** For an accumulation in **dusting to 1 inch of snow**, the contractor shall provide sufficient equipment and manpower to salt and/or remove snow from all sidewalks. Sufficient equipment shall be provided to complete this operation within a maximum of **4 hours** after notification.
- **OPERATION #2:** For an accumulation **over 1 inch and less than 9 inches of snow**, the contractor shall provide sufficient equipment and manpower to salt and/or remove snow from all sidewalks. Sufficient equipment shall be provided to complete this operation within a maximum of **4 hours** after notification.
- **OPERATION #3:** For an accumulation in excess of **9 inches of snow** on sidewalks, additional equipment may be required to remove snow. This additional service shall be provided by the contractor, with sufficient equipment and manpower to complete this operation in a maximum of **6 hours** after notification.

The depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

If stored snow within the lots reaches an undesirable level, the contractor may be required to load and remove the snow to another location within the lot and will be paid under the hourly equipment rates.

Method of Payment: All charges for snow removal will start when equipment begins operation at the first lot and will end when the plowing operations at all lots specified in this contract have been completed. No separate charge for transportation of equipment, downtime, repair or maintenance to or from sites will be allowed.

Payment will be made on the basis of the total depth of snow accumulated on the pavement when a snow removal operation begins, not on the total accumulation of snowfall at the end of a storm.

The contractor shall be paid for the operation described in ***Type of Operation* SALTING OPERATION, OPERATION #1, and OPERATION #2** above on a lump sum basis each time a complete clearing operation is made. Supervision shall be required and is included in the lump sum price.

The contractor shall be paid for the operation described in ***Type of Operation* OPERATION #3** above on an hourly basis for labor and equipment required. The contractor shall submit an hourly cost for each piece of equipment provided on their equipment list (including the cost of the operator) in the space provided on the ***Bid Sheet***. Any charges for premium time shall be noted in the appropriate area on the form. Supervision, equipment operators, and labor are included in all lump sum and hourly rates.

Exceptions: Any exceptions to the specifications of this bid document shall be noted on the Detail Exceptions Sheet and included at the time the bid is submitted.

DETAILED COST SHEETS

PARKING LOTS LISTED BY AREA AND LOCATION					
		MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
A	Schaumburg Township District Library	\$	\$	\$	\$
B	Hoffman Estates Library	\$	\$	\$	\$
C	Hanover Park Library	\$	\$	\$	\$

ANTI-ICING OPERATION 'Supermix' 80-15-5			
PARKING LOTS A-B-C			
MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
\$	\$	\$	\$
* 12:01 a.m. to 12:00 midnight. ** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.			

SALTING OPERATION UNTREATED SALT			
PARKING LOTS A-B-C			
MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
\$	\$	\$	\$
* 12:01 a.m. to 12:00 midnight. ** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.			

SALTING OPERATION PRE-TREATED SALT			
PARKING LOTS A-B-C			
MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
\$	\$	\$	\$
Page 18 of 26			PW-458 18
* 12:01 a.m. to 12:00 midnight. ** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.			

OPERATION #1 PARKING LOT COMPLETE CLEARING EXCESS OF 1 INCH AND LESS THAN 5 INCH SNOW ACCUMULATION			
<i>The depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.</i>			
MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
\$	\$	\$	\$
* 12:01 a.m. to 12:00 midnight. ** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.			

OPERATION #2 PARKING LOT COMPLETE CLEARING EXCESS OF 5 INCH AND LESS THAN 9 INCH SNOW ACCUMULATION			
<i>The depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.</i>			
MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
\$	\$	\$	\$
* 12:01 a.m. to 12:00 midnight. ** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.			

OPERATION #3

**PARKING LOT COMPLETE CLEARING
HOURLY EQUIPMENT RENTAL RATE
9 INCH SNOW ACCUMULATION**

The depth of snow accumulation is measured at the time each plowing operation commences. It is not the total accumulation of snow at the end of the storm.

	WEEKDAY MONDAY THRU FRIDAY Rate/Hour	SATURDAY* Rate/Hour	SUNDAY* Rate/Hour	HOLIDAYS** Rate/Hour
4X4 PICKUP	\$	\$	\$	\$
DUMP TRUCK W/PLOW (MIN. 25,000 GVW)	\$	\$	\$	\$
4WD END LOADER (RUBBER TIRED MIN., 75HP/1.5CY BUCKET OR PLOW)	\$	\$	\$	\$
DUMP TRUCK ONLY (MIN. 25,000 GVW)	\$	\$	\$	\$
SEMI-TRAILER TRUCK	\$	\$	\$	\$

* 12:01 a.m. to 12:00 midnight.

** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

SIDEWALKS LISTED BY AREA AND LOCATION

		MONDAY THRU FRIDAY WEEKDAY (lump sum)	SATURDAY* (lump sum)	SUNDAY* (lump sum)	HOLIDAYS** (lump sum)
D	Hoffman Estates Library	\$	\$	\$	\$
E	Hanover Park Library	\$	\$	\$	\$

* 12:01 a.m. to 12:00 midnight.

** Holidays are defined as Thanksgiving Day, Christmas Day and New Year's Day.

BID SHEET

Note: the Bidder must complete all portions of the Bid Sheet.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33E-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue. (65ILCS 5/11-42.1-1)

It is understood that the Library reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: _____

**SNOW REMOVAL AT LIBRARY PARKING LOTS
& VARIOUS SIDEWALKS**

Confirm you completed in full all of the <i>Detail Cost Sheets</i> and have included them with your bid submittal.	Yes	No
--------------------------------------------------------------------------------------------------------------------	-----	----

Our firm understands that subcontracting and/or brokering of any portion of this contract to an independent contractor is not allowed. All work must be performed by employees of the contractor.

- OR -

NO BID – Keep our company on your Bidders List	:Signature :Date
NO BID – Remove our company from your Bidders List	:Signature :Date

- Note: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

INDEMNIFICATION: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Library against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiated by any person whatsoever, arising or alleged to have arisen out of work described herein, except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Library.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____ (Company Name) is not barred by law from submitting a bid to the Library for the project contemplated herein because of a conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____ (Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1; and that

_____ (Company Name) provides a drug free workplace pursuant 30 ILCS 580/1, et seq.; and that

_____ (Company Name) certifies they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635: and that

_____ (Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

Bidder's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City

State

Zip Code

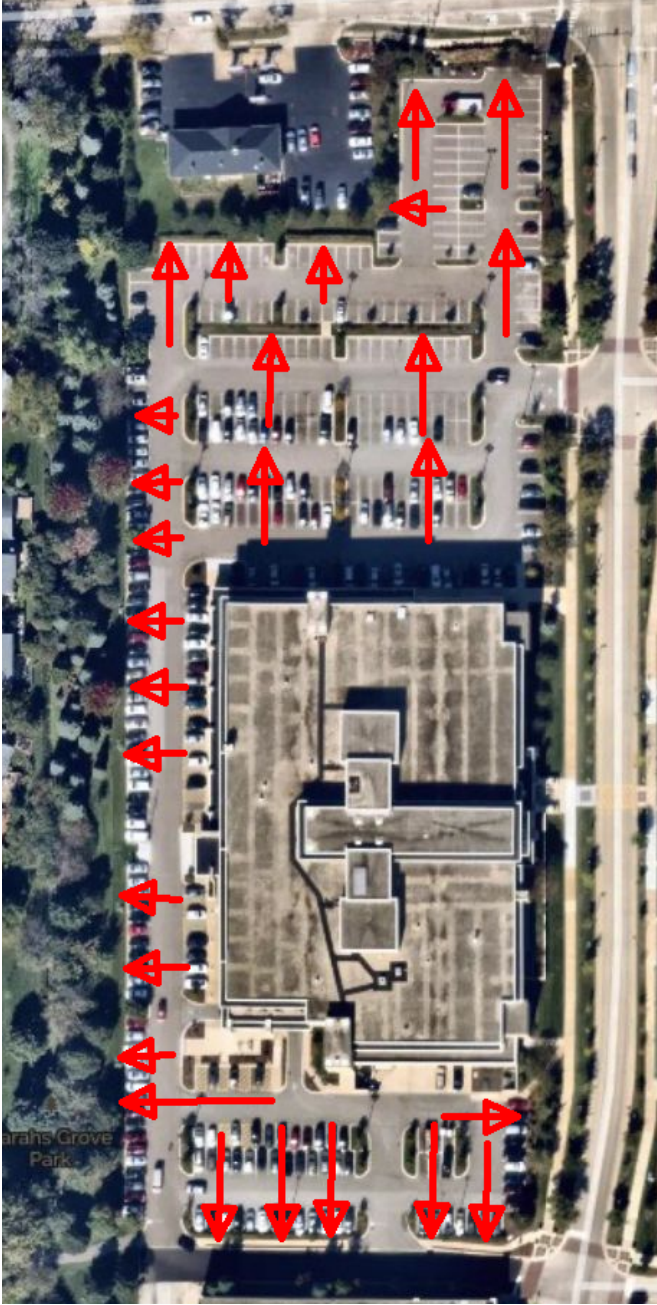
E-mail Address

Phone Number

Fax Number

Date

Parking Lot A
Schaumburg Township District Library
130 South Roselle Rd., Schaumburg, IL 60193



Push Direction

**Parking Lot B
Hoffman Estates Libray
1550 Hassell Rd., Hoffman Estates, IL 60169**



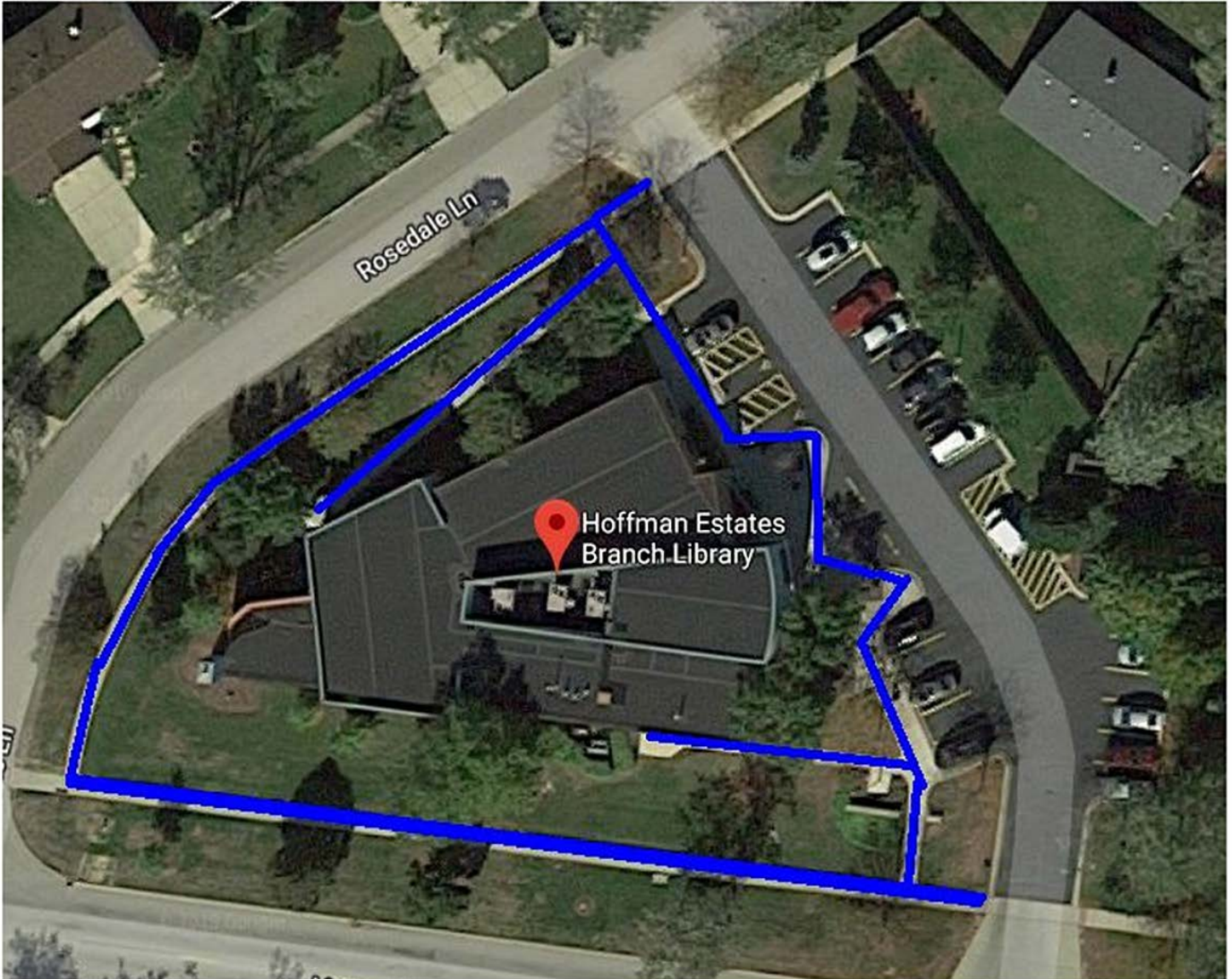
Push Direction

**Parking Lot C
Hanover Park Library
1266 Irving Park Rd., Hanover Park,
IL 60133**




Push Direction

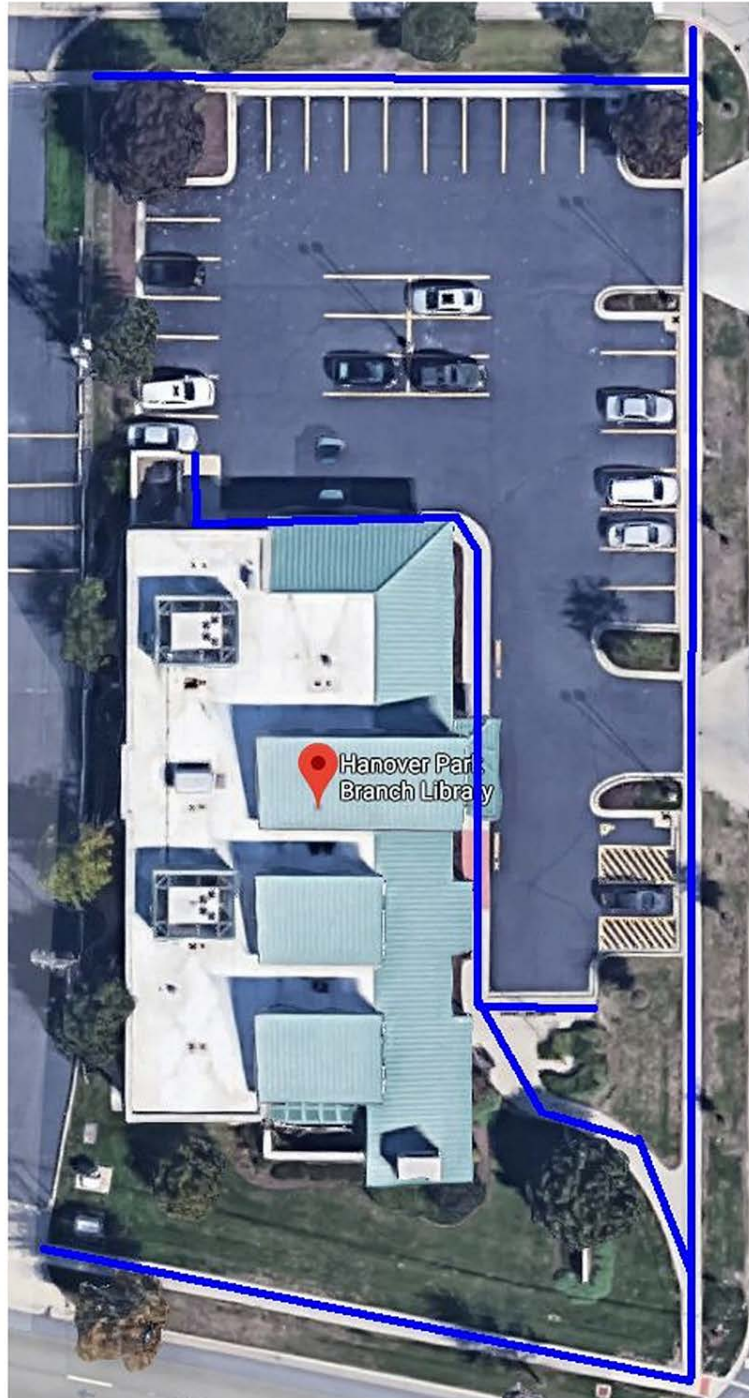
Sidewalks D
Hoffman Estates Libray
1550 Hassell Rd., Hoffman Estates, IL 60169



Legend

 Clear & Salt

Sidewalks E
Hanover Park Library
1266 Irving Park Rd., Hanover Park,
IL 60133



Legend

 Clear & Salt