



**REQUEST FOR PROPOSAL**  
**Town File Number: FAC 2018-03**

**Harriston Pool Repairs and Upgrades**

The Town of Minto is requesting proposals for the following work:  
Replacement of skimmer and return fittings and lines, pool heater, liner and coping, specified work on pool deck and new non-entrapment shut-offs

Proposals must be received by 10:00 a.m; April 4, 2018  
In a sealed package marked  
**Harriston Pool Repairs and Upgrades FAC 2018-03**

Delivered to:  
Allan Carr, Facilities Manager  
5941 Highway 89  
Harriston ON N0G 1Z0

There will be a public opening for this Request for the proposal. Any award of the proposal is subject to approval of the Town of Minto Council.

If proposals arrive after the above deadline, the Town reserves the right, entirely at its discretion, to give or not give such proposal consideration.

Should a contract result from this proposal the name(s) of the successful bidder will be available to anyone upon request. The staff report to Council, if applicable, may bear the name of the bidders for the project and their respective bid amount. Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

This document consists of a Title Page (page 1), Form of proposal (page 2), Bid Document (page 6), and Bid Submission (Page 10). Bidders must review all four sections and confirm by initialing all pages that they have read and understand the contents. Please make sure all relevant forms and documents are signed and completed to ensure your bid is complete.

**Form of Proposal**

**a) Definitions**

The following definitions shall apply throughout the Quotation:

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

“Award” refers to the selection by the Town of Minto a successful proposal for the provision of the goods, services and/or supplies under this process.

“Bidder” refers to any person or corporation participating in this proposal

“Town” refers to Corporation of the Town of Minto.

**b) Qualification**

The bidder has carefully examined the provisions, plans, specifications and conditions attached to this proposal and has carefully examined the site and/or locations of the goods, services and supplies to be provided, where applicable, and the bidder understands and accepts the said provisions, plans, specifications and conditions, and for the prices set forth in this proposal, hereby offers to furnish all expertise, equipment, machinery, tools, apparatus, personnel, and other means of construction or production, needed to furnish all the goods, services and/or supplies, 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 proposal

**c) Instruction**

All pages of this document shall be returned with the proposal submission, and all pages of this document shall be initialed and completed in full by the bidder in the space provided, and included in a sealed envelope, or in the envelope supplied if applicable.

**d) Warranty**

I/We the Bidder (s) hereby certify that I/we will provide the goods, services and/or supplies as outlined in this proposal, and to diligently perform in accordance with the terms of this bid, upon award by the Town, without undue delay.

(Name of Firm or Individual – Bidder): \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I have authority to bind the company.

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

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

**e) Process for Receipt and Opening of Proposal**

- i. The Form of tender and other documents that make up the bid shall be placed in a sealed envelope, along with any bid deposit or security outlined in the proposal and delivered to the Town office where the sealed envelope will be date stamped and a list compiled of sealed bids received for the provision of goods, services and/or supplies.
- ii. On the Closing Date sealed bids received and marked will be opened and the names of the bidders will be recorded by the Opening Committee at the Town of Minto Municipal Office. In some cases the gross bid amount may be read, except however such amount shall not be the final bid amount until such time as the bids have been reviewed and checked for accuracy and confirmed by the Town, at its sole discretion, as accurate.
- iii. The Opening Committee will consist of the C.A.O. Clerk or Department Head responsible for the area of work requiring the goods, services and/or supplies, and staff from the Treasury Department and Clerk's Department, or designate. Unless specified otherwise, opening of the proposal shall be public so that bidders recorded at the Town office may observe the opening. Following public opening, bids will be assessed to determine adherence to the terms of this document prior to a recommendation to Council for award.
- iv. Unless specified otherwise the Town will not accept a response to this proposal by facsimile or other electronic means.
- v. All bids must be clear and readable. Erasures, overwriting or strike-outs shall be initialed by the person signing the bid.
- vi. Late bids will be rejected.

**f) Privilege Clause**

The Town reserves the right, in its sole discretion, to accept or reject any bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. The Town may, at its sole discretion, reject bids that are non-compliant or irregular; and the Town may, at its sole discretion, accept a bid that is non-compliant or irregular. Without limiting the generality of the foregoing, the Town shall not be required to award or accept a bid, or may recall the proposal at a later date:

- i. When only one bid has been received;
- ii. Where the lowest responsive and responsible bidder exceeds the budgeted cost of the goods, services and/or supplies;
- iii. When all bids received fail to comply with the specifications of the proposal terms and conditions;
- iv. Where a change in the scope of work or specifications is warranted.

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

**g) Communications**

Any communications regarding this proposal must be addressed to the Primary Town Contact listed on the Title Page of this document.

**h) Withdrawal or Revision of Bids**

A bidders may withdraw or revise all or part of a bid at any time up to the Closing Date and Closing Time by submitting a letter requesting removal of the previously submitted bid to the C.A.O. Clerk or Department Head responsible for the proposal who will exchange the original sealed bid with the replacement sealed bid (if any) which will be marked and identified in accordance with part **e)** above. Requests made by telephone or fax will not be considered. The previously submitted bid will be returned unopened to the bidder.

**i) Alterations or Variations**

No alterations or variations of the proposal shall be valid or binding upon the Town of Minto unless authorized in writing or other means specified in the bid documents.

**j) Accuracy of Bid Document and Related Material**

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 document, 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 bid documents other than those prepared in writing. In no event shall bidders 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.

**k) Oral Explanation or Interpretation**

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

**l) Due Diligence**

Bidders 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 submission. It is the bidder`s responsibility to clarify with the Town any questions with respect to the bid documents in accordance with the procedure set out in herein before submitting a bid.

**m) Addendum**

By the issuance of a cancellation or addendum, the Town may cancel the proposal revise, delete, add to or substitute any part of the bid document, extend the Closing Date, or provide an explanation or interpretation.

**n) Quotation Costs**

The Town is not responsible for any costs incurred by a bidder to prepare and submit a bid.

**o) Claims or Litigation**

The Town shall reject all bids submitted by a bidder if that bidder (or a related person, as determined by Council) is engaged in a legal action (including arbitration) with the Town unless this provision is waived by Council, in its sole and absolute discretion.

**p) Freedom of Information**

The information collected will be used solely for the purpose stated herein. Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

**q) Non-Lobby**

If any employee, agent or other representative of any bidder makes any representation or solicitation to any elected representative of the Town, committee or staff member or any other 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 bid, the Town will be entitled to reject the bid. The requirement does not extend to any public deputation that may be made to Council or any Town committee.

**s) Town of Minto Purchasing By-Law**

This proposal is subject to the Town of Minto's Purchasing By-Law in affect at the time of the call goods, services and/or supplies.

## Bid Document

### **1. BACKGROUND**

The Harriston Kinsmen Pool was constructed in 1975. The pool recently began losing water and it was discovered the loss was partially due to deteriorating skimmers and return fittings. The Town is looking replacing the aging skimmers and returns along with some other upgrades including a pool liner and coping

### **2. SUBMISSIONS**

Proposals submitted in envelopes clearly marked as to contents, will be received at the Town of Minto Administration Office

5941 Highway 89

Harriston, ON N0G 1Z0, until 10:00 a.m., local time on April 3, 2018

### **3. SCOPE OF WORK**

- The required deck fill and piping will be removed by the Town of Minto as requested by the contractor awarded the job
- Remove and replace existing (8) eight skimmers and (12) twelve return fittings
- Supply and install new skimmer and return lines back to the mechanical room
- Supply and install new concrete to repair deck trenching while replacing existing deck features including the diving board, starting blocks, ladders and guard chairs
- Tie in new skimmer line to existing suction header
- Supply and install a new pool liner (minimum 30 MIL) and coping
- Install non-entrapment shut off on filtration system
- Supply and install new pool heater
- Pricing must include all freight/shipping, electrical, rigging, piping, fitting, removal and disposal (all-inclusive price no add-ons)

### **4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

Submissions by bidders become records of the municipality and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

### **5. QUALIFICATIONS**

No bidder shall submit under this proposal unless they have the skills, ability and qualifications to provide the goods, services and/or supplies in accordance with applicable federal or provincial law, and shall demonstrate such skills, abilities or qualifications explicitly in the proposal if required to do so in the bid documents, or prior to the award if requested to do so by Town representatives at their sole discretion.

## **6. COMPLETION DATE**

The completion date for the provision of all goods, services and/or supplies required under this proposal shall be 5:00 p.m., local time on: June 1, 2018

Failure to provide goods, services and/or supplies under this proposal shall result in the following liquidated damages, if applicable:

The Town pool opens on Monday June 11, 2018 for a full season of swimming lessons and public swim sessions. It is imperative that the pool be open and functioning June 1, 2018 so that pool staff can prepare for the season. A minimum two weeks in advance of the completion date for the work under this proposal the successful contractor shall provide a schedule of final works demonstrating to the Town staff how the pool will be made safe and operational prior to June 1, 2018.

## **7. AGREEMENT**

Prior to proceeding with the work required by this proposal, the successful bidder shall be required to enter into a written agreement with the Town, on terms directed by the Town, for providing the goods, services and/or supplies under this proposal.

## **8. EVALUATION**

Bids submitted for goods, services and/or supplies under this proposal shall be reviewed using the following general criteria:

1. The Town is satisfied that such purchase represents “best value” to the Town considering requirements of its purchasing by-law and applicable policies.
2. Bidders or suppliers have the capacity, skill, ability, past performance, accessibility, quality, service, availability, affordability, reliability, best practices, environmental benefit, proximity and similar as the case may be to supply such goods, services and/or supplies.
3. The Bidders ability to comply with the Town’s requirement that the pool be safe and operational on or before June 1, 2018.

## **9. APPLICABLE LAW**

This proposal and any award that may develop as a result call shall be governed by and construed in accordance with the laws of the Province of Ontario.

## **10. NO TOWN OBLIGATION TO AWARD**

Publication of this proposal and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town to award a contract to provide goods, services and/or supplies to any bidder. The Town may at its sole discretion award proposal or split the award where such actions would be in the best interest of the municipality keeping in mind the criteria in outlined in Part 9 Evaluation.

The Town of Minto reserves the right to cancel this proposal for any reason without any liability to any bidder, or to waive irregularities at their own discretion. Proposals shall be irrevocable for 30 days until the Town of Minto awards a contract, or cancels this proposal whichever first occurs.

The Town of Minto reserves the right to reject any or all proposals, to negotiate with any firm submitting a proposal and to accept the proposal deemed most favourable in the interests of the Town of Minto.

The lowest or any proposal may not necessarily be accepted. The Town of Minto or its agents do not accept any responsibility for costs or expenses incurred by the bidder in preparing the proposal.

### **13. WSIB/INSURANCE**

In response to any requirement in any proposal or upon request, bidders shall provide to the Town proof of WSIB certificate of clearance, and a copy of their insurance policy prior to the award of the proposal.

### **14. INSURANCE**

Prior to award of any proposal, or upon request, bidders shall, at their expense provide 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.

### **15. HEALTH AND SAFETY**

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

## **16. ENVIRONMENT AND ENERGY EFFICIENCY**

When procuring goods, services and/or supplies, the Town of Minto supports methods that protect the environment and use energy in an efficient and affordable manner. The Town supports innovation and initiative that promotes energy efficiency and improving the quality of the natural environment keeping in mind issues of affordability, maintenance and operating costs.

## **17. PAYMENT**

The Town of Minto agrees to pay for such goods, services and/or supplies provided for in this bid, once awarded, in accordance with the terms of this bid document and/or the agreement signed upon approval by Town of Minto Council

## **18. 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 including 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.

## **19. INQUIRIES**

For further information regarding this proposal contact:

Allan Carr, facilities Manager, Facilities Department

By appointment at the Town office during normal business hours at

5941 Highway 89

Harriston, ON N0G 1Z0, or

Phone: 519-323-7039; Fax 519-338-2005 or email at [al@town.minto.on.ca](mailto:al@town.minto.on.ca)

**Bid Submission**

**Contractor Information**

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

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

\_\_\_\_\_

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

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

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

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

**REFERENCES**

List 2 references for which you have completed prior work.

\_\_\_\_\_  
\_\_\_\_\_

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 30 days of the date of the proposal, 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:

\_\_\_\_\_

\_\_\_\_\_ (\$\_\_\_\_\_) Canadian Dollars, including all applicable taxes and charges, excluding HST.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature