The Town of Ingersoll

Lorne Moon Park Playground Equipment Replacement

CS-2023-11 Request for Proposal

SIGNED, SEALED SUBMISSIONS WITH CONTENTS CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE WITH RETURN ADDRESS will be received up to and including:

2:00 P.M. Local Time, Thursday June 29th, 2023

Request for Proposal forms may be obtained by emailing
Joe Sym
Manager of Facility Operations and Parks
joe.sym@ingersoll.ca
Or Download from the Town Website

Please Contact:
Joe Sym
Tel: 519-485-5023 X 6272
Cell: 519-200-4227
joe.sym@ingersoll.ca

Note: The lowest or any Proposal Submission will not necessarily be accepted.

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SECTION A – GENERAL CONDITIONS

Scope
The Town of Ingersoll is currently seeking proposals from qualified, professional companies interested in replacing the current playground structure in Lorne Moon Park. Each Proposal submitted must include a demonstrated understanding of the scope, project background and particulars of the services required as well as a clear statement as to the actual total price. This project has a maximum budget of $75,000

Form of Submission
The words "proposals" and "submissions" are interchangeable throughout these documents and related documents.

All Proposals must be submitted on the forms provided, in sealed packages, clearly marked with the submission number and project description. Please see “Completion of Submission” for a listing of documents to include for this Proposal.

Definitions

Respondent:	Refers to “any eligible entity providing a Proposal”
Successful Respondent(s):	Refers, in the event of an award, “to the selected Respondent(s)”
Corporation/Town:	Refers to “The Corporation of the Town of Ingersoll”
RFP:	Refers to “Request for Proposal”

Proposal / Project Deadline
The tentative schedule for this Proposal is as follows:

Closing Date for RFP’s is Thursday June 29th, 2023 @ 2:00pm

The Town reserves the right to amend this schedule.

Proposal Submission
Proposal Submissions must be received online on Biddingo, in person or by courier to the Town of Ingersoll, 355 Wellington St, Ingersoll, ON N5C 1T2 Attention: Manager of Facility Operations and Parks no later than:

2:00 PM Local Time, Thursday June 29th, 2023

Please note that delivery of submissions by mail or courier on the Proposals closing day

is not guaranteed. It is recommended to hand deliver Proposals intended to be received on the closing day.

The Town is not responsible for submissions which are not properly marked and/or delivered to any other location than that specified.

Electronically transmitted submissions (email) will NOT be accepted for this Proposal.

Proposals received after the official closing time will not be considered during the selection process and will be returned unopened to the respective Respondent(s).

Each Proposal package shall be marked by the Town with the time and date it is received. The Town will open the proposals following the official closing time.

Examination of Request for Proposal (RFP) Documents

Each Respondent must satisfy himself/herself by a personal study of the RFP documents 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 Proposals, that there is a misunderstanding with respect to the conditions imposed by this RFP.

Prices must include all incidental costs and the Respondent must be satisfied as to the full requirements of the RFP. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Respondent require more information or clarification on any point, it must be obtained prior to the Submission of the RFP.

Inquires / Clarification

Should a Respondent find discrepancies in or omissions from the Proposal documents, or should there be any doubt as to their meaning, inquiry should be made with the Designated Official.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

Should a correction, explanation, or interpretation be necessary or desirable, a written addendum should be issued to all Respondents.

Addenda, issued during the submission period, are part of these Proposal documents.

Completion of Submission

All entries shall be clear and legible, and made in a non-erasable medium, and signed in ink. All items shall be submitted according to any instructions in the Request for Proposal Documents.

A Respondent, who has already submitted a Proposal, may submit a further

Proposal at any time up to the official closing time. Any alterations should be legible and initialed by the Respondent's signing officer. The last Proposal received shall supersede and invalidate all quotations previously submitted by the Respondent for the Contract.

Acceptance of Proposals

The Corporation reserves the right to reject any or all Proposals, and to waive formalities as the interests of the Corporation may require without stating reasons therefore. The lowest or any Proposal will not necessarily be awarded the contract.

The Corporation also reserves the right to enter into negotiations with the lowest compliant Respondent if the price submission is over the budgeted amount for the project. Should the Corporation be unable to reach an agreement with the lowest compliant Respondent, the Corporation reserves the right to enter into negotiations with the next lowest compliant Respondent, or to cancel the call – whichever is deemed to be in the best interest of the Corporation.

1. Notwithstanding and without restricting the generality of the statement immediately above, the Corporation shall not be required to award or accept a Proposal, or recall the Proposals at a later date:

a) When only one Proposal has been received as a result of the Proposal call.

b) Where the lowest responsive and responsible Respondent substantially exceeds the estimated cost of the goods or service.

c) When all Proposals received fail to comply with the Specifications or Proposal Terms and Conditions.

d) Where a change in the scope of work or specifications is required.

2. The Corporation shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent by reason of the acceptance or the non- acceptance by the Corporation of any Proposal or by reason of any delay in the acceptance of a Proposal, except as provided in the Proposal document.

3. Each Proposal shall be open for acceptance by the Corporation for a period of thirty (30) calendar days following the date of closing.

4. Where the Proposal documents do *not* state a definite delivery/work schedule and a submitted Proposal is based on an unreasonable delivery/work schedule, the Proposal may be rejected.

Bid Irregularities

Informalities or irregularities noted during the Proposal opening, or during the review of Proposals, will be forwarded to the Facility Operations Manager or designate for a ruling on whether the informality compromises the submission process. This ruling will not necessarily happen at the Proposal opening. The Facility Operations Manager will decide whether to accept or reject any Proposal for such informalities after completion of the Proposal openings.

Bid Withdrawal

Requests for withdrawal of a Proposal shall be allowed if the request is made before the closing time. Requests must be sent to the Facility Operations Manager by a Senior Official from the Submitting Company with a signed withdrawal confirming the details. Telephone requests will not be considered. The withdrawal of a Proposal does not disqualify a Respondent from submitting another Proposal on the same contract.

Should a Respondent wish to withdraw their Proposal subsequent to the closing time or fails to proceed with the contract, the Town shall first obtain legal advice. At a minimum the Respondent may forfeit their submission security and be prohibited from submitting on future opportunities for a period of one year.

The Town reserves the right to withdraw any posted submissions, quotations and Requests for Proposal prior to closing. Such withdrawal will be posted as an Addendum. The Town also reserves the right to accept or reject any Submissions.

Respondent Expense

Respondent shall be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by reason of the acceptance or the non-acceptance of any Proposal or by reason of any delay in the acceptance of a Proposal, and therefore, any related monetary expenditures shall not be charged to the Town, except defined otherwise in the Proposal document.

Errors and/or Omission

Quantities shown on the Form of Proposal are estimates ONLY, and shall be used as a basis for calculation upon which the award of the contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability to the Town, whether increased or decreased.

The Town shall not be held liable for any errors and/or omissions in any part of this RFP. While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Respondents. The information is not

guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Addenda

If required by the Town, addenda will be distributed to all Respondents registered as a document taker for this Proposal. Addenda will be distributed via email using the latest contact information as provided by the Respondent. It is the Respondent's responsibility to notify the Town of any changes to their email or mailing address. It is the Respondent's ultimate responsibility to ensure all addenda have been received.

Proposal Award Procedures

An evaluating team, comprised of Community Services Staff will evaluate all proposals using a consensus approach. The following evaluation criteria outlines the areas of importance that will be considered in project award. All qualified Proposal Submissions will be reviewed and evaluated. Additional information may be requested if necessary.

The following evaluation criteria outlines the areas of importance that will be considered in project award. Proposal Submissions should satisfy all criteria points wherever possible.

I. Compliance with the Scope of Work, including an understanding of the services to be provided;
II. Comprehensiveness, quality, and completeness of the Proposal;
III. Implementation and Projected Plan;
IV. Pricing;

Proposal Submissions will be evaluated based on the following weighted factors:

Rated Criteria:
Compliance with the Scope of Work, 25%
Comprehensiveness, Quality, and Completeness, 25%
Implementation and Projected Plan, 25%
Pricing, 25%

The following table describes the characteristics attributed to the quality factors that result in particular scores between 0-10. Other weighted scores will be similarly assessed.

0 Submission is unacceptable; demonstrates little understanding of requirements; criterion is absent from Submission;

1-4 Submission is not adequate; missing key points;

5-6 Submission meets expectations; basic requirements;
7-8 Submission meets expectations; demonstrates an understanding of project requirements and how they will be met;
9-10 Submission exceed expectations; clearly demonstrated an understanding of project requirements and how they will be met.

After the technical score is agreed upon, the lowest fee estimate shall be awarded the full amount of points available for the fee portion of the evaluation (20). All higher fees proposed shall be awarded points, rounded to the nearest 1st decimal, for the fee portion of the evaluation by the following:

Lowest Fee ÷ Proposed Fee x Maximum points for Proposed fee = points for Proposed Submission.

Ability and Experience of Respondent(s)

It is not the purpose of the Town to award this contract to any Respondent(s) who does not furnish satisfactory evidence of possessing the ability and experience in this class of work and sufficient capital to ensure acceptable performance and completion of the Proposal. The Town reserves the right to conduct our own reference checks and may disqualify a Respondent on this basis.

Indemnity

The successful Respondent(s) shall indemnify and hold harmless the Town, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, 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 damage to or destruction of tangible property caused by any acts or omissions of the Respondent(s), its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or any part thereof and, as a result of activities under this Proposal.

Protection of Work and Work Property

The successful Respondent shall provide continuous and adequate protection of all work from damage and shall protect the Town's property from injury or damage arising from or in connection with this work. The successful Respondent(s) shall make good any such damage or injury.

Character and Employment of Workers

The successful Respondent(s) shall employ only orderly, competent, and skillful employees to ensure that the services are carried out in a respectable manner.

In the event that any person employed by the Successful Respondent(s) in connection with the service arising out of this Proposal gives, in the opinion of

the Corporation, just cause for complaint, the successful Respondent(s) upon notification by the Corporation in writing, shall not permit such person to continue in any future service arising out of this Proposal.

In the event that any person employed by the Successful Respondent(s) in connection with the service arising out of this Proposal gives, in the opinion of the Town, just cause for complaint, the successful Respondent(s) upon notification by the Town in writing, shall not permit such person to continue in any future service arising out of this Proposal.

Laws, Notices, Permits & Fees

The successful Respondent(s) shall obtain the necessary permits, licenses and pay the required fees, as they pertain to this assignment, which are in force at the date of the Proposal Closing.

The successful Respondent(s) 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 schedule of work.

Sub-Consultants

No sub consultants or collateral agreements shall be permitted with respect to the work of this assignment, except with the Town's express written consent and, in advance of commencement of sub consultant activities.

Failure to obtain this consent may result in cancellation of the contract with the Successful Respondent(s).

Freedom of Information

All correspondence, documentation and information provided shall become the property of the Town. Any personal information required on the documentation presented is received under the authority of the Municipal Freedom of Information and Protection of Privacy Act, 1989, RSO, 1990. This information will be an integral component of the quote submission.

All written Proposals received by the Town become a public record. Once a Proposal is accepted by the Town, and a contract is signed, all information contained in them is available to the public, including personal information. Questions about collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, Chapter M.56, as amended, should be directed to:

Danielle Richard, Clerk
Town of Ingersoll
130 Oxford Street, 2nd Floor

Ingersoll, ON
N5C 2V5
Tel: 519-485-0120
danielle.richard@ingersoll.ca

Patent, Copyright, or Other Proprietary Rights

In accordance with Municipal Freedom of Information and Protection of Privacy Act, Respondents are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage.

Respondents are encouraged to place all such details and information within a separate section of their Submission. Complete Proposal details are *not* to be identified as “Confidential”.

Regulation Compliance and Legislation

The successful Respondent(s) shall ensure all services and products provided in respect to this Proposal are in accordance with, and under authorization of all applicable authorities, Municipal, Provincial and/or Federal legislation and Standards.

Conflict of Interest

This Proposal is made by the Respondent without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a Proposal for the same work, and is in all respects fair and without collusion or fraud.

Sales Tax

Harmonized Sales Tax (HST) should be clearly shown on submitted invoice where applicable.

Terms of Payment

The normal terms of payment for the Town will be net thirty (30) calendar days. Invoices shall be forwarded to:

Town of Ingersoll
130 Oxford Street, 2nd Floor
Ingersoll, ON N5C 2V5

Unbalanced or Incorrect Proposals

All entries in the Form of Proposal shall be made in ink, by typewriter or by

computer. No RFP's written in pencil will be accepted.

The unit price quoted in the Form of Proposal shall be a reasonable unit price for each item. The Town shall be the sole judge of such matters. The Town may reject any Proposal considered by the Town to be unbalanced.

Where the amount of an item does not agree with the extension of the estimate quantity and the submitted unit price, the unit price shall govern and both the item amount and the total Proposal price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero. If the unit price is left blank, but a total price is shown for the item, then the unit price shall be determined by dividing the total price by the estimated quantity.

Notwithstanding the values that may have been read out at the Proposal opening, the corrected Proposal values, as determined by the procedures described above shall be used to establish the ranking of the Proposals.

Performance

Any undue delays in the execution of the work and/or costs incurred by the Town due to inefficiencies in performance on behalf of the successful Respondent(s) shall be deemed to be the responsibility of that Respondent(s) and as such, any and all costs, as deemed appropriate and reasonable compensation for the Town, will be assessed to the successful Respondent(s).

Taking the Work out of the Contractor's Hands

Where the successful Respondent(s) becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Town may, without previous notice and without process or suit at law, terminate the Contract and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Town may use all monies due on the Contract to correct or complete the work.

Assignment of Contract

The successful Respondent(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his power to execute such contract, 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.

Contacts

All enquiries relative to this RFP shall be directed to:

Joe Sym, Manager of Facility Operations and Parks
Tel: 519-485-5023 X 6272

Cell: 519-200-4227
joe.sym@ingersoll.ca

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFP will be circulated in writing as a RFP Addendum to all Respondents who have received the RFP document from the Corporation.

Inquiries must be received no later than three (3) business days prior to the closing date of the RFP; otherwise, a response may not be provided.

Insurance Requirements

a) The standard insurance minimums are as follows:
- $5 million – commercial general liability policy
- $2 million – owned and non-owned automotive liability policy
- $2 million – homeowners (e.g. for rental of facilities)
- $2 million – professional errors and omissions liability
- $2 million – environmental impairment liability
- The amount of the project cost - Respondents Risk

Maximum property Damage/Bodily Injury Deductible $2,500 for which the Contractor assumes full responsibility.

b) *All Respondents must provide the Town at their cost a certified copy of a liability insurance policy* covering public liability and property damage for no less than the minimum amounts stated above to the satisfaction of the Town and in force for the entire contract period. The policy must contain:

i) The Respondent, its employees and consultants as insureds. The Town and such entities as directed shall be added as additional insureds.

ii) A Blanket Contractual Liability and Cross Liability endorsements;

iii) An endorsement certifying that the Town as an additional named insured; and

iv) An endorsement to the effect that the policy will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Town.

Workplace Safety & Insurance Board (WSIB)

The Town takes pride in the commitment of our employees and contractors, and will take the necessary steps to ensure Health & Safety on all projects.

All applicable current health and safety legislation and environmental legislation and regulations are considered the minimum requirements that the

Respondent(s) must meet. The Respondent(s) must ensure that all of their employees and sub-contractors have safety training and certifications equal to, or exceeding, the requirements set forth in the current Occupational Health and Safety Act and current regulations.

All employees, contractors/sub-contractors, suppliers and visitors/residents must immediately report unsafe conditions, incidents, and accidents to the Project/Site Supervisor/ Inspector.

The successful Respondent(s) shall provide the Town a valid WSIB Clearance Certificate.

Accessibility for Ontarians with Disabilities (AODA)

The Accessibility for Ontarians with Disabilities Act was passed in 2005 and its goal is to have a fully accessible Ontario by 2025. As part of that goal, Ontario Regulation 429/07, also known as the Accessibility Standards for Customer Service was enacted. A provision of this regulation is that all municipalities and their suppliers and contractors will comply with the requirements of the regulation by January 1, 2010.

As well, section 7 of Ontario Regulation 191/11, Integrated Accessibility Standards Regulation requires persons who provide goods, services or facilities on behalf of the Town ensure training on the Integrated Accessibility Standards Regulation and the Human Rights Code as they pertain to persons with disabilities. The Province of Ontario has developed an Access Forward AODA Integrated Accessibility Standards Regulation Training that can be taken online at any time.

In order to comply, the Respondent(s), its employees and consultants must have complete the training in accordance with the regulations and must be able to provide proof that training has occurred. By signing the Form of Proposal, the Respondent(s) certify that their companies are compliant and the Respondent(s) is able to provide proof of training.

Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

Cancellation

a) The Corporation reserves the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

b) If the successful Respondent(s) 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 successful Respondent(s), 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 successful Respondent(s). Continued failure of the successful Respondent(s) to execute the work properly shall result in a termination of Contract. The Corporation shall provide written notice of termination.

c) The Corporation may elect to terminate the Contract if the original terms and conditions are significantly changed, giving thirty (30) calendar day's written notice to the successful Respondent(s).

d) Either party may terminate the Contract by giving the other party sixty (60) calendar day's written notice, giving reasons acceptable to the other. A period of less than sixty (60) calendar days to terminate the contract may be negotiable if mutually agreeable among the parties involved in the Contract.

e) Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

Contract Award

Without limiting all other rights that may be exercised by the Corporation pursuant to this Document, vendors are advised that the Corporation reserves the right to fully evaluate Vendor Submissions, which evaluation may include, without limitation, a review of references, past performance history, completion history (including extended completion dates), litigation history (including construction liens filed by subcontractors for non -payment) and claims history of the vendors, and to reject a Proposal Submission if same is not satisfactory to the Corporation.

SECTION B – INFORMATION FOR RESPONDENTS

Preparation of Specifications and Supervision of Work

a) The specifications for the work have been prepared by the Town of Ingersoll, who will monitor work to be done under this Contract. Periodic inspection will be provided on the contract by Town of Ingersoll staff, who will also administer the contract works.

b) Questions with respect to this RFP are to be directed in writing to Joe Sym, Manager of Facility Operations and Parks: joe.sym@ingersoll.ca or 519-485-523 X 6272 or 519-200-4227.

c) Should a Respondent find discrepancies, omissions, or ambiguities, or not agree that the materials and methods specified or designed, will provide an installation which meets the requirements of the intended Work, he/she shall notify the Town prior to the submission closing date. The Town may choose to issue a written addendum. Addenda issued during the submission period will be allowed for by the respondent in submitting their Proposal

Location of Work

Lorne Moon Park – 24 David St

Examination of Site

Each Bidder is expected to attend the proposed work site(s) before submitting the RFP and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Bidder shall determine the difficulty of the facilities to be encountered. The Proponent shall not claim at any time after submission of RFP that there was any misunderstanding of the terms and conditions of the contract relating to side conditions. Prices must include *all incidental costs* and the Bidder must be satisfied as to the full requirements of the RFP. **The site meeting will take place on Thursday June 8th at 10:00am**

Project Details

The work includes all labor and materials including site preparation, removing and hauling away the old playground equipment and to construct a new playground structure within Lorne Moon Park. The price will also include the addition of a wood fiber surfacing that is to meet CSA standards. The contractor is to provide and install black rubber wear mats in areas needed. All equipment and installation must meet the minimum standards as set by the CSA Z614-14 Children's Play spaces and Equipment Standard. Specifications and general notes along with all requirements as set out in the current Ontario Building Code. The contractor is responsible for site cleanup and final grading to the satisfaction of the Town of Ingersoll. Please include detailed drawings of the proposed playground equipment in your RFP bid package. This project has a maximum budget of $75,000.

Completion Date

a) The successful Respondent will be required to submit a schedule prior to commencing the work which will indicate clearly the proposed commencement date and number of days to complete the work. The Town reserves the right to alter such schedule should it be deemed necessary.

b) Request for extensions of time must be addressed to the Town in writing, the Town at its discretion, will allow for such extensions if warranted. The Town will be the sole judge of providing an extension.

c) Contract must be completed by December 1st, 2023

SECTION C - FORM OF PROPOSAL

Submission of Proposal Documents

Please ensure your Proposal Submission includes the following documents:

- Form of Proposal
- Respondent's Information Form
- Form of Tender
- Price Proposal
- Proponent's Experience and References
- Confirmation of Health and Safety Form
- Proposal Execution

Form of Proposal

FOR THE PROVISION OF: Lorne Moon Park Playground Replacement
AS SUPPLIED BY: _____ FIRM NAME _____ ADDRESS & POSTAL CODE *HEREIN AFTER CALLED THE "RESPONDENT"*
TO: THE CORPORATION OF THE TOWN OF INGERSOLL 355 Wellington St Ingersoll, ON, N5C 1T2 *HEREIN AFTER CALLED THE CORPORATION*

THE RESPONDENT DECLARES:

I. No person(s), firm or corporation, other than the Respondent, has any personal interest in this Proposal or in the award for which this Proposal is made.

II. No member of Council, officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, and surety or in any portion of the profits thereof, or in any of the monies to be derived, there from.

III. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same and is in all respects without collusion or fraud.

IV. By signing this Submission, I confirm I have read and understood the content and requirements of this Proposal document.

LOWEST OR ANY PROPOSAL SUBMISSION NOT NECESSARILY ACCEPTED

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addenda.

ADDENDUM # _____ DATE RECEIVED: _____

□ Check here if NO Addenda received

DATED AT _____ THIS _____ DAY OF _____ 2023

_____

SIGNATURE OF WITNESS & SIGNATURE OF RESPONDENT

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

Respondent Information Form

Respondents must complete this form and name one person to be the contact for the RFP response and for any clarifications or amendments that might be necessary.

1.	Full Legal Name of Respondent:	
2.	Any Other Relevant Name Under Which the Respondent Carries on Business:	
3.	Street Address:	
4.	City, Province/State:	
5.	Postal/Zip Code	
6.	Office Toll Free Number (if any):	
7.	Office Phone Number:	
8.	Office Fax Number:	
9.	Company Website (if any):	
10.	WSIB Clearance Number (if applicable):	
11.	HST Account Number:	
12.	RFP Contact Person's Name and Title:	
13.	RFP Contact Person's Office Phone Number:	
14.	RFP Contact Person's Cell Phone Number:	
15.	RFP Contact Person's Fax Number:	
16.	RFP Contact Person's E-mail:	

_____ _____

RESPONDENT'S NAME & TITLE SIGNATURE

_____

DATE

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

Form of Tender

TOWN OF INGERSOLL

Lorne Moon Park Playground Replacement

Company Name (hereinafter called the “Proponent”)	
Head Office Location	

I/We (representative)

_____

Having carefully examined the locality and site of the proposed works and all other quote documents relating thereto, including the contract drawings (if any), information to bidders, general conditions, schedules, form of quote and addendum/addenda inclusive, hereby quote and offer in accordance therewith to enter into a contract within the prescribed time, to construct the said work in strict accordance with the contract documents and such further detail drawings as may be supplied from time to time, and to furnish all labour, materials, tools, plant, matters, and things necessary therefore, complete and ready for use within the time specified for the sum, including HST, of

_____

_____

(printed)

($_____)

Price Proposal

Proposers should submit their price proposal that includes pricing to complete all phases of the project as outlined within the RFP. Please provide a detailed price break down for each phase of the project.

- The Town of Ingersoll may award a purchase contract, based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The Town of Ingersoll may also request revised pricing offers from proposers, and/or enter into contract negotiations thereafter.
- Pricing is to be submitted as noted and include proposed payment milestones.
- Proposers must submit implementation costs as fully loaded rates that include all necessary travel or list travel as a fixed or not-to-exceed amount. The proposed price must cover all payments and expenses.

Schedule of Items and Prices

Item	Quantity	Unit Price	Amount
		$	$
		$	$
		$	$
		Sub-Total:	$
		H.S.T.	$
		Total:	**$**

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 Quote.

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

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

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

The Contractor(s):_____

The Town of Ingersoll is committed to:

I. The prevention of workplace injury and illness to all workers at Municipal locations.
II. The belief that contractor safety is compatible with the safety policy of the Town and is good business.
III. Assuming a leadership role by citing contractors for any violations of the contract.
IV. To ensure the Municipal workplace is a healthy and safe working environment, contractors, constructors and subcontractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.
V. For long term contracts, or contracts involving pre-selected contractors, the Town reserves the right to cancel (or place on probation) the contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Town.

Contractor's Statement of Responsibility:

As a contractor retained to perform work for the Town of Ingersoll, I/we accept the following health and safety responsibilities:

I. I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Municipal safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.
II. I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of work.
III. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional, or Satisfactory-Unaudited.
IV. I/we will advise the Town if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide the Town with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

_____

Contractor / Name of Person Signing for Contractor

_____

Signature of Contractor Date

PLEASE RETURN THIS FORM WITH YOUR SUBMISSION

Proposal Execution
We agree that:

1) This Proposal will be irrevocable until the expiry of the acceptance period stipulated in the Terms and Conditions and that failure to leave the Proposal so open shall result in forfeiture of the Proposal Deposit as liquidated damages: and

2) Notification of acceptance of the Proposal shall be in writing, and may be sent by prepaid post; and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification; and

3) We will commence the Work as specified, proceed continuously, and complete all Work within the time provided for in the above "Completion Date"; and

5) The Contract Work shall be performed in accordance with the terms and the requirements of the Contract Documents and

6) We and/or our subcontractors will carry out any additional or extra Work (including the supply of any additional materials or equipment pertaining thereto) or will delete any Work as may be required by the Town in accordance with this Contract.

We declare that:

This Proposal is made without any connection, comparison of figures or arrangements with, or knowledge of, any other corporation, firm or person making a Proposal for the same Work and in all respects fair and without collusion of fraud; and

No member of the Municipal Council, and no officer or employee of the Town is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

Dated at _____ this_____ day of _____ 2023

_____

Name of Witness NAME OF RESPONDENT

_____

Signature of Witness AUTHORIZING SIGNATURE OF RESPONDENT

_____

TITLE
(Affix Corporate Seal)