

Request for Proposals

The following is sought: **Reclining Chairs**

Requesting Entity: Urbana Foreign Fire Insurance Board
Contact Person: Tristan Thomas
Address: 400 S. Vine St., Urbana, IL 61801
Telephone No.: (217) 384-2420
E-Mail Address: tlthomas@urbanaillinois.us

Date of Request Posted on Board's website: 4/23/2020

The original Proposal MUST be submitted to the Requesting Entity at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 5/8/2020 Time: : 5:00 P.M. Central Time

Allowable Means for Transmitting Proposals: Hardcopy or Electronic

All Proposals submitted in response to this Request shall be irrevocable for a period of 45 days after the Proposal submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

PROPOSAL DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE: <http://www.urbanailinois.us>

The Board reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the Board's determination of its best interest.

1. DEFINITIONS:

"Board" shall mean the Urbana Fire Department's Foreign Fire Insurance Board.

"Contract" shall mean a written instrument that, once executed by the Successful Vendor and the Board, becomes legally binding and enforceable on the Board and the Successful Vendor. "Contract" shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal or a part or portions thereof.

“Equipment” shall mean the tangible apparatus, vehicle, or other goods, including all warranties and supplies, software, manuals, and material necessary to properly operate the same, which the Board seeks to acquire pursuant to this Request. If included within the Specifications, “Equipment” may include installation as part of its purchase.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the Board seeks to have performed and completed as described in this Request, including but not necessarily limited to, construction, demolition, rehabilitation, and/or installation of Equipment (separate from the purchase of such Equipment).

“Proposal” shall mean any response to this Request that is submitted to the Board, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory and/or professional services, including the work product generated as the result of the performance thereof, which the Board seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the Board to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the Board.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

2. SPECIFICATIONS:

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

3. RESPONDENT QUESTIONS:

3.1. Responsibilities of Respondent: It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

3.2. Questions: All questions pertaining to this Request must be received by the contact person identified on Page 1 of the Request at least one (1) business day prior to the deadline for submission of Proposals.

3.3. Discrepancies and Omissions: If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any

requirement or term contained in this Request, the Respondent shall notify the Board at least one (1) business day prior to the deadline for submission of the Respondent's Proposal. The Board will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Board if the information is deemed necessary by the Board for submitting Proposals. The Board will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

3.4. Addenda: If the Board deems it appropriate to issue one or more addenda to this Request, the Board shall send such addenda to all Respondents that have indicated to the Board an interest in submitting a Proposal in response to this Request by registering on the Board's website entry for this Request or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the Board. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the Board.

3.5. Contacting Board Staff and Officials: Respondents are prohibited from contacting Board staff and any elected or appointed official of the Board regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

4. GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION:

See EXHIBIT B – GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

5. PROPOSAL EVALUATION CRITERIA:

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

6. AWARD OF CONTRACT:

6.1. Proposal Guarantee: All Proposals must be guaranteed and may not be withdrawn until 45 days after the proposal submission due date.

6.2. Rejection of Proposals: If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

6.3. Price: While it is the Board's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the Board has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

7. CUSTOMER/CLIENT SERVICE:

The Board expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the Board.

8. GENERAL LEGAL MATTERS:

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

EXHIBIT A

SECTION 2 – SUMMARY AND SPECIFICATIONS

2.1. Summary: The Urbana Foreign Fire Insurance Board is seeking proposals for the construction and delivery of nineteen (19) rocker reclining chairs.

2.2. Specifications:

Each nightstand shall meet the following specifications:

1. Overall dimensions of approximately 43”h, 36”w, and 40”d
2. Seat dimensions of approximately 20”h, 22”w, and depth of 22”, 68” when fully reclined
3. Minimum weight limit of 350 pounds
4. Chair shall be designed to rock when not reclined
5. Pull tab reclining lever
6. Welded steel frame
7. Lifetime warranty on frame
8. Upholstered with top grain synthetic leather with antimicrobial properties
9. No embroidery

EXHIBIT B

SECTION 4 - GENERAL INSTRUCTIONS; PROPOSAL CONTENT; FORMAT; SUBMISSION

4. GENERAL INSTRUCTIONS:

4.1. **Due Date and Time:** No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

4.1.1. **Format:** All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request and meet or exceed the requirements as described in this Request.

4.1.2. **Guaranteed Proposals:** All Proposals must be guaranteed and the Board will not accept conditional or qualified Proposals unless provided otherwise in this Request.

4.1.3. **Completion of Forms:** All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing.

4.1.4. **Authorization to Submit Proposal:** A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by e-mail, this signature should be scanned and included with the Proposal document.

4.1.5. **Acceptance/Rejection:** The Board's decision to accept or reject any or all Proposals or portions thereof shall be final.

4.1.6. **Clarification of Proposal:** Subsequent to receipt of Proposals, the Board may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

4.1.7. **Package Proposals:** If a Respondent submits a package Proposal or a Proposal containing multiple parts, the Respondent shall include an aggregate price for all parts included in the Proposal and individual prices for each part of the Proposal.

4.1.8. **Multiple Proposals:** A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

4.2. PROPOSAL CONTENT AND FORMAT:

4.2.1. Respondent's Information: The Proposal must include:

Respondent's name, address, telephone number, e-mail address, and website (if any).

Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

4.2.2. Addressing Specifications (Exhibit A): Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the Board to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the Board's Specification.

4.2.3. Pricing Information:

4.2.3.1. The Proposal must include a price quote. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

4.2.3.2. The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

4.2.3.3. If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Proposal, if accepted, will be required, the Board requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana Board limits.

4.2.3.4. All prices must be guaranteed for a period of 45 days.

4.2.4. References: Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

4.2.5. Amendments to Request: In the event that the Board issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page

1 of this Request, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Proposals.

4.2.6. Use of Subcontractors: The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Request.

4.2.7. Qualifications: The Respondent should provide a summary of the qualifications of each person who the Respondent expects to perform the Services requested in the this Request including education, licensure, certifications, and experience with similar work.

4.3 SUBMITTING PROPOSALS:

4.3.1. Proposal Submissions by Mail, Hand-Delivery, or Courier Service: If a Proposal will be submitted by mail, hand-delivered, or by courier service, the Proposal shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Proposal opening date and time as specified on Page 1 of the Request. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Request.

4.3.2 Proposal Submissions by E-Mail: If a Proposal will be submitted by electronic mail (e-mail), the Respondent shall send to the contact person listed on Page of the Request the Proposal as a PDF attachment to an e-mail.

4.3.3 Assumption of Risk: Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The Board shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the Board's receipt of Proposals.

EXHIBIT C

SECTION 5 - EVALUATION CRITERIA

- 5.1. TREATMENT OF PROPOSALS:** Until such time as the Board has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing “proposals and bids for any contract.”
- 5.2. EVALUATION CRITERIA:** The Board will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on and but may not be limited to the following criteria.
- 5.2.1. Completeness:** Degree of completeness of the Proposal.
- 5.2.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the Board will consider the Respondent’s proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.2.3. Price:** The Board will consider the aggregate price and, if provided, component pricing included in each Proposal.
- 5.2.4. Other Criteria:** In addition to the above, the Board may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent in furniture construction as requested in this Request.
- 5.3.4.2.** To the extent the Board has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent’s cooperation in resolving such problems or disputes to the satisfaction of the Board
- 5.3.4.3.** The ability of the Respondent to provide future maintenance and service on the equipment if requested.
- 5.3.4.4.** The ability of the Respondent to provide replacement parts for the equipment sought to be purchased by the Board.
- 5.3.4.5.** The nature and coverage of the Respondent’s guarantees and warranties.

5.3. INVESTIGATIONS: The Board may undertake such investigations and other due diligence regarding Respondent and Respondent's Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the Board which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The Board reserves the right to reject any Proposal if the evidence submitted by, or investigation of such Respondent fails to satisfy the Board that Respondent is properly qualified meet the requirements contained in this Request.

5.4. DEFAULT ON OBLIGATIONS TO BOARD: No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the Board or is in breach of any agreement to which the Board is a party which breach has not been fully cured to the satisfaction of the Board.

EXHIBIT D

SECTION 8 – GENERAL LEGAL MATTERS

- 8.1. RIGHTS TO PROPOSALS AND SUPPORTING MATERIALS:** All Proposals and related information provided by Respondents shall become the property of the Board when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the Board of the Respondent's intellectual property rights.
- 8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:**
- 8.2.1. Application of Freedom of Information Act After Award:** Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.
- 8.2.2. Confidential Information:** A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the Board's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the Board to establish the confidentiality of the information labeled as such since the Board will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede the Board's legal obligations under FOIA.
- 8.2.3. Confidential Proposals:** The Board will neither accept nor consider any Proposal which indicates that it should be treated confidential, proprietary or trade secret in its entirety.
- 8.2.4. Submission of Confidential Information:** If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.
- 8.2.5. Costs of Claiming Confidentiality:** Each Respondent shall be responsible for any costs which the Board incurs in defending a request for Proposal information which

the Respondent has marked as “CONFIDENTIAL INFORMATION.” In the event that the Board receives a FOIA request which seeks disclosure of that portion of a Proposal which contains information designated as confidential and the Respondent requests the Board to withhold that information from disclosure, the Respondent shall cooperate with the Board to the degree necessary for the Board to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.

8.2.6. Intellectual Property Rights of Others: By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

8.3. COSTS OF SUBMITTING PROPOSAL: The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Proposal.

8.4. LAWFULNESS OF SUBMISSION OF PROPOSAL: By submitting his/her Proposal, the Respondent represents and warrants that the Respondent –

8.4.1. No Bid Rigging: Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

8.4.2. No Federal or State Violations: Has not violated any state or federal law governing the subject of the that which is sought by the Request.

8.4.3. Direct Interest in Contract: Is the only person that will have a direct interest in the Contract, if any is awarded.

8.4.4. No Bribery: Has not made any effort to coerce or bribe any Board elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the Board with the Specifications used in this solicitation document.

8.5. TAXES; AUTHORIZATIONS:

8.5.1. Board Tax Exemption: By law, the Board is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The Board's tax-exempt number will be furnished upon the Successful Respondent’s request.

8.5.2. Authorizations: Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the Board with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the Board. The Successful Respondent shall comply with all

requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

- 8.6. USE OF BOARD'S NAME:** No Respondent, including the Successful Respondent, if any, shall use the Board's name or logo in any form of advertising without the Board's prior written permission.
- 8.7. CONTRACT DOCUMENTS:** The Successful Respondent shall be required to enter into a Contract with the Board.
- 8.7.1. Successful Respondent Supplied Contract:** If a Respondent, if selected as the Successful Respondent, expects the Board to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Proposal. Nothing herein shall require the Board to accept the terms of such agreement form.
- 8.7.2. Board-Supplied Contract Form:** If a Respondent, if selected as the Successful Respondent, does not intend to ask the Board to use his/her agreement form, the Board shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the Board's Request and Successful Respondent's Proposal to which the Board and Successful Respondent agree.
- 8.7.3. Final Contract Terms:** Regardless of whether the Successful Respondent's or the Board's agreement form is to be used, where appropriate, the Successful Respondent and the Board will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the Board and the Successful Respondent shall contain the following:
- 8.8. Price Quote:** The Successful Respondent's price quoted as contained in his/her Proposal or as further negotiated by and between the Respondent and the Board which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.
- 8.9. Delivery:** Delivery of equipment, supplies and/or materials shall be made to the Project site during normal working hours.
- 8.10. Payment:** Terms of payment by the Board to the Successful Respondent.
- 8.11. Specifications:** The Specifications provided for in this Request as may be modified by agreement between the Board and the Successful Respondent.
- 8.12. Default and Cure:** Terms covering the Successful Respondent's or the Board's default, if any, with rights to cure such default.
- 8.13. Representation of Authority:** If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the

person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract

- 8.14. Costs of Negotiation:** The Board and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.15. Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the Board in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.
- 8.16. Warranties:** Any warranties which were submitted by the Respondent along with his/her Proposal including any modifications thereof agreed to by the Board and the Successful Respondent.
- 8.17. Service/Maintenance:** If the Successful Respondent and the Board agree as to any ongoing service or maintenance agreement, the terms of such agreement.
- 8.18. Insurance Requirements:** The Board will specify the minimum insurance coverages required to be in place, with the Board named as an additional insured, where appropriate.
- 8.19. Termination of Contract:** Means of terminating the Contract by the Board or the Successful Bidder and the non-terminating party's rights and remedies.
- 8.20. Governing Law:** The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initialed and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign, County Illinois or, if applicable, the United States District Court for the Central District of Illinois.
- 8.21. Additional Terms:** Such other terms, if any, as the Board and the Successful Respondent shall agree.
- 8.22. Termination of Solicitation Process/No Rights Created:** The Board reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the Board. Nothing herein shall be deemed to create any right or interest in any arrangement between the Board and any Respondent unless and until the Board and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the Board to accept a Proposal based solely on lowest price.
- 8.23. Prevailing Wage Act/ Davis-Bacon Act:**
- 8.23.1. Prevailing Wage Act:** Any Contract entered into between the Successful Respondent and the Board will be subject to the Illinois Prevailing Wage Act (820

ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the Board has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Proposal. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.

8.23.2. Davis-Bacon Act: To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.