

**Request for Bid:
West Side Doors**

**Issued by:
Danville Public Library**

**Proposals accepted until:
4:00 p.m. CDT, November 11, 2021**

**Danville Public Library
West Side Doors Proposal
ATTN: Jennifer Hess, Library Director
319 N. Vermilion St.
Danville, IL 61832**

**Phone: 217-477-5223, ext. 118
Fax: 217-477-5230
Email: jhess@danvillepubliclibrary.org**

Table of Contents

I. Introduction..... 3

II. Schedule of Events..... 3

III. General Information..... 4

 Critical Requirements..... 4

 Scope of the Project..... 4

 Role of the RFB 4

 Responses to the RFB..... 4

 Exceptions..... 4

 Proposal Submission 5

 Quantities, Appropriation, and Delivery 5

 Pricing..... 5

 Project Schedule 5

 Guarantees and Warranties 5

 Liability 5

 Installation 6

 Award of Contract 6

 Selection Criteria 6

 Negotiation 6

 Contract Documents 6

IV. Company 7

 Corporate Experience and Capacity 7

 Client References for Similar Work Performed..... 7

 Health and Safety 7

 Laws to Be Observed..... 7

 Place of Manufacture 7

V. Response to Specifications 8

VI. Requirements and Quantities 8

VII. Total Project Quote..... 8

Appendix A. List of Library Door Furnishings..... 9

Appendix B. Maps of Library Building..... 10

I. Introduction

Danville Public Library (hereafter, "DPL") is seeking proposals for provision of exterior doors, and installation thereof, and removal of existing doors.

II. Schedule of Events

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

- RFP Issued: October 4, 2021
- Site visit: as scheduled with Jennifer Hess
- Deadline for contractor questions: November 5, 2021
- Addenda Issued: by November 10, 2021
- Proposals Due: November 11, 2021, by 4:00 p.m. CDT
- Public Bid Opening: November 11, 2021; 4:00 p.m. CDT; library's 2nd floor conference room
- Library Board Votes to Approve: November 16, 2021
- Project Start: November 17, 2021

The deadline to submit questions is Wednesday, November 5, 2021, at 5:00 p.m. CDT. 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 to this Request for Bids (hereafter, "RFB"). 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 RFB until the final selection, if any, has been made. Such communications or contact may disqualify the submitting firm.

III. General Information

Critical Requirements

The contractor of the exterior door bid should be in a position to meet the following critical requirements by the date bids are due.

- Proven customer service record
- Ability to meet agreed upon delivery and installation dates

All documents, including bids, submitted in response to RFB shall become the property of DPL.

Scope of the Project

Proposals are sought for exterior doors as specified. The project is to include the manufacture, delivery, and installation of the exterior doors all in accordance with the specifications provided in this RFB.

Role of the RFB

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

Responses to the RFB

Bids will be accepted only from a single firm, not joint ventures. When two or more contractors desire to submit a single bid, they shall do so as prime/subcontractor(s). Contractors 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 Jennifer Hess.

Exceptions

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

Proposal Submission

The entire bid must be delivered in a sealed envelope or package and clearly marked as WEST SIDE DOOR BID. 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 RFB. Pages will be numbered.

Bids may be delivered by hand, mail, or courier service. Bids received beyond the deadline or that do not meet the required specifications indicated in this RFB 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 for the project for which this RFB has been issued.

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 bid.

Pricing

Prices reflected in the bid shall include any discounts extended. Unit prices shall be quoted for all components and costs for all materials and installation. Contractor must indicate whether or not shipping is included. Contractor must include prices of all equipment and any options needed to meet specifications.

DPL is a tax-exempt organization. Contractors are requested to indicate on the bid if they will extend the pricing, terms, and conditions of current contracts with Illinois governmental entities to DPL.

No contractor 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 bid shall include an example project schedule for installation of all components.

The bid shall include the identity and contact information for a project manager who will oversee the project to ensure that it meets the requirements of the specifications contained in this RFB.

Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the bid. Any warranties that are provided by the manufacturer of goods to be installed at DPL shall be transferrable to DPL and shall be for the length and under the same conditions as if the manufacturer sold the goods directly to DPL. The vendor shall provide such additional warranties, if any, covering installation of the goods at DPL.

Liability

Contractor 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 contractor's conduct, acts, errors, or omissions. DPL agrees to indemnify and hold harmless the contractor from and against legal liability for all claims, losses, damages, and expenses the extent such claims, losses, damages, or expenses are caused by DPL'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 contractor and DPL they shall be borne by each party in proportion to its own conduct, acts, errors, or omissions.

The selected contractor shall secure the insurance specified below. All insurance secured by the contractor under the provisions of this section shall be issued by insurance companies acceptable to DPL. Certificates of all required insurance shall include DPL as an additional primary insured, shall be provided to DPL 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 contractor will provide DPL: with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage for any reason. The contractor agrees to

hold DPL harmless from any liability, including additional premium due because of the contractor's failure to maintain the coverage limits required. If the contractor fails to procure replacement insurance in the same amounts and under the same conditions provided in this part, DPL shall have the right to halt all work on the job site until such time as the contractor obtains insurance in compliance with this section.

Installation

Contractor shall install the goods specified in this RFB, 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 contractor presentations or discussions, if any, will be included in the selection process..

DPL reserves the right to reject any and all bids or to waive any technicalities in bids when it determines it is in DPL's best interest. Further, DPL shall not be required to accept the lowest bid but has the sole right to take into consideration the other factors contained in the respective bids.

Negotiation

DPL reserves the right to enter into negotiation with one or more contractors. 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 bids.

Contract Documents

The successful responder will be expected to enter into a contract with DPL pursuant to the documents that include the RFB, the contractor's proposal, the summary of negotiation, and any and all other additional materials submitted by the contractor. No contract, if any, shall be deemed binding or enforceable unless and until it is executed by both parties.

IV. Company

Corporate Experience and Capacity

The respondent to this RFB shall provide information that documents its firm's experience and capacity to fully and satisfactorily meet the specifications contained in this RFB. This information shall include:

- A brief history of the company, including incorporation and ownership, and experience installing the products and services requested in this RFB.
- Details of any parent company, partners, and suppliers, as well as the nature of the contractor's relationship to them.
- Details of any sale, acquisition, or merger anticipated by the contractor.
- Details of any litigation instigated against the contractor or cancellation of contract for non-performance of the contractor in the past five years.
- Demonstrable financial viability of the contractor.

- Any other information regarding the contractor's experience that will assist the library in evaluating the proposal and making a decision.

Client References for Similar Work Performed

Contractors 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 RFB. Information provided for each customer reference must include the following:

- Client's name
- Contact information
- Years relying on contractor to perform the work for the client
- Brief description of services provided

Failure to provide the above information may result in the contractor's response to this RFB being rejected. DPL reserves the right to contact any and all references to obtain information without limitation and regardless of the contractor's performance on the listed jobs. A uniform sample of references will be checked for each contractor.

Health and Safety

The installation requested by this RFB must be in compliance with ADA guidelines for wheelchair clearance and for reach range standards where applicable.

Laws to Be Observed

The successful contractor 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 RFB. The successful Contractor 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 contractor must demonstrate the ability to have parts available within 24 hours of request.

V. Response to Specifications

Contractors must respond to every requirement contained in the Requirements section (VI) of the RFB 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, DLP reserves the right to reject any product proposed that does not meet the written specifications in this RFB.

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.

Contractors may quote equivalent items to those specified (as mentioned in Section V. Response to Specifications) so long as those equivalent items are in fact meet or exceed the specification for which the contractor seeks to substitute. DPL reserves the right to determine if the item is of equivalent quality and will serve the needs of DPL as specified in this RFB.

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

DPL will keep confidential proprietary information as requested in the proposal within the limits of the law. Note any confidentiality claims in the submission. However, DPL cannot protect from discovery pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*) an entire proposal even if marked "confidential."

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

Authorized Signature

Title

Date

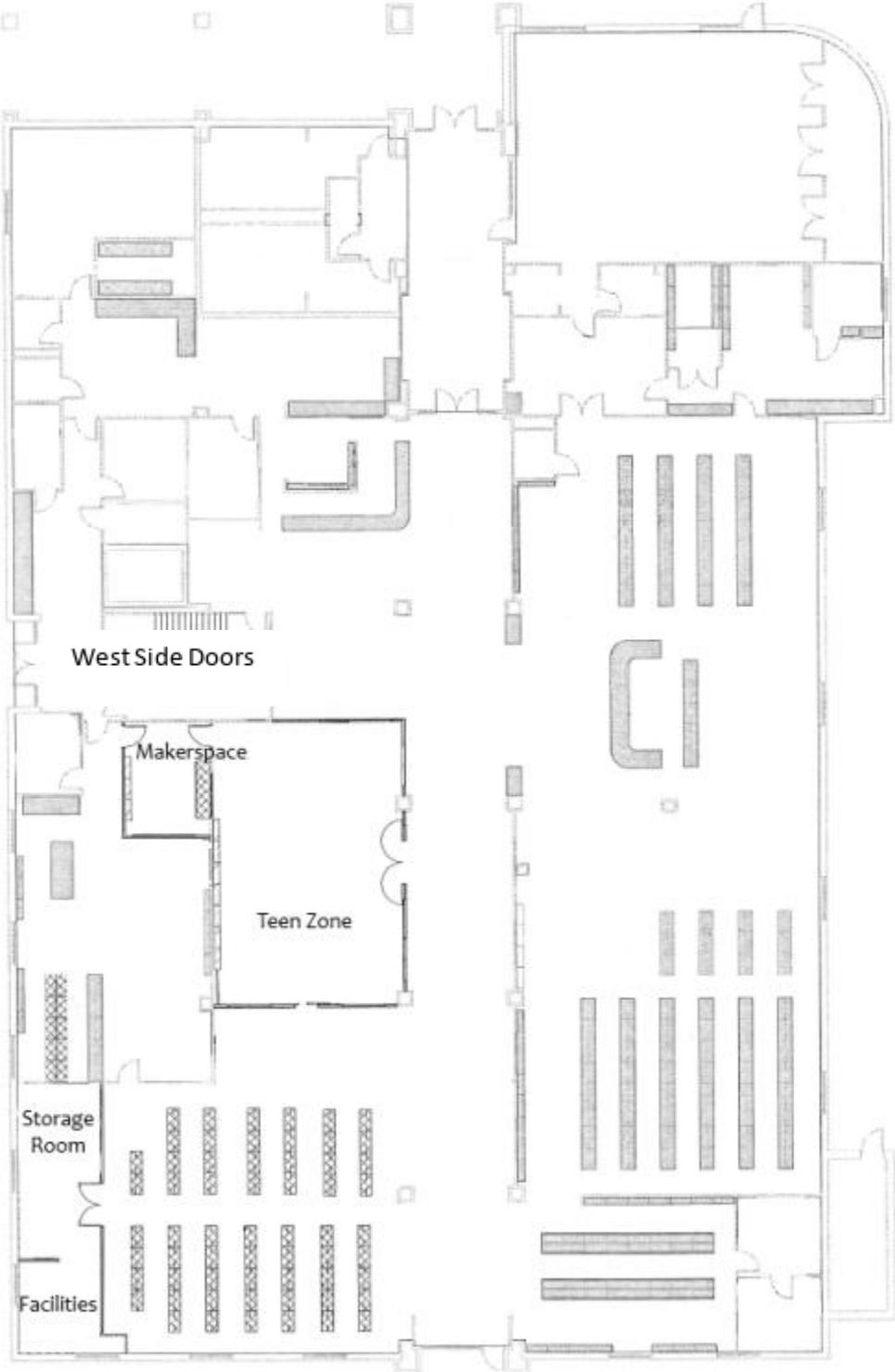
Appendix A. List of Library Door Furnishings

- 1 Each Horton 2310B (SO-SX-SX-SO) Profiler in a powder coat finish
- 1 Each Transom Option, 4" Frame W/O C300 Tube on Header (B-Part)
- 2 Each Threshold Safety Beam
- 1 Each Standard 3-Piece Saddle Threshold to Accommodate Floor CLR AL
- 2 Each Motion/Presence Activation Sensor
- 1 Each Glazing Option, Prep for 1" Transom Glazing
- 5 Each Powder Coat finish, standard color, per pan
- 104 Sqft 1" Insulated clear glass (safety glass where required by code)

Removal of existing swing entrance, complete installation of the abode equipment, complete working drawings, final hook-up, adjustments for proper operation per ansi A156.10, and decals.

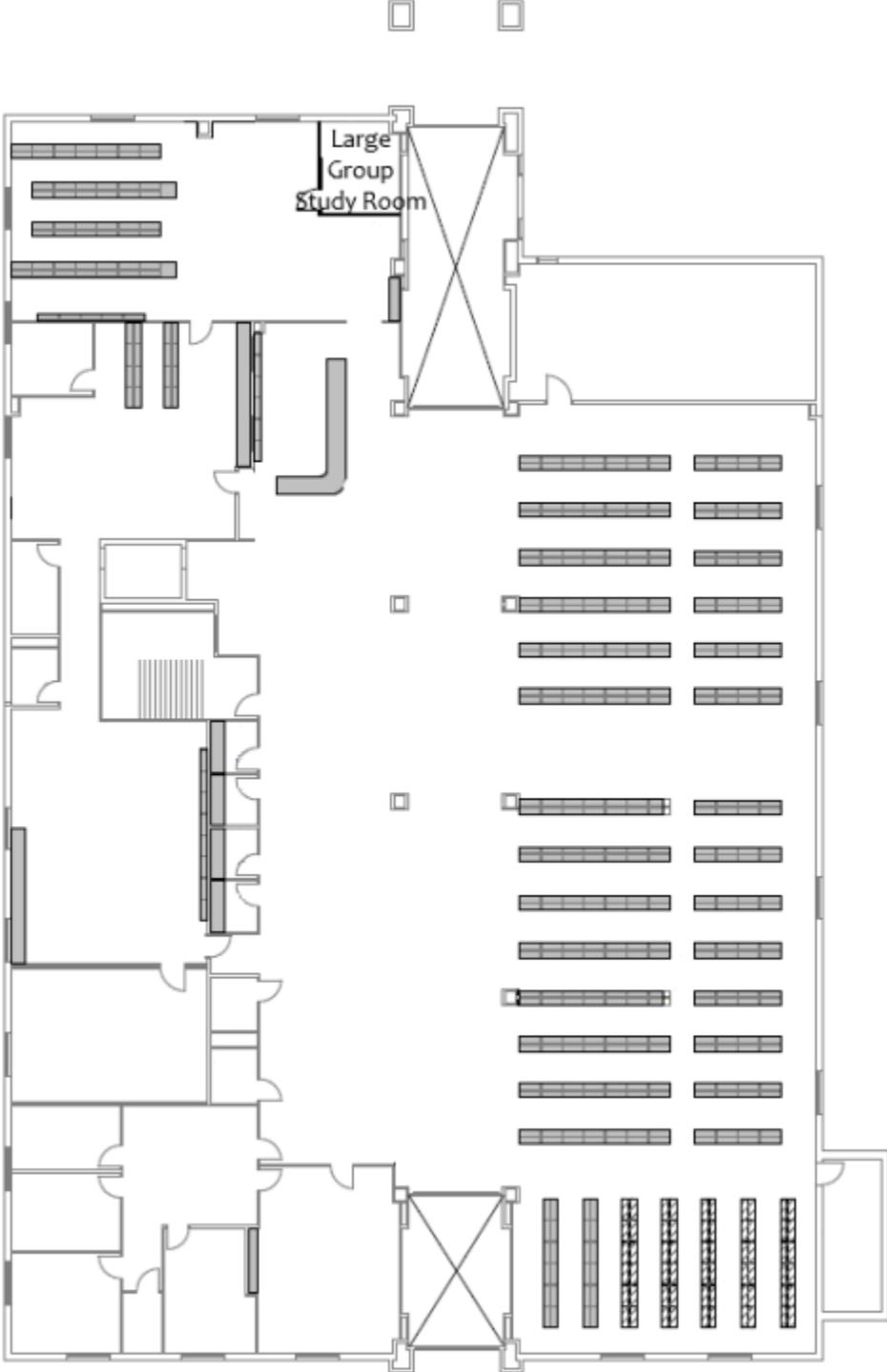
Appendix B: Maps of Library Building

First level



Appendix B: Maps of Library Building continued

Second level



STANDARD TERMS AND CONDITIONS

If DPL or the contractor default on any term or condition of their Agreement (hereinafter, the "Defaulting Party"), the other party (hereinafter, the "Non-Defaulting Party") shall give written notice to the Defaulting Party which provides a brief description of the default and a reasonable timeframe in which to cure the default. The Defaulting Party shall, within five (5) business days, respond in writing to the Non-Defaulting Party's notice of default with one of the following: (i) the default has been cured; (ii) an alternate reasonable date by which the default will be cured; or (iii) objective evidence that no default has occurred. If the Parties are unable to resolve their differences regarding the alleged default, either party may terminate the Agreement and either party may pursue its respective legal and equitable remedies. All actions to construe, enforce or rescind the Agreement shall be initiated and maintained in the Circuit Court for the Fifth Judicial Circuit, Vermilion County, Illinois.

The specifications attached to the instructions to contractors establish a standard of quality desired by DPL. Any contractor may submit quotations on any article which substantially complies with these specifications as to quality, workmanship and service. DPL 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 agreement or commitment of any kind.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written acceptance of such change by DPL.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained from DPL.

The contractor warrants that all articles supplied and services performed under this agreement conform to specifications herein. The contractor will deliver a warranty stating that all articles supplied under the agreement 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, religion, gender, gender-preference, 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 agreement 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 agreement.)

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 agreement, 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 contractor 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 agreement.

The successful contractor may not make any advertising or sale use of the fact that agreement items are being used by DPL, under penalty of agreement termination. News releases pertaining to the award resulting from the RFB shall not be made without prior written approval of DPL.

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 agreement, 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.