

Fountaindale Public Library District

Infrastructure Plan and Schedule

Request for Proposal

2018

Background

The Fountaindale Public Library District is soliciting proposals to conduct a thorough facility condition analysis of its facility and grounds on Library property including identification of current facility condition deficiencies, recommendations for corrections for all deficiencies, provision of cost estimates for corrections and forecasting of future capital renewal cost.

Timeline

- August 30, 2018 – Notice published in paper
- August 31, 2018 – RFP published on website
- September 13, 2018—Last day to submit questions to RFP contact person
- September 19, 2018—Final Questions and Answers published on website
- September 27, 2018—Respondent proposals due by 4:00 p.m.
- October 1, 2018—Proposals opened at Fountaindale Public Library District at 9:30 a.m.
- October 18, 2018—Contract awarded at Fountaindale Public Library District Board Meeting

Instructions

RFP Contact Person:

Paul Mills
Executive
Director
Fountaindale Public Library
District 300 West Briarcliff Road
Bolingbrook, IL 60440
pmills@fountaindale.org

Questions and Notifications

All inquiries, questions or notifications must be sent in writing via postal mail or email and marked “Fountaindale RFP for Infrastructure Plan and Schedule.” Phone calls will not be accepted. All inquiries shall be directed only to the RFP contact person as shown above. Violations of this provision by respondent or interested parties may result in the rejection of the proposal.

Should the respondent suspect any error, omission, or discrepancy in the specifications or instructions, the respondent shall immediately notify Paul Mills in writing via postal mail or email. Paul Mills shall issue written instructions to all respondents that are to be followed by each respondent. Updated instructions will be posted on the Fountaindale Public Library District website at <http://www.fountaindale.org>.

Proposal Submission

Proposals must be received no later than 4:00 p.m. on September 27, 2018. Proposals must be submitted electronically in PDF or Microsoft Word format. Files may not be password-protected or copy-protected. Print copies of the proposal may be submitted in addition to the electronic version, but this is optional. Accompanying materials may be submitted in electronic or print form. Include four copies of any print materials.

It is the respondent's responsibility to ensure proposals are received by the closing date and time. Late proposals will not receive consideration.

Proposals must include the following sections in this order:

- A. Contact information. Name, address, FEIN number, phone number, and email address of the respondent.
- B. Corporate profile describing your company, including the number of employees and physical location of current operations offices. Also state whether the corporation or other entity is fully licensed and incorporated or otherwise legally qualified to do business in the State of Illinois.
- C. Key personnel. Identify persons who will assist with this contract. For each person, include the name, title, experience, and periods of service with your firm.
- D. Statement of qualifications. State your experience with similar projects.
- E. References. Three references from recent customers, including name, agency, phone number, and email address of persons to contact.
- F. Legal issues. Listing of any lawsuits or claims that the consultant or its senior staff has been involved in during the last 5 years.
- G. Fully completed Price Sheet provided in Appendix A of this proposal.
- H. Full response to all service requirements of this proposal.

Evaluation

Although no weighted value is assigned, consideration will be given to the following issues, among others:

- Cost
- Adequacy and completeness of proposal Respondent's understanding of the project
- Compliance with the format, terms and conditions of the RFP Experience in providing like services
- Methodology to accomplish tasks
- Respondent's ability to provide the services required, including financial stability
Respondent's qualifications and references

The Fountaindale Public Library District reserves the right to reject any and all proposals, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals, and to award a contract in the best interest of the Fountaindale Public Library District. Submission of an offer confers on the respondent no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Fountaindale Public Library District's discretion.

The Fountaindale Public Library District reserves the right to waive any informalities or discrepancies or permit a respondent to clarify such discrepancies and so conduct discussions with all qualified respondents in any manner necessary to serve the best interests of the Fountaindale Public Library District. The Fountaindale Public Library District may seek clarification of the offer at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer.

Respondents must be prepared for the Fountaindale Public Library District to accept the offer as submitted without prior discussions or negotiation, but the Fountaindale Public Library District may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, the Fountaindale Public Library District may reject the offer or revoke the award, and may begin negotiations with another respondent or re-issue the RFP.

Conditions of the Contract

All files, records, documents, and similar items relating to the business of the Fountaindale Public Library District whether they are prepared by the respondent or come into the respondent's possession in any other way, are and shall remain the exclusive property of the Fountaindale Public Library District. The respondent shall not misuse, misappropriate, or

disclose any of the facts or materials described herein, directly or indirectly, either during the term of the contract or at any time thereafter.

The respondent's position is strictly contractual. The person fulfilling the specifications of this project will in no way assume an employer/employee relationship with the Fountaindale Public Library District. Benefits provided Fountaindale Public Library District employees will not be provided to the respondent for this contract.

The contents of the proposal of the successful respondent (if any) shall become contractual obligations binding on the successful respondent if a contract is issued by the Fountaindale Public Library District.

Certain conditions are unacceptable to the Fountaindale Public Library District, including, but not limited to, the following:

- Governing law other than the State of Illinois
- Clauses requiring the Fountaindale Public Library District to indemnify or hold harmless the successful respondent
- Clauses that unduly restrict or place unreasonable claims of ownership on data which are the subject of the agreement/contract
- Clauses relating to requiring the Fountaindale Public Library District to enter into reimbursement arrangements relative to attorney's fees
- Payment terms of less than thirty (30) days

Compliance with Requirements

Each respondent is responsible for the contents of its proposal and for satisfying the requirements set forth in the RFP. The respondent is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself or take advantage of any errors or omissions in the description of the proposed devices and services.

Each proposal is subject to and is governed by the Equal Employment Opportunity Clause set forth in the Rules and Regulations of the Illinois Department of Human Rights. The successful respondent must comply with the applicable provisions of the federal Occupational Safety and Health Act, and any standards and regulations issued thereunder, and shall certify that all services furnished pursuant to its proposal will conform to and comply with said standards and regulations. In addition, the successful respondent must comply with all other applicable laws.

These requirements also apply to all subcontractors hired by the primary respondent.

Cost of Preparing Proposal

The cost of developing and submitting the proposal is entirely the responsibility of the respondent. This includes costs to determine the nature of the engagement, preparation of

the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

Preparation of Proposal

The Fountaindale Public Library District has the right to rely on any information and price quotes provided by respondents. The respondent shall be responsible for any mathematical error in price quotes. The Fountaindale Public Library District reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other respondent, competitor or interested party.

Competition

The purpose of this RFP is to seek competition. The respondent shall advise the Fountaindale Public Library District if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the RFP contact person no later than five (5) business days prior to the response due date.

Proposal Disclosures

All information submitted is subject to the Illinois Freedom of Information Act (5 ILCS 140) and other applicable laws and rules. Respondents claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer clearly labeled "Confidential Information."

Proposal Term

Prices, terms and conditions for the proposed services must be kept firm for at least 90 days after the deadline to submit proposals. Proposals for periods of less than 90 days may be considered nonresponsive and, therefore, may be rejected.

I. GENERAL INFORMATION:

A. Overview

The Fountaindale Public Library District is soliciting proposals to conduct a thorough facility condition analysis of its facility and grounds on Library property including identification of current facility condition deficiencies, recommendations for corrections for all deficiencies, provision of cost estimates for corrections and forecasting of future capital renewal cost. The objectives of the proposed project are:

1. To identify all existing backlog maintenance and deficient conditions in terms of Routine Maintenance, Deferred Maintenance, Capital Repair and Capital Renewal.
2. To calculate the costs for all identified projects.
3. To assist with the development of present and future budgets.
4. To rank and prioritize all projects by severity and anticipated life cycle.

B. Purpose

A study is needed to identify the various types of backlog maintenance projects for Library facilities and to estimate the amount of funding needed to reduce further deterioration of building components, comply with current building and safety codes and ensure that the facilities operate as designed, both structurally and mechanically.

The results of this analysis will be used to implement an ongoing system of identification and prioritization of deferred maintenance and capital repair / renewal projects within the Library.

The results of this analysis will also be used to provide the data needed by the Library to address facilities needs and 20-Year Scheduled Maintenance / Special Repair Plan.

C. Description of Fountaindale Public Library Facilities

The Library operates and maintains approximately 114,000 gross square feet of LEED Gold certified library services facilities. The age of the facility is approximately 7 years old.

II. SCOPE OF REQUIRED SERVICES:

A. General

This contract will require professional inspections of all facilities as specified herein to produce an accurate analysis that identifies all visible components and elements requiring maintenance or planned action. Licensed architects and engineering professionals must perform the inspections. These professionals may be supplemented with construction or building system specific specialist when appropriate.

B. Services Required

1. The Facility Condition Analysis must focus on distinct building systems and should be categorized as follows:

- Site including grounds, utilities and paving systems
- Exterior Structure including roofs, walls, window systems, exterior doors and structural components.
- Interior Structure including walls, doors, floors and ceilings
- Health
- Life/Fire Safety including fire protection
- Heating, Ventilation, and Air Conditioning
- Plumbing
- Electrical including backup power systems and uninterrupted power systems
- Low Voltage Electrical including CCTV, access control systems
- Elevator systems
- Fixed Equipment
- Furniture, Fixtures, & Equipment

Each project must be identified within one of these categories. All reporting, summaries, totals, and models must illustrate each of the categories individually.

2. The results of this analysis must categorize each cited deficiency within one of the following classifications according to the definition provided below:

- a. Routine Maintenance: Means the day-to-day efforts to control deterioration of facilities (keep up expenses) through scheduled repetitive activities (e.g. cleaning), periodic scheduled work (e.g., inspections and equipment adjustments) and minor repairs made on an as-needed basis.
- b. Deferred Maintenance: Refers to expenditures for repairs which were not accomplished as a part of normal maintenance or capital repair which have accumulated to the point that facility deterioration is evident and could impair the proper functioning of the facility. Costs estimated for deferred

maintenance projects should include compliance with applicable codes even if such compliance requires expenditures additional to those essential to affect needed repairs. Deferred maintenance projects represent catch up expenses.

- c. Capital Repair and Capital Renewal: A subset of regular or normal facility maintenance which refers to major repairs or the replacement/rebuilding of major facility components (e.g., roof replacement at the end of its normal useful life is capital repair; roof replacement several years after its normal useful life is deferred maintenance).

All reporting, summaries, totals, and models must illustrate these types of backlog individually.

3. The Facility Condition Analysis must identify all code violations, i.e. disabled accessibility, fire protection, etc. All applicable national and local codes must be utilized to determine these problems. Each project must identify the particular code/chapter/section of the building standard being violated. This is to include code issues that surface because of major building renovations.
4. In addition to building systems, fixed equipment shall be inventoried and assessed including but not limited to chillers, air-handling units, boilers / heating systems, exhaust fans, rooftop air-conditioning units, compressors, fire sprinkler pumps, elevator motors, main switchgear, circulation pumps, fire alarms, fire suppression systems, uninterrupted power supplies, transfer switches, generators, building automation control systems, and sump pumps.
5. All analysis must include any actions anticipated within Fiscal Year 2018/2019 through 2038/2039 time frame.
6. All projects must be ranked by priority class based on urgency.
7. Each correction project identified will be assigned to one of the following categories:
 - Life-safety code compliance
 - Building code compliance including ADA
 - Building integrity
 - Appearance
8. Each detailed project must include the following information:
 - a. Unique title
 - b. Location (Specific Location, Room Number, etc.)

- c. Project priority classification
 - c. Building System Category (Site, Exterior Structure, etc.)
 - d. Specific Building Code violation or application
 - e. Specific project extent (entire building, specific floor or item only, etc.)
 - f. Detailed narrative description of each project describing the condition needing to be corrected, the corrective action required, and the consequences of effect of this project on the building occupancy, maintainability, and reasons the original condition occurred.
 - g. Cost estimate for each project identified by industry standards, published construction and facilities maintenance, construction and repair cost estimate data, reflecting appropriate location and labor types. Costs must be appropriately adjusted to reflect the Illinois Prevailing Wage Act. Cost shall include customary soft cost such as A/E., PM, and Inspection fees.
9. Because long-range funding for facilities is accomplished by identifying the rate of renewal required to maintain components of each facility as it depreciates and becomes unusable, the assessment data must analyze and model the rates of depreciation and report on the annual reinvestment rate to replace components as they become unusable, determine approximate replacement cost of each building component where cumulating of components will equal the replacement value of the buildings, have the ability to analyze multiple year outlooks and various combinations of building type reinvestment rates and project and analyze costs for deferred maintenance and capital renewal including identification of the Current Replacement Value (CVR) and the Facility Condition Index (FCI) of the facility.
10. Provide digital photographs for each piece of equipment inventoried and include these in the final report. Exterior photographs will be used for documentation of structural problems, major site deficiencies or special conditions. Interior photographs will be used to document critical or unusual conditions. Photographs will be used to explain and / or justify the prioritization of corrective actions.
11. The assessment data must be stored in a digital format that supports the project objective and requirements as described in this document. The digital files must provide the Library the capability to view, continue to update all data, manage deferred maintenance reduction and predict future capital repair and renewal projects.
12. Deliverables shall include a final report, project schedule, schedule of values for partial progress payments, and any meeting minutes. The final reports shall include an executive summary, methodology description, summary reports on data and detailed building and

deficiency data including cost data. The methodology description shall include written documentation of processes and inspection methods.

**Appendix A Price
Sheet**

Fountaindale Public Library District

Request for Proposal

Infrastructure Plan and Schedule

Total Cost: _____

Appendix B Contract

Article I

General Conditions

The Contractor shall employ competent supervisory personnel who have experience in all facets of the tasks to be rendered under this agreement. The Contractor's personnel shall be carefully interviewed, screened, reference-checked and covered by bond.

The Contractor shall furnish all necessary, appropriate, tested and approved implements, machinery, supplies, and materials for the satisfactory performance of all specified services. Fountaindale shall provide sufficient space in the building to the Contractor for the storage of said implements, supplies, and materials.

Communication between Fountaindale and the Contractor shall be by e-mail or by phone to communicate specific daily instructions or needs. Meetings between the Contractor and Fountaindale shall be scheduled at regular intervals on a mutually agreeable frequency.

Contractor shall insure that all personnel and/or agents shall abide by all safety rules and regulations which may be adopted from time to time by either Fountaindale or the Contractor.

Contractor's personnel shall not disturb papers on desks, tables, cabinets, etc., nor shall they in any way utilize Fountaindale's office or other equipment; including telephones, calculators, computers, copy machines, FAX machines, coffee makers, etc. without permission.

Contractor's paid personnel shall not be accompanied by any non-paid personnel, specifically family members or children of paid personnel.

Contractor's personnel shall not smoke within the library facility.

Contractor shall furnish Worker's Compensation Insurance in limits as prescribed by Illinois statutes, and Bodily Injury and Property Damage Insurance with coverage of \$1,000,000 each occurrence and \$2,000,000 aggregate. Contractor is required to furnish Automobile coverage and Umbrella Liability Insurance coverage in the amount of \$1,000,000.

Contractor shall pay payroll taxes and other taxes levied against payrolls by municipal, state and federal agencies when due.

Contractor shall not subcontract any portion of the services to be rendered under this Agreement, nor assign this Agreement in any manner without written approval of

Fountaindale.

Contractor shall make reasonable and prompt restitution by cash, replacement or repairs for any damage for which the contractor is liable. Fountaindale shall determine if appropriate restitution is a repair or a replacement or a full reimbursement.

Contractor shall complete and execute the Certifications attached to this Agreement prior to the Agreement becoming effective.

Article II

Schedule of Services

Contractor shall render service as specified seven (7) days per week, Sunday through Saturday except on the following days when the Library is closed: New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. Other days that the library may be closed are determined in October of each year for the next year. Fountaindale will advise Contractor of other days when the Library is closed at that time.

Services are to be rendered during normal library hours. Fountaindale will provide Contractor with a schedule of normal library hours.

Contractor shall provide Fountaindale with a schedule outlining the days and/or the weeks and/or the months when regularly scheduled periodic services shall be rendered.

Article III Charges

Contractor shall render all services as specified to the complete satisfaction of Fountaindale for charges as detailed below:

The total and all-inclusive cost shall be
\$_____.

Article IV Special Services

Fees for other services shall be negotiated as needed.

Article V
Hold Harmless

Contractor shall furnish Fountaindale with certification for Public Liability and Property Damage Insurance covering all of its operations in the library facility in the limits as prescribed herein.

Certificates of such insurance shall be forwarded to Fountaindale upon award of the Contract.

Contractor shall indemnify and save harmless Fountaindale or its agents against all loss and expenses by reason of liability imposed by law upon Fountaindale or its agents for damages: (1) Because of bodily injuries, including death at any time resulting therefrom, sustained by any person other than employees of contractor while on or about the premises of Fountaindale caused by the willful or negligent acts or omissions of Contractor; or, (2) because of injury to or destruction of property caused or occasioned directly or indirectly by Contractor, its agents, or its employees.

Contractor agrees to defend promptly and diligently at its sole cost and expense any such claim, action or proceeding brought against Fountaindale and/or its agents, or against Fountaindale and Contractor jointly or severally (a) arising out of or connected with any of the work performed under this Agreement; or (b) by any employee or former employee of Contractor arising out of or based upon the law regulations, requiring contract or award relating to the hours of any such employment, working conditions, and/or wages or compensation of such employees.

Contractor also agrees to carry Worker's Compensation Insurance for all its employees as required by law and to furnish a certificate of such insurance. In addition, Contractor will conform to the current provision of the Occupational Safety and Health Act and any other applicable federal, state or municipal laws and regulations.

Contractor shall maintain liability insurance in the amounts required by Article I, such insurance to include both bodily injury and property damage liability. Before commencing the work, the Contractor shall furnish a certificate of insurance from its insurance carrier showing that it has complied with the foregoing provisions of this Article, and providing that the said insurance policies will not be changed or cancelled during their term after at least thirty (30) days prior notice by registered mail to Fountaindale. The form of said certificate of insurance shall be in accordance with the attached form – Certificate of Insurance and the Additional Insured Endorsement.

It is especially understood and agreed that the foregoing provisions of the Article will survive the termination of this Agreement.

**Articl
e VI**
Agreement Term

This Agreement shall become effective the _____ day of _____, 2018 and will remain in effect for _____ months, subject to the terms and conditions as detailed herein.

In Witness whereof, the parties herein have caused their corporate names to be subscribed this day and year above written.

Fountaindale Public Library District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Contractor

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Additional Required Documents

Contractor must complete in full and submit the following documents with the signed Agreement. Failure to submit or properly complete any of the documents can cause the bid to be incomplete. Incomplete bids may disqualify the bidder from consideration by the Library in awarding the Contract.

- Breakdown of Charges
- Contractor's Certification
- Fair Employment Practices Affidavit of Compliance
- Contractor's Drug-Free Workplace Certification
- Anti-Collusion Affidavit of Compliance
- Additional Insured Endorsement