

**Request for Proposal:
Library Furnishings Proposal**

**Issued by:
Danville Public Library**

**Proposals accepted until:
4:00 p.m. CDT, December 11, 2018**

**Danville Public Library
Library Furnishings Proposal
ATTN: Theresa Tyner, Library Director
319 N. Vermilion St.
Danville, IL 61832**

**Phone: 217-477-5223, ext. 113
Fax: 217-477-5230
Email: ttyner@danvillepubliclibrary.org**

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I. Introduction

Danville Public Library (DPL) is seeking proposals for provision of library furnishings, and installation thereof.

II. Schedule of Events

The timeline supplied is the Library's best estimate and is not binding on the Library.

- RFP Issued: November 15, 2018
- Site visit: as scheduled with Theresa Tyner
- **Deadline for vendor questions: December 6, 2018**
- Addenda Issued: by December 10, 2018
- **Proposals Due: December 11, 2018, by 4:00 p.m. CDT**
- **Public Bid Opening: December 11, 2018; 4:00 p.m. CDT; library's 2nd floor conference room**
- Building Committee evaluates for recommendation: December 11, 2018
- Library Board Votes to Approve: December 18, 2018
- Project Start: December 19, 2018

The deadline to submit questions is Wednesday, December 6, 2018, at 5:00 p.m. CDT. Questions submitted after this time may not be answered in a timely fashion. Questions must be directed to:

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Questions received after this time may not receive a timely response or may not be answered. Answers to questions will be posted on the Library's website in the form of an addendum. Responding firms are prohibited from communicating in any other manner about this project with any other Library employee or trustee from the date of issuance of this proposal until the final selection. Other means of communications or contact may disqualify the submitting firm.

III. General Information

Critical Requirements

The vendor of the library furnishings proposed should be in a position to meet the following critical requirements by the date proposals are due.

- Proven customer service record
- Ability to meet agreed upon delivery dates
- In the position to direct bid items wherever possible

All documents, including proposals, submitted to DPL become the property of DPL.

Scope of the Project

Proposals are sought for library furnishings as specified. The project is to include the manufacture, delivery, and installation of the specified library furnishings.

Role of the RFP

The RFP represents the type of furnishings, dimensions of library furnishings, and quantity of library furnishings. The requirements are intended for the protection of the library and vendors by reducing the possibility of misinterpretation of DPL's needs.

Responses to the RFP

Proposals will be accepted only from a single firm, not joint ventures. When two or more vendors desire to submit a single proposal, they shall do so as prime/subcontractor(s). Vendors are invited to come to the library for a site visit to assist in the preparation of their responses. To set up a site visit, please contact Theresa Tyner.

Exceptions

If the vendor's specifications for furnishing products or equipment are in any respect not the equivalent of the requirements in the RFP, this discrepancy must specifically be called out in the proposal. Notwithstanding anything to the contrary in this RFP, vendors are invited to propose, and DPL will consider, any furnishing that is the functional equivalent, or better, than that called out in this RFP.

Proposal Submission

The entire proposal must be delivered in a sealed envelope or package and clearly marked as LIBRARY FURNISHINGS PROPOSAL. Two copies must be included; one copy shall be marked as "Original" and must contain an original signature. Proposals will be printed on 8.5"x11" paper, with sections numbered as presented in the RFP. Pages will be numbered. Proposals are due December 11, 2018, by 4:00 p.m. CDT and shall be delivered to:

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Proposals may be delivered by hand, mail, or courier service. Proposals received beyond the deadline or that do not meet the required specifications indicated in this RFP will not be considered.

Quantities, Appropriation, and Delivery

Unless otherwise stated, quantities listed are estimates only, and DPL does not guarantee to purchase the quantities specified. The quantities purchased will be limited to the amount of monies budgeted and appropriated.

Transportation shall be F.O.B. Origin, Prepaid and charged back with delivery to the facility where they are to be installed. If otherwise, it shall be called out in the proposal.

Pricing

Prices reflected in the proposal shall include any discounts extended. Unit prices shall be quoted for all components and costs for hardware, software, installation, and service. Vendor must indicate whether or not shipping is included. Vendor must include prices of all equipment and any options needed to meet specifications.

The Danville Public Library is a tax-exempt organization. Vendors are requested to indicate on the proposal if they will extend the pricing, terms, and conditions of current contracts with Illinois governmental entities to DPL.

No vendor will be allowed to withdraw and resubmit its proposal, for any reason whatsoever, after the proposals have been opened, without permission of DPL.

Project Schedule

The proposal shall include an example project schedule for installation of all components. The proposal shall include a project manager to oversee the project to ensure that it meets the requirements of the library and to be the key contact for the entire process.

Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the proposal. The vendor provides a one-year money-back guarantee on all furnishing purchased by the library should the furnishing fail to meet the specifications set forth in this RFP or fail to meet expected durability.

Furnishing delivered and/or installed in damaged condition will be replaced at no cost to the library. The determination of "damaged" is at the discretion of the library.

Liability

Vendor agrees to indemnify and hold harmless the library from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the vendor's conduct, acts, errors, or omissions. The library agrees to indemnify and hold harmless the vendor from and against legal liability for all claims, losses, damages, and expenses the extent such claims, losses, damages, or expenses are caused by the library's conduct, acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent conduct, acts, errors, or omissions of the vendor and the library they shall be borne by each party in proportion to its own conduct, acts, errors, or omissions.

The selected vendor shall secure the insurance specified below. All insurance secured by the vendor under the provisions of this section shall be issued by insurance companies acceptable to the Library. Certificates of all required insurance, with the Library named as a primary insured, shall be provided to the Library upon execution of the agreement.

- Workers' compensation insurance – \$1,000,000 each accident, \$1,000,000 disability–policy limits. The required limit may be met by excess liability (umbrella) coverage.
- Commercial general liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage.
- Automobile liability insurance with limits of not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

The vendor will provide the Library with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The vendor agrees to hold the Library harmless from any liability, including additional premium due because of the vendor's failure to maintain the coverage limits required.

Installation

Vendor shall install the furnishing as specified in the RFP, by trained installers subject to exceptions made in the response and agreed upon in writing.

Award of Contract

DPL shall have a period of 90 calendar days after the submission deadline in which to award the contract, a period during which the prices shall remain firm.

Selection Criteria

Evaluation of functionality, customer reference checks, customer support ratings, cost, and possible vendor presentations or discussions will be included in the selection process. The selection process will determine the lowest responsible bidder meeting specifications, pursuant to ILCS 16/40-45(b).

The library reserves the right to reject any and all bids or to waive any technicalities in bids when it determines it is in the library's best interest.

Negotiation

DPL reserves the right to enter into negotiation with one or more vendors. DPL reserves the right to waive any informality as may be permitted by law. DPL reserves the right to award multiple contracts for different portions of the work or commodities, or to reject all proposals.

Contract Documents

The successful responder will be expected to enter into a contract with DPL pursuant to the documents that include the RFP, the vendor's proposal, the summary of negotiation, and any and all other additional materials submitted by the vendor.

The only official answer or position of the DPL will be the one stated in writing.

IV. Company

Corporate Experience and Capacity

The proposer shall provide information that documents its firm's experience and capacity to produce the required outcomes. The proposer is defined as the company, entity, or partnership that is submitting a proposal under this RFP, not individual companies in a partnership or joint venture. This information shall include:

- A brief history of the company, including incorporation and ownership, and experience installing the products and services requested in this RFP.
- Details of any parent company, partners, and suppliers, as well as the nature of the vendor's relationship to them.
- Details of any sale, acquisition, or merger anticipated by the vendor.
- Details of any litigation instigated against the vendor or cancellation of contract for non-performance of the vendor in the past five years.
- Demonstrable financial viability of the vendor.
- Any other information regarding the vendor's experience that will assist the library in evaluating the proposal and making a decision.

Client References for Similar Work Performed

Proposers shall summarize the number and type of their library customers and identify select public library customer references. The services provided to these clients must have characteristics as similar as possible to those requested in this RFP. Information provided for each customer reference must include the following:

- Client's name
- Contact info
- Years with vendor
- Brief description of services provided

Failure to provide the above information may result in the proposer being disqualified and its proposal not considered. DPL reserves the right to contact any and all references to obtain information without limitation and regardless of the proposer's performance on the listed jobs. A uniform sample of references will be checked for each proposer.

Health and Safety

- Furnishing must be in compliance with ADA guidelines for wheelchair clearance and for reach range standards where applicable.
- Furnishing shall meet all requirements set by the National Institute of Standards and Technology for Furniture Compliance in the United States in general and the State of Illinois specifically in respect to safety, environmental protection, etc.
- Furnishing should meet GREENGUARD Certification standards set for low emissions of volatile organic compounds (VOCs) wherever possible.

Laws to Be Observed

The successful Proposer shall at all times observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work to be performed pursuant to this RFP. The successful Proposer shall at all times comply with the provisions of the current City of Danville ordinance concerning prevailing wages and the Illinois Prevailing Wage Act insofar as they may apply.

Place of Manufacture

To ensure ready availability of components, parts, and supplies, all major elements of the furnishing must be warehoused in North America, or the proposer must demonstrate the ability to have parts available within 24 hours of request.

V. Response to Specifications

Vendors must respond to every requirement contained in the Requirements section (VI) of the RFP using the criteria specified below.

- Y (YES)—Feature, function, product, or service is available as requested and is fully operational using the version proposed.
- N (NO)—Feature, function, product, or service is not available.
- P (PLANNED)—Feature, function, product, or service is under development or planned for the future.

Vendors responding with “No” or “Planned” to a requirement may submit an alternative product for consideration, however, the library reserves the right to reject any product proposed that does not meet the written specifications in this RFP.

VI. Requirements and Quantities

Required items are listed in Appendix A, which follows this document. Maps of the library building are shown in Appendix B.

VII. Total Project Quote

For each described item, list unit net price and extended price. For total project quote, list installation and freight charges separately.

Vendor may quote equivalent items to those specified (as mentioned in Section V. Response to Specifications). The library reserves the right to determine if the item is of equivalent quality and will serve the needs of the library as desired.

The vendor certifies that, under penalties of perjury, this proposal has been made and submitted in good faith and without any collusion or fraud.

The Danville Public Library will keep confidential proprietary information as requested in the proposal within the limits of the law. Note any confidentiality claims in the submission.

By submitting a proposal, the vendor agrees with the terms herein stated.

Authorized Signature

Title

Date

Appendix A. List of Library Furnishings

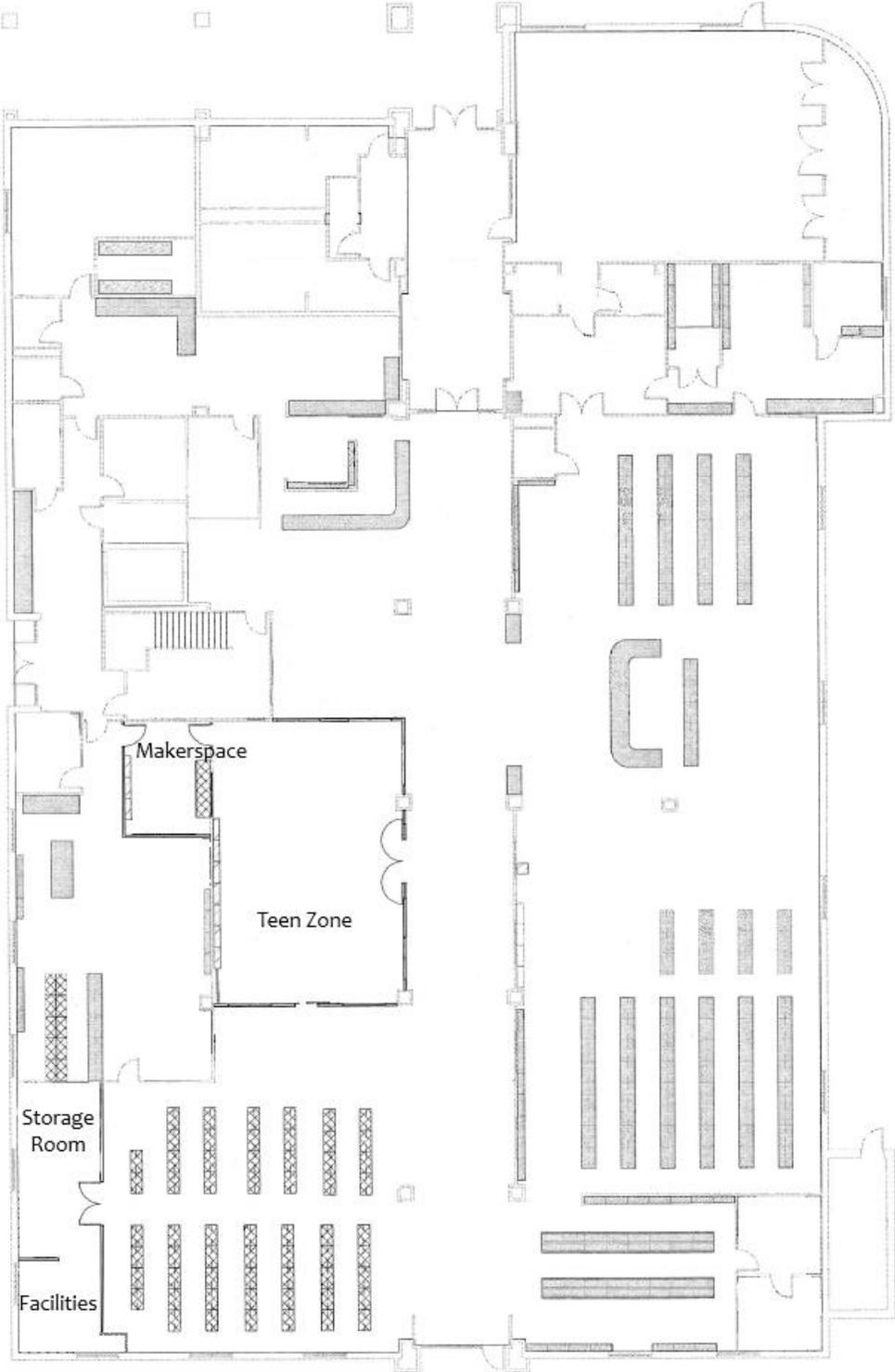
Area	Item	Details	Quantity	Images
Large Group Study Room	chairs	ergonomic multi-shift 24/7 vinyl upholstered chair; #EHP-24V; navy	8	
Large Group Study Room	chair arms	Optional Adjustable Height T-Arms for Multi-Shift 24/7 Seating; #EHP-TA; black	8	
Storage Room	shelves (24"D)	tennsco commercial shelving; TNN ESP62436MGY; medium gray; 36x24x75	4	
Storage Room	shelves (18"D)	tennsco commercial shelving; TNN ESP61836MGY; medium gray; 36x18x75	8	
Facilities	desk	Hon Metro double pedestal desk; HONP3262NS; mahogany/black; 60x30x29.5	1	
Facilities	chair	Hon ComforTask seating multitask chair without arms; gray; HON5903AB12T	1	
Facilities	chair arms	Height-adjustable arms (pair); black	1	
Makerspace	storage cabinet	tennsco standard storage cabinet TNN 7224LGY; light gray; 36x24x72	1	
Makerspace	work table	Iceberg ARC sit-to-stand adjustable height rectangular table; ICE 69317 graphite/silver; 30x60x30-42	1	
Makerspace	stools	Metal stools; 12"x12"x30"; silver; wf13723190	4	

Appendix A. List of Library Furnishings continued

Area	Item	Details	Quantity	Images
Makerspace	mobile storage cart	Stewart Storage Makerspace Cart w/pegboard and 10 storage bins; 31"H x 19"W x 25 1/2"D; 651200420; free shipping (Camcor.com)	1	
Makerspace	long dividers	optional long dividers for bins (6 per pack); #88-19036 (thelibrarystore.com)	2	
Makerspace	short dividers	optional short dividers for bins (6 per pack); #88-19035 (thelibrarystore.com)	5	
Teen Zone	café tables	Premier Café Height Table; 41"H x 36"D; x-shaped base; graphite nebula top; WJ14978210	2	
Teen Zone	tall chairs for café tables and counter	Premier Teen Café Stool; 42" x 17-1/2" x 16"; 9-square back; Freestyle (grade 3 wave vinyl); WF13758400	8	
Teen Zone	stools	Tenjam firm cube stools; 16.5"x17.75"x17.75"; wf13692610 cube; 4 in lime green (LM); 4 in medium blue (MB)	8	
Teen Zone	community chairs	Community Class Act upholstered leg-base 19"H chair with arms; WP13605670; Absecon Sherpa Ivy League (SHP18), Bourbon (BBN - formerly Natural Cherry on Maple)	5	
Teen Zone	lounge chairs	Bristol Guest Chair - Vinyl; #BRC-GA-V; Steel blue vinyl; cherry wood	6	
Teen Zone	power towers	MooreCo iTeach Mobile Power Tower; 8 AC outlets; 8 USB ports; 40"x17.5"x17.5"; WP13710490	2	
Teen Zone	reception desk	Marque Reception Station; 124.25"X49"; #MKD-2P; cherry	1	

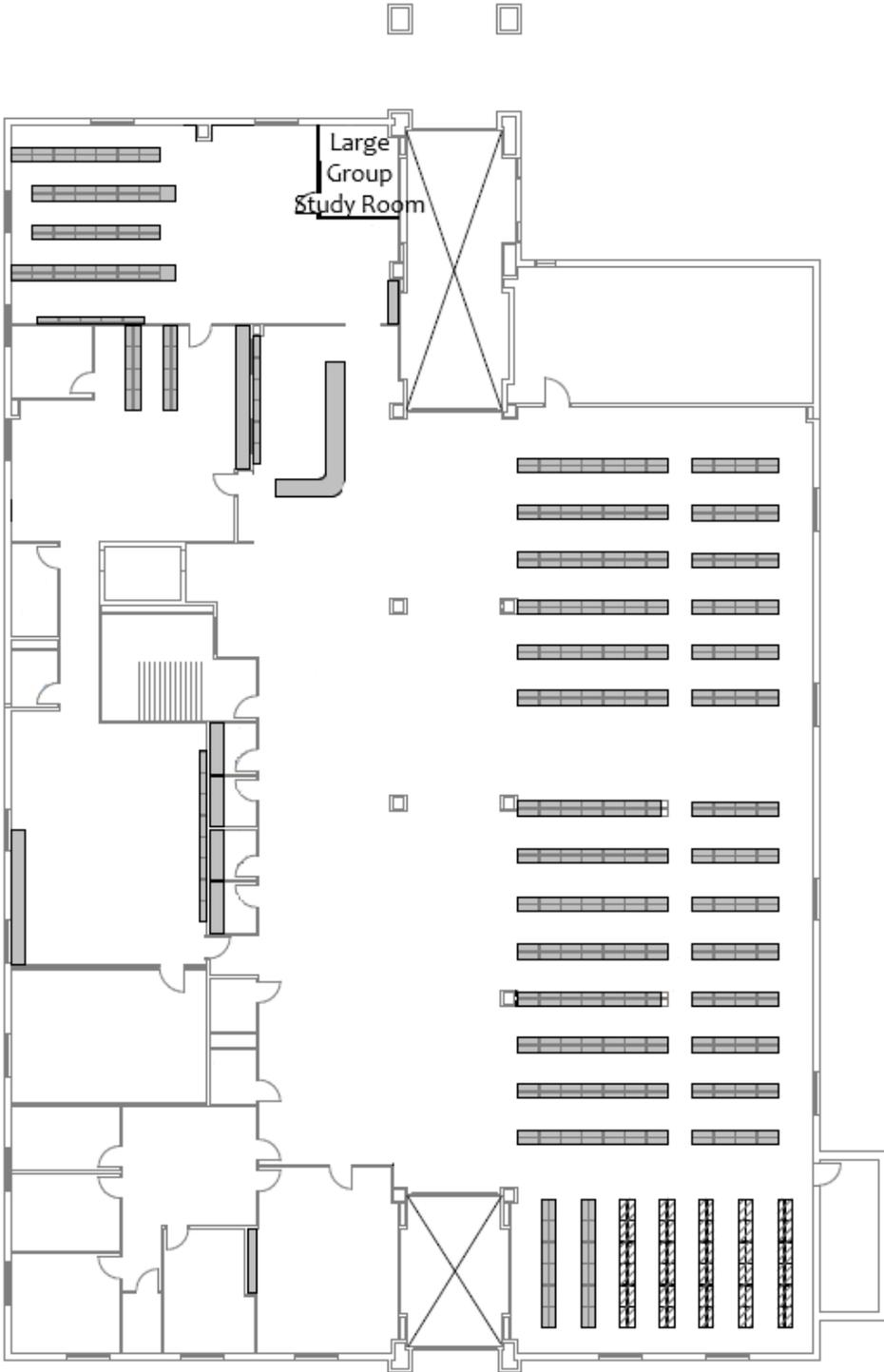
Appendix B: Maps of Library Building

First level



Appendix B: Maps of Library Building continued

Second level



STANDARD TERMS AND CONDITIONS

In case of default by the successful proposer or failure to deliver the goods or services within the time specified, the Library, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to proposers establish a standard of quality desired by the Danville Public Library. Any proposer may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. The Danville Public Library reserves the right to make its selections of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications. This RFP is not to be construed as a contract or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the Danville Public Library.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from the Danville Public Library.

The contractor warrants all articles supplied under this contract to conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

The contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the Library unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The Library reserves the right to cancel and terminate this contract forthwith upon giving 10 days' written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Should either party employ an attorney or attorneys or utilize the services of in-house attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this contract, the non-prevailing party in any action pursued in a court of competent jurisdiction agrees to pay to the prevailing party all reasonable costs, damages, expenses, and attorneys' fees, including fees for in-house attorneys, expended or incurred in connection therewith.

Where applicable, possible or required, the proposer is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the proposal or termination of contract.

The successful proposer may not make any advertising or sale use of the fact that contract items are being used by purchaser and other approved agencies, under penalty of contract termination. News releases pertaining to the award resulting from the RFPs shall not be made without prior written approval of the Danville Public Library.

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Venue for any suit between the parties arising out of this Agreement shall be the State of Illinois, Fifth Judicial District Court, Vermilion County.

The contractor may not assign or subcontract the agreement, or the right to receive reasonable performance of any act called for by the contract, shall be deemed waived by a waiver by Library of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point, contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.