

Tender 2010-02

**STEEL CANTILEVER SHELVING
NORTHEAST BRANCH LIBRARY**

London Public Library Board
251 Dundas Street
London, Ontario, N6A 6H9
www.londonpubliclibrary.ca

Issued August 6, 2010

Anyone requesting this document and wishing to submit a response should ensure that he/she has registered with the Library in order to be added to the TENDER Vendor mailing list and be sent any addenda that may be issued with respect to this document to **NEShelving@lpl.london.on.ca**

Closing Date and Time: **August 18, 2010 noon**



PROJECT PROFILE

1.1 PURPOSE

The London Public Library (LPL) is seeking bid for the supply, delivery and installation of steel cantilever shelving for the NE Branch Library.

1.2 BACKGROUND

The NE Branch is a new library facility located as part of a multi-purpose complex of Community Centre, YMCA and Library, in north London, near the corner of Sunningdale and Adelaide. It is scheduled to be open in late fall, 2010.

1.3 SCOPE OF WORK

To supply, deliver and install steel cantilever shelving in public areas and staff work area as per the attached spreadsheet. See Appendix B.

Some materials (identified on the spreadsheet) to be supplied by the Library for installation by the successful bidder

1.4 SHELVING SPECIFICATIONS

Required quantities of steel cantilever shelving and accessories are listed in Appendix B. A floor plan of the layout and tags are found in Appendix A.

All metal shelving is to be:

- Montel Aetnastak or approved equivalent. Samples of materials must be submitted for approval prior to fabrication.
- Colour: Montel "Parchment" or approved equivalent.
- Wood end panels are to be constructed from 1" thick 11 ply solid core, veneered two sides grade "A", natural maple. Vertical, top and bottom edges are to be banded with ¼

“external hardwood edging, edges to be eased.

- Wood tops (for units 48” or lower) are to be constructed from 1” thick 11 ply solid core, veneered bottom side grade “A” plywood, top side with plastic laminate “Formica” quality or better (6902-58 Grenadine). Edges are to be banded with ¼” hardwood edging finished in Palmieri Furniture “Delicato” style, or approved equivalent.
- Samples of wood end panels be sent with bid form and MUST match natural maple used in the general construction of the Library.

1.5 EQUIVALENTS

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the sole purpose of establishing a grade or quality of material only, unless specified otherwise. Since the LPL does not wish to rule out other competition and equal grades, or makes, the phrase “or Approved Equivalent” is added.

If a product other than the product specified is presented, it is the Bidder’s responsibility to name such product within the submission and to prove to the LPL that said produce is equal to the specifications and to submit brochures, samples, and/or specification in detail on item(s) in the submission. LPL shall be the judge concerning the merits and approval of equivalents submitted.

1.6 ALTERNATE PRICING

The entire building is being designed and constructed to meet LEEDS gold standard if possible. Bidders should identify an alternate price as indicated on the Bid Form for supplying of FSC and UF-free wood products for Library shelving.

1.5 SCHEDULE OF WORK

The Bidder hereby affirms and states that, if awarded the contract for said work, the successful bidder will commence the work in late fall 2010, no earlier than the date of substantial completion and will be completed within two weeks of that date.

FINAL SCHEDULES WILL BE DETERMINED BY LPL IN CONSULTATION WITH THE SUCCESSFUL BIDDER.

1.6 WARRANTIES

All manufacturers' warranties are to be **CLEARLY** and **SPECIFICALLY STATED** for all products, including all **EXCLUSIONS** and **EXCEPTIONS**.

Warranties will begin on the date that equipment is operational, after inspection and sign off by authorized LPL representative, in the location for which it has been purchased.

1.7 COMPANY PROFILE

Provide information on the following:

- a) legal name of the lead firm, its office location, telephone number(s) and a brief history of the firm, including evidence of financial stability and viability;
- b) Identification of the principals of the lead firm who will be directly involved with the supplying of the product, including the main contact person or persons for the delivery of equipment and the ongoing maintenance contract.

1.8 PROOF OF BIDDER'S ABILITY

No response shall be considered unless the Bidder is known to be skilled and regularly engaged in the supplying of products and associated work of a character similar to that covered by this TENDER.

Provide information on the following:

- a) The Bidder's performance record, listing work of a similar size and scope and giving the name of the client, date services and contract costs.
- b) Such additional information as will satisfy LPL that the Bidder is

adequately prepared to fulfill LPL's requirements.

BIDDERS NOT SUPPLYING THE REQUESTED INFORMATION MAY BE DISQUALIFIED.

1.9 BIDDER'S SUPPLIERS

- a) If a bidder intends to submit a joint response, the names of firms or individuals must be stated and the division of work/supplying of the products between them must be described in detail. Only one entity in such a joint arrangement shall be the Prime Bidder and that entity shall negotiate and execute any contract and take full responsibility for the project and ongoing performance obligations.
- b) The Bidder shall not assign the contract or any portion thereof without prior written consent of LPL.

1.10 REFERENCES

Bidders must provide a minimum of three current references where they have successfully supplied, delivered, and maintained WAN services and equipment similar to the proposed. The reference must contain the following:

- brief description of equipment supplied
- agency name
- address
- contact person and telephone number
- dollar value of equipment

1.11 ACCEPTANCE AND/OR REJECTION OF RESPONSES

In submitting this Response, the Bidder recognizes and accepts the right of the LPL to accept any response which is deemed to be the most advantageous to the LPL, at the price submitted, or to reject any or all Responses. It is the intent to select one Bidder.

BID FORM

2.1 BID FORM

ALL PARTS OF **APPENDIX C** along with information requested in section 1 MUST BE COMPLETED AND SUBMITTED TO COMPRISE A COMPLETE RESPONSE.

SUBMISSION REQUIREMENTS

3.1 GENERAL

- a) Submission of a bid indicates acceptance by the bidder of all of the conditions contained in this tender unless clearly and specifically noted in the bid submitted and confirmed in the formal contract between LPL and the Successful Bidder. Submissions are subject to a formal contract being negotiated, prepared and executed. LPL reserves the right to negotiate the terms and conditions of the contract.
- b) Bids shall be prepared in accordance with the "Bid Form" supplied herein, and shall be returned in a sealed self-addressed envelope. Submissions not completed in the prescribed manner will be considered invalid.
- c) Care should be exercised in reading and completing all documents, as failure to comply with the instructions, terms, conditions and specifications may disqualify submissions.
- d) Submissions that are illegible, incomplete, unbalanced, conditional, obscure or contain irregularities of any kind may be rejected.

3.2 CLOSING TIME AND DATES

Bidders are required to submit 2 (two) signed copies and 1 (one) electronic file copy in Word/Excel of the response, including all parts of Section 2 of this TENDER in a sealed envelope identified as **TENDER 2010-02 NE SHELVING on August 18 2010 12:00 p.m.**

Bids must be delivered to:

Chief Executive Officer
London Public Library
3rd Floor Administration Office
251 Dundas Street
London, ON N6A 6H9

Closing time will be governed by the wall clock in the Executive Offices of the London Public Library.

3.3 LATE SUBMISSIONS

Bidders are responsible for the delivery of their bid. Bids received later than the specified time will be returned to the Bidder unopened.

3.4 QUESTIONS/INQUIRIES

Any inquiries and clarifications associated with this project by the Bidder considering a submission should be made by e-mail to NEShelving@lpl.london.on.ca or by facsimile (519) 663-5396, titled TENDER 2010-02, **NE SHELIVING**.

- a) Inquiries **must not** be directed to library or city employees or elected officials, or members of the Library Board. **Directing inquiries to other than the person indicated above may result in your submission being rejected.**
- b) No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.
- c) Any and all changes to the tender required before the closing will be issued by the LPL, in the form of a written Addendum, posted on the Library's website. If Addenda are issued, their receipt must be acknowledged by the Bidders in the appropriate section of the Form of Bid. LPL will assume no responsibility for oral instructions or suggestions. Please fax or e-mail confirmation of addenda. **Failure to acknowledge addenda may result in the bid being rejected.**
- d) No inquiries or questions will be accepted after **August 12, 2010**.

3.5 PERIOD OF ACCEPTANCE

The terms and conditions of the bid submission are irrevocable and shall remain firm and open for acceptance by LPL for a period of forty-five days (45) days after the closing of the tender.

Acceptance will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions as set out by LPL. The acceptance or rejection of any bid will be made pursuant to policies of LPL.

All unsuccessful Bidders will be notified that their bid has not been

accepted.

3.6 RIGHTS RESERVED

- a) LPL is not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews. Furthermore, LPL shall not be responsible for any liabilities, cost, express, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by LPL of any response, or by reason of any delay in the acceptance of the response.
- b) The lowest submission will not necessarily be accepted if it does not meet the requirements of the tender. LPL reserves the right to accept or reject any or all responses and/or to reissue the tender in its original or revised form.
- c) LPL reserves the right to request Bidders to:
 - provide additional information
 - address specific requirements not accurately covered in their initial submissions
 - provide sample of equipment on request.
- d) LPL reserves the right to modify any and all requirements stated in the tender at any time prior to the possible awarding of a contract.
- e) In the event of any disagreement between LPL and Bidder regarding the interpretation of the provisions of the tender, the Chief Executive Officer or an individual acting in that capacity, shall make the final determination as to interpretation.
- f) The LPL may, in its absolute discretion, reject a bid submission by a Bidder if the Bidder, or any officer or director of the Bidder is or has been engaged, directly or indirectly through another corporation in a legal action against the LPL, its appointed officers and employees in relation to any other contract or service or any matter arising from the LPL's exercise of its power, duties or functions. In determining whether or not to reject a bid under this clause the LPL will consider whether the legal action is likely to effect the Bidder's ability to work with the LPL, its consultants and representatives and whether the LPL's experience with the Bidder indicates that the LPL is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.
- g) All information provided by a Bidder in response to this tender must contain sufficient detail to support the services being proposed. Incomplete submissions may not be considered.

- h) Prices shall include all components, connectors and appurtenances necessary. In the event that any part or material has been omitted on the price sheet(s) it will be the responsibility of the Bidder(s) to provide any such part or material to complete the execution of this work at no extra cost to LPL.

3.7 TREATMENT OF INFORMATION

The information submitted in response to this tender will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act. The information collected will be used solely for the purposes stated in this tender. The bidder does, by the submission of a response, accept that the information contained in it will be treated in accordance with the process set out in the section of this tender.

All bid documents are the property of the London Public Library Board. Extracts of bids may be used as part of a recommendation. Bidders should indicate which parts of their bid, if any, are exempt from disclosure under the Municipal Freedom of Information and Protection of Privacy Act, 1989.

3.8 PRICING

Pricing will not be disclosed at time of opening. The successful bidder shall be a matter of public record, posted on the Library's website.

3.9 DELIVERY

- a) All deliveries must be accompanied by an itemized list of equipment for each item being delivered, which includes: manufacturer, model number, and serial number.
- b) Authorized LPL representative and Successful Bidder delivery personnel must sign off on delivery.
- c) Delivery is to be coordinated by staff based upon the detailed delivery schedule, established, with consultation with the Successful Bidder by LPL.

3.10 REQUIREMENTS AT TIME OF EXECUTION

Subject to award of the contract by LPL, the Successful Bidder is required to submit Insurance documentation in a form satisfactory to LPL for execution within seven (7) working days after being notified to do so in writing.

3.11 INSURANCE

The Successful Bidder shall at his/her own expense obtains and maintain until the termination of the contract, and provide evidence of:

- a) Comprehensive General Liability Insurance on an occurrence basis for an amount not less than Two Million (\$2,000,000) dollars and shall include LPL as an additional insured with respect to the Vendor(s) operations, acts and omissions relating to its obligations under this agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owner(s) and contractor(s) protective products and completed operations, contingent employer's liability, cross liability and severability of interest clauses.
- b) Successful Bidder shall show and provide proof of WSIB certificate prior to starting work.
- c) Automobile Liability Insurance for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this agreement.
- d) The Successful Bidder shall indemnify and hold LPL harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by the Vendor, its/agents, officers, employees or other person for whom the Vendor is legally responsible.
- e) The Successful Bidder shall pay for and maintain, for the duration of the delivery, insurance against public liability and damage to property embodying a limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence in each case, and Cargo Liability Insurance limited to not less than One Hundred Thousand Dollars (\$100,000.00) per vehicle load. In the event that the value of a vehicle load exceeds \$100,000.00, a higher coverage is to be specifically arranged (if necessary).

- f) The Successful Bidder shall be fully liable for loss, damage or injury (including death) to persons or property including property of LPL in the possession of the Successful Bidder, which may arise from the Successful Bidder's operation under the Contract. The Successful Bidder shall maintain and pay for a policy or policies of Insurance which shall have the limits specified above. Certified copies of this policy or policies shall be filed with LPL before the commencement of the work.
- g) The Successful Bidder shall be responsible for fire insurance, for the full value of the contract, on his/her own offices and warehouses during the storage periods.
- h) The Successful Bidder shall ensure that any couriers or delivery agencies, handling materials identified in this TENDER, shall meet the requirements outlined in 3.11(a) through (f) when delivering equipment or when working on library property.

3.12 TERMINATION OF CONTRACT

- a) In the event that the Successful Bidder, in the opinion of LPL, fails to perform the services in accordance with the terms and conditions, instruction and general provision, as stated herein, LPL reserves the right to terminate the contract, with thirty (30) days written notice without penalty and contract for the services with an alternate Vendor, or call for new bids.
- b) LPL further reserves the right to cancel the contract should it encounter an insurmountable hurdle at some point in its course. The London Public Library Board shall be the sole arbitrator of whether the contract has encountered such a hurdle.

INSTRUCTIONS TO BIDDERS

4.1 GENERAL

Bidders must use the enclosed "Bid Form" in Appendix C. The proposed price shall include the cost of all materials, labor, equipment, insurance, and all other charges, including overheads, administrative costs and profit.

- a) The total price quoted shall be construed as covering all goods and work necessary for a completely satisfactory delivery to the London Public Library.
- b) Prior to the awarding of Contract, the Successful Bidder will undertake to fully inform him or herself of all existing

- conditions and limitations pertaining to the work of the Contract.
- c) The Successful Bidder shall comply with all by-laws, ordinances and regulations of all public authorities having jurisdiction.
 - d) The Successful Bidder shall observe and fulfill the provisions and requirements of all orders-in-council, by-laws, rules and regulations requisite or necessary in the performance of the Contract and shall be held responsible for any violation of same.
 - e) The specifications are intended to describe and provide for the equipment to be delivered ready for use for the purpose for which it is intended. Any component(s) not listed in the Specification Section but required to fully complete the work contracted must be included in the bid.
 - f) The Successful Bidder shall take all necessary precautions to ensure the continuous safety of the delivery personnel LPL and general public at large on LPL's property.
 - g) In no event shall the Successful Bidder pay wages less than the hourly wage required by Law or in any other manner permit working conditions or other terms of employment below the standards required by Law. Non-union labour is acceptable.
 - h) The Successful Bidder shall comply with and keep in good standing under the provisions of the Workplace Safety and Insurance Act, it being understood that the LPL shall have the right to cancel this Contract at any time without notice should the Bidder not be in good standing as required above. The LPL shall be entitled to hold all moneys payable to the Successful Bidder until all assessments and compensation due from the Successful Bidder are fully paid and satisfied. The Successful Bidder shall, on demand, produce evidence sufficient to satisfy the LPL that the provisions of the Act are being met.
 - i) The Successful Bidder must be in business under the registered name of the business for more than five years.
 - j) The Successful Bidder shall comply with all regulations made under the Occupational Health and Safety Act. The Successful Bidder shall ensure that its workers, including those of its subcontractors, are equipped with all safeguards and personal protective equipment necessary for the performance of the work.
 - k) The Successful Bidder is to supply sufficient manpower to load and unload the items expeditiously. The work to be done under the terms of this Contract requires the supply of all necessary labour, material, equipment and supervision to deliver the equipment.

- l) The Successful Bidder shall leave each area in a clean condition.
- m) The Successful Bidder shall not erect or permit the erection of any sign or advertising at the site of the work.
- n) The Successful Bidder shall also make good any defect discovered or caused in goods supplied by him for the length of the stated guarantee provided by the Successful Bidder after the goods have been paid for by the LPL

4. HANDLING AND CHARGES

The Bidder shall include in the submission and pay all costs for all handling, cartage, freight and duties required for the completion of delivery.

Handling, cartage and freight shall include all methods of moving the materials and equipment from the point of fabrication to the point of delivery at the job site. Requests for extra payment to provide these services will not be considered by the LPL.

4.3 TAXES

The Bidder shall include in the submission all relevant taxes.

4.4 PROTECTION/DAMAGES

- a) Any equipment shall be protected during procurement and delivery to the specified location on each site. LPL will undertake to inspect and sign-off on all equipment received under the contract within a reasonable time period after delivery.
- b) If in this inspection any damage be noted from any cause, the same shall be made good by the Successful Bidder to the full satisfaction of LPL. LPL shall not be responsible for anything damaged, destroyed, injured, stolen or lost.
- c) The LPL shall have the right to withhold 10% of the total authorized payment due under the Contract representing the cost of replacement or repair until such time as the Successful Bidder meets the LPL's requirements.
- d) The Successful Bidder is responsible for ensuring proper environmental conditions are met for the delivery, including covered trucks, and protection so that no damage from wet weather, heat, sunlight, or any other conditions is caused to the material and items.
- e) The Successful Bidder will be responsible for any damage to property and materials occurring during loading, unloading, or

transportation of materials under this contract, with the cost of repair or replacement being deducted from the final payment to the Successful Bidder. This includes, but is not limited to, all items being moved pursuant to the provisions of the contract, as well as building interior and exterior elements, such as walls, floor finishes, shelves, furniture, doors, windows, walks, steps, curbs, streets, parking lots, and landscaped areas.

- f) The Successful Bidder shall provide dollies that do not mark the floor.
- g) The Successful Bidder shall provide protective covering over shelving end panels and columns in traffic areas of worksite.
- h) The wheels of all equipment used by the Successful Bidder in transporting materials within LPL shall have been cleaned prior to the start of the work and shall be kept dirt free for the duration.
- i) The Successful Bidder must keep the workplace free from accumulation of waste materials or rubbish caused by the Successful Bidder operations.
- j) Smoking will not be allowed on the work site. Personnel will take their breaks and lunches in designated areas assigned by the LPL.

4.5 LIQUIDATED DAMAGES

- a) All work included in the Contract shall be completed by the Successful Bidder within the time of completion, stated in this tender.
- b) If the Successful Bidder delays in the commencement, execution or completion of the work and the delay are not caused by LPL, the Successful Bidder shall be precluded from submitting any further claim in excess of the contract price and the Successful Bidder will indemnify and reimburse LPL for all costs, expenses, damages and losses it incurs thereby.
- c) Notwithstanding the time allowed for completion, should the rate of the progress of delivery be unsatisfactory or should unnecessary interruption occur in the continuous prosecution of the work, in the opinion of the LPL, the cost of supervision, as reasonably estimated by the LPL, shall, for such period of unsatisfactory progress, be deducted from any monies due, to the Successful Bidder under the Contract.

4.6 DELAYS

- a) No charge shall be made by the Successful Bidder for any delays or hindrances from any cause during the progress of the work or of any portion of the work.

- b) If the delay is caused by any act or neglect on the part of the LPL, the Successful Bidder will be granted an extension of time for the due completion of the work sufficient to allow for the delay. Such extension will be determined by the LPL and will be at no cost to the LPL for the first 30 days.

4.7 RE-ASSIGNMENT

The Successful Bidder shall not assign or subcontract any of its obligations under the Contract without prior written consent of the LPL. Every subcontractor will be required to conform to the conditions of this Contract.

4.8 TERMS OF PAYMENT

Payment schedule will be prepared upon final selection of Successful Bidder.

Invoices are to be submitted to:

**Accounts Receivable
Financial Services Department
London Public Library
251 Dundas Street
London, ON N6A 6H9**

- a) The LPL shall have the right to withhold 10% of the total authorized payment due under the Contract representing the cost of replacement or repair until such time as the Successful Bidder meets the LPL's requirements.
- b) Payments of invoices will be made within thirty (30) days from the date of the invoice.

EVALUATION PROCESS & CRITERIA

A Selection Committee will evaluate submissions.

BY RESPONDING TO THIS TENDER, THE BIDDER AGREES TO ACCEPT THE RECOMMENDATION OF THE SELECTION COMMITTEE AND ACKNOWLEDGES AND AGREES THAT THE LONDON PUBLIC LIBRARY MAKES THE FINAL DECISION.

5.1 GENERAL EVALUATION CRITERIA

The following criteria have been identified for the evaluation of the submissions:

- cost
- successful Bidder's ability to meet all specifications of this tender document
- references for successful installations.

5.2 RIGHTS RESERVED

Bidders may be requested to:

- provide additional information
- modify submissions in areas considered to be deficient
- address specific requirements not accurately covered in their initial submissions

5.3 NOTIFICATION

It is the Library's intention to notify the Successful Bidder no later than **August 20, 2010** .