



**REQUEST FOR QUOTATION 2024-02  
SUPPLY OF ENGINEERING SERVICES FOR NEW WASHROOM  
For the Thunder Bay Public Library - Brodie Resource Library**

**CLOSING DATE AND TIME REQUIREMENTS:**

**ELECTRONIC SUBMISSIONS ONLY**, shall be received by:  
Cherri Braye (or Designate)  
Director of Resources  
Thunder Bay Public Library  
email: [cbraye@tbpl.ca](mailto:cbraye@tbpl.ca)  
**no later than 2:00 p.m. local time on December 13, 2024**

**THE LOWEST OR ANY QUOTATION NOT NECESSARILY ACCEPTED**

## **INTRODUCTION TO THUNDER BAY**

Located on the north shore of Lake Superior, with a population of 109,140, Thunder Bay is the most populous municipality in Northwestern Ontario. It is often referred to as the Lakehead because of its location at the head of the Great Lakes. Thunder Bay is the sunniest Library in eastern Canada with an average of 2167.7 hours of bright sunshine each year.

### **A Regional Business Hub**

Thunder Bay is the region's commercial, administrative and medical hub. Canadian Business Magazine ranked Thunder Bay in the top ten best cities in Canada in which to conduct business (2005).

### **A Dynamic Natural Wonderland**

Thunder Bay is a four-season outdoor paradise and provides the amenities of an urban center while opening the gateway to outdoor adventure in Northwestern Ontario.

### **Diverse Community**

A Library with deeply rooted European and Aboriginal cultures, Thunder Bay is the sixth most culturally diverse community of its size in North America. Some of the most represented ethnic backgrounds include Finnish, Italian, Scottish, Ukrainian, Polish, French, Indigenous Canadian, Chinese and Croatian.

### **Quality Education**

Post-secondary institutions in Thunder Bay include Confederation College and Lakehead University, and since 2005, the western campus of the Northern Ontario School of Medicine - the first medical school to open in North America in over 30 years. In 2013, the Lakehead University Law School opened. The Library also has several other private colleges and tutoring programs.

### **Transportation Hub**

Thunder Bay receives substantial air, rail and shipping traffic due to its prime location in the center of Canada along major continental transportation routes and its proximity to the United States. The Library is an important railway hub and has been an active port since the days of the North West Company. The Port of Thunder Bay is the largest outbound port on the St. Lawrence Seaway System and the sixth largest port in Canada. The Thunder Bay International Airport is the third busiest in Ontario.

Learn more about Thunder Bay by visiting [www.gotothunderbay.ca](http://www.gotothunderbay.ca)

## **INFORMATION TO BIDDERS**

### **Definitions**

**Bidder(s)/Contractor(s):** means all persons, partnerships or corporations who respond to this RFQ and includes its heirs, successors, and permitted assigns.

**Library/Owner:** means The Thunder Bay Public Library

**Contract:** means the agreement to be entered into between the Successful Bidder and the Library with respect to the supply of the Goods and or Services. It shall be based upon this RFQ, with any agreed upon amendments, and shall include any plans and specifications and will be held to cover the supply of any and all work, labor, implements and materials that could be reasonably required to properly and satisfactorily supply the Goods or Services.

**Contract Administrator:** means the person, partnership, or Corporation designated by the Owner to be the Owner's representative for the purposes of this contract.

**Request for Quotation (RFQ):** means this Request for Quotation document including all schedules, parts, attachments, addenda or amendments.

**May:** Used in this document denotes permissive.

**Must/Shall/Will:** Used in this document denotes imperative.

**Successful Bidder/Contractor/Proponent:** means the Proponent/Contractor/Bidder who's RFQ is/are accepted and who has/have agreed to supply the Goods and/or Services as outlined herein.

### **Submission**

**If your firm is interested in this project, please submit one (1) copy by email.**

**All submissions are to be clearly marked as to contents.**

### **Quotation Irrevocable after Proposal Submission Deadline**

Quotations shall remain irrevocable in the form submitted by the bidder for a period of one hundred and twenty (120) days running from the moment that the Quotation Submission Deadline has lapsed.

### **Late Submissions**

Submissions received after the deadline will not be considered.

### **Submissions in English**

All submissions are to be in English. Any submission received by the Library that is not entirely in the English language may be disqualified.

### **Litigation**

No bid shall be accepted from any Contractor, its principals, directors or any officer of that firm, or another related person (as determined by the Director of Resources, in its sole and unreviewable discretion), with whom the Library is engaged in unresolved litigation.

### **Acknowledgement of Addenda**

If addenda are issued, their receipt is to be acknowledged by the proponent by including them as part of the proposal submission to ensure that all requirements are included in the submission. Failure to include all addenda may result in your submission not being considered. The Library will assume no responsibility for oral instructions or suggestions.

Addenda will be provided to all who have registered with the Libraries Director of Resources (or Designate). As well, they will be posted on the Libraries website for download.

[www.https://www.tbpl.ca/about-us/tbpl-news/bid-opportunities/](https://www.tbpl.ca/about-us/tbpl-news/bid-opportunities/).

It is the bidder's responsibility to check the website prior to closing for any issued addenda. The Library will assume no responsibility for any addendum not received.

The Library encourages bidders not to submit prior to forty-eight (48) hours before the Tender/Quotation closing time and date, in the event that an addendum is issued.

### **Tour of the Site :**

A one- time only voluntary tour of the site is being offered on **December 2nd, 2024 at 10:00 a.m.** local time. Interested parties are to meet with Chris Gratton in the main lobby of the Brodie Resource Library.

Proponents are responsible for ensuring that they familiarize themselves with all relevant location details and existing site conditions. There is to be no claim at any time after submission of the bid document that there was any misunderstanding of the terms and conditions relating to site conditions.

The intent of the site tour will be for bidders to become familiar with the site only. Bidders are not to seek commitments from any Library Representative during the tour. Any questions that arise as a result of the site tour are to be directed to the individual named in this document. Any statements or commentary provided by any Library Representative during the tour are non-binding.

### **Questions/Inquiries**

Communications concerning this Request for Proposal are to be in writing(email) and directed to;

Cherri Braye (or designate)  
Director of Resources  
phone (807) - fax (807) 344-5119  
email : cbraye@tbpl.ca

Inquiries must not be directed to other Library employees. Directing inquiries to other than those designated may result in your bid being rejected. The deadline for questions/inquiries will be at 12:00 noon.

### **Review of Requirements**

All bidders should carefully review this solicitation for defects or questionable matters. Comments or the need for clarification must be directed to the Director of Resources at cbraye@tbpl.ca.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Library as per the terms set out in this Tender.

Submissions shall be in accordance with the Thunder Bay Library Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations.

### **Freedom of Information**

All submissions to the Library become the property of the Library, and as such, are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

This will confirm that the Library will not use/disclose the information provided, without proper authorization, and will keep the information in a physically secure location to which access is given only to staff requiring access.

### **Rights Reserved by the Library**

Submission of a Quotation indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the document and in any contract between the Library and the firm(s) selected.

The Library reserves the right without prejudice to accept or reject any or all submissions and to waive technical defects, irregularities, formalities and omissions at its sole discretion, if in doing so, the best interest of the Library will be served.

The Library may, in its discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review of a bid:

- independently consider, investigate, research, analyze, request or verify any information of documentation whether or not contained in any bid;
- conduct reference checks relevant to the bid with any or all of the references cited in a bid, or with any other person not listed in a bid, to verify any and all information regarding a bid, including its directors, officers and Key Individuals;
- conduct any background investigations that it considers necessary in the course of the competitive bid process;

The basis of award of the contract is subject to budget availability.

The Library is not responsible for any costs incurred by the bidders in the preparation of its response to the RFQ. The Library will not accept responsibility for any delays or costs with any reviews or approval process.

Any and all conditions that may be contained in this RFQ are considered as having been accepted by the Bidder unless indicated otherwise in the submission.

The Library reserves the right to be the sole judge of the acceptability of the equipment offered, and to purchase the equipment which in its opinion most closely meets the operating requirements of the using department.

The Library, unless it otherwise states, reserves the right to award by item, or part thereof, groups of items or all items of the Request for Quotation, and to award contracts to one or more bidders submitting identical proposals as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions, and to negotiate minor changes, if in so doing, the best interests of the Library will be served.

The Library reserves the right to award this contract in whole or in part without recourse or penalty that which is deemed most advantageous to the Library.

The Library reserves the right to cancel this RFQ without cause and without incurring any liability whatsoever if deemed in the best interest of the Library to do so.

The Library reserves the right to terminate the contract without notice if due to non-performance and unsatisfactory service and unsatisfactory product performance.

The Library reserves the right to call in alternate services if the proponent is unable to provide the service when it is requested.

### **Accessibility for Ontarians with Disabilities**

The Bidder shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations thereunder with regard to the provision of its goods, services or facilities to persons with disabilities. The Bidder acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Library of Thunder Bay must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

Prior to the commencement of any work the successful contractor/consultant shall furnish evidence of compliance with the most current Integrated Accessibility Standards Regulation, specifically the section(s) pertaining to Training of Staff (The Thunder Bay Public Library may at its discretion, provide training).

Agents or Consultants acting on behalf of the Library will incorporate accessibility criteria and features when developing specifications and/or procuring goods and services, except where it is not practical to do so. If it is not practicable to incorporate accessibility criteria and features when procuring goods or services, an explanation shall be provided.

### **Indemnity**

The successful bidder shall indemnify and hold the Library harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether wilful or otherwise by the bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

The Library may not issue a purchase order until the appropriate requirements have been satisfied. It is also the responsibility of the bidder to ensure that coverage does not lapse for the entire duration of the contract. Upon expiry of a clearance certificate a valid certificate should be forwarded to the Library.

### **Piggyback Clause**

Through the establishment of relationships with members of the Lakehead Purchasing Consortium and other public sector organizations, the opportunity for additional public sector organizations to participate in procuring the goods and services as defined and contemplated through this RFQ process and/or resulting agreement may occur. Upon mutual consent, the successful Proponent shall, at the request of the Thunder Bay Public Library, extend the terms and conditions (including pricing) of this RFQ and/or a resulting agreement to these organizations.

The Bidder acknowledges and agrees the Thunder Bay Public Library shall not be liable for any separate contracts negotiated with any Public Sector Entity.

### **No Guarantee of Volume of Work or Exclusivity of Contract**

The Library makes no guarantee of the value or volume of work to be assigned to the successful bidder. The agreement executed with the successful bidder will not be an exclusive contract for the provision of the described goods and/or services. The Library may contract with others for the same or similar goods and/or services to those described in this document or may obtain these internally.

### **Interpretation of Estimates**

Quantities indicated are estimates only and shall be used as a basis for calculation upon which the award of the contract will be made. They are not guaranteed to be accurate and are subject to vary either upwards or downwards, without penalty to the Library. Exact quantities will be specified at a later date, or time of ordering.

Quantities are based on historic usage and should not be interpreted as either a minimum or maximum commitment. Orders will be placed as and when required in varying quantities.

## **SPECIFICATIONS**

The submission must provide information and all costs to supply the following:

Supply and provide drawings for the construction of Men's and Women's washrooms on the Main Floor at the Brodie Resource Library @ 216 Brodie St. S.

- Provide consultation and investigation into the feasibility of constructing a new men's and women's washroom
- Tender preparation for contractors
- removal and replacement of acoustic tile ceiling (asbestos) and replace with comparable finish (drop acoustic ceiling, 2x2 style)
- 3 stalls per washroom ( 2 regular and 1 accessible stall) complete with partitions
- Automatic low flush toilets
- Dual sinks per side with automatic sensor taps
- Mirrors
- Garbage Cans
- Change tables ( 1 per side – 2 total)
- Soap dispensers (automatic)
- Sharps containers
- New exhaust ( tie into existing if possible)
- LED lighting with occupancy sensors
- Exterior signage
- Tile half walls with drywall upper wall
- Insulation
- Vinyl sheet flooring ( Forbo marmoleum real, color 'graphite' 3048, or comparable style)
- Latex paint finishes (satin finish)

## **Attachments:**

- Certificate of Insurance
- Standard terms and conditions for Tenders, Proposals, Contract and Quotations

The owner will make available to the successful proponent the following documents:

- Electronic floor plans
- Asbestos Reports

## **Pricing Instructions**

Bidders shall complete the Schedule of Pricing in the Bidding System all in accordance with the "Library Standard Terms and Conditions for Tenders, Proposals, Contracts and Quotations" and all the specifications and terms of the Library's Tender which are set forth at the prices indicated in the space provided for that purpose.

Pricing must include all duty, taxes (other than HST), customs, clearances, cartage, freight and all other charges now or hereafter imposed or in force and is a Total Firm Price. Harmonized Sales Tax (HST) to be Extra and must be shown separately on invoicing. All pricing is to be in Canadian Funds.

## **GENERAL CONDITIONS / REQUIREMENTS**

### **RFQ Evaluation**

For purposes of RFQ evaluation the total cost of the base price as specified in the quotation, **excluding** options, will be considered, although optional items may be added or deleted as deemed necessary by the Corporation.

### **Withhold of Payment**

The Library may withhold any or all payments to the Contractor or portions thereof if circumstances where the Contractor is considered by the Library or Contract Administrator to be unreasonably in default of specified times for completion of the work.

### **Awards**

The Library unless it otherwise states, reserves the right to award by item, or part thereof, groups of items, or all items of the Request for Quotation, and to award contracts to one or more bidder submitting identical bids as to price; to reject any and all submissions in whole or in part; to waive technical defects, irregularities and omissions, if in so doing, the best interest of the Library will be served.



**SUBMITTAL FORM**

**(This page must be completed and returned with your submission)**

**Proponent Covenant:**

**I/We the undersigned authorized signing officer of the proponent, hereby declare that no person, firm or corporation other than the one represented by the signature below, has any interest in this submission.**

**I/We further declare that all statements, schedules and other information provided in this submission are true, complete and accurate in all respects to the best knowledge and belief of the proponent.**

**I/We further declare that this submission is made without collusion, connection, knowledge, or comparison of figures or arrangement with any other company, firm or persons making a submission and is in all respects fair.**

**I/We understand that this may result in the rejection of our submission if this declaration is found to be untrue.**

**I/We have received, allowed for and included as part of our submission all issued Addenda.**

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**PRINT LEGAL NAME OF FIRM**

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**MAILING ADDRESS**

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**CITY POSTAL CODE**

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**NAME OF CONTACT PERSON (PLEASE PRINT) PHONE NUMBER**

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**NUMBER CELLULAR NUMBER**

**FAX**

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**E-MAIL ADDRESS**

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**SIGNATURE OF AUTHORIZED OFFICIAL**

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**PRINT NAME**

**PLEASE**

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**DATE**

