

# Request for Bid (RFB) for Elevator Interior Construction Services

## 1. Introduction

The Fremont Public Library is seeking bids from qualified contractors to provide interior upgrades to the passenger elevator, specifically the replacement of cab components and ceiling. This RFB aims to solicit bids for completing the project on time and within budget, with a high standard of quality.

## 2. Project Overview

- **Project Name:** Fremont Library Elevator Interior Upgrade
- **Location:** 1170 N. Midlothian Road, Mundelein, Illinois 60060
- **Project Description:** This project involves upgrading the interior of Elevator #1, including new wall panels, handrails, bumper rails, ceiling, and lighting enhancements.
- **Timeline:** Completion preferred by May 23, 2026, although this can be flexible. Due to Library needs, no onsite work can be completed from May 24<sup>th</sup> 2026 through July 30<sup>th</sup> 2026.

## 3. Scope of Work

The contractor will be responsible for:

### 1. Interior Upgrades

- Replace existing cab wall panels with Wilsonart laminate in **Amber Cherry** finish on three walls, or equivalent panels.
- Install a 24-inch flat satin stainless steel bumper rail and a 2-inch flat satin stainless steel handrail on three walls.
- Include a 6-inch toe-kick railing on all three walls.

### 2. Ceiling and Lighting

- Install an economy ceiling with translucent diffuser inserts and LED lamps for enhanced lighting.

### 3. Additional Elements

- Purchase or fabricate all materials required for the project, and store materials until on-site work begins.
- Provide and install protective cab wall pads.
- Ensure all elements align with Fremont Library's aesthetic and functional requirements.

## Specifications:

- **Cab Capacity:** 3000 lbs

- **Cab Height:** 8 feet
- **Ceiling Finish:** Satin silver with LED diffusers
- **Material Layers:** Multi-layered panels featuring satin finish and Amber Cherry color

#### **4. Prevailing Wage.**

The Prevailing Wage Act applies to this Project and the successful bidder shall pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner; provided change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the AGENCY as required by Statute. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at:

<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

Contractor is advised that the Department revises the prevailing wage rates and the Contractor has an obligation to check the Department's web site for revisions.

#### **5. Independent Contractor – Form of Agreement**

The successful bidder is expected to execute an independent contractor agreement in the form shown in Exhibit A, attached hereto and incorporated by reference. Any invoice, purchase order, or other form of agreement presented by the Contractor as part of the Proposal is hereby expressly superseded.

#### **6. Bid Submission Requirements**

Bidders must include the following in their bid:

1. **Company Profile:** Overview of company history, qualifications, and relevant experience with elevator projects.

2. **Project Understanding and Approach:** Clear statement of project understanding, including approach to installation and timeline.
3. **Proposed Team:** Names and experience of key personnel involved in the project.
4. **Timeline:** Detailed timeline with key milestones.
5. **Budget:** Comprehensive cost estimate with itemized pricing.
6. **References:** At least three references for similar projects.

## 7. Selection Criteria

Bids will be evaluated based on:

- Compliance with bid requirements
- Qualifications and relevant experience
- Project approach and timeline feasibility
- Cost-effectiveness
- References and past performance

## 8. Bid Submission and Deadline

Bids must be submitted by March 13<sup>th</sup>, 2026 at 4:00pm CT via:

- **In person:**  
Laura Long, Director  
2nd Floor Administration Offices  
Fremont Public Library  
1170 N. Midlothian Rd  
Mundelein, IL 60060
- **Mail:**  
Laura Long, Director  
1170 N. Midlothian Rd.  
Mundelein, IL 60060

Late submissions will not be considered. Bid opening will be on March 13<sup>th</sup>, 2026 at 4:15pm CT. Bidders are solely responsible for ensuring their bid is delivered on time.

## 9. Questions and Clarifications

All inquiries must be submitted in writing by March 8<sup>th</sup>, 2026 at 4pm. Responses may be provided by the Library published an Addenda by March 10<sup>th</sup>, 2026. Bidders must register with the Library to ensure they receive an Addenda. All bids must acknowledge any Addenda issued by the Library.

- **Contact Person:** Laura Long

- **Email:** [llong@fremontlibrary.org](mailto:llong@fremontlibrary.org)
- **Phone:** 847-918-3240

#### **10. Terms and Conditions**

- The Fremont Public Library reserves the right to reject any or all bids.
- All costs related to bid preparation are the bidder's responsibility.
- By submitting a bid, a Bidder agrees to hold the prices in the bid firm for a period of at least sixty (60) days from the bid opening.
- Upon awarding, the selected contractor will sign a formal agreement with Fremont Public Library.

Exhibit A

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into by and between [NAME OF CONTRACTOR] (hereafter "CONTRACTOR") and the FREMONT PUBLIC LIBRARY DISTRICT (hereafter "AGENCY").

WHEREAS, CONTRACTOR will be performing services and work for AGENCY in accordance with the following: Project Manual for Fremont Public Library District ELEVATOR INTERIOR CONSTRUCTION PROJECT dated [DATE OF PROJECT MANUAL], and the documents referenced therein (the "Specifications"); and CONTRACTOR's Bid in response to the Advertisement for Bids for ELEVATOR INTERIOR CONSTRUCTION PROJECT hereafter "Proposal"); all of which are attached hereto and incorporated herein as **Group Exhibit A**;

WHEREAS, Exhibit A, together with this document collectively comprise the agreement of the parties and are hereafter referred to as the "Agreement"; and

WHEREAS, CONTRACTOR may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, the CONTRACTOR hereby agrees:

1. To perform the scope of work described in the Specifications in a professional and timely manner in consideration for the payment described in the Proposal.
2. To comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within

the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which CONTRACTOR must comply: all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

3. To the fullest extent permitted by law, to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the CONTRACTOR's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused in whole or in part by any wrongful or negligent act or omission of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity which AGENCY would otherwise have. CONTRACTOR shall similarly, protect, indemnify and hold and save harmless, AGENCY, its officers, officials, employee, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of CONTRACTOR's breach of any of its obligations under, or CONTRACTOR's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under Workers' Compensation or Disability Benefit Acts or Employee Benefit Acts.
  
4. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:
  - a. Workers' Compensation:
    - i. State: Statutory
    - ii. Applicable Federal (e.g., Longshoremen's): Statutory
    - iii. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee

- b. Commercial General Liability:
    - \$2,000,000.00 General Aggregate
    - \$1,000,000.00 Products Completed Operations Aggregate
    - \$1,000,000.00 Personal and Advertising Injury
    - \$1,000,000.00 Each Occurrence
    - \$ 50,000.00 Fire Damage (any one fire)
    - \$ 5,000.00 Medical Expense (any one person)
  - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
    - i. Bodily Injury:
      - \$1,000,000.00 Per Person
      - \$1,000,000.00 Per Accident
    - ii. Property Damage
      - \$1,000,000.00 Per Occurrence
  - d. Umbrella Excess Liability:
    - \$2,000,000.00 over Primary Insurance
5. To have all policies of insurance purchased or maintained in fulfillment hereof name AGENCY as an additional insured thereunder and the CONTRACTOR shall provide AGENCY with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. CONTRACTOR shall declare to AGENCY all deductibles or self-insurance retentions in an amount in excess of \$5,000.00 per occurrence and AGENCY may require CONTRACTOR to eliminate or reduce such deductibles or self-insurance retentions as applied to this Agreement. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance. The CONTRACTOR agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the CONTRACTOR will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting CONTRACTOR or any subcontractor from entering the project site until such certificates or other evidence that

insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

6. CONTRACTOR shall cause each Subcontractor or consultant employed by CONTRACTOR to purchase and maintain insurance of the type specified above. When requested by the AGENCY, CONTRACTOR shall furnish copies of certificates of insurance evidencing coverage for each consultant.
7. For any claims related to this contract, CONTRACTOR insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR insurance and shall not contribute with it.
8. Nothing contained in this contract is to be construed as limiting the liability of the CONTRACTOR, the liability of any Subcontractor or any tier or either of their respective insurance carriers. The AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the AGENCY, or CONTRACTOR, but are merely minimums. The obligations of CONTRACTOR to purchase insurance shall not, in any way, limit its obligations to the AGENCY in the event that the AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
9. CONTRACTOR shall maintain commercial general liability (CGL) and commercial umbrella liability insurance with a limit of not less than limits outlined herein for at least three years following substantial completion of the work.
10. All insurance provided by CONTRACTOR shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.
11. All certificates shall provide for 30 days written notice to owner prior to the cancellation or material change of any insurance referred to therein written notice to AGENCY shall be certified mail, return receipt requested.

12. CONTRACTOR hereby grants to AGENCY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the AGENCY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the AGENCY has received a waiver of subrogation endorsement from the insurer.
  
13. To furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
  
14. The Prevailing Wage Act applies to this Agreement and CONTRACTOR agrees to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The CONTRACTOR shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the CONTRACTOR due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the CONTRACTOR and not at the expense of the Owner; provided change orders shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The CONTRACTOR shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the AGENCY as required by Statute. The CONTRACTOR shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the AGENCY against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> CONTRACTOR is advised that the Department revises the prevailing wage rates and the CONTRACTOR has an obligation to check the Department's web site for revisions.

**IT IS A CONDITION PRECEDENT TO EACH PAYMENT MADE UNDER THIS AGREEMENT THAT CONTRACTOR FILE WITH THE AGENCY A COPY OF THE FILING RECEIPT FOR EACH CERTIFIED PAYROLL THE CONTRACTOR FILES WITH THE ILLINOIS DEPARTMENT OF LABOR. A FAILURE TO INCLUDE A COPY OF THE FILING RECEIPT WILL DEEM A PAYMENT APPLICATION INCOMPLETE AND IT WILL NOT BE PAID. CONTRACTOR SHALL FILE ALL**

**CERTIFIED PAYROLLS HERE: <https://webapps.illinois.gov/DOL/PayrollCertification/> (OR ANY LAWFUL SUCCESSOR WEBSITE).**

15. CONTRACTOR agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, CONTRACTOR shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then CONTRACTOR shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to CONTRACTOR's failure to produce documents or otherwise appropriately respond to a request under the Act, then CONTRACTOR shall indemnify and hold the AGENCY harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

16. No Disqualifications

A. Patriot Act. Each Party represents and warrants that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that it is not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation.

B. Debarment. The Parties hereby certify that they are not barred from entering into this Agreement as a result of a violation of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that each Party has a written sexual harassment policy in full compliance with 775 ILCS 5/2-105(A)(4).

17. The Agency will pay Contractor its fees for the work actually rendered at the rates stated in the Proposal and in accordance with the Local Government Prompt Payment Act. Such fees will be all-inclusive of professional fees and applicable taxes. The Agency will not be responsible for paying overtime rates unless agreed to otherwise in the Proposal. At no

time during the term of this Agreement will the rates stated in the Proposal be increased. Contractor shall be responsible for all expenses incurred by Contractor in performing the duties under this Agreement, unless otherwise agreed to in writing in this Agreement or the Proposal. Requests for reimbursement of expenses agreed to in the Proposal must be made to the Agency within sixty (60) days after the date the expense was incurred for the related work.

18. Invoices must be presented to the Agency in a format which includes, but is not limited to, the following information:

- a. The date of the related Agreement.
- b. The period during which invoiced work was performed.
- c. The actual number of hours worked by day, if payments are based on hourly rates.
- d. A detailed description of the work performed.
- e. The invoice number.
- f. A copy and detailed description explaining the basis for reimbursement of all receipts for any expense(s) for which reimbursement is sought. Each receipt must show the amount, date, and nature of the expense.

19. Invoices may be billed for work actually rendered and pre-approved expenses actually incurred no more than monthly. Contractor agrees to (i) submit invoices to the Agency on a Monthly basis ("Billing Period") and (ii) to provide the Agency with a detailed invoice no later than fifteen (15) days after the completion of each Billing Period. The Agency reserves the right to withhold payment due Independent Contractor hereunder for any work the performance and acceptance of which is in dispute.

20. Upon the Agency's reasonable request, Contractor agrees to (i) provide a written report of progress on the work, (ii) attend scheduled meetings to discuss the progress being made, and/or (iii) permit the Agency to inspect all work accomplished and/or in progress.

21. Contractor agrees not to make any written use of or reference to the name or trademarks of the Agency, the Agency's customers or the Agency's suppliers (or any name under which the Agency, the Agency's customers or the Agency's suppliers do business) for any marketing, public relations, advertising, display or other business purpose or make any use of the facilities of the Agency or the Agency's customers for any activity unrelated to the express business purposes and interests of the Agency under this Agreement, without the prior written consent of the Agency. The Agency's consent may be withheld or

granted in the Agency's sole and absolute discretion.

22. Contractor agrees that the work provided under this Agreement will be provided by trained personnel and in a professional manner using commercially reasonable efforts, and that the work Contractor provides to the Agency will meet the requirements set forth in the Specifications. Contractor warrants that Contractor is not subject to any restrictions, legal or otherwise, that would prevent it from entering into or carrying out the provisions of this Agreement.
23. In the event of any conflict between this Agreement, the Specifications and/or the Proposal, the terms and conditions of this Agreement shall prevail, except as specifically set forth herein. Any invoice, purchase order, or other form of agreement presented by the Contractor as part of the Proposal is hereby expressly superseded. The Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, supersedes any previous agreements and understandings and, except as expressly provided in the Agreement, can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of the Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition. To the extent that this Agreement conflicts with the provisions of any other agreement governing the business relationship between Agency and Contractor, the provisions of this Agreement shall govern and, to the extent necessary, shall constitute an amendment to such other agreement.
24. Contractor may not assign the Agreement or transfer any rights or obligations under the Agreement (including, without limitation, by a change in the control of Independent Contractor) without the Agency's prior written consent under an assignment addendum, such consent to not be unreasonably withheld. Any assignment or transfer in violation of this Section is void. The Contractor may employ subcontractors to perform a portion of the work without being in violation of this Section, provided the Contractor shall remain directly responsible for the performance of the work described in this Agreement.
25. Neither Party will be in default of its obligations under the Agreement or liable to the other for any noncompliance arising from causes beyond the reasonable control of the Party, including, without limitation, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems. Each Party will use reasonable efforts to resolve promptly any type of excusable delay.
26. This Agreement may be immediately terminated for cause by the Agency for either (i) Contractor's breach of the Agreement, (ii) Contractor's breach of state or federal regulatory provisions set forth by written notification by the Agency to Contractor, (iii) Contractor's breach of or noncompliance with the Specifications; or (iv) if the Agency

determines that Contractor is unfit or otherwise unsatisfactory to perform the obligations outlined in the Specifications or the Contractor fails to timely provide to the Agency any work included in the Specifications. Such termination shall not prejudice any other remedy to which the Agency may be entitled to either by law, in equity, or under this Agreement.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the CONTRACTOR shall have the full control of the ways and means of performing the work referred to above and that the CONTRACTOR or its employees, representatives or subcontractors are in no sense employees of the AGENCY, it being specifically agreed that the CONTRACTOR bears the relationship of an independent contractor to the AGENCY.

This agreement shall be in full force and effect from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ until such time as it is terminated by the AGENCY.

FREMONT PUBLIC LIBRARY DISTRICT

[NAME OF CONTRACTOR]

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**GROUP EXHIBIT A**

**SPECIFICATIONS AND PROPOSAL**

*[SEE ATTACHED]*