

**THE CORPORATION OF THE MUNICIPALITY OF POWASSAN**

466 MAIN STREET, POWASSAN, ONTARIO P0H 1Z0

***REQUEST FOR TENDER***

**“SPORTSPLEX TRUSS SYSTEMS MODIFICATIONS”**

433 MAIN STREET, POWASSAN, ONTARIO

**Date Issued: April 6, 2018**

**Closing Time: Monday April 23<sup>rd</sup>, 2018, 12:00 p.m. EST**

# THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

466 MAIN STREET, POWASSAN, ONTARIO POH 1Z0

## “SPORTSPLEX TRUSS SYSTEM MODIFICATIONS”

433 MAIN STREET, POWASSAN, ONTARIO

### REQUEST FOR QUOTE FOR:

Sportsplex Truss System Modifications as detailed in the attached Drawing SK-1A and SK-2A from Bry-Co Engineering Ltd. dated March 1, 2018.

**The bidder will submit all bids in a sealed envelope clearly marked “Powassan Sportsplex Truss System Modifications” to be received by:**

CAO-Clerk-Treasurer  
Municipality of Powassan  
466 Main Street  
Powassan, ON POH 1Z0

**Request for Quote Closing Date: Monday April 23<sup>rd</sup> , 2018**

**Request for Quote Closing Time: 12:00 p.m. Local Time**

Quotations received after this date and time will not be considered. E-mailed and/or Faxed proposals will not be accepted.

**Request for Quote Opening Time: 12:05 p.m. Local Time**

A Mandatory Site meeting date has been tentatively set for **Monday, April 16<sup>th</sup> , 2018 at 1:00 p.m. at the Powassan Sportsplex located at 433 Main Street, Powassan, ON.** Please contact Mark Martin, CBO at 705-724-2813 or [MMartin@powassan.net](mailto:MMartin@powassan.net) to confirm your attendance.

The awarding of this contract shall be conditional upon funding availability and approval of Municipal Council. The Municipality reserves the right to accept or reject any proposal based upon its own evaluation. The lowest or any quotation will not necessarily be accepted.

## **1. Site Authority**

Mark Martin

Chief Building Official, 705-724-2813

All work must be performed to the satisfaction of the BRY-CO Engineering Ltd and Site Authority or designate.

## **2. Clarifications**

a. All conditions and provisions of the RFQ are deemed accepted by the Bidder and incorporated by reference in his/her Quotation, except such conditions and provisions as are expressly excluded in the Quotation.

b. All contractual questions relating to this RFQ and all technical questions should be directed to the BRY-CO Engineering Ltd and Site Authority. Responses, if not already addressed in this RFQ, will be addressed in the form of an addendum, if required. No oral interpretations will be effective to modify any provisions of the Quotation, unless a written addendum has been issued by the Municipality of Powassan prior to the RFQ closing.

## **3. Acceptance or Rejection of Proposals**

The Municipality of Powassan reserves the right to accept or reject any or all Quotations submitted based upon its own evaluation.

## **4. Proposal Expiry Date**

Bidders hereby acknowledge that offers contained within their quotations shall remain open for acceptance by the Municipality of Powassan for a period of not less than sixty (60) business days from the closing date established for this RFQ.

## **5. Execution of Contract**

The Form of Proposal must be signed by the Bidder expressing interest or the authorized signing officer of the Bidder's company.

Should the Bidder fail to execute the Contract or provide the required document within twenty-one (21) business days of award notification, the Municipal Clerk may:

- a. Grant additional time to fulfill the requirement;
- b. Recommend award of the Contract to the another responsive and responsible Bidder; or
- c. Cancel the awarded Contract and seek damages accordingly.

## **6. Termination**

- a. If the Bidder fails to comply with any request, instruction or order of the Municipality of Powassan; or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to execute the work with proper conduct, skill and diligence; or assigns or sublets the Contract or a portion thereof without the consent of the Municipality of Powassan; or refuses to correct deficiencies; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract; then, in any such case, the Municipality of East Ferris may, upon expiration of ten (10) days from the date of written notice to the Bidder, terminate the Contract. Upon termination for default, the payment may be withheld at the discretion of the Municipality of Powassan.
- b. The Municipality of Powassan reserves the right to terminate the Contract, in whole or in part, whenever the Municipality of Powassan determines that such termination is in the best interest of the Municipality of Powassan without showing cause.

## **7. References**

Bidders are to provide references on a separate page, listing at least two references (preferably of similar services provided). The references listing shall be submitted with the Quotation.

## **8. Freedom of Information**

The Municipality of Powassan will comply with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

## **9. Prices**

All pricing shall be in Canadian Funds, all applicable taxes included with the exception of HST, which will be considered as extra to the cost.

## **10. Guarantee**

The Bidder hereby covenants and agrees:

- a. to perform the Contract in accordance with the RFQ and the RFQ submission as awarded;
- b. to save the Municipality of Powassan, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee;
- c. to guarantee the service as specified;

d. to furnish adequate protection from damage for all work and to repair damage of any kind to their own work or the work of the others for which their employees are responsible;

e. to pay for all permits, licenses and fees (where applicable), and to give all notices and comply with all by-laws and regulations of the Municipality of Powassan.

**11. Warranties**

a. All materials used must carry a minimum of one year (1) unlimited warranty from manufactures defect.

b. The successful contractor will warranty all workmanship for a minimum of one (1) year in writing to the owner.

**12. Facility Access**

Facility access must be arranged by the Bidder with the Site Authority.

**13. Protection of Property**

The Bidder shall be held responsible for any damages, including fire, as the result of their performance of the work described herein.

**14. Workplace Safety & Insurance Board**

The Bidder must supply proof of good standing with the Workplace Safety & Insurance Board.

**15. Insurance**

a. The Bidder agrees to indemnify and save harmless the Corporation of the Municipality of Powassan for any claim demand arising out of the performance by the Bidder of the Contract. The Bidder agrees to maintain comprehensive liability insurance covering all operations and liability assumed under the Contract (naming the Municipality of Powassan as an additional insured).

b. The Bidder agrees to have a limit of liability of not less than **\$2,000,000** inclusive for any one occurrence.

**16. Licensing**

The Bidder will be responsible for a strict adherence to all Federal, Provincial, and Municipal codes, by-laws and regulations, and must obtain all permits and licenses as required by law.

## **17. Safety Regulations and Labour Codes**

The Bidder must adhere to all safety rules, regulations, and labour codes required by law.

## **18. Influence**

- a. No person, company, corporation, or organization shall attempt in any way, either in private or in public, to influence the outcome of any Municipality purchasing process.
- b. The bid, quotation or proposal of any person, company, corporation, or organization that does attempt to influence the outcome of any Municipality purchasing process will be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension under the Vendor Performance Policy.

## **19. Omission**

The Municipality of Powassan reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this RFQ.

## **PROJECT SCOPE STATEMENT**

Contractor is to:

1. Review and consider all attached documentation.
2. Review site conditions to ensure familiarity with work requirements. Verify all measurements prior to commencement of work and report any discrepancies to the engineer.
3. Submit unit, itemized, alternative and separate prices to the owner after the award of contract for review and action by the owner.
4. Coordinate work dates and hours with the Site Authority and the Recreation and Facilities Manager.
5. Provide all of the materials, equipment, and labour necessary to complete the work.
6. Ensure that all work, is verified by the engineer.
7. Ensure that all work is done in accordance with the Ontario Building Code and the Ontario Ministry of Labour Health and Safety Act.
8. Modify the truss system as detailed in the attached Drawing SK-1A and SK-2A from the Bry-Co Engineering Ltd. Dated March 1, 2018.

9. Once work is completed, remove all equipment and excess materials and leave the area in the same condition that it was found.

10. All work and site remediation must be completed by September 1, 2018. Schedule of work will be determined with the Site Authority and the Manager of Recreation and Facilities based on events and other construction in the facility.

11. The successful contractor will be responsible for all permits required by law.

12. All electrical/ mechanical work will be performed by qualified personnel as per the regulation set out by the governing bodies.

**Authorization of Bidder**

NAME of COMPANY: \_\_\_\_\_

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

TELEPHONE NO: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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

NAME (Print) \_\_\_\_\_

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

**Price to Supply & Install**

Cost \_\_\_\_\_

HST \_\_\_\_\_

Total Cost \_\_\_\_\_