

**FACILITIES DEPARTMENT**

**REQUEST FOR QUOTATION # 2017 - 03  
PALMERSTON ARENA DRESSING ROOM  
FLOOR REPLACEMENT  
2017**

**TOWN OF MINTO**

April 12, 2017

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**FORM OF QUOTATION**

The Contractor has carefully examined the provisions, plans, specifications and conditions attached to this Quotation and has carefully examined the site and locations of the work to be done under this contract and the Contractor understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this Quotation, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the contract, and to complete the work in strict accordance with the provisions, plans, specifications and conditions attached to this Quotation.

**All pages of this document shall be returned with the Quotation submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided.**

Two copies of the Quotation shall be submitted in one sealed envelope.

I/We the Contractor hereby certify that we will commence work on Schedule A, and to diligently perform the work without undue delay.

By: \_\_\_\_\_  
(Name of Firm or Individual – Contractor)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

I have authority to bind the company.

\_\_\_\_\_  
(Name of Signatory)

\_\_\_\_\_  
(Signature)

**SUBMISSION INSTRUCTIONS**

**S.1 Definitions**

The following definitions shall apply throughout the Quotation:

“Agreement” refers to the agreement between the Town of Minto and a Contractor.

“Award” refers to the selection by the Town of Minto a successful Quotation for the provision of engineering services in this Quotation process.

“Contractor” refers to any person or corporation participating in this request for proposal process.

“Manager” refers to the Recreation Facilities Manager for the Town of Minto.

“Town” refers to The Town of Minto.

**S.2 Submission Requirements**

- a) Two copies of the Quotation shall be submitted in one sealed envelope clearly marked with the Quotation number and title (enclosed):

**QUOTATION # 2017 - 03**

**PALMERSTON ARENA DRESSING ROOM FLOOR REPLACEMENT 2017**

- b) Quotations must be addressed to Allan Carr, Recreation Facilities Manager of the Town of Minto, 5941 Highway 89, Harriston, Ontario N0G 1Z0, and must be received by the Town of Minto no later than the Closing Date and Closing Time of:

**10:00 am (EASTERN STANDARD TIME)**

**On**

**Thursday May 12, 2017.**

- c) The use of any means of delivery of a Quotation shall be at the risk of the Contractor.

- d) Before being placed in the Quotation box, the Proposal will be marked by the Manager, or designate, with the time and the date that the Quotation was received.
- e) On the Closing Date, commencing at 10:00 am, the Proposal envelopes will be opened and the names of the Contractors that have submitted Proposals will be recorded by the Opening Committee at the Town of Minto Municipal Office. The Opening Committee will consist of at least one staff person from the Facilities, Treasury and Clerk's Department. Following public opening, the Quotations will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- f) The Town will not accept a response to this Quotation by facsimile or other electronic device.
- g) All Quotations must be clearly written or typewritten. Erasures, overwriting or strike-outs shall be initialed by the person signing the Quotation.
- h) Late Quotations will be returned unopened.

**S.3 *Privilege Clause***

The Town reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Town shall not be required to award or accept a Quotation, or recall the Quotation at a later date:

- a) When only one bid has been received as a result of the Quotation;
- b) Where the lowest responsive and responsible bidder substantially exceeds the estimated cost of the goods or service;
- c) When all bids received fail to comply with the specifications of the Quotation terms and conditions;
- d) Where a change in the scope of work or specifications is required.

Further the Town reserves the right to accept any portion of a Quotation. Selection of the successful Quotation shall be subject to approval by the Council of the Town of Minto.

**S.4 *Any Communications***

Any communications regarding this Quotation must be addressed to the attention of Allan Carr, Recreation Facilities Manager.

**S.5 *Withdrawal or Revision of Quotation(s)***

- a) A Contractor may withdraw or revise all or part of a Quotation at any time up to the Closing Date and Closing Time.
- b) A Contractor may withdraw or revise all or part of a Quotation by submitting a letter requesting removal of the previously submitted Quotation from the Quotation box and bearing the signature of an authorized signing officer to the Director. The Director will mark thereon the time and date of receipt and will place the letter in the Quotation box. Requests made by telephone or fax will not be considered. The previously submitted Quotation will then be removed from the Quotation box and returned unopened to the Contractor and the Contractor may submit a revised or new Quotation.

**S.6 *Alterations or Variations***

No alterations or variations of the Agreement shall be valid or binding upon the Town of Minto unless authorized in writing.

**S.7 *Accuracy of Quotation and Related Documents***

The Town has provided herein specific technical, background and other information as accurately as possible, but assumes no responsibility for the completeness of the information presented in this Quotation, or otherwise distributed or made available formally or informally during this procurement process. Without limiting the generality of the foregoing, the Town will not be bound by, or be responsible for, any explanation or interpretation of the Quotation documents other than those prepared in writing. In no event shall Contractors rely on any oral statement by the Town or its agent, advisors or Consultants. All the information contained in this document, or from a separate written request or transmission from the Town is subject to the provisions of this section.

**S.8 *Oral Explanation or Interpretation***

No oral explanation or interpretation by the Town shall modify any of the requirements or provisions of the Document.

**S.9 *Due Diligence***

Contractors are solely responsible for conducting their own independent research, due diligence, and any other work or investigations, and for seeking any other advice necessary for the preparation of their proposal.

**S.10 *Contractor's Responsibility***

It will be the Contractor's responsibility to clarify with the Town any questions with respect to the Quotation documents in accordance with the procedure set out in any communications above before submitting their Proposal.

**S.11 *Addendum***

By the issuance of a cancellation or addendum, the Manager may cancel the Request for Quotation; revise, delete, add to or substitute any part of the Document; extend the Closing Date; or provide an explanation or interpretation.

**S.12 *Quotation Costs***

The Town will not be responsible for any costs incurred by a Contractor in preparing and submitting a Quotation.

**S.13 *Claims or Litigation***

The Town reserves the right not to accept a Quotation from or make an Award to any Contractor, which includes all non-arms-length corporations, which has a claim or instituted a legal proceeding against the Town or against whom the Town has a claim or instituted a legal proceeding with respect to any previous contracts, quotations or business transactions.

**S.14 *Freedom of Information***

The information collected will be used solely for the purpose stated herein. Questions about the collection of information should be directed to the contact listed under S.4 Any communications.

**S.15 *Non-Lobby***

If any employee, agent or other representative of any member of a Proponent makes any representation or solicitation to any elected representative of, or any Manager, Lead Hand, officer, employee or agent of the Town, the media, or consultants to the Town, with the exception of the contact listed under any communications above, whether before or after the submission of the Proposal, the Town will be entitled to reject the Quotation. The requirement does not extend to any public deputation that may be made to any Town committee.

**S.16 *Town of Minto Procurement By-Law***

This Quotation is subject to the Town of Minto's Procurement By-Law 04-4.

## **TERMS OF REFERENCE**

### **1.0 INTRODUCTION**

The intent of this Request for Quotation is to retain a competent contractor to provide all necessary materials needed to fulfill the Town of Minto's request. The following Terms of Reference outline the work as contemplated by the Town and are for guidance only. Specifications are provided on the attached Schedule A and subject to change. Town of Minto reserves the right to add, delete or modify Schedule A.

### **2.0 SCOPE OF WORK**

The Corporation of the Town of Minto is seeking Quotations for the services of:

- a) supplying rubber flooring and adhesive for the Palmerston Arena Dressing Rooms as outlined in Schedule A; and
- b) installing the rubber flooring including any extra preparations to the existing floor (the previous tile has been removed and disposed of).

### **3.0 ACCEPTANCE OF QUOTATION**

Any or all Quotations not necessarily accepted. Town of Minto reserves the right to reject any or all Quotations without stating a reason. Quotations will be initialed at the bottom of each page and all spaces to be completed in full for Quotation to be accepted.

### **4.0 ITEMS**

The successful bidder agrees to supply and apply all materials to fulfil the terms of this contract as specified in Schedule A.

### **5.0 SUPERVISION AND INSPECTION**

The properties are under the care and control of the Town's Facilities Department as prefaced in Schedule A. The Manager and Lead Hand will approve the purchase.

### **6.0 WSIB/INSURANCE**

The Contractor may be requested to provide the Town with a WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the Quotation.



## **7.0 INSURANCE**

Prior to award of the Quotation, the successful bidder must furnish to the Town, at their expense, certificate(s) of insurance satisfactory to the Town of Minto, as set forth below. In the event that the certificate(s) of insurance is/are not satisfactory, the Town of Minto may require the successful bidder to provide a certified copy of the policy. The certificate(s) in the amounts listed below are to be provided:

- a) \$5 million - commercial general liability

Such policy shall contain:

- a) A "Cross Liability" clause or endorsement.
- b) An endorsement certifying that the Town of Minto is added as an additional insured.
- c) An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town of Minto.

## **8.0 HEALTH AND SAFETY**

The Town of Minto is serious in its application of Health and Safety protocols. The Consultant is expected to adhere to all legislated and regulated health and safety regulations. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Town. The Contractor shall provide to the Town a copy of their Health and Safety policy, or a written statement that they have a Workplace Health and Safety policy in effect.

## **9.0 COMPLETION**

The supplies will be received no later than July 14, 2017. Time shall be of the essence in this agreement. If installation of the flooring is awarded, the flooring shall be installed no later than August 4, 2017.

## **10.0 REGULATIONS AND LAWS**

The Contractor shall abide by all applicable Federal, Provincial and Municipal Acts, By-laws and Regulations.

## **11.0 PAYMENT**

The Town of Minto agrees to pay the Contractor upon acceptance of the materials outlined in Schedule A, and following the installation if applicable.

**12.0 WITHDRAWAL**

The Town reserves the right to withdraw, at its discretion, this Request for Quotation at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any bidder as a result of such withdrawal.

**13.0 INDEMNITY**

The successful bidder shall indemnify and hold the Town 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 nuisance whether willful or otherwise by the successful bidder, its agents, officers, employees or other persons for whom the successful bidder is legally responsible.

**14.0 SITE EXAMINATION**

Bidders shall carefully examine the Place of Work.

**15.0 SCHEDULE A**

- a) Supply 3000 square feet of rubber tile flooring. The rubber tile shall be a minimum of 10mm thick and have a minimum 2mm thickness in the top coloured layer. Supply enough 2 part polyurethane adhesive to have the tile glued to the floor.
- b) Install 3000 square feet of rubber tile flooring as directed ensuring proper preparation on existing floor is completed prior to installation.

**16.0 CONTRACTOR CONTACT INFORMATION**

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HST #: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

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Palmerston Arena Dressing Room Floor Replacement - 2017  
TOWN OF MINTO

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**17.0 REFERENCES**

List 2 references for which you have completed prior work.

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**Attn: Mr. Allan Carr**

We, the undersigned, declare that we have carefully examined the General Instructions and the Scope of Work.

We declare that if this bid is accepted within 10 days of the date of Request for Quotation Closing, we will execute a contract to provide all the material and perform all the work described in those documents within the project completion schedule for the sum of:

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\_\_\_\_\_ (\$\_\_\_\_\_ ) Canadian Dollars,

including all applicable taxes and charges, excluding HST.

Must be completed by specified dates

\_\_\_\_\_  
Signature

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