OAKLAND UNIVERSITY REQUEST FOR QUOTE THIS IS NOT AN ORDER

Address Reply To: Oakland University

Purchasing Department ATTN: Julie Hamilton

2200 N. Squirrel Road, Room 13 Police & Support Services Building

Rochester, MI 48309-4491 Telephone #: (248) 370-4421 Fax #: (248) 370-3175

Email: hamilton@oakland.edu

Date Sent: June 7, 2016

Reply Must Be Received By: June 16, 2016

BID INVITATION

Oakland University (OU) in Rochester, MI is soliciting proposals to <u>furnish all library shelving</u>, <u>equipment</u>, <u>material</u>, <u>and labor to replace the existing shelving</u>; <u>and transfer of library materials from current shelving to</u> new shelving in Oakland University's Educational Resources Lab.

Vendors are required to submit their pricing on the attached bid form. The format of the bid form should not be altered. Vendors should provide a lump sum price. Quotes should be guaranteed for 60 days. Vendors will be selected based upon the quality of their service and the information presented in their response to this Request for Quote (RFQ). Vendors must agree to the terms and conditions of the RFQ.

<u>Sealed RFO Responses</u> are to be received in the Purchasing Department **no later than 2:00 p.m. June 16, 2016**. Vendors shall submit two (2) copies of their proposal to the Oakland University Purchasing Department located in the Police and Support Services Building, Room 13. Or if you wish to submit a proposal <u>electronically</u>, email <u>hamilton@oakland.edu</u> and a secure upload link will be sent to your attention. No faxed or emailed bids will be accepted.

<u>Questions</u> regarding this RFQ must be submitted via email to <u>hamilton@oakland.edu</u> no later than **5:00 p.m. on June 10, 2016.** The email must clearly reference "Library Shelving - ERL RFQ" in the Subject field. All questions will be responded to in the form an addendum and sent via email to all RFQ participants at the same time, on or before June 13, 2016. The vendor's question(s) and the University's answer(s) will be attached to and become a part of the RFQ.

MANDATORY WALK THRU: A mandatory walk-thru is scheduled for June 10, 2016 at 10:30 A.M. Please meet at the following location: Oakland University Education Resources Lab, 456 Pioneer Drive, Pawley Hall, Room 350. Please meet in the lobby area. Prompt attendance for the walk-thru is required.

NOTE: OAKLAND UNIVERSITY RESERVES THE FOLLOWING RIGHTS: TO ACCEPT OR REJECT ANY BID; TO REJECT ALL BIDS; TO WAIVE ANY FORMALITIES OR IRREGULARITIES CONTAINED IN A BID THAT DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE INVITATION TO BID, ANY MODIFICATIONS TO THE INVITATION TO BID, OR ANY SPECIFICATIONS; TO SELECT THE BID AND/OR ITEMS THAT IN THE SOLE AND ABSOLUTE DISCRETION OF OAKLAND UNIVERSITY ARE IN OAKLAND UNIVERSITY'S BEST INTEREST WHETHER OR NOT THE BID SELECTED IS THE LOWEST MONETARY BID RECEIVED.

ERL Library Shelving Project RFQ

General Information

Oakland University (OU) in Rochester, MI is seeking quotes to furnish all library shelving, equipment, material and labor to replace the existing shelving in Oakland University's Educational Resources Lab.

Information for Vendors

Submission of Proposals

The intent of this RFQ is to encourage responses from Vendors who understand Oakland University's commitment to purchase products and/or services on time and within budget. Only information that is essential to an evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFQ and proposal (e.g., brochures, catalogs, etc.) will not be considered in the evaluation.

Bid Requirements

There are two documents required as part of the bid process:

- Vendors must submit pricing on the bid form. Prices shall remain firm for 60 days or bid award whichever comes first except the successful bidder whose prices shall remain firm until contract completion.
- Vendors must agree to the terms and conditions of the RFQ.

Terms and Conditions

Vendor must agree to accept and abide by Oakland University's Terms and Conditions (Ts&Cs) throughout the term of this agreement and any subsequent extensions. Those Ts&Cs can be found at http://www.oakland.edu/upload/docs/General%20Counsel/Forms/General%20Terms%20and%20Conditions%20for%20Agreements.pdf

Any and all Purchase Orders issued to the vendor throughout the term of this agreement shall be subject to any and all of the provisions noted in this RFQ. If there is a discrepancy between the information stated in this RFQ and Oakland University's Terms and Conditions, the University's Terms and Conditions will apply.

<u>Conflicts of Interest</u>. The Contractor affirms that to the best of its knowledge there exists no actual or potential conflict-of-interest between the Contractor's family, business, or financial interests and providing the Services. The Contractor will not attempt to influence any University employee by the direct or indirect offer of anything of value. The Contractor also warrants that no officer or employee of the University has or will have a direct or indirect personal financial interest in the Agreement. The Contractor also affirms that neither the Contractor nor any of its employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of an Agreement.

In the event of change in either Contractor's interests or Services under this Agreement, the Contractor will inform the University regarding all possible conflicts-of interest which may arise as a result of such change. The Contractor agrees that conflicts-of-interest will be resolved to the University's satisfaction or the University may terminate the Agreement.

<u>Nondiscrimination</u>: Each party shall be separately responsible for compliance with all federal and state nondiscrimination laws. This term includes the applicable sections of the Michigan Persons with Disabilities Civil Rights Act (P.A. 1976, No.220, being MCLA 37.1101 et seq.) and the Elliott-Larsen Civil Rights Act (P.A. 1976, No. 453, as amended, being MCLA 37.2101 et seq.) and, in particular, the provision that illegal discrimination by the contractor may be considered a material breach of this agreement.

<u>Termination For Unfair Labor Practices:</u> The Owner may void this Contract if the name of the Contractor, or the name of a Subcontractor, manufacturer, or supplier of the Contractor subsequently appears in the register of employers who have been found in contempt of court by a federal court of appeals for failure to correct an unfair labor practice, as further conditioned in Section 2 of Michigan PA 1989, No. 278, found at MCL 423.321 <u>et seq.</u>

<u>Taxes</u>: The Contractor shall include and be deemed to have included in its bid and contract price all Michigan Sales and Use Taxes currently imposed by Legislative enactment and as administered by the Michigan Department of Treasury, Revenue Division, on the bid date.

<u>Safety Regulations</u>: The Contractor shall conform to the "General Safety Rules and Regulations" for the Construction Industry, as prescribed by the Construction Safety Commission, Department of Labor, Bureau of Safety and Regulations, Lansing, Michigan, and the Occupational Safety and Health standards of the United States Department of Labor. This shall be made a condition of each Subcontract entered into pursuant to the Contract.

SCOPE OF WORK

The Oakland University Educational Resource Lab is in need of replacing existing shelving units and replacing with steel cantilever MJ Industry library shelving units. All equipment, supplies, materials and labor required to successfully complete the service are to be supplied by the vendor. Proposal should include all supplies and equipment required to successfully complete the job.

Below is a list of requirements for the work to be completed:

- Furnish steel cantilever MJ Industry library shelving; WF-1000 series or equal
 - o Double face and single face steel cantilever shelving
 - o Equipped with steel tops on shelving 60" and higher, laminate tops with Maple edges on lower shelving. All units with Maple end panels and steel back panels
 - o Estimated shelving needed:
 - (9) double face sections 42" high
 - (3) double face sections 66" high
 - (63) double face sections 84" high
 - (15) single face sections 84" high
 - (2) single face sections 42" high
 - Including all hardware required for installation
 - Including installation of shelving units
 - NOTE: The above is an estimate only. Vendors are required to measure and determine the best mix of shelving for the space.
- Transfer the library books from the existing shelving to the new shelving. Provide temporary

- storage if required.
- Dismantle, remove and dispose of existing double faced shelving units
- Move single faced shelving units to Room 350F where they match and will be used as additional display shelves for Award Materials.
- Color selection to be chosen by the University

The above description does not necessarily completely define the project, but is intended only for general informational purposes.

**The successful vendor will be responsible for removal of waste from the facility and any/all other clean-up. Please include this cost in your quote.

The University is seeking to make an award by June 30, 2016. Work on this project must be performed between August 1, 2016 and August 19, 2016. All work shall be substantially completed by the last week of August 2016.

Company Information, References and Requirements

Provide information regarding how many employees will be assigned to this project.

Provide a brief overview of your company (i.e. years in business, etc.)

Provide Name, Address, Telephone and Fax number of your Contact Person

If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each.

The Vendor shall provide at least five recent (within the last two years) references for library shelving installation performed at similar venues. Please include a company name, company address, contact name, contact title, contact phone number and contact email address for each reference.

IMPORTANT: Vendors must be able to demonstrate that they perform the type of specialized scope of work in libraries.

INSURANCE REQUIREMENTS

Once the bid is awarded, the vendor must provide a Certificate of Insurance with the following minimum requirements:

Commercial General Liability: \$1,000,000
Automobile Liability \$1,000,000
Umbrella / Excess \$2,000,000
Worker's Comp Statutory Limits

Oakland University named as Certificate Holder

Oakland University must be listed as an "Additional Insured" on the Certificate of Insurance. Vendor must provide an insurance certificate before commencing service delivery, must keep the certificate upto-date, and must forward copies of all revised certificates of insurance to the Purchasing Department at Oakland University within thirty (30) days of the change. Notice of cancellation must be submitted thirty (30) days prior to the termination of the insurance coverage.

Correction of Work

The Contractor shall promptly correct any Work rejected by the Project Manager as defective or as failing to conform to the Contract and whether observed before or after Substantial Completion whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the date of Substantial Completion or within such longer period of time

as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article 17 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

Environmental Health and Safety Requirements

Contractor must comply with all federal, state and local regulations pertaining to occupational health/safety and protection of the environment. Owner has the right to suspend or terminate any Contractor/Subcontractor activities if Owner's Office of Environmental Health and Safety reasonably believes that one or more of these regulations is being violated.

Contractor must complete and return the "OU Bidder's Health and Safety Checklist". Further, once selected, the Contractor must have ALL Subcontractors complete the "OU Subcontractor's Health and Safety Checklist" and return the completed Checklist(s) to the Project Manager at least seven (7) days before Subcontractor Work begins on the Project.

The following requirements are provided to inform Contractor of its environmental, health and safety obligations on the Project. The requirements herein do not nullify or limit any local, state or federal regulations. Contractor is obligated to insure that all Subcontractors adhere to all applicable health and safety laws, regulations, and orders, including but not limited to the terms and requirements contained in this Contract.

The requirements in this section are intended to highlight the type of Environmental Health & Safety concerns that commonly apply to contracted activities on Owner's campus; they are in no way intended to be comprehensive of <u>all</u> regulatory requirements that apply to the Contractor.

1 <u>Ladders</u>: Contractor is responsible to supply its own ladder(s) and ensure all use of ladders on campus comply with MIOSHA Part 11 and/or Part 4. When used as accesses to elevated work areas, ladders must extend at least three feet beyond the platforms. If using a ladder in or over a doorway, the area must be barricaded and signed. Ladders should be placed on a substantial and stable base and not be loaded beyond rated carrying capacity.

Manufactured portable ladders shall be limited to those classified as type IA or type I, should NOT be painted with an opaque material so as to obscure warning labels and must be inspected before each use. Ladders that are found to have any faults or defects shall be immediately tagged "DANGEROUS – DO NOT USE" and removed from service.

- 2 <u>Personal Protective Equipment (PPE)</u>: Contractor is responsible to provide appropriate (per 29 CFR Part 1910 Subpart I) PPE to its employees and ensure its proper use at all times. *This includes proper respirator training, fit-testing and equipment (per 29 CFR 1910.134).*
- 3 <u>Waste Disposal:</u> Waste materials or rubbish caused by contractor's operations shall <u>not</u> be disposed of in Oakland University dumpsters or on Oakland University property. On site burning of combustible materials is not permitted. Storage and sale of vendors salvage items on site is not permitted. Remove cleared materials from the work site weekly as work progresses with no cleared waste or rubbish left on site over weekends unless a designated location for same has been selected and approved by Oakland University's authorized representative.

Contractor is also responsible for the proper collection, labeling, transporting, manifesting and disposal of polluting or hazardous wastes such as solvents, paints, oil or antifreeze (and rags contaminated with any of these materials), per 40 CFR Part 261 and Michigan Act 64. Copies of all manifests should remain

available for the University's review upon request.

- **Housekeeping:** Contractor will regularly (per agreement with Oakland University) ensure that 1) excess material/trash are removed from work sites; 2) passageways (e.g. sidewalks, hallways) are cleared of obstructions; 3) equipment is shut down and secured..
- 5 Protection Of University Property: The Contractor shall be responsible for the protection of Owner's property during the period of construction and shall exercise care to prevent damage to buildings, lawns, trees, plant materials, fences, walks, drives, roadways, signs, light poles, utilities, and other improvements in and adjacent to the area of work under this contract. Any damage to the Owner's property resulting from the Contractor's operations shall be repaired or replaced by the Contractor without additional cost to the Owner. The Contractor shall take all necessary precautions to protect ramps, curbs, sidewalks and grounds, when employing heavy equipment. The Owner reserves the right to identify the damages for "Immediate Repair" resulting from Contractor's operations. Such damages shall be repaired within three (3) working days, at the Contractor's expense. Failing to repair such damages within the three day period the Owner will proceed to have the same repaired. The Contractor shall reimburse the Owner for the same. Payments in the amount of the Owner's expenditures for "Immediate Repair" will be withheld until Contractor has repaired all damages and has made all reimbursements to the Owner.
- 6 <u>Protection In Work Area</u>: The Contractor shall provide, erect and maintain all necessary barricades, signs, signals, lights and fencing as needed for the protection of the property and safety of the public, and shall hold the Owner harmless from damage or claims arising out of personally owned property incidental to work under the Contract.
- 7 <u>Protection Of Personnel</u>: Contractor's attention is called to the fact that strict compliance will be adhered to regarding all safety and health requirements related to Work in this Project. Contractor shall understand, conform and adhere to all legal requirements for removal and proper disposal of discarded materials.
- **8** <u>Protection Of Contractor's Property</u>: The Owner gives no assurances, verbal or otherwise, as to the security of Contractor's property.
- 9 <u>Use Of Premises</u>: During the Contractor's performance of the Work, the Owner will continue to occupy adjacent areas in the existing buildings. Interruption of building access and facilities by the Contractor will not be permitted to whatever extent such interruptions might interfere with Owner's occupancy and operations. Planned or accidental disruption of academic or administrative building systems, and/or utility services, must be brought to the immediate attention of the Owner's Engineer. Floor or wall corings, trenching and/or excavation work must first have the approval of the Owner's Engineer. Contractor will limit construction operations methods and procedures, in and adjacent to Owner's occupied spaces, to those that minimizes noise, dust, odors, air pollution, ambient discomfort, hazards and other undesirable effects and conditions.

The policy prescribed herein shall be adhered to for all earth excavation, manual or power, on the Owner's property performed by the Contractor that penetrate the surface of the soil by a depth of six (6) inches or greater. The Contractor may choose to submit its own written excavation procedures to the Owner's Engineer or his/her designee for written approval prior to excavating.

ACCEPTANCE

Thank you.

Please indicate your acceptance of Oakland University's Terms and Conditions and the provisions stated in this RFQ in the space provided below. Complete the information at the bottom of this document and return this **signed** page with your RFQ response. Address your RFQ response to **Julie Hamilton**, Buyer; Oakland University; 2200 N. Squirrel Road; Police & Support Services Building, Room 13; Rochester, MI 48309.

ACKNOWLEDGEMENT:				
I have reviewed and do accept Oakland University's Terms and Conditions as stated on the University web page. I have read and agree to abide by the terms of this RFQ. I also acknowledge that I am a legally authorized representative of the business entity noted below and, as such, have the authority to enter into agreements and make commitments on its behalf:				
Company:	Address:			
Authorized Signature:	Date:			
Printed Name:	Title:			
Phone #:				

NOTE: OAKLAND UNIVERSITY RESERVES THE FOLLOWING RIGHTS: TO ACCEPT OR REJECT ANY BID; TO REJECT ALL BIDS; TO WAIVE ANY FORMALITIES OR IRREGULARITIES CONTAINED IN A BID THAT DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE INVITATION TO BID, ANY MODIFICATIONS TO THE INVITATION TO BID, OR ANY SPECIFICATIONS; TO SELECT THE BID AND/OR ITEMS THAT IN THE SOLE AND ABSOLUTE DISCRETION OF OAKLAND UNIVERSITY ARE IN OAKLAND UNIVERSITY'S BEST INTEREST WHETHER OR NOT THE BID SELECTED IS THE LOWEST MONETARY BID RECEIVED.

RFQ ERL Library Shelving Project

COST PROPOSAL

The undersigned proposes to FURNISH ALL LIBRARY SHELVING, EQUIPMENT, SUPPLIES, MATERIAL AND LABOR REQUIRED TO SUCCESSFULLY COMPLETE REPLACEMENT OF SHELVING IN OAKLAND UNIVERSITY'S EDUCATIONAL RESOURCES LAB in accordance with the requirements of the enclosed request for proposal scope of work to be considered an integral part of this proposal at the price detailed below:

NOTE: All items necessary to complete the project as specified including items incidental to the work but not specifically noted in the proposal shall be included in the cost listed below, including all permits and fees.

PROPOSAL: Library Shelving – ERL

*Materials:

Item	Description	Lump Sum Cost:
1	Steel Cantilever MJ Industry Library Shelving – WF 1000 Series or equal – cost to	\$
	include all hardware / parts necessary for successful installation	

*Labor:

Item	Description	Lump Sum Cost:
1	Transfer of library books including temporary storage	\$
2	Dismantle, remove and dispose of existing double faced shelving units	\$
3	Move single faced shelving units to Room 350F	\$
4	Installation of new steel cantilever MJ Industry library shelving	\$
GRAND TOTAL		\$

^{*}Cost includes all work and materials stated in the scope of work

1) Provide a detailed list of the shelving (number of units and types) included in the lump sum materia cost:
Subcontractors: Will subcontractor be used in the performance of this contract? YES / NO If Yes, please provide the subcontractor company information:
Completion Schedule: Work on this project must be performed between August 1, 2016 and August 19, 2016. All work shall be substantially completed by the last week of August 2016.
Can your firm meet the completion date? Yes / No. If no, please provide a proposed completion date:
NOTE: All prices are to be quoted in U.S. Currency.
COMPANY NAME: