



101 South River Street  
Aurora, IL 60506  
630-264-4100

# **AURORA PUBLIC LIBRARY DISTRICT**

## **Request for Proposal**

### **Carpet/Flooring Replacement for Aurora Public Library District – West Branch**

Submission Date/Time:  
October 7, 2021 at 2:00 p.m.

Place:  
Aurora Public Library  
Savage Board Room  
101 S. River Street  
Aurora, IL 60506

The Aurora Public Library District is pleased to invite you to submit a proposal for:

Carpet/Flooring Replacement for the Aurora Public Library District – West Branch

RFP Opening: October 7, 2021 at 2:00 p.m.

Where: Aurora Public Library, Savage Board Room #332, 101 S. River Street, Aurora, IL 60506  
OR via Zoom if under a statewide emergency declaration.

Specification packages are available on our website: [www.aurorapubliclibrary.org](http://www.aurorapubliclibrary.org)

An optional site visit will be held on Monday, September 20 at 9:30 a.m. at the Aurora Public Library District – West Branch, 233 S. Constitution Dr., Aurora IL 60506. Interested proposers should notify the library of their intention to attend the site visit by calling the Library Administration Office at 630-264-4106 no later than September 17, 2021 and plan to meet at the Circulation Desk.

Please note the following requirements of the Request for Proposal:

- Proposal Form (attached)
- Fee Proposal Work Sheet (attached)
- Certificate of Insurance
- References (three (3) minimum, preferably from libraries)
- Original and 1 copy of your fully completed proposal and 1 electronic proposal

**TIMELINE:**

RFP issuance date:	9/14/2021
Optional walkthrough:	9/20/2021
RFP Submission due:	10/7/2021
Contract Approval:	10/27/2021
Anticipated Start of Service:	11/1/2021

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**Aurora Public Library District  
General Terms and Conditions  
Request for Proposal (RFP) Instruction to Proposers**

The general terms and conditions which follow apply to all purchases, solicitations for goods and/or services become a definite part of each formal request for proposal, purchase order, or contract issued by the Aurora Public Library, unless otherwise specified. By submitting a response, the proposer agrees to be bound by these terms and conditions. Proposers or their authorized representatives are expected to fully inform themselves of the conditions' requirements and specifications before submitting proposals, failure to do so will be at the proposer's own risk and he/she cannot secure relief on the plea of error.

**RFP Procedures**

The first two items must be performed by the proposer in order for the proposal to qualify for consideration by the Library.

1. PROPOSAL FORMS: Proposals shall be submitted via email, mail, or in-person delivery to [BusinessOffice@aurorapubliclibrary.org](mailto:BusinessOffice@aurorapubliclibrary.org) or the Aurora Public Library District Business Office, 101 S. River St., Aurora IL, 60506 by 2:00 p.m. on Thursday, October 7, 2021.
2. SUBMISSION OF PROPOSALS: All proposals submitted must be received by the Library before the time specified for receipt of proposal. Printed submissions must be in an envelope clearly marked "SEALED PROPOSAL" with the RFP TITLE, DATE DUE AND TIME OF RECEIPT written on the front of the envelope. The Executive Director, or her designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Library's Administrative Office). Formal sealed proposals, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. ADDENDUM: Proposer shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.
4. QUESTIONS: All questions concerning the RFP shall be submitted via email, mail, or in-person delivery by 2:00 p.m. on 9/27/2021. Emailed submissions should be sent to [hsturm@aurorapubliclibrary.org](mailto:hsturm@aurorapubliclibrary.org); mailed submissions should be sent to Heather Sturm, Aurora Public Library District, 101 S. River St., Aurora IL 60189. The Library will post a written response on our website [www.aurorapubliclibrary.org](http://www.aurorapubliclibrary.org) in the form of an addendum by the end of the day October 1, 2021. Whenever the answer to a question is contained in the documents, the proposer shall be directed to the RFP document. The Aurora Public Library District, Aurora, Illinois will not be responsible for any other explanation of the specifications made prior to the receipt of proposals.
5. PROPOSALS BINDING FOR 90 DAYS: Unless otherwise specified in the specifications, all formal RFP submitted shall be binding for ninety (90) calendar days following date of opening.

6. **WITHDRAWAL OF PROPOSALS:** A written request for the withdrawal of a proposal will be granted if the request is received by the Library prior to the time of bid opening.

## **AWARDING THE PROPOSAL**

1. **CRITERIA FOR AWARDING / RESERVATION OF RIGHTS:** The contract will be awarded to the responsible, responsive proposer, and any other proposer determined by the Aurora Public Library District Board of Trustees to be in the best interest of the Library, who meets or exceeds the criteria. The Library reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the Library. The Library also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation, shows is not in a position to perform the contract.

In determining responsibility, the following qualifications will be considered by the Library.

- (a) The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
  - (b) Whether the proposer can perform the contract or provide service promptly, or within the time specified, without delay or interference;
  - (c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer;
  - (d) The quality of performance of previous contracts or services;
  - (e) The previous and existing compliance by the proposer with law and ordinances relating to the contract or service;
  - (f) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
  - (g) The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
  - (h) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract;
  - (i) Proposer's record of experience in this field of endeavor; and, the size and scope required in the proposals specifications;
2. **NOTICE OF AWARD:** The Library expects to accept in writing one of the proposals within ninety (90) days from the date of opening, or the time specified within the specifications. Notice of Award will be mailed to all proposers of record within the time for acceptance specified in the Request for Proposal.
  3. **REGISTRATION REQUIRED:** Companies awarded should be registered to do business in the State of Illinois.

## **PRICE**

1. **TAX EXEMPTION:** Sales to the Aurora Public Library are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service

use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. Our Tax Exemption Identification No. is E9988-9684-07.

## FINANCIAL RESPONSIBILITY PROVISIONS

1. GENERAL GUARANTY: Contractor agrees to:
  - (a) Save the Library, its agents, and employee harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or owner; and
  - (b) Protect the Library against latent defects in materials or workmanship and to repair or replace any articles damaged or marred in transit or during delivery; and
  - (c) Pay for all permits, licenses, and fees and give all notices and to comply with all laws, ordinances, and rules of the City of Aurora and the State of Illinois.
  
2. WARRANTIES: Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by Contractor for a period of one year from date of delivery and installation if required unless otherwise stated in the specifications. If within the guarantee period any defects or signs of deterioration are noted which, in the opinion of the Library, are due to faulty design and installation, workmanship, or materials, the Library shall notify the Contractor. At the Contractor's expense, the contractor shall repair or adjust the equipment or parts to correct the condition, or replace the part or entire unit to the complete satisfaction of the Library.
  
3. INSURANCE: The contractor shall maintain during the progress of the Work, and if required to return during the warranty period, insurance with the minimum limits and coverages as shown below or, if higher, the requirements set forth in prime contract documents:
  - a. WORKERS COMPENSATION meeting the statutory requirements of the State in which the work is to be performed and containing Employers Liability insurance in the amount of \$1,000,000 for each insured limit. A **waiver of subrogation** in favor of Aurora Public Library District.
  
  - b. COMMERCIAL GENERAL LIABILITY insurance providing limits of \$1,000,000 each occurrence and \$2,000,000 aggregate (Per Project). The policy must include **Aurora Public Library District (Owner)**. Coverage provided for the additional insureds shall be on a **primary and non-contributory** basis. Coverage must include premises/operations, independent contractors, products/completed operations and contractual liability. Coverage must be provided on the latest edition of ISO Form CG 0001 or equivalent (General Liability) and **ISO Forms CG 2010 7/04 and CG 2037 7/04 or equivalent (Additional Insured)**. A **waiver of subrogation** in favor of Aurora Library District (Owner) shall be provided.

- c. COMMERCIAL AUTOMOBILE LIABILITY insurance providing coverage on all owned, non-owned and hired vehicles providing limits of \$1,000,000. The policy must include **Aurora Public Library District (Owner)** as additional insureds on a primary & non-contributory basis. A **Waiver of subrogation** in favor of **Aurora Public Library District**.
- d. COMMERCIAL UMBRELLA LIABILITY/EXCESS LIABILITY insurance with limits of \$5,000,000 or whatever limit you feel is sufficient for your project) per contract requirements per occurrence and \$per contract requirements aggregate providing excess coverage over (A), (B) and (C) above **including the additional insureds**.
- e. A certificate of insurance, on an approved form, (Acord [25 2016/03](#)) must be delivered prior to commencing the work and must state that coverage will not be altered, cancelled or allowed to expire **without 30 days written notice** to Aurora Public Library District. Any self-insured retention or deductible applicable to loss shall be the sole responsibility of subcontractor. All policies of insurance shall be written with insurance carriers rated A. M. Best & Co. with ratings no less than A-IX.
- f. It is agreed that the subcontractor shall purchase and maintain property insurance for material and equipment used on the jobsite. It is further agreed that the subcontractor shall have no recourse or rights of subrogation for loss or damage to any such property from **Aurora Public Library District** or any other party to the prime contract.
- g. **Equivalent insurance coverage must be obtained from each of your subcontractors or suppliers**, if any, before permitting them on any job site. Otherwise, their protection must be included within your insurance policies.
- h. It is understood and agreed that authorization is hereby granted to Aurora Public Library District to withhold payments to the subcontractor until a properly executed certificate of insurance is delivered.

Subcontractor agrees to maintain the above insurance for the benefit of Aurora Public Library District (Owner) and any other entities required in the prime contract for a period of one (1) year from the completion of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract documents, whichever is greatest as it relates to the statute of repose in the jurisdiction that the work is being performed.

The Contractor understands and agrees that any performance bond or insurance protection required by this contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Library as herein provided.

- 4. INDEMNIFICATION: The Contractor shall indemnify, hold harmless and defend the Library, its trustees, officers, employees, and its agents from any and all claims, suits,

actions, costs, and fees, including reasonable attorney's fees, of every nature or description arising from, growing out of, or connected with the performance of this Contract, or because of any act or omission, negligence, or misconduct of the Contractor, its employees and agents, or its subcontractor(s). Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

5. CERCLA INDEMNIFICATION: The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Library, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq. as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

#### **ASSIGNMENT/TERMINATION/DEFAULT**

1. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received there under the Contractor shall be subject to the approval of the Aurora Public Library District.
2. TERMINATION OF CONTRACTS: Contracts will remain in force for full periods and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - (a) Terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
  - (b) Extended upon written authorization of the Executive Director and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
3. DEFAULT: The contract may be cancelled or annulled by the Aurora Public Library District Board of Trustees in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have seven (7) days within which to cure any default or violation. If the default or violation is not cured within the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the Library for costs incurred by the Library in excess of the defaulted contract prices. However, the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

#### **MISCELLANEOUS**

1. MATERIAL SAFETY DATA SHEETS: It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import,

and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employers are similarly provided an MSDS.

Contractors who are awarded this contract, and if the above paragraph applies to this bid, must submit Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

2. **MINORITY PARTICIPATION:**

The Aurora Public Library encourages minority business firms to submit proposals and encourages the successful contract bidder to utilize minority businesses as sub-contractors for supplies, equipment, services and construction.

3. **PROSECUTION OF WORK:**

The Contractor shall begin the Work to be performed under the contract no later than ten (10) days after the execution and acceptance of the contract, unless otherwise provided. The Work shall be conducted in such a manner and with sufficient materials, equipment and labor as is considered necessary to insure its completion within the time specified in the contract.

4. **NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS:** Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

5. **FORCE MAJEURE:** Whenever a period of time is provided for in this Agreement for either the LIBRARY or OWNER and CONTRACTOR to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER and CONTRACTOR's control: if committed, omitted or caused by OWNER and CONTRACTOR, OWNER and CONTRACTOR'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER and CONTRACTOR or by any corporation or other business entity that holds a controlling interest in OWNER and CONTRACTOR, whether held directly or indirectly.

## AURORA PUBLIC LIBRARY DISTRICT

### Request for Proposal

#### Carpet/Flooring Replacement for the Aurora Public Library District – West Branch

##### SCOPE OF WORK:

The Aurora Public Library District is seeking proposals from a qualified contractor for the replacement of carpet/flooring. The Library is seeking a contractor that will provide a single source responsibility for all entailed work, which may include moving shelving, furniture, and related materials within the library facility.

##### BIDDER'S QUALIFICATIONS:

Any bidding contractor is agreeing that they meet the following minimum requirements:

1. Company is licensed to do business in the state of Illinois.
2. Company shall be in and maintain compliance with the Owner's Fair Employment Practices Agreement, the Federal Civil Rights Act and Illinois Fair Employment Practices Act
3. Company complies with the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.
4. Company should be of sound financial status
5. Company shall have a minimum of five (5) years of documented experience.
6. Company shall be free of encumbering legal actions or firm history of judgments, claims and arbitration proceedings.
7. Company shall provide necessary insurance requirements as defined.

An optional site visit will be held on September 20, 2021 at 9:30 a.m. at the Aurora Public Library – West Branch, 233 S. Constitution Ave., Aurora, IL 60506. The tour will begin at the Circulation Desk.

##### SUPPLIES:

Materials recommended by manufacturer for patching, priming, chemically welding seams, etc. Adhesives -- Products to be supplied with a pre-cured, mill-applied, or other "dry" adhesive system when available. Adhesive should be full spread, extremely low VOC in compliance with CRI Indoor Air Quality Adhesive Testing Program requirements, compatible with materials being adhered, as recommended by the Manufacturer.

##### PROJECT SPECIFICATIONS:

- 1) Carpet Replacement – Main Library, Meeting Room, Study Rooms, Offices, Network Closet

Replace existing carpet tile throughout West Branch, including the main library, meeting room, study rooms, offices, and network closet. Removal and return placement of shelving to be coordinated with library-selected moving contractor. Price shall include the removal and disposal of the existing carpet, preparation of the existing floor to receive the new carpet, replacing existing wall base molding, and the furnishing and installation of the new carpet including all labor, materials, and incidentals to finish the work complete and accepted by the Library.

- 2) Carpet Replacement with Vinyl – Staff Area

Replace existing carpet tile in the staff workroom, book repair room, break room, and hallway with 5mm vinyl tile. Price shall include moving office furniture, the removal and disposal of the existing carpet, preparation of the existing floor to receive the new vinyl tile, replacing existing wall base molding, and the furnishing and installation of the new vinyl tile including all labor, materials, and incidentals to finish the work complete and accepted by the library.

**WORK SCHEDULE:**

Delivery and installation in November 2021 preferred. All work is to be performed during standard business hours Monday-Friday, although arrangements may be made to start early or stay late on any work day. The exact scheduling and sequencing of areas will be resolved with successful contractor in collaboration with the Library. Completing the work in minimum amount of days is critical.

**BUILDING SECURITY:**

The contractor is to coordinate work with Library staff, and be prepared to protect the public when work is happening during open hours.

**DELIVERABLES:**

In order to fully respond to this RFP, each bidder must include:

- Proposal Form (attached) including acknowledged receipt of any or no Addendums
- Fee Proposal Worksheet (attached)
- Certificate of Insurance
- References (three (3) minimum, preferably from libraries)
- One print and one electronic copy of your full submitted proposal

Failure to include any of the deliverables may result in the response being disqualified or receiving a lower rating. It is the responsibility of the bidder to look for addendums.

**RATING CRITERIA:**

All responses shall be rated on the following scale:

- |  |     |
|--|-----|
| • Cost   | 40% |
| • Company Qualifications and Experience (including reference checks) | 30% |
| • Availability and Capacity of the Company to Perform the Work       | 30% |

The award will be made to the most qualified company whose proposal is deemed most advantageous. Any contract resulting from this RFP will be subject to the approval of the Aurora Public Library District Board of Library Trustees.

**AURORA PUBLIC LIBRARY DISTRICT  
PROPOSAL FORM**

RFP TITLE: Carpet/Flooring Replacement for the Aurora Public Library District – West Branch

RECEIVED BY: October 7, 2021

TIME DUE: 2:00 p.m.

WHERE: Aurora Public Library, Savage Board Room, 101 South River Street, Aurora

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for an in consideration of the proposed prices and certifies meets minimum bidder qualifications.

The undersigned acknowledges receipt of addendum Nos. \_\_\_\_\_.

**PLEASE SUBMIT ONE (1) PRINT  
AND  
ONE (1) ELECTRONIC COPY OF YOUR PROPOSAL**

To be considered, all proposals must: be signed, include worksheets and be received by the due date and time.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE # \_\_\_\_\_ FAX # \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ TITLE: \_\_\_\_\_

**AURORA PUBLIC LIBRARY DISTRICT  
Carpet/Flooring Replacement**

Aurora Public Library District – West Branch  
233 South Constitution Dr, Aurora IL 60506

**FEE PROPOSAL WORKSHEET**

**Option 1**

- 1. All public areas including the entry hall, meeting rooms, study rooms, and offices**

Carpet Tile:

Shaw Contract - Active Collection - styles Advance, Dash, Track, and Turn tiles  
*Lump sum total for all tile per specifications. Contractor is responsible for field measurements and yardage requirements. Include all required material and freight.*

\$ \_\_\_\_\_

Tile Installation:

\$ \_\_\_\_\_

- 2. All staff areas including the staff workroom, book repair room, hallway, and break room**

LVT:

Shaw Contract - Style Cove, 0927V  
*Lump sum total for all tile per specifications. Contractor is responsible for field measurements and yardage requirements. Include all required material and freight.*

\$ \_\_\_\_\_

Vinyl Installation:

\$ \_\_\_\_\_

- 3. Moving**

Shelving, furniture and collection moving as specified in scope of work

\$ \_\_\_\_\_

- 4. Total**

\$ \_\_\_\_\_

**Option 2**

**5. All public areas including the entry hall, meeting rooms, study rooms, and offices**

Carpet Tile:

Shaw Contract - Mindful Play Collection - styles Engage, Impact, Think tiles  
*Lump sum total for all tile per specifications. Contractor is responsible for field measurements and yardage requirements. Include all required material and freight.*

\$ \_\_\_\_\_

Tile Installation:

\$ \_\_\_\_\_

**6. All staff areas including the staff workroom, book repair room, hallway, and break room**

LVT:

Shaw Contract - Style Cove, 0927V  
*Lump sum total for all tile per specifications. Contractor is responsible for field measurements and yardage requirements. Include all required material and freight.*

\$ \_\_\_\_\_

Vinyl Installation:

\$ \_\_\_\_\_

**7. Moving**

Shelving, furniture and collection moving as specified in scope of work

\$ \_\_\_\_\_

**8. Total**

\$ \_\_\_\_\_