

PUBLIC NOTICE: REQUEST FOR PROPOSALS

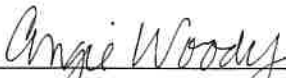
MARY L. COOK PUBLIC LIBRARY GENERATOR SYSTEM PROJECT

Sealed proposals will be received by the Library Director for the Mary L. Cook Public Library, 381 Old Stage Road, Waynesville, Ohio 45068, until 5:00 p.m. on July 19, 2022, for the Mary L. Cook Public Library Generator System Project.

Proposal documents are available online at the Mary L. Cook Library website at <https://www.mlcook.lib.oh.us/>. Questions regarding the proposal documents and technical specifications should be directed to Kelly Maloney, Library Director, 513-897-4826 or via email at maloneke@marylcook.com. Each proposal shall contain the full name of each person or company submitting the proposal and be accompanied by a bid bond for the full amount of the proposal or a certified check in the amount equal to ten percent (10%) of the proposal.

This notice is posted on the Mary L. Cook Library website, which can be accessed at <https://www.mlcook.lib.oh.us/>. To access project information, under the "My MLCPL" heading, click the "Library Information" tab, then click on the "Bid Projects" tab and choose the project you wish to obtain information about. Please contact the Mary L. Cook Library at 513-897-4826 if you have trouble with this procedure or if you need additional information on accessing bid project information from our website. Please be aware that if you are downloading this document to bid this project, addendums to the scope may be issued prior to the bid date. To stay updated on any change, please email Kelly Maloney, Library Director, contact information above, with your contact information.

The Board of Library Trustees of the Mary L. Cook Public Library reserves the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.



Fiscal Officer, Mary L. Cook Public Library

REQUEST FOR PROPOSALS

MARY L. COOK LIBRARY GENERATOR SYSTEM

**BOARD OF LIBRARY TRUSTEES
MARY L. COOK PUBLIC LIBRARY
381 OLD STAGE ROAD
WAYNESVILLE, OHIO 45068**

INTRODUCTION AND RFP SCHEDULE

The Board of Library Trustees for the Mary L. Cook Public Library (“Owner”) seeks proposals for turnkey installation of a natural gas fueled automatic back-up generator system at the Mary L. Cook Public Library, 381 Old Stage Road, Waynesville, Ohio, to provide full back-up power to the facility in the event of a power outage.

Please direct all communications regarding this RFP process to:

Kelly Maloney
Library Director
Mary L. Cook Public Library
381 Old Stage Road
Waynesville, Ohio 45068
Telephone: (513) 897-4826
Email: maloneke@marylcook.com

The anticipated RFP schedule for this project is as follows:

| | |
|---|---------------------------------------|
| Issue RFP | June 21, 2022 |
| Proposers notify Owner of intent to attend pre-proposal meeting and site visit on July 12, 2022 | 5:00 p.m. EST on July 12, 2022 |
| Pre-Proposal site visit | By appointment |
| Final RFP addendum issued (if applicable) | July 15, 2022 |
| Due Date for Proposals | 5:00 p.m. EST on July 19, 2022 |
| Contractor is selected and Contract awarded | Anticipated by August 16, 2022 |
| Notice to Proceed Issued | Anticipated by August 26, 2022 |

PRE-PROPOSAL SITE VISIT

The Owner shall conduct a non-mandatory site visit by appointment. A site visit is available upon request, if desired. The date and location of the site visit is to be scheduled with Kelly Maloney, Library Director (maloneke@marylcook.com). The intent of the site visit is to review the project location, survey the site conditions, and determine technical requirements for the scope of work outlined in this RFP for installation of the generator system prior to submitting a proposal.

ADDENDA & INTERPRETATIONS

Questions regarding the information contained in this RFP shall be emailed to Kelly Maloney, Library Director (maloneke@marylcook.com). To be given consideration, questions must be received at least seven days prior to the proposal submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the RFP, which if issued, will be posted on the Mary L. Cook Public Library website on the Bid Projects page, no later than July 15, 2022. Failure to receive any such addenda or interpretations shall not relieve the proposer from any obligations under the proposal submitted.

PROJECT SCOPE

Provide turnkey installation of a natural gas fueled automatic generator system to provide full back-up power to the library building in the event of a power outage for the purposes of preservation of materials, flood prevention, and keeping all systems operational, to include heating and cooling of the building. The building does not have an existing generator.

SCOPE OF WORK

1. Install a natural gas fueled automatic generator, to provide full back-up power to the library building (approximately 23,000 square feet), to include power to keep all systems operational, including heating and cooling in the building;
2. Install automatic transfer switch at appropriate location in the building, tied to existing electrical circuits/ CT;
3. Excavate for the necessary PVS electrical conduits and natural gas line, as necessary. Backfill and smooth excavated areas upon completion.
4. Form and pour any required concrete slab for mounting and positioning of generator;
5. Install natural gas piping as necessary from source to new generator;
6. Install a sound dampening enclosure around the unit;
7. Perform load testing after completion of installation;

8. Train facility staff on use and care of the unit;
9. All permits and fees are the responsibility of the Contractor;
10. Any electrical shutdown necessary for the installation of the system must be done during non-business hours. The library is open Monday through Thursday, 9:00 a.m. – 7:00 p.m.; Friday, 9:00 a.m. – 5:00 p.m.; and Saturday, 10:00 a.m. – 2:00 p.m.
11. Any electrical shutdown must be coordinated with AES Ohio and building staff.
12. Additional tasks may be identified and included in the Contractor's proposal as supplemental services for consideration by the Library.
13. Site visits to determine additional requirements and specifications prior to bid submission can be scheduled during business hours by emailing Kelly Maloney at maloneke@marylcook.com.

PROPOSAL SUBMISSION

The proposals submitted in response to this RFP are due by July 19, 2022, 5:00 p.m., Eastern Standard Time, via electronic mail to:

Kelly Maloney
Library Director
maloneke@marylcook.com

All proposals shall be submitted electronically via email to the contact listed above. Proposals received after the scheduled date and time for submittal will not be considered. All supporting materials and documentation must be included with the proposal.

Any proposal may be withdrawn by the proposer prior to the above scheduled submittal time or authorized postponement thereof.

PROPOSAL CONTENTS

Proposers are required to submit the following information in their proposals:

- **Letter of Transmittal.** The proposer shall provide a transmittal letter with authorizing signature for the proposal. The letter must briefly summarize the vendor's ability and willingness to perform the services required by the RFP. The letter must be on the form provided in Exhibit A.
- **Company Profile and Background.** Provide the following information:

- ✓ **Location** – The street address of the proposer’s company headquarters.
 - ✓ **Local Office** – Provide the location of the proposer’s office nearest to Waynesville, Ohio. Include the local office, a contact name, address, telephone number, and email address.
 - ✓ **Company’s Primary Business** – State the proposer’s primary business, the number of years in the proposer’s industry, and the number of employees assigned to these related activities.
 - ✓ **Legal Organization** – State the legal organization of proposer’s company: sole proprietorship, partnership, corporation, LLC, etc.
 - ✓ **Current Litigation** – Please list any and all lawsuits in which the proposer’s company is named in any capacity.
- **Key Personnel Information.** Provide the name, title, mailing address, telephone number, and email address of the persons who will function as the Library’s primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project.
 - **Proposal Response.** Provide a detailed description of the proposed system based on the requirements and specifications described herein.
 - **Implied Requirements.** All products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the proposer shall be included in the proposal.
 - **Warranty.** Provide a warranty description and claim process.
 - **Pricing.** Provide description of all service fees, with a breakdown of any line items and including a unit or lump sum price for the project.
 - **Timeline.** Provide the anticipated lead time between issuance of a purchase order and product installation, along with estimated duration of the installation.
 - **References.** Provide a list of at least three references for similar projects.
 - **Insurance.** Provide documentation of compliance with insurance requirements.

EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

| Evaluation Criteria | | |
|----------------------------|---|-----------------------------|
| Item | Description | Percentage of Weight |
| 1 | Previous experience, including similar projects | 30% |
| 2 | Schedule and Fee | 30% |
| 3 | Technical approach/ Key personnel/ Project team | 30% |
| 4 | Quality, features, and warranties for labor and materials | 10% |
| | Total | 100% |

The Owner may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, services, or functions, and the proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any and all proposals, to waive any irregularities in a proposal, or to accept the proposal(s) which in the judgment of the Board of Library Trustees is in the best interest of the Library. The Library reserves the right to accept a part or parts of a proposal unless otherwise restricted in the RFP or issue subsequent Requests for Proposals. The Library reserves the right to approve or reject any subcontractors proposed for work under this proposal or waive any minor irregularities.

The Library may conduct discussions with proposers for the purpose of clarifications or corrections regarding bids to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

Proposers will be ranked based on the criteria listed in this RFP, with the proposer receiving the most points being ranked first, and so forth. The Owner will attempt to negotiate a contract with the highest ranked proposer. If the Owner and the highest ranked proposer fail to enter into a contract, the Owner shall attempt to negotiate a contract with the next highest ranked proposer, and so forth until a contract is awarded or until the Owner terminates negotiations, at the direction of the Board of Library Trustees.

PRICE PROPOSAL GUARANTEE

All proposers agree that their price proposal is valid for a minimum of one year after the contract execution. The Library will negotiate with the proposer whose submittal is the most advantageous to the Library based upon the Library's review of all proposals and the evaluation criteria. Proposers are strongly encouraged to submit the most competitive bid possible up front.

TERMS AND CONDITIONS

- **Incurred Costs** – Those submitting proposals do so entirely at their expense. There is no express or implied obligation by the Owner to reimburse any individual or firm for any costs incurred in preparing or submitting bids, for providing additional information when requested by the Owner, or for participating in any selection interviews, negotiations, or discovery.
- **Assignment** – The proposer may not reassign, transfer, convey, sublet, or otherwise dispose of any award made as the result of this RFP without prior written consent from the Board of Library Trustees of the Mary L. Cook Public Library.
- **Indemnification** – The selected Contractor shall agree to indemnify and hold harmless the Owner, its officers, and employees from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage which arises out of the performance of the contract, if such injury, loss, or damage is due to the negligence of the respondent, any subcontractor of the respondent, or any officer, employee, or agent of the respondent.
- **Controlling Law** – This RFP and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Ohio.
- **Tax Exemption** – The Mary L. Cook Public Library is exempt from payment of Federal Excise Tax, Transportation Tax, and Ohio State Tax. Prices shall not include these items.
- **Obligations of the Proposer** – The failure of any respondent to examine any RFP requirement shall in no way relieve the respondent of any obligation or condition of the contract documents.
- **Ownership of Information** – All information pertaining to records, property, financial, or other information acquired under the scope of the contract shall be strictly confidential and shall be considered works for hire and become property of the Owner. Any such works will not be stamped with the respondent's proprietary marking. The respondent shall return all information to the Owner upon termination and/or request and shall not utilize any of the information for purposes outside the scope of this contract or without express consent of the Owner.
- **Insurance** – Contractor must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the Owner with evidence of insurance. Insurance in the following types and amounts is required:

- ✓ Workers' Compensation Insurance covering all liability of the Contractor arising under the Workers' Compensation Act and Workers' Occupational Disease Act.
- ✓ Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors
 - Products/Completed Operations, Personal Injury and Contractual Liability

- **Security for Performance.** The Contractor, at its own expense, will be required to provide and maintain a performance bond and a payment bond in the forms provided under the Ohio Revised Code. The bonding company shall have an A.M. Best rating of "A" or above.

- **Public Record Requests** – In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Ohio Revised Code shall not be available until after award of the contract.

[End of RFP]

EXHIBIT A – TRANSMITTAL LETTER AND ATTACHMENTS (Proposal forms)

MARY L. COOK PUBLIC LIBRARY

GENERATOR SYSTEM PROJECT

TRANSMITTAL LETTER
(To be typed on Respondent's Letterhead)

[Date]

Board of Trustees of the Mary L. Cook Public Library
381 Old Stage Road
Waynesville, Ohio 45068

Attn: Kelly Maloney, Director.

Re: Proposal for the Mary L. Cook Public Library Generator System Project

_____ (the "Respondent") hereby submits its proposal in response to the Request for Proposals ("RFP") for the Mary L. Cook Public Library Generator System Project issued by the Board of Trustees of the Mary L. Cook Public Library (the "Library").

As a duly authorized representative of the Respondent, I hereby certify, represent and warrant as follows in connection with the proposal:

The Respondent acknowledges receipt of the RFP and the following addenda:

| No. | Date |
|-----|------|
|-----|------|

The submittal of the proposal has been duly authorized by, and in all respects is binding upon, the Respondent. The Certificate of Authorization submitted as Attachment 1 to this Transmittal Letter evidences my authority to submit the proposal and bind the Respondent.

The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the RFP.

The key personnel that will be members of the Respondent's Project team include as follows (describe role for each member):

All information and statements contained in the proposal are current, correct and complete, and are made with full knowledge that the Library will rely on such information and statements in evaluating the proposals.

The proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.

The Respondent will comply with any applicable state and federal equal opportunity and affirmative action requirements associated with the funding of this Project.

Neither the Respondent, nor the Guarantor is currently suspended or debarred from doing business with any governmental entity.

No person or selling agency has been employed or retained to solicit the award of the Contract under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Respondent.

The Respondent's contact person who will serve as the interface between the Library and the Respondent is:

Name:

Title:

Address:

Phone:

Fax:

Email:

Name of Respondent

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____

County of _____

On this _____ day of _____, 2022, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the state of _____

(SEAL)

(Name printed)
Residing at
My commission expires

CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____ DO HEREBY CERTIFY that I am the Clerk/Secretary of _____ a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Statement of Qualifications submitted by the corporation in response to the Request for Qualifications for the Mary L. Cook Public Library Generator System Project, issued by the Board of Trustees of the Mary L. Cook Public Library and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____ 2022.

(Affix Seal Here)

Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the proposal. Modify this certificate for use by other than a corporation or corporations.

PROJECT TEAM MEMBER LIST

Name of Project team (if any): _____

Names and roles of Proposer, Guarantor, and all other Project team members identified to date:

NAME

ROLE

LICENSES AND CERTIFICATES

Provide copies of the appropriate Ohio licenses and certificates, pursuant to the RFP.

PROPOSAL BOND

BOND NUMBER:

DATE: (Not later than Proposal due date):

PENAL SUM: 10% of Proposer's Preliminary Services Price Proposal

The Penal Sum above shall be for ten per cent of Proposer's Preliminary Services Price Proposal as provided to the Board. Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officer, agent, or representative. Surety certifies that it has reviewed Proposer's Preliminary Services Price Proposal, the Preliminary Services Agreement, the Design-Build Contract, and Proposer's proposals.

PROPOSER

SURETY

_____(Seal)
Proposer's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Notes: (1) Above addresses are to be used for giving required notice.

1.01 Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the Owner upon default of Proposer, the difference between the Proposer's Preliminary Services Price Proposal and that of the next Proposer determined to be the best value, or for a penal sum not to exceed ten per cent of the Proposer's Preliminary Services Price Proposal, whichever is less. If the Proposer defaults or otherwise fails to enter into a contract and the Owner does not award a contract but elects to use an alternative procurement method, the Proposer failing to enter into the contract and the surety on the Proposer's bond, are liable to the Owner for a penal sum not to exceed ten per cent of the amount of the Preliminary Services Price Proposal or all costs in connection with implementing and completing the new procurement method, whichever is less.

2.01 Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Request for Proposals (or any extension thereof agreed to in writing by the Owner) the executed contract, Guaranty Agreement, and any performance and payment Bonds required by the contract.

3.01 This obligation shall be null and void if:

A. The Owner accepts the Proposal and Proposer delivers within the time required by the Request for Proposals (or any extension thereof agreed to in writing by the Owner) the executed contract, Guaranty Agreement, and any performance and payment Bonds required by the Contract, or

B. All Proposals are rejected by the Owner, or

C. The Owner fails to award a contract to the selected Proposer within 60 days of the time specified in the Request for Proposals as the date of Contract Award (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by paragraph 5.01 hereof) except the obligation shall remain valid if Proposer refuses to enter into a contract with Owner.

4.01 Payment under this Bond will be due and payable upon default by Proposer and within 30 calendar days after receipt by Proposer and Surety of written notice of default from the Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to Contract Award agreed to in writing by the Owner and Proposer, provided that the total time for issuing Contract Award including extensions shall not in the aggregate exceed 120 days from Proposal due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Proposer and Surety and in no case later than one year after Proposal due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and County in which the Project is located. The Surety hereby waives any right that it may have to remove any action under the Bond for Federal court.

8.01 Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Proposal" as used herein includes an offer or proposal as applicable.

++ END OF PROPOSAL BOND