



REQUEST FOR QUOTATION
Town File Number: FAC 2018-04

Palmerston Arena Light Replacement

The Town of Minto is requesting quotations for the following work:
Replacement of the Palmerston Arena Lights

Quotations must be received by 10:00 a.m.; May 29, 2018
In a sealed package marked
Palmerston Arena Light Replacement FAC 2018-04

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

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

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

Should a contract result from this quotation 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 quotation (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 Quotation

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 quotation for the provision of the goods, services and/or supplies under this process.

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

“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 quotation 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 quotation, 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 quotation.

c) Instruction

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, 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 quotation, 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 Quotation

- 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 quotation 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 arena lights at the Palmerston arena were last replaced in 2007 and we were informed by our suppliers that ballasts to repair the lights were no longer available in the fall of 2017. We are looking at replacing the existing arena lights in Palmerston with a programmable LED light system, similar to what was installed at the Harriston arena last year.

2. SUBMISSIONS

Quotations 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 May 29, 2018

3. SCOPE OF WORK

An arena lighting system at the Palmerston arena shall be provided by and installed by a local electrician (residing in or owning a business within the Town of Minto) with the following specifications to be met:

- Surge Protection on Fixture to be 6KVA
- Watts/Fixture and Light Layout Drawing to be provided – Min. 30 foot candles, averaging 500 lux or 46.45 foot candles (based off IIHF Ice Rink Guide and IES guidelines)
- Maintenance Schedule to be provided for fixtures with lumen depreciation shown to be 5-30% at 100,000 hours
- Resistance to Cold and Heat to be from -40 degrees C to 50 degrees C, with fixtures being suitable for condensation found in arena environments
- Warranty provided is to include covering labour costs if product is faulty during first year of operation. Repaired or replaced fixture is to match fixture being replaced to match lighting layout
- Replacement fixtures or parts for repair must be made readily available to the Town of Minto within one week of reported problem
- Uniformity is to be under 1.7 (maximum foot candle reading divided by minimum foot candle reading)
- DLC must be on the Model Number of all fixtures provided
- Remote Control for Individual Fixtures with Dimmers
- Cages for fixtures, plug in cords and other accessories to be identified and included in price
- Companies bidding on project must complete and submit Grant Application(s) with subsidies listed on the quotation
- A site visit is required, and measurements required are the responsibility of the contractor
- A list of two references in arena facilities is to be provided with the quotation

Shop drawings, warranty information and a lighting layout drawing are to be provided with the quotation.

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 quotation 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 QUOTATION 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 quotation shall be 5:00 p.m., local time on: August 17, 2018

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

The Palmerston Fall Fair begins August 17, 2018. It is imperative that the arena lights be functioning for August 17, 2018 so that facilities staff can prepare for the ice season. A minimum four weeks in advance of the completion date for the work under this quotation, the successful contractor shall provide a schedule of final work demonstrating to the Town staff how the arena will be made safe and operational prior to August 17, 2018.

7. AGREEMENT

Prior to proceeding with the work required by this quotation, 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 quotation.

8. EVALUATION

Bids submitted for goods, services and/or supplies under this quotation 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 August 17, 2018.

9. APPLICABLE LAW

This quotation and any award that may develop as a result 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 quotation 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 quotation 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 quotation for any reason without any liability to any bidder, or to waive irregularities at their own discretion. Quotations shall be irrevocable for 30 days until the Town of Minto awards a contract, or cancels this quotation whichever first occurs.

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

The lowest or any quotation 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 quotation.

13. WSIB/INSURANCE

In response to any requirement in any quotation 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 quotation.

14. INSURANCE

Prior to award of any quotation, 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 quotation 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

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 QUOTATION, 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