



**TENDER - 3138-2019 -Town Centre Painting**  
PAINTING OF MUNICIPAL OFFICES  
TOWN OF INGERSOLL

Tender request is for painting of the Municipal Offices located at  
130 Oxford St in Ingersoll.

Written Tenders will be received in a sealed envelope until **11:00 a.m Thursday April 18, 2019**  
**local time by the undersigned.**

Attn' Shannon Vanderydt, Property Manager  
TENDER-3138-2019 -Town Centre Painting  
The Corporation of the Town of Ingersoll  
130 Oxford Street, 2<sup>nd</sup> Floor  
Ingersoll, Ontario N5C 2V5

**INFORMATION TO PROPONENTS**

1.	Scope of Project.....	3
2.	Project Timeline .....	3
3.	Date of Tender Submission .....	3
4.	Mandatory Site Visit .....	3
5.	General Painting Procedure .....	4
6.	Cleaning Up .....	4
7.	Sub-Contracting .....	4
8.	Painting Materials, Supplies and Equipment .....	4
9.	Commencement of Work .....	5

**INFORMATION TO TENDERERS**

1.	Submission Format .....	5
2.	Disqualification .....	5
3.	Examination of Documents .....	5
4.	Tender Withdrawl or Replacement.....	5
5.	Tender Evaluation .....	5
6.	Tender Deposit.....	5
7.	Requirements at Time of Closing .....	6
8.	Tender Award Procedure.....	6

**GENERAL CONDITIONS**

1.	Workplace Safety and Insurance Act .....	6
2.	Indemnification .....	6
3.	Liability Insurance.....	6,7
4.	Occupational Health and safety Act .....	7
5.	Freedom of Information .....	7
6.	Accessibility for Ontarian's with Disability Act 2005 .....	7
7.	W.H.M.I.S. Requirements .....	7
8.	Addendums .....	7
9.	References .....	7
10.	Ladder Training .....	7
11.	Assignment of Agreement .....	7
12.	Night, Sunday and Holiday Work .....	7
13.	Extra Work .....	8
14.	Delay in Execution of Work .....	8
15.	Laws and Regulations .....	8
16.	Protection of Property.....	8
17.	Cancellation.....	8

**SCHEDULE OF ITEMS**

18.	Schedule A .....	9
18.1.	Schedule B .....	10
18.2.	Schedule C .....	11
18.3.	Schedule D .....	12
18.4.	Schedule E .....	13
19.	Proponent Information .....	14
20.	Acknowledgement to Receipt of Addenda .....	15
21.	The Proponent Declares .....	15
22.	Proponent's Experience and References .....	16



## INFORMATION TO PROPONENTS

### 1. Scope of Project

The Town would like to contract the painting of the municipal offices and common areas listed below at Town Centre located at 130 Oxford St in Ingersoll. We are requesting that each Schedule listed below be individually quoted.

Schedule A - Town Hall, 2<sup>nd</sup> floor Administrative offices

Schedule B - Town Hall, 2<sup>nd</sup> floor Building, Engineering offices

Schedule C - Town Hall, 2<sup>nd</sup> floor common area, hallway, ceiling

Schedule D - Town Hall, 2<sup>nd</sup> public bathrooms, men's and women's

Schedule E - Town Hall, 1st floor common area, hallway, basement stairwell and ceiling

### 2. Project Timeline

**The painting of all noted areas is to be fully completed by Friday May 31, 2019. If not completed there will be a daily penalty fee of \$100 until project is complete.**

### 3. Date of Tender Submission

Written Tenders will be received in a sealed envelope until:

**11:00 a.m Thursday April 18, 2019 local time by the undersigned.**

Attn' Shannon Vanderydt, Property Manager

#### **TENDER-3138-2019 -Town Centre Painting**

The Corporation of the Town of Ingersoll  
130 Oxford Street, 2<sup>nd</sup> Floor  
Ingersoll, Ontario N5C 2V5

Submissions received by the date and time of closing will be opened immediately following the time of Tender closing.

### 4. Mandatory Site Visit

There is a **mandatory site visit at the Town Centre, located at 130 Oxford St, Thursday, April 4, 2019 at 10:00 a.m.** The site visit is expected to take one hour. Proponents not in attendance at the site visit will be disqualified from the selection process.

## 5. General Painting Procedure

- Previously painted surfaces in reasonably good condition shall be sandpapered down and dusted off.
- All surfaces **MUST** be thoroughly washed down with clean water.
- All areas not specified to be painted shall be protected and paint shall not be mixed on any floor or area without proper protection of the surfaces not subject to painting under this contract.
- Any spot requiring drywall compound, sanding, **MUST** be primed & inspected by the Property Manager before applying the finishing coat of painting. Tenderers are to allow for these repairs in their Tenders. The whole of the preparation work shall be completed and approved by the Property Manager before applying the finishing coats of paint.
- The Contractor shall give at least 24 hours' notice to the Property Manager of their intention to commence each operation in the preparation of the surfaces.
- Paint shall be applied by means of quality hand brush or roller application.
- Spray painting **will not be** permitted and shall not be allowed for in this Tender.
- All walls and ceilings painted shall be given two (2) finishing coats of paint in addition to the preparation and priming specified.
- The Contractor shall take all possible care to protect internal surfaces furnishings and furniture
- Removal and replacing of wall outlet plates and electrical switch plates
- The finishing colour of paint will be supplied to the Contractor by the Town of Ingersoll after acceptance of Tender.

## 6. Cleaning Up

- It is essential that upon the cessation of work each day, that the property shall be left clean and habitable. Any rubbish as a result of the carrying out of the work herein specified must be removed daily. All waste material created external of the secure site must be removed or placed in secure containers to prevent misuse of the waste or materials by unauthorized persons.

## 7. Sub-Contracting

- Contractors shall not sub-contract any part of the work.

## 8. Painting Materials, Supplies and Equipment

- All scaffolding, mechanical lifts, planks, ladders, drop cloths, paint brushes and similar, shall be supplied by the Contractor for proper and safe execution of the works and shall be to the satisfaction of the Property Manager, and shall comply with all relevant scaffold and lifts codes. Contractor and staff must have Working at Heights training and lift device training.
- All materials, supplies, priming paint and labour shall be supplied by the Contractor with the exception of the finishing paint which will be supplied by the Town of Ingersoll.
- The finishing paint being supplied to the Contractor by the Town of Ingersoll used is a Benjamin Moore product;
  - Scuff X eggshell being used on walls
  - Scuff X pearl being used on doorways and window frames
  - Ceiling paint used on open foyer ceilings
- All paint products must be used in accordance with the manufacturer's directions regarding application and suitability for purpose. Contractor to supply all necessary equipment to perform.



## 9. Commencement of Work

- The Contractor shall notify the Property Manager 24 hours prior to his commencing the work. Any works carried out prior to this notification shall not be accepted as work carried out under the terms of this Contract.

## Information to Bidders

### 1. Submission Format

Forms to be submitted with the Tender must be completed in their entirety in hard copy. All entries shall be clear and legible and made in a non-erasable and signed in ink. Submissions may be mailed, couriered or hand-delivered to the appropriate location.

### 2. Disqualification

The Corporation reserves the right to reject any or all tenders. Failure of the Proponent to satisfy any term or condition of this tender may result in the rejection of said tender. Further, any incomplete tenders, tenders not properly signed/dated, tenders received after the closing date/time, tenders completed in pencil, tenders with incomplete calculations, and tenders lacking required information will be rejected as incomplete.

### 3. Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of the tender documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by this tender. Prices must include all incidental costs and the Proponent must be satisfied as to the full requirements of the tender.

### 4. Tender Withdrawal or Replacement

Any Tender may be withdrawn prior to the scheduled time for Tender Closing by submitting written notice to the tender contact. Replacement Tenders are welcome until the Tender Closing.

### 5. Tender Evaluation

All submissions must be in compliance with the requirements of the tender process in order to be considered for evaluation.

Even though Tenders are received based on furnishing product which may meet the minimum requirements indicated, it is not intended that this alone shall limit the award but that other factors shall be considered together with any related experience the Corporation may or may not have had.

All qualified Tenders will be reviewed and evaluated by the selection committee.

Proponent's experience will form part of the review and lack of related experience may be cause for selection of another proponent rather than the low tender.

### 6. Tender Deposit

Every Tender shall be accompanied by a Certified Cheque payable to The Town of Ingersoll, in the sum of **FIVE THOUSAND DOLLARS (\$ 5,000)**. The deposit of the Two (2) lowest Bidders will be retained until the formal contract has been signed. The successful Bidder's cheque will be retained until completion of the work in lieu of a bond.



## **7. Requirements at Time of Closing**

A complete Tender include the below documents;

Schedule A - Town Hall, 2<sup>nd</sup> floor Administrative offices  
Schedule B - Town Hall, 2<sup>nd</sup> floor Building, Engineering offices  
Schedule C - Town Hall, 2<sup>nd</sup> floor common area, hallway, ceiling  
Schedule D - Town Hall, 2<sup>nd</sup> public bathrooms, mens & womens  
Schedule E - Town Hall, 1st floor common area & basement stairwell  
Proponent Information  
Proponent References  
Tender Deposit  
Any Acknowledgement to Addenda's

## **8. Tender Award Procedure**

All Tenders shall be final and binding on the Proponent for a period of 60 (sixty) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the Proponent is requested to do so by the Corporation.

The Corporation will notify the Successful Proponent of the award. Subject to an award of the tender, the successful bidder is required to submit the following documentation in a form satisfactory to the Town for execution within ten (10) working days after being notified to do so in writing:

- 1. Insurance Documents**
- 2. Letter of Good Standing from the Workplace Safety and Insurance Board**
- 3. Ladder Training / Working at Heights / Lift Device Training Certificates**
- 4. WHIMIS Requirements**

If the Tenderer for any reason, defaults or fails in any matter or thing referred to under "Tender Award Procedure", the Town reserves the right to accept any other, advertise for new tenders or carry out the work in any way as the Town may, at its sole discretion, deem best.

## **GENERAL CONDITIONS**

### **1. Workplace Safety and Insurance Act**

The Successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Professional Service Agreement. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the agreement period.

If the Proponent does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Corporation at time of execution of the agreement.

### **2. Indemnification**

The Successful Proponent shall indemnify and hold harmless the Corporation, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.



### **3. Liability Insurance**

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) Commercial General Liability insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:
- A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
  - The Corporation shall be added as an additional insured with respect to the operations of the Named Insured
  - The policy shall contain a provision for cross liability in respect of the Named Insured
  - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage
  - Products and completed operations coverage
  - Broad Form Property Damage
  - Contractual Liability
  - The policy shall provide 30 days prior notice of cancellation

### **4. Occupational Health and Safety Act**

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work. For construction related agreements, the Proponent agrees to assume the role of the Constructor under said Act as it relates to the completion of this agreement.

### **5. Freedom of Information**

The Corporation is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

### **6. Accessibility for Ontarian's with Disability Act, 2005**

The successful vendor shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act*, AODA 2005 and regulations thereto, in effect during the term of this Contract, in respect of all goods or services provided by the successful vendor on behalf of the Town. This shall include, but is not limited to, training relating to and ensuring compliance with the policies, practices and procedures of the Town respecting the provision of goods and services to person with disabilities, as may be in effect from time to time during the term of the contract.

### **7. W.H.M.I.S. Requirements**

Prior to implementation, the vendor must supply a detailed list of all controlled/hazardous products to be used during the custodial services contract including Safety Data/Material Safety Data Sheets, to be approved by the Town of Ingersoll.

### **8. Addendums**

The bidders are responsible for obtaining any addendums/acknowledgement of addenda. Addendums will be posted on the Town of Ingersoll's website and Biddingo.com. It is recommended that bidders sign up for e-alerts which will advise them of any changes to the original tender. Sign up for e-alerts with the Town of Ingersoll <http://www.ingersoll.ca/e-alert>



## **9. References**

Proponents shall provide three (3) references from firms where similar services have been performed within the last five years. References will be equal in complexity and service requirements as outlined in this Tender.

## **10 . Assignment of Agreement**

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such agreement, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

## **11. Night, Sunday and Holiday Work**

Work during the night, on Sundays or on Statutory Holidays shall be permitted with the written permission of the Corporation.

## **12. Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Tender.

## **13. Delay in Execution of Work**

The Successful Proponent agrees that they will be in position to perform all the work called for under the agreement. Damages will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Successful Proponent will pay to the Corporation the sum of One Hundred Dollars (\$100.00) per day for liquidated damages for each and every calendar days delay in completing the work beyond the start date prescribed, and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed start date.

## **14. Laws and Regulations**

The Successful Proponent shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work. Must submit working at Heights Certificate, ladder training and lift training certificates for all persons.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

## **15. Protection of Property**

The Successful Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from this Agreement. Any damage done to the surrounding property must be made good to the satisfaction of the Corporation of the Town of Ingersoll.

## **16. Cancellation**

If the Proponent should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Proponent. Continued failure of the Proponent to execute the work properly shall result in a termination of Agreement.

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.. The Corporation shall provide written notice of termination.



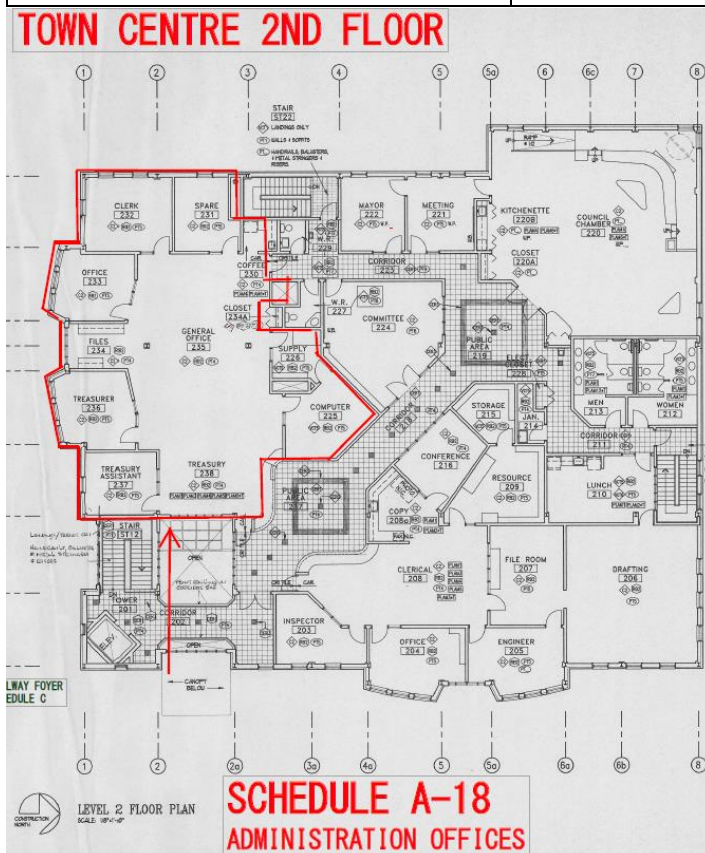
## 18. Schedule of Items

*Scuff X Eggshell- Highly durable for high traffic areas*

*Scuff X Pearl - Door Ways & Window Frames*

### Schedule A

Town Hall, 2 <sup>nd</sup> floor administrative offices		Price
Deputy Treasurer		
Treasurer		
Clerk		
CAO		
Economic Development		
Kitchen		
File room		
Storage room		
Closet		
All open areas		
Subtotal		\$
HST		\$
Total		\$



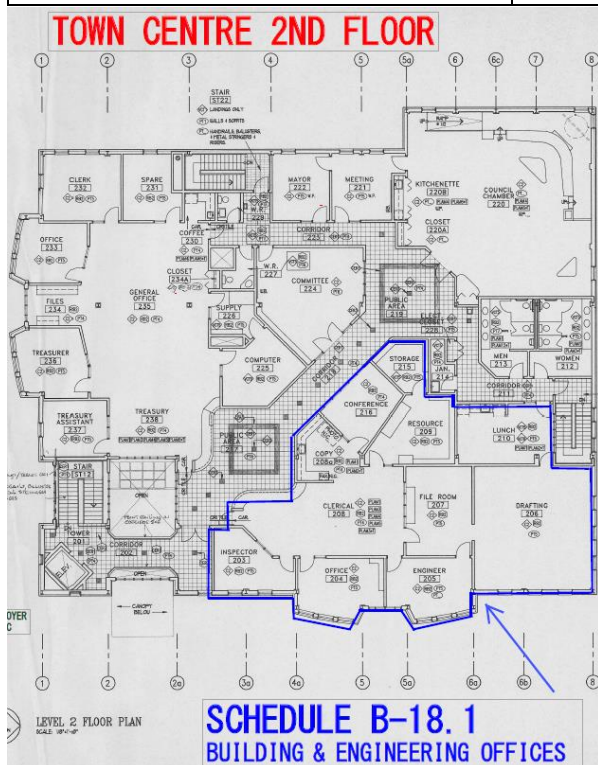
### 18.1 Schedule of Items

Scuff X Eggshell- Highly durable for high traffic areas

Scuff X Pearl - Door Ways & Window Frames

### Schedule B

Town Hall, 2 <sup>nd</sup> floor Building, Engineering Offices		Price
CBO		
Engineer		
Asset Management		
Engineering Board Room		
Human Resources		
Open Areas		
Plotter room		
Engineering back room		
Kitchen		
Subtotal		\$
HST		\$
Total		\$









### 18.4 Schedule of Items

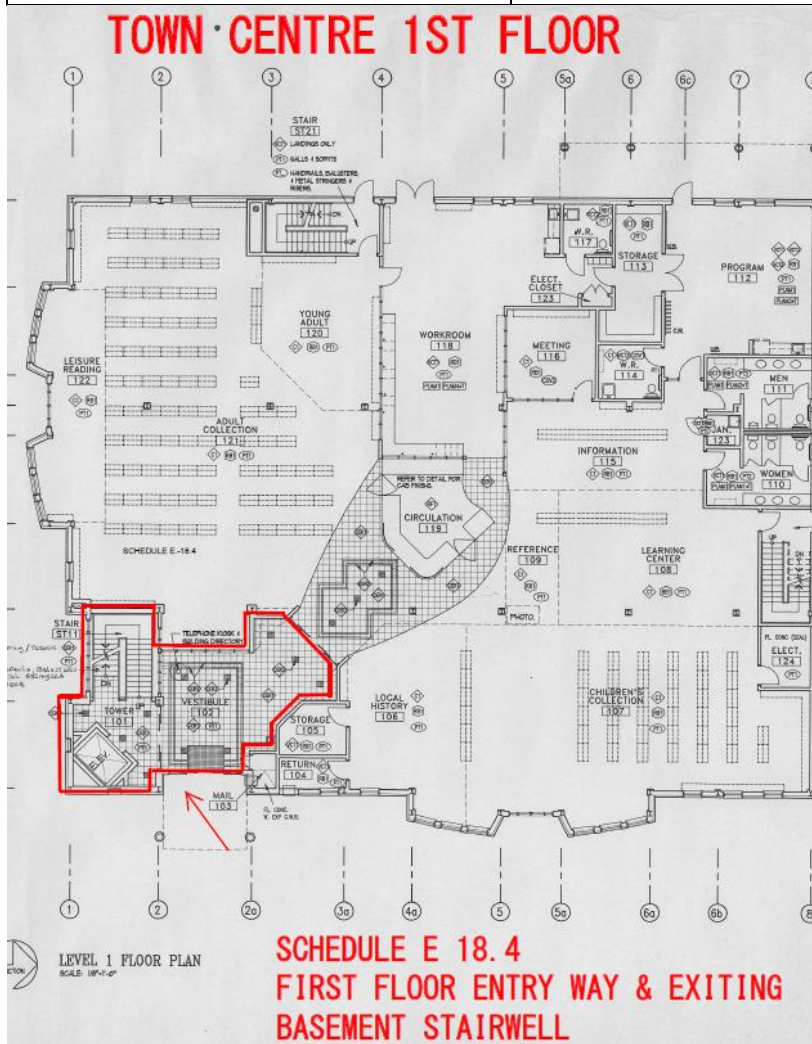
Scuff X Eggshell- Highly durable for high traffic areas

Scuff X Pearl - Door Ways & Window Frames

Ceiling Paint

### Schedule E

Town Hall, 1st floor entry way, common area and exiting basement stairwell		Price
Subtotal		\$
HST		\$
Total		\$





## 19. Proponent Information

Company Name (hereinafter called the "Proponent"):

I/We the undersigned have read the tender documents and schedules and submit our firm tender to provide contract Painting Services to the Town of Ingersoll.

<b>THIS TENDER SUBMITTED BY:</b>	
CONTRACTORS NAME	
ADDRESS	
TELEPHONE NO.	
EMAIL	
NAME OF PERSON SIGNING FOR FIRM	
POSITION OF PERSON SIGNING	



**20. Acknowledgement to Receipt of Addenda**

This will acknowledge receipt of the following addenda. Please list the addenda number and the date received by the Proponent.

Example: Addenda #1 received March 16, 2018

- 1) Addenda #1
- 2) Addenda #2

Check here if NO Addenda received

**21. THE PROPONENT DECLARES:**

- 1. No person, firm or corporation, other than the Proponent, has any interest in this Tender or in the proposed agreement for which this Tender is made and to which it relates;
- 2. This Tender is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the same service, and is in all respects fair and without collusion or fraud;
- 3. No member of the Municipal Council or any other officer of the Corporation will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
- 4. The content and requirements of this Tender document have been read and understood.
- 5. That if this Tender is accepted, the Proponent agrees to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do. In the event of default or failure on the Proponent's part to do so, the undersigned agree that the Corporation shall be at liberty to retain the tender deposit to the use of the Corporation, and to accept the next lowest or any Tender or to advertise for new Tenders or to carry out the works in any other way deemed best and the Proponent also agrees to pay to the said Corporation the difference between this Tender and any greater sum which the Corporation may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on the Corporation's part including the cost of any advertising for new Tenders and to indemnify and save harmless the said Corporation and its officers from all loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the Proponent's part.
- 6. All prices are quoted in Canadian funds.

A duly completed copy of the Schedules, Proponent Information, and Reference Form as stated herein is attached hereto.

DATED \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

SIGNATURE OF AUTHORIZING PROPONENT \_\_\_\_\_



## 22. Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Tender.

The Corporation reserves the right to contact any and all references. The Corporation defines a reference as any reference supplied within a Tender submission, in addition to any others known to the Corporation.

Project title, type of work, year completed	Client	Contact Name & Phone Number