



Request for Proposals | 03-2024-03

The Municipality invites your company to provide a proposal to supply and install rubberized flooring within the Chesley Community Centre, Paisley Community Centre and Tara Arran Community Centre.

Date Issued: March 28, 2024

Deadline: 3:00pm on April 12, 2024

Proposals must be clearly marked **03-2024-03 Community Centre Flooring Replacement** and be delivered by way of hand delivered, courier mail or fax to:

Carly Steinhoff, Manager of Facilities, Parks and Recreation
Municipality of Arran-Elderslie
1925 Bruce Road 10
Chesley, ON N0G 1L0
csteinhoff@arran-elderslie.ca
f 519.363.2203

Request for Proposals may also be submitted via [biddingo.com](https://www.biddingo.com)

The Municipality assumes no risk or responsibility whatsoever that any fax will be received as required herein and shall not be liable to any bidder if for any reason an electronic bid is not properly received.

Questions regarding this Request for Proposal can be emailed to the contact above.

1. SCOPE OF PROPOSAL

Introduction

The Municipality of Arran-Elderslie is seeking Proposals from qualified companies for the supply and installation of rubberized flooring throughout various areas within the Paisley Community Centre.

2. INTERPRETATION

Definitions

- a. Best Value - the value placed upon quality, service, past performance and price.
- b. Municipality - The Corporation of the Municipality of Arran-Elderslie.
- c. Municipal Representative - the representative engaged by the Municipality to supervise the work.
- d. Contract - an agreement with specific terms between the Municipality and the successful proponent.
- e. Preferred Proponent - the proponent who submitted the favourable proposal.
- f. Proposal - the proponent's submission to the RFP.
- g. Proponent - the party submitting a Proposal to this RFP.
- h. RFP - Request for Proposal.
- i. Special Conditions - the special conditions, which are included in this RFP.

3. RFP PROCESS

Not a Tender Call

This RFP is not a tender call and the submission of any response does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an Offer to Contract made by the Municipality.

No Obligation to Proceed

Though the Municipality fully intends at this time to proceed through the RFP process, in order to select the services, the Municipality is under no obligation to proceed to the purchase. The receipt by the Municipality of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Municipality. There is no guarantee by the Municipality, its elected officials or employees that the

process initiated by the issuance of this RFP will continue, or that this RFP process will result in a contract with the Municipality for the purchase of the equipment, service or project.

Late Proposals

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

4. PRE-RFP INFORMATION

Negotiations with Preferred Proponent

The Proponent that submits to the Municipality the most advantageous Proposal and which represents the interests of the Municipality, best overall, may be awarded the contract. The Municipality reserves the right to accept or reject all or part of the RFP, however, the Municipality is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Municipality.

The Municipality reserves the right to obtain additional information from the Proponents to clarify the information in their submission, conduct interviews to discuss their suitability for the project or proceed to negotiate services, a contract, and details of the RFP with the most qualified company.

If the Municipality selects a Preferred Proponent, the Municipality will enter into negotiations with the Preferred Proponent in an attempt to settle one or more contract(s) necessary to implement the project as generally described in this RFP. If the Municipality considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 30 days after selection of the Preferred Proponent, the Municipality is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

The Municipality reserves the right to negotiate specific terms of the contract with the Proponent prior to final award of the contract. The Municipality also reserves the right to negotiate specific terms of contract with the Successful Proponent as the contract progresses.

Rejection of Proposals

The Municipality reserves the right to reject, at the Municipality's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. Is incomplete, obscure, irregular or unrealistic
- b. Has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto
- c. Omits or fails to include any one or more items in the Proposal for which price is required by the RFP

- d. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports are completed or not

Further, a proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule of compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the Municipality to obtain a Proposal most suitable to the interest of the Municipality and what it wishes to accomplish, the Municipality has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to be the Best Value for the Municipality.

Evaluation Criteria

Awards will be made based on the Best Value Offered, and the Best Value will be determined by the Municipality. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses and references will be taken into consideration.

Proposal Evaluation

Evaluation of Proposals will be completed by at least two (2) Municipal Staff including the Municipal Representative for this Proposal.

Confidentiality

The Municipality will endeavor to keep all Proposals confidential. The material contained within the Proposal from the Successful Proponent will be incorporated into a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Contract shall not be released if Municipal representatives deem such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

Acceptance of Proposal

The Municipality shall not be obligated in any manner to any Proponent whatsoever until a written contract has been duly executed relating to an approved Proposal.

No act of the Municipality other than a notice in writing signed by the Municipal Representative or Municipal CAO shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Municipality.

- a. Proposals must meet all requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind may be rejected as incomplete.
- b. Proposals must contain the Proponent's business or home address and legal status must be disclosed and must be signed by a duly authorized official.

- c. The proposal is irrevocable and open for acceptance for a period of thirty (30) days from the date of closing the RFP.
- d. Proposals will only be considered from reputable firms with proven previous experience on projects involving goods or services of a similar nature, magnitude and complexity to that which will be covered by the contract.
- e. The Municipality reserves the right to accept the RFP in total, or in part, to reject any or all offers, to waive any minor informalities, irregularities or technicalities and to accept an offer deemed most favourable to the Municipality. If the Municipality determines that a Proposal contains false or misleading information, the Municipality is entitled to reject the Proposal at any time as being invalid.
- f. The Municipality shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.

Negotiation Delay

If a written contract cannot be negotiated within thirty (30) days of the notification of the successful Proponent, the Municipality may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a contract with any of the Proponents.

Enquiries

All enquiries related to this RFP are to be directed to:

Carly Steinhoff, Manager of Facilities, Parks and Recreation
Municipality of Arran-Elderslie
1925 Bruce Road 10
Chesley, ON N0G 1L0
csteinhoff@arran-elderslie.ca
f 519.363.2203

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Municipality's option.

Final Date and Time for Receipt of Proposal

Proposals must be received by 3:00pm on April 12, 2024.

Carly Steinhoff, Manager of Facilities, Parks and Recreation
Municipality of Arran-Elderslie
1925 Bruce Road 10
Chesley, ON N0G 1L0

Request for Proposals may also be submitted via biddingo.com. Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP title.

5. PROPOSAL PREPARATION

Changes to Proposal Wording

The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Municipality for purposes of clarification.

Limitation of Damages

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, related to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim of loss of profits if no agreement is made with the Proponent.

Firm Pricing

Proposals must be firm for at least sixty (60) days after the final date. Prices will be firm for the duration of the contract period.

6. GENERAL LIABILITY INSURANCE

Commercial General Liability

The Successful Proponent shall, at their own expense, obtain and keep force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Municipality including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario.

- A limit of liability of not less than \$ 2,000,000 per occurrence
- The policy shall contain a provision for cross liability in respect of the names insured

The Municipality of Arran-Elderslie shall be named as an “additional insured” on the comprehensive policy of public liability and property damage insurance.

Proof of Insurance

The successful Respondent shall provide a certificate(s) of insurance of certified copy(ies) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry.

Workplace Safety & Insurance Board

The successful Bidder shall provide a copy of the Workplace Safety & Insurance Board's Clearance Certificate indicating the successful Bidder's good standing with the Board.

7. ADDITIONAL TERMS

Liability for Errors

While the Municipality has used considerable efforts to ensure accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Contractors from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

Agreement with Terms

By submitting a Proposal, the Proponent agrees to all terms and conditions within this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, except for adding the information requested.

8. SPECIAL CONDITIONS

- A qualified Proposal is one which meets the needs and specifications of the Municipality and the terms and conditions contained in this RFP. The Preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Municipality.
- The Municipality will determine whether a Proposal is qualified by evaluating all of the Proposals based on, but not limited to, the needs of the Municipality, specifications, terms and conditions and price. The Municipal Representative will examine all Proposal and recommend to Council which Proposal is in the Municipality's best interest.
- The Municipality reserves the right to cancel the RFP at any time.
- The Municipality recognizes that Best Value is the essential part of purchasing and product and/or service and therefore the Municipality may prefer a Proposal with a higher price, if it offers greater value and better serves the Municipality's interests, as determined by the Municipality, over a Proposal with a lower price. The Municipality's decision shall be final.
- The Municipality reserves the right to negotiate with the Preferred Proponent, or any Proponent, on any details including changes to specifications and price. If specifications require significant modifications, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Municipal Representative.
- All goods, services and workmanship must conform to all laws and standards for use in Canada and the Province of Ontario.

- The Successful Proponent, herein named the Contractor, shall guarantee that their Proposal will meet the needs of the Municipality and that any or all items supplied and/or services rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be paid solely by the Contractor.
- Where only one (1) Proposal is received, the Municipality reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a Contract is awarded.
- The Municipality reserves the right to accept or reject a Proposal, where only one (1) Proposal is received.
- The Municipality reserves the right to cancel the contract for goods and/or services as outlined in this RFP, at any time, by providing thirty (30) days written notice to the successful proponent.

9. BID SHEET

Bid Sheet: **03-2024-03** Community Centre Flooring Replacement

Closing Date: April 12, 2024 at 3:00pm

The undersigned Proponent has read and understands the conditions and specifications for the goods and services requested and will provide the required equipment.

I/We hereby acknowledge any addenda issued which becomes part of the work and are included in this RFP.

ADDENDUM # _____

ADDENDUM # _____

This Proposal is valid for: _____ days and shall expire on: _____

DESCRIPTION	PRICE
To supply and install rubberized flooring to various areas of the Chesley Community Centre, Paisley Community Centre and Tara Arran Community Centre.	
Price per Square Foot (excluding applicable taxes)	
Total Product Price (excluding applicable taxes)	
Installation (including removal of existing rubberized flooring)	
Other charges (if applicable)	
Applicable Tax	
TOTAL COST	

Please include a delivery and installation lead-time schedule with your submission.

Delivery Date: _____

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Date: _____

Signature of Bidder: _____

Print Name of Bidder: _____

NOTE: must be an official signatory of the company

10.SCOPE OF WORK

The Chesley Community Centre, located at 129 4th Avenue SE, Chesley, ON N0G 1L0 was constructed in 1976 and consists of an arena ice surface, curling surface, dressing rooms, lobby, washrooms, concession, community hall and various storage areas. Work will take place in dressing rooms, players corridor and players benches.

The Paisley Community Centre, located at 391 Queen Street North, Paisley, ON N0G 2N0, was constructed in 1975 and consists of an arena ice surface, curling surface, dressing rooms, lobby, washrooms and concession. The upper level has a community hall, meeting room, kitchen and curling club lounge. All work will take place on the lower level of the facility.

The Tara Arran Community Centre, located at 150 Hamilton Street, Tara, ON N0H 2N0 was constructed in 1974 and consists of an arena ice surface, curling surface, dressing rooms, lobby, washrooms, concession and community hall. Work will take place in the dressing rooms, washrooms and lobby.

The existing flooring within the noted areas has exceeded it estimated useful life and requires replacement. The noted areas below require upgrades to a rubberized flooring system that is designed to be safe, durable, easy to clean and suitable for ice rink applications.

Requirements

The purpose of this upgrade is to provide full rubberized flooring coverage throughout the facility in areas that are prone to high skate traffic. Specifications include:

- 3/8" thickness (tiles of various sizes are acceptable)
- Easy to clean
- Cut and dent resistant
- Recycled rubber
- Variety of colour choices to be made available (will be standard throughout)
- Slip resistant surface
- Samples of material being proposed must be included in the proposal package
- Site visit is encouraged, but not required

Areas of Work

The following areas are requiring rubberized flooring (calculations in the tables below are approximate). The noted areas below are all of the preferred locations for flooring. Areas may be added or omitted, based on budget.

CHESLEY COMMUNITY CENTRE

Building Area	Dimensions	Total Square Footage
Dressing Room 1	22' x 15'	330
Dressing Room 1 Washroom	8' x 6'	48

Dressing Room 2 Dressing Room 2 Washroom	22' x 15' 8' x 4'	330 32
Dressing Room 3 Dressing Room 3 Washroom	22' x 15' 7' x 5'	330 35
Dressing Room 4 Dressing Room 4 Washroom	22' x 15' 8' x 3'	330 24
Girls Room Girls Washroom	14' x 15' 6' x 4'	210 24
Referee Room Referee Room Washroom	8' x 15' 8' x 7'	120 56
Minor Hockey Room Minor Hockey Room	10'7" x 11'4" 8'7" x 4'8"	119.94 40.06
Walkways Player's Corridor – Main Room 1 & 2 Room 3 & 4 Referee & Girl Rooms Referee & Girl Rooms	123' x 7' 13' x 8' 13' x 8' 10' x 4'6" 11' x 9'	861 104 104 45 99
Player's Bench Home Player's Bench Away Walkways to Ice	38' x 5'3" 38' x 5'3" 4' x 23' 10' x 6' 13' x 10' 7' x 19'	199.50 199.50 92 60 130 153
Contingency	10%	407.6

PAISLEY COMMUNITIY CENTRE

Building Area	Dimensions	Total Square Footage
Dressing Room 1 Dressing Room 1 Washroom	16'8" x 11'6" 5'x 6' 2"	191.67 30
Dressing Room 2 Dressing Room 2 Washroom	17'6" x 16'10" 11'6" x 3'6"	294.58 40.25
Dressing Room 3 Dressing Room 3 Washroom	17'4" x 16'10" 11'4" x 3'6"	291.78 39.67
Dressing Room 4 Entrance	11'4" x 4'	45.33

Dressing Room 4	19'4" x 9'5"	182.06
Dressing Room 4 Washroom	6' x 5'5"	34.31
Dressing Room 5	10'9" x 10'9"	115.56
Referee Room	8'6" x 8'6"	72.25
Player's Corridor	53' x 4'6"	240.75
Lobby (measurements done in sections from south to north)	7'10" x 5'4" 33' x 14' 13'6" x 17'8" 12' x 14'	41.78 462 238.5 168
Men's Washroom	12' x 10'	120
Ladies Washroom	12' x 10'2"	122
Player's Benches and Walkway to Ice (measured in sections from east to west)	24' x 8' 14' x 5' 60' x 8' 22' x 4'	192 70 480 88
Contingency	10%	356

TARA COMMUNITY CENTRE

Building Area	Dimensions	Total Square Footage
Dressing Room 1	12' x 18'	216
Dressing Room 1 Washroom	5'6" x 3'11"	21.54
Dressing Room 2	12' x 18'	216
Dressing Room 2 Washroom	5'2" x 4'	20.66
Dressing Room 3	12' x 18'	216
Dressing Room 3 Washroom	3' x 1'7"	4.75
Dressing Room 4	12' x 18"	216
Dressing Room 4 Washroom	2'8" x 3'4"	8.89
Girls Dressing Room	9'3" x 8'	74
Concession Corridor to Storage	25'6" x 3'11"	99.88
Lobby (area one)	63'6" x 14'3"	904.88
Lobby (area two)	29' x 6'4"	183.67

Player's Benches Home	35' x 3'1"	107.92
Player's Benches Away	35' x 3'1"	107.92
Open area east side of ice surface	175' x 10'	1750
Contingency	10%	415