IGNACIO COMMUNITY LIBRARY

REQUEST FOR PROPOSALS 2019-01



DESIGN AND INSTALLATION OF PLAZA SHADE STRUCTURE & EXTERIOR SIGN

RESPONSES ARE DUE BY MONDAY, MAY 20, 2019

Ignacio Community Library P.O. Box 886 470 Goddard Avenue Ignacio, CO 81137 (970)563-9287

The Ignacio Community Library will receive Proposals for the purpose of

establishing a Contract with an Independent Contractor for the Ignacio Community Library District for the design and installation of a shade structure and electronic sign on the front plaza.

Sealed proposals will be received at the **Ignacio Community Library, 470 Goddard Avenue, P.O.Box 886, Ignacio, CO 81137** until , Monday, May 20, 2019 at 1:00 p.m. local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present. Proposals shall be delivered and addressed to, Ignacio Community Library, Attn: Library Director and shall be labeled: SEALED PROPOSAL FOR DESIGN AND INSTALLATION OF PLAZA SHADE STRUCTURE RFP # 2019-01.

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received by the library by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the ICL before the Proposal Submittal Deadline.

Proposers must submit one (1) identified original copy, one (1) electronic copy, plus five (5) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the proposer.

Event Advertisement of bid Deadline for Receipt of Questions/Clarifications Opening of Bid Evaluation Meeting Notice of Award Date (on or by) 05/03/2019

05/15/2019 05/20/2019 1:00 pm 05/21/2019 TBD 05/22/2019

Note: All times are subject to change at the Library's discretion.

Ignacio Community Library Request for Proposals - Design and Installation of Plaza Shade Structure and Sign RFP 2019-10

Section 1 - Introduction and information

The Ignacio Community Library District (ICL) seeks to engage the services of a qualified firm to design and install a shade structure and digital sign at the Library's physical location of 470 Goddard Ave. Ignacio, CO.

It is the intention of ICL to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

1.1 QUESTIONS/INFORMATION/CLARIFICATION: Questions should be sent to Marcia Vining (ICL Library Director) at (970) 563-9287. To facilitate prompt receipt of questions they can be sent to Marcia Vining via email at mvining@ignaciolibrary.org

1.2 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL: The initial contract term shall commence upon final execution of the Contract by ICL and shall expire 120 days from that date.

1.3 ELIGIBILITY: To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in magnitude to those specified in the Scope of Services section of this RFP or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the services.

1.6 INSURANCE: The successful proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached contract has been received and approved by the Library Director. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Library Director.



SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

2.1 SUBMISSION AND RECEIPT OF PROPOSALS: To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. When a particular RFP requires multiple copies they may be included in a single envelope or package, properly sealed and identified.

2.1.1 All copies of the proposal must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.

2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the ICL and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the ICL.

2.2 QUALIFICATIONS STATEMENT (Applicable if box checked): Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal. [X]

The ICL reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.

2.3 PROPOSERS' COSTS: The ICL shall not be liable for any costs incurred by Proposers in responding to this RFP.

2.4 PROPOSAL ACCEPTANCE: Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the ICL for a period of 90 days from the date of RFP opening unless otherwise stated in the RFP.

2.5 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Proposer agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an

exclusive arrangement and further agrees that the ICL may, at any time, secure similar or identical services at its sole option.

2.6 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

2.7 REJECTION OF PROPOSALS: The ICL reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process. The decision of the ICL facilities committee shall be final.

2.9 LEGAL REQUIREMENTS:

2.9.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the ICL by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

2.9.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.

2.10 BACKGROUND CHECKS: The ICL reserves the right to require background checks of any personnel assigned by the successful proposer to perform services under this contract.

2.11 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

2.12 PROHIBITION OF INTEREST: No contract will be awarded to a Proposer who has ICL elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and ICL Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the ICL's Bidder's List and prohibition from engaging in any business with the ICL.

2.13 CONFLICT OF INTEREST: The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or

indirectly, in the contract.

2.13.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the ICL. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the ICL, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.14 NO CONTINGENT FEE: Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the ICL shall have the right to terminate the Contract without liability at its discretion.

2.15 PUBLIC RECORDS / CONFIDENTIAL INFORMATION: Information and materials received by ICL in connection with all Proposer's response shall be deemed to be public records subject to public inspection.

2.16 SUB-CONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the ICL, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the ICL, prior to any Contract award. The ICL reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.17 MINORITY PARTICIPATION:

Proposers are advised that the ICL promotes equal employment opportunity (EEO) and encourages the participation of minority and women business enterprises (M/WBE) as well as small business enterprises. Joint venturing at the prime and sub-consultant levels is encouraged where the joint venture results in a more qualified and/or more diverse proposer.