

NEW FLOORING AND FLOORING INSTALLATION SERVICES

The Canton Public Library is requesting proposals from licensed contractors to provide flooring and flooring installation services at 403 Lewis Street, Canton, MO (Canton Public Library building).

GENERAL

The following items are included in, but not limited to, the scope of flooring installation services:

1. All materials, equipment and labor required to perform the work.
2. The removal of existing tile or cove base is not included in this proposal.
3. Surface Preparation of the flooring following asbestos abatement (skim coat).
4. New flooring and installation of flooring: commercial grade carpet squares and padding for heavy use purposes for approximately 2,325 sq. ft. and 20 mil., glue-down, commercial-grade luxury vinyl or equivalent flooring for approximately 1,655 sq. ft.
5. Installation of approximately 450 lin. ft. of new cove base.
6. The Canton Public Library to choose color of flooring and style/material where multiple options are offered in the bid.
7. Cleanup and Site Restoration: Remove any debris, equipment, or waste materials generated during the installation process.
8. Final Inspection and Handover: Conduct a thorough inspection of the completed flooring to ensure quality and adherence to specifications. Address any necessary touch-ups or corrections identified during the inspection.
9. Any additional efforts to make the work accessible, including work staging, is incidental to the scope of work.
10. Start date and completion date will be negotiated and specified below after awarding bid and will be as such:

Start date: _____ End date: _____

1. INVESTIGATION OF CONDITIONS

Bidders are required to submit their proposals upon the express condition that they have noted the site of the proposed work and are fully acquainted with work to be performed under this contract. The Contractors are expected to make their estimates of the facilities needed and the

difficulties attending the execution of proposed contract, including local conditions, availability of labor weather and other contingencies. In no event will the Canton Public Library assume any responsibility whatever for interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint themselves with the available information concerning these conditions will not relieve the successful bidder from responsibility for estimated difficulties and cost of successfully performing and completing the work.

2. LIQUIDATED DAMAGES FOR DELAY

If the work is not completed within the time stipulated in the contract documents, including any extensions of time for excusable delays, which shall be determined by the purchasing agent, the contractor shall pay the Canton Public Library a rate of \$250.00 per day for each calendar day of delay, until the work is completed. No extra allowance will be made for holidays. The Library shall enforce the liquidated damages for failure to complete the work within the allotted time frame. Liquidated damages shall be deducted from the final payment for this contract.

3. CONTRACTOR QUALIFICATIONS

No contract shall be awarded except to responsible firms capable of providing the class of product described.

4. COMPLIANCE WITH REGULATIONS

Contractors responding to this request shall be aware that all work performed under this contract must comply with all federal, state and local regulations in effect during the term of the contract.

5. PERMITS

Any and all permits that are required to complete the work outlined in this information packet shall be the responsibility of the successful firms.

6. INSURANCE REQUIREMENTS

The contractor shall purchase and maintain insurance which will protect from claims that may arise out of, or result from, activities performed under this contract, whether those activities are performed by the contractor or by any subcontractor or party directly or indirectly employed by the contractor or any subcontractor, or by anyone for whose acts they may be liable.

7. INSURANCE COVERAGE

The contractor will provide satisfactory proof of insurance naming the Canton Public Library, together with its officers, agents, employees and engineers as additional primary, non-contributory named insureds prior to commencing work. All policies shall be written on a "per occurrence" basis. The contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the contractor's negligence in the performance of services under this Agreement. Contractor's certificate of insurance shall contain a provision that the coverage afforded under the policy(s) will not be canceled or reduced without thirty (30) days prior written notice (hand delivered or registered mail) to the Library. Contractor shall promptly forward new certificate(s) of insurance evidencing the coverage(s) required herein upon annual renewal of the subject policies. Failure of the engineer to supply a valid certificate of insurance, or if a previously valid certificate of insurance has expired and is not replaced, is grounds for issuance of a stop work order until such time as a valid certificate of insurance is provided. Failure of the Library to collect or demand a certificate of insurance shall not be deemed a waiver of the requirement to provide one. The limits of liability for the insurance required by this Subsection shall not be less than the following:

WORKMAN'S COMPENSATION INSURANCE:

All Liability imposed by Workmen's Compensation statute

Employer's Liability Insurance \$1,000,000

Contractual Liability Insurance \$1,000,000

Completed Operations Insurance \$ 500,000

OWNED, HIRED, AND NON-OWNERSHIP VEHICLE, BODILY INJURY AND PROPERTY DAMAGE TO THE FOLLOWING LIMITS:

Commercial General Liability \$2,000,000 (each occurrence)

Bodily Injury \$2,000,000 (each person), \$2,000,000 (each accident)

Property Damage \$2,000,000 (each accident)

Automobile Liability \$1,000,000 combined single limit (each accident)

Umbrella Liability \$3,000,000 (each occurrence), \$3,000,000 (aggregate)

8. DOCUMENTATION

Certificates of insurance acceptable to the Canton Public Library shall be filed with the Library prior to commencement of the work. Should contractor insurance expiration fall within the timeline of the job, not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the Library with a new or replacement Certificate of insurance as proof of renewal of said policy, with endorsement as set forth above.

9. COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the work, the contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligation or duty upon the contractor.

10. USE OF LIBRARY PROPERTY

If the Library permits the contractor to use any Library-owned equipment, tools, or facility, such use will be gratuitous and the contractor shall release the Library from any responsibility arising from claims for personal injuries, including death, arising out of the use of such equipment, tools, or facilities irrespective of the condition thereof or any negligence on the part of the Library in permitting use.

SPECIFIC REQUIREMENTS

1. CONTRACTOR PERFORMANCE

The contractor will be responsible for designing the project and agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner. The contractor will be responsible for conducting any required personal monitoring of their employees during the duration of installation activities.

2. ACCEPTABILITY OF PERFORMANCE

Canton Public Library staff and/or the Library Board of Directors will decide all questions that may arise as to the quality and acceptability of work performed under the contract. If, in the opinion of the staff, performance is unsatisfactory, the Library shall notify the contractor of the area in which performance is deficient. The contractor will have five (5) calendar days from the date of the notification to correct any specific instances of unsatisfactory performance.

Corrective measures required by the Library of the contractor to meet performance standards shall be completed at no additional charge to the Canton Public Library.

3. DEFAULT

In the event unsatisfactory performance is not corrected with the time specified above, the Canton Public Library shall have the immediate right to complete the work to its satisfaction through alternative contracting. The Canton Public Library shall also deduct the cost of completing this work from any balances due to the awarded vendor. Upon the vendor's failure to correct unsatisfactory performance on a second occasion, they shall be declared in default of the contract at which time the contract may be terminated.

4. EQUIPMENT SAFETY

The contractor shall be responsible for providing and for the placement of barricades, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, vehicles, and Library personnel. The safety of all is a primary concern.

5. SECURITY

The Canton Public Library shall not be responsible for theft or damage to the contractor's property. The Library does not assume responsibility, at any time, for the protection of or loss of materials from the time the contractor operations have commenced until the Library acknowledges the final acceptance of the work.

6. PROPERTY DAMAGE

Contractor shall be responsible for the protection and preservation of all utilities and structures encountered during the project. Contractor agrees to repair at contractor's expense any damage that was caused by contractor.

The work areas shall be cleaned at the end of each workday unless the Library grants prior approval. If a project cannot be finished by the end of the workday, the contractor shall secure the area in a way that is safe to the public and Library personnel.

7. FINAL INSPECTION AND ACCEPTANCE

The contractor will request a Library designee to conduct a site inspection after the project is complete. The designee will prepare a punch list if needed during the inspection and will forward a copy to the contractor.

After the punch list items have been corrected, the contractor will request a final inspection. Final project approval is contingent on the final inspection and written approval by the Library.

8. PROJECT LIMITS

The overall project limits encompass approximately 4,000 sq. ft. (see building layout plan). Approximately 2,325 sq. ft of carpet needs to be installed on the east side of the building and 1,655 sq. ft. of LVP on the west side of the building, along with approximately 450 lin. ft. of cove base.

9. PROJECT SCHEDULE

Floor installation services should occur following the completion of asbestos abatement. Contractor will be required to coordinate with the Canton Public Library and the asbestos abatement contractor.

10. CHANGES TO PROJECT – ADDENDUMS

Any questions, changes or addendums will be posted on the Library’s website. It shall be the bidder’s responsibility to include this information in their bid submittal.

INSTRUCTIONS TO BIDDERS – BIDDING GENERAL CONDITIONS

1. **Pricing:** The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the Canton Public Library with no additions.
2. **Delivery of Services and Merchandise:** The Canton Public Library accepts no responsibility for the condition or cost of any service or merchandise purchased or provided prior to acceptance by appropriate Library Personnel. Failure to comply may constitute rejection of the bid.
3. **Acceptance of Services and Merchandise:** The Canton Public Library reserves the right to refuse acceptance of delivered services or merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Missouri law.
4. **Officers:** Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the Canton Public Library, Canton, Missouri has direct or indirect interest in the proposal for any reason of personal gain.

5. **Exceptions:** Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.
6. **Acceptance/Rejection of Bids:** The Canton Public Library reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Library Board of Trustees not appropriating sufficient funds to complete the project. The Library may make awards in any manner deemed in the best interest of the Library.
7. **Withdrawal of Bids:** Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of one hundred and eighty (180) calendar days.
8. **Late Bids and Proposals:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the contractor's risk to ensure delivery at the designated office at the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.
9. **Legal Compliance:** The Contractor awarded this bid will comply with all Federal, State, County and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. The Canton Public Library reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary should legal compliance not be met.
10. **Legal Requirements:** This contract sets forth the entire final agreement between the Canton Public Library and the bidder and shall govern the respective duties and obligations of the parties.
11. **Equal Employment Opportunity:** The Canton Public Library is an equal opportunity employer, and all bidders are required to be equal opportunity employers as defined by all applicable state and federal laws and regulations.
12. **Taxes:** No charge will be allowed for taxes from which the Canton Public Library is exempt.
13. **Indemnification:** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the Canton Public Library, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the Library against any and all losses, claims, damages, and expenses arising from the work performed hereunder. This

indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

14. **Non-Waiver:** The failure by the Canton Public Library to require performance of any provision shall not affect the Library's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

15. **Termination of Contract:** The Canton Public Library reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Library Board of Trustees does not appropriate sufficient funds to complete the contract, or in the event of default of any contract provisions by the awarded vendor.

BIDDERS NOTE:

- RFP Opening: May 12, 2026
- Anticipated Award Date: following the meeting of the Library Board of Trustees on May 12, 2026

PLEASE MARK THE RETURN SEALED ENVELOPE AS FOLLOWS:

1. Title of Job ("Flooring Installation Services at 403 Lewis Street, Canton, MO")
2. RFP Opening Date

BIDS MUST BE IN SEALED ENVELOPE AND RETURNED TO:

Canton Public Library, 403 Lewis Street, Canton, MO 63435, ATTN: Mary Kay Lane

PROPOSALS SUBMITTED BY FASCSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

PROPOSAL QUESTIONS AND/OR RESULTS:

Proposal questions and bid results may be obtained by telephone at 573-288-5279 or by email at cantonmopubliclibrary@gmail.com.