

Township of Essa

5786 County Road 21
Utopia, Ontario, Canada L0M 1T0

Phone: 705-424-9770

Fax: 705-424-2367

www.essatownship.on.ca

THE CORPORATION OF THE TOWNSHIP OF ESSA

REQUEST FOR QUOTATION

FOR

**SUPPLY & INSTALL OUTDOOR MINI RINK ON CEMENT
PAD, BROWNLEY MEADOWS PARK**

RFQ #: PR-002-25

QUOTE CLOSING

DATE: Friday March 21st , 2025

TIME: 2:00 PM local time

LOCATION: Lower Level – Township of Essa Administration Office

5786 County Road 21, Utopia, Ontario, Canada L0M 1T0

LATE QUOTATIONS WILL NOT BE ACCEPTED.

The Corporation of the Township of Essa reserves the right to accept or reject all or part of any Quotation and also reserves the right to accept other than the lowest Quotation and to cancel this Request for Quotations at any time.



TOWNSHIP OF ESSA

Request for Proposal

RFP # PR-002-25 Supply and Installation of Outdoor Mini Rink

The Township of Essa is requesting proposals from qualified Canadian contractors to supply and install an outdoor mini rink system or equivalent on a cement pad at Brownley Meadows Park in Angus. The project must adhere to the specifications outlined in this RFP. Proposals must include all materials, labor, and equipment required to complete the project. The successful proponent will be required to enter into an agreement with the Township as per the terms and conditions outlined in this document.

Sealed Proposals plainly marked "**Request for Proposal PR-002-25 Supply and Installation of Outdoor Mini Rink**" will be received at the Township of Essa, Administration Centre

5786 Simcoe County Road 21, Utopia, Ontario, L0M 1T0 until 2 pm March 21, 2025.

Attention: Chris Rankin, Manager of Parks, and Recreation

For **mandatory** proposal documents, specifications, and requirements, see attachment below.

For further information please contact:

Chris Rankin
Manager of Parks and Recreation
705-424-9917 ext. 141
Email: crankin@essatownship.on.ca

Request for Proposal Closing and Opening:

All sealed bids will be opened on March 21, 2025, at 2 pm.



INSTRUCTIONS TO BIDDERS

OWNER: Township of Essa (the “Owner”)

1. Scope of Work/Project Objectives

The Township of Essa is requesting proposals from qualified Canadian contractors to supply and install an outdoor mini rink or equivalent with safety netting at each radius end at Brownley Meadows Park in Angus. The project must adhere to the specifications outlined in this RFP. Proposals must include all materials, labor, and equipment required to complete the project within the approved budget of \$125,000. The successful proponent will be required to enter into an agreement with the Township as per the terms and conditions outlined in this document.

The successful contractor will be responsible for designing and supplying an outdoor mini rink/ dasher board system that is durable, suitable for year-round use and a cement pad to place it on. The detailed scope of work includes:

Brownley Meadows Park 60 Mike Hart Drive, Angus

1. Design and Supply:

- Layout must be submitted as part of the RFP process
- Provide one (1) complete hockey mini rink system or equivalent. Approximately 38ftX78ft constructed from high-quality, weather-resistant materials suitable for year-round outdoor use with safety netting at each radius end.
- Incorporate a realistic rink design, including red, blue, and goal lines.
- Proposals should prioritize innovative layouts that maximize the use of available space.

2. Concrete Pad Construction:

- Excavate and prepare the site for a 40ft x 80ft reinforced concrete pad.
- For concrete pads:



- Portland cement meeting the ASTM C150 requirements at minimum 4" thickness.
- Ensure proper base preparation minimum 4" with a compacted granular material compacted to 90% of it's unit weight.
- Include proper reinforcement, control joints, and a smooth, non-slip finish.
- Ensure appropriate drainage systems are in place.
- If concrete becomes damaged, including by accident or vandalism, prior to curing; the Contractor at no cost to the Owner shall replace it.

3. Site Preparation:

- Collaborate with Township staff to finalize ground preparation requirements.
- Confirm site layout and placement of the mini rink and pad.
- Ensure proper grading around the appropriate selected location with positive drainage patterns.

4. Installation:

- Securely install all components, including bases, anchors, and hardware, following manufacturer specifications and industry best practices.

5. Safety Compliance:

- Ensure compliance with all relevant safety standards, including CSA and local accessibility requirements.
- Incorporate safety features to enhance user protection.

6. Documentation:

- Provide detailed as-constructed drawings, including site layout, anchoring details, and material specifications.

7. Warranty and Maintenance:

- Provide a minimum one-year warranty covering materials and workmanship.
- Include a detailed maintenance guide for long-term care.

2. GENERAL

The general work specifications are as follows, this is intended to be a general list of requirements, the full list of project requirements would be determined and provided by the vendor within their proposal to provide a finished turn-key solution:

- 2.1 Project kick off site meeting with the Manager of Parks and Recreation (hereafter referred to as 'the Manager') to determine site specific information and discuss implementation requirements.
- 2.2 Vendor is responsible for removal and disposal of any required project



materials.

- 2.3 Vendor is responsible for all required underground locates and other permits if required.
- 2.4 All site safety requirements including the provision of construction fencing to secure the site when workers are not present.
- 2.5 Proposal shall include complete and detailed information on the product/technique being proposed including details on the surface finish, color, expected serviceable lifespan, maintenance requirements, warranty information.
- 2.6 Proposal shall include images and locations of similar work completed within Ontario that can be reviewed by the Manager to assess suitability and visit in person if it is determined necessary.
- 2.7 Timeline: The project must meet substantial completion by July 1, 2025.

3. **BID DOCUMENTS**

- 3.1 The Bid Documents, ("**Bid Documents**"), which are contained within this document include:
 - (a) Instructions to Bidders and Bid Form.
 - (b) Schedule of Items and Prices Form.
 - (c) Bidder Information/Addenda Form.
 - (d) Subcontractor Information Form.
 - (e) Bidders Ability and Experience Form (References);
 - (f) Occupational Health and Safety Statutory Declaration.

4. **BID SUBMISSION/CLOSING DATE AND TIME**

- 4.1 Original completed Bids, using the prescribed Bid Forms enclosed hereto, shall be delivered, and clearly marked, in a **sealed** envelope to the Owner's office located at 5786 Simcoe County Road 21, Utopia Ontario by **no later than 2:00 PM local time on March 21, 2025** (the "**Closing**").
- 4.2 No Bids electronically transmitted (e-mail) or delivered via facsimile will be



accepted.

- 4.3 Any Bids received after the Closing will not be opened and will not be considered.
- 4.4 Bid Forms shall be signed by a Bidder's duly authorized signing officer/representative.
- 4.5 Bid prices must be in Canadian dollars and include all government taxes, GST or HST if applicable, custom duties and excise taxes in effect at closing. Taxes must be displayed separately of other costs.
- 4.6 Bids shall be irrevocable and shall remain open for acceptance by the Owner for a period of 60 calendar days from Closing.
- 4.7 Bidders shall be solely responsible for the delivery of their Bids in the manner and time prescribed. Bids that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, or that contain arithmetical errors, erasures, alterations, reservations, or irregularities of any kind, may, at the sole discretion of the Owner, be declared informal and rejected.
- 4.8 Bids that contain prices which appear to be so unbalanced that they may adversely affect the interests of the Owner, may be rejected. Bids may also be rejected if they are based on an unreasonable period for completion of the Project work.
- 4.9 Notwithstanding paragraph 4.2, the Owner may, in its sole discretion, extend the time to receive any Bid delivered after the Closing.

5. **EVALUATION PROCESS**

Proposals will be assessed based on the following:

- 5.1 Understanding of the assignment.
- 5.2 Qualifications of the personnel assigned to complete the work.
- 5.3 Previous experience on assignments of similar nature.
- 5.4 Past performance in the provision of services to the Township of Essa or other municipalities if applicable.



- 5.5 Quality of submission.
- 5.6 Any value-added components.
- 5.7 Length and strength of warranty:
- 5.8 Serviceable estimated lifespan of installation:
- 5.9 Project schedule.
- 5.10 Cost.

5.11 EXAMINATION OF CONDITIONS

- 5.12 The site is available to view at 60 Mike Hart Drive, Angus
- 5.13 An optional site inspection will be available for the Bidder, on March 10th between 10-11am at the site location. Access to the Project sites will be made available by contacting the person(s) set out under SECTION 18. The Township will not be liable for any costs incurred by the bidder for such a presentation/site visit.
- 5.14 In submitting a Bid, it will be assumed that the Bidder has carefully examined the site of the proposed Project and the Bid Documents, has fully informed itself as to the existing conditions and limitations under which the Project work is to be performed, the conditions which may be encountered, the materials and equipment required to be supplied to perform and complete the project to the Owner's satisfaction and has included in its Bid the complete cost of the work required.
- 5.15 No claims or allowances will be considered based on the assertion by the Bidder that it was not aware of existing site conditions, or the provisions or conditions covered by the Bid Documents.
- 5.16 Bidders are responsible for reviewing site conditions and reporting in writing any discrepancies which may affect the Bid Price and/or completion schedule. Extras will not be allowed for discrepancies unless reported during the Bid period and within 7 calendar days prior to Closing.

6. INTERPRETATIONS AND ADDENDA

- 6.1 While the Owner has used reasonable efforts to ensure that all information contained in the Bid Documents is complete and accurate, the Owner provides



no representations, warranties, or conditions of any kind in connection with these Instructions to Bidders, express or implied. Without limited the preceding sentence, the Owner does not represent warrant or guarantee that the information contained in these Bid Documents is complete or accurate and assumes no liability for any errors or omissions contained in the Bid Documents.

- 6.2 Should a Bidder find omissions from or discrepancies in any of the Bid Documents or should the Bidder be in doubt as to the meaning of any part of such Bid Documents, the Bidder should notify the person(s) set out under Section 18 no later than 7 calendar days of the Closing via email. If the Owner considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be **issued and posted on the Owner's website**. Bidders may also be advised by addenda of any other additions, deletions or alterations to the Drawings and Specifications. All such addenda shall become part of the Bid Documents.
- 6.3 No oral interpretation or instructions shall be effective to modify the provisions of the Bid Documents. The Owner will not be responsible for any oral interpretation or instruction.
- 6.4 All addenda, if issued, during the bid period shall become part of the Bid Documents and shall supersede and amend the Bid Documents, as required. **Any addendum will be issued and posted on the Owner's website.**

7. ACCEPTANCE/REJECTION OF BIDS

- 7.1 The Owner reserves the right, in its sole discretion, to reject any or all Bids as the interests of the Owner may require, without stating the reasons therefore, including without limitation, the lowest priced Bid.
- 7.2 The Owner reserves the right to request supplementary or additional information from one or more Bidders after Closing without affecting the validity of the Bids submitted, as may be required to clarify a Bid, and facilitate the Owner's decision to accept a Bid. Such requested information shall not alter the Bid, unless agreed upon by both parties, or constitute negotiation with the Bidder, and the Owner is not obligated to seek clarification from a Bidder where its Bid is deficient or not acceptable. The supplementary or additional information obtained by the Owner may be in one or more of the following forms: presentations, interviews, written form, or graphic form.
- 7.3 The Owner reserves the right, in its sole discretion, to accept the Bid that in the



Owner's sole discretion it deems the most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice. The successful Bid, if any, will be selected by the Owner based on any number of criteria that the Owner, in its sole discretion, considers relevant, including without limitation (and not listed in order of importance), any combination of: stipulated price, separate prices, alternative prices and product options, construction schedule, proposed subcontractors, proposed supervision and project management, related qualifications and experience with similar work projects, and any other factor the Owner deems relevant. The submission of Bids does not obligate the Owner to accept any Bid or to proceed further with this Bid Call or with the Project.

- 7.4 The Owner may, in its sole discretion, exercise its right or option to waive any irregularity or non-compliance in any Bid, including a Bidder's failure to submit any one of the documents provided under Section 3.
- 7.5 The Owner reserves the right, in its sole discretion, to negotiate with one or more of the Bidders and/or to re-tender the work, cancel this Bid Call, cancel the Project or any of the work.
- 7.6 By submitting a Bid, the Bidder acknowledges the Owner's rights as stated herein and absolutely waives any right of action against the Owner, its representatives, agents, or advisors for the Owner's failure to accept the Bidder's Bid whether such right of action arises in contract, negligence, bad faith, or any other cause of action. Without limiting the foregoing, by submitting a Bid, each Bidder covenants and agrees that, under no circumstances, shall the Owner, or any of its representatives, agents or advisors, be liable to any Bidder, whether in contract, tort, restitution, bad faith, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this Bid Call, a Bidder's response to this Bid Call or due to the acceptance or non-acceptance of any Bid, or as a result of any act or omission by the Owner and/or its representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the Bid Documents, or any other documents or information provided to a Bidder, or arising with respect to the rejection or evaluation of any or all of the Bids, any negotiations in respect of these Instructions, or the selection of any Bidder. Further, each Bidder shall indemnify and hold harmless the Owner, its representatives, agents and advisors, from and against any and



all claims, demands, actions or proceedings brought by third parties, including but not limited to a Bidder's subcontractors or suppliers, in relation to this Bid Call.

- 7.7 The Owner reserves the right, in its sole discretion, to modify or supplement the terms and conditions of the Tender or to negotiate different terms and conditions of the Tender with the selected Bidder to reflect changes in the requirements or the nature of the work and services procured.
- 7.8 Bidders shall be solely responsible for and bear all costs of preparing and submitting Bids in response to this Bid Call. The Owner will not be responsible or liable to any Bidder, for any costs or expenses, incurred by a Bidder in preparing and submitting a Bid in response to this Bid Call or participating in this Bid Call. For greater certainty, if the Owner elected to reject all Bids submitted in response to these Instructions to Bidders, the Owner will not be liable to any Bidder(s) for any costs, penalties or damages arising therefrom.
- 7.9 It shall be understood by all Bidders that the Bids shall be valid and irrevocable subject to acceptance by the Owner and that no adjustment shall be made to the Bid price for a period of up to and including up to 90 calendar days from Closing if required.
- 7.10 The Owner will notify the successful Bidder of the award within 30 calendar days after the Closing. Notice of acceptance of a Bid will be by telephone and written notice. Immediately after acceptance of a Bid by the Owner, the successful Bidder will provide the Owner with any required documents within 7 calendar days of the date of notification of award.
- 7.11 If a Bid is accepted by the Owner within the aforementioned time period by written notification of acceptance of the Bid, the successful Bidder shall execute and deliver to the Owner the required documentation within seven (7) calendar days of receipt of notice of the award to the project from the Owner or within such further or other period as the Owner may prescribe and shall thereafter commence work as stipulated in these Instructions to Bidders, pursuant to the Owner's direction.
- 7.12 Within seven (7) calendar days of receipt of notice to the successful Bidder they shall provide proof of a general liability insurance policy in the amount of not less than \$5,000,000 (five million dollars) per occurrence, to indemnify the



Corporation of the Township of Essa against any damages occasioned through any act, omission or neglect of the successful Bidder with carrying out the service under this Tender (pursuant to paragraph 8.13 below), and a valid/current WSIB clearance certificate.

- 7.13 If a Bid is accepted by the Owner within the aforementioned time period by written notification of acceptance of the Bid, the successful Bidder shall deliver to the Owner within seven (7) calendar days of receipt of the Owner's notification of acceptance, certificate(s) of insurance from an approved insurance company licensed to carry on business where the Work is to be performed, evidencing the insurance coverage as required (pursuant to paragraph 8.13 above).
- 7.14 It is understood and agreed that if the successful Bidder fails to deliver all required documents or commence work when directed by the Owner, the Owner will be entitled to all remedies available at law and in equity, including but not limited to damages amounting to the difference between the accepted Bid and the price of the project submitted on the Schedule of Items and Prices Form and the Bid Form that is subsequently and consequently signed.
- 7.15 Without limiting the foregoing, the Owner further reserves the right, in its sole discretion, to cancel this Bid Call if the Bid prices received exceed the Owner's internal budget for the Project, or should the Owner not receive any satisfactory Bids, or should the Owner receive an insufficient number of Bids, or should unforeseen circumstances arise at any time before the Bid irrevocability period expires, or for any other reasons relevant to the Owner.

8. **FREEDOM OF INFORMATION**

- 8.1 All information obtained by the Bidder in connection with this Bid Call is the property of the Owner and shall be treated as confidential and not used for any purpose other than for replying to this Bid Call. Bidders may declare confidentiality of their Bid; however, the Owner is required to adhere to the requirements of *the Municipal Freedom of Information and Protection of Privacy Act*, as amended.
- 8.2 Any personal information required on the Bid form is received under the authority of the Township of Essa. This information will be an integral component of the bid submission.



- 8.3 All written Bids received by the Owner become a public record. Once a Bid is accepted by the Owner, all information contained in it is available to the public including personal information. Respondents should identify any portions of their Proposal which contain a trade secret, scientific, technical, financial, commercial or labor relations information supplied in confidence, and which will cause harm disclosed. The Township cannot ensure that any given portion of any materials received in response will not be ordered released under MFIPPA.
- 8.4 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:

Lisa Lehr, Clerk
Township of Essa
5786 Simcoe County Road 21, Utopia On, L0M 1T0
T: 705.424 9917 Ext. 117

9. LITIGATION

- 9.1 The Owner reserves the right to reject any bids received from a Bidder, that is, or whose affiliated or subsidiary companies, or principals are, at the time of submission, engaged in a legal dispute with the Owner.

10. CONFLICT OF INTEREST

- 10.1 All Bidders shall disclose to the Owner any potential conflict of interest. If such a conflict of interest does not exist, the Owner may, at his discretion, withhold the selection.
- 10.2 The Bidder represents, warrants, and covenants that no member of the municipal council of the Owner, as applicable, and no officer or employee of the Owner is, or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or otherwise, in the performance of the work, or in the supply of materials or services, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived therefrom.



11. ACCESSIBILITY

- 14.1 Under the Accessibility for Ontarians with Disabilities Act, 2005, S.O 2005, c. 11 (AODA), the Township is required to incorporate accessibility criteria, features and designs when procuring or acquiring goods, services, self- service kiosks or facilities, including written materials, web content and the delivery of programs, except where it is not practicable to do so.
- 14.2 [The Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11](#) (AODA) and [Regulation 191/11 Integrated Accessibility Standards](#) (IAS), requires anyone who provides goods, services or facilities on behalf of the Township to receive training on these standards and on the [Human Rights Code](#) as they pertain to persons with disabilities.
- 14.3 Successful Bidder must keep records of all training, including dates when training was provided, the number of employees who received training and individual training records for their business. Successful Respondents are required to make this information available to the Township and/or the province upon request.

12. MUNICIPAL RECORDS MANAGEMENT

Successful Bidders Obligations Concerning Township Records

The Successful Proponent hereby agrees:

- (a) to exercise such reasonable care and diligence in the use and storage of the Township's records as a careful and vigilant owner of similar goods would exercise in the custody of them under similar circumstances and provide competent personnel to assure reasonable performance in meeting such obligations and more particularly to be mindful and observant of the Township's statutory obligations respecting retention and storage of records, including without limitation personal information, under the *Municipal Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c. M.56;
- (b) to restrict entry of or access by unauthorized persons to its Facilities.
- (c) to hold confidential and provide adequate protection for all records and other information relating to the Township's records, including protection against unauthorized access, use, copying, disclosure, or destruction.



(d) to return all the Township's records promptly upon request following the termination of the agreement; and

(e) to make such rules and regulations as may from time to time be necessary for the safety, care and management of the Township's records and its Facilities.

13. **TOWNSHIP'S USE OF BID**

13.1 The Owner may reproduce the Bidder's Bid, or any part of the Bid, and any supporting documentation for internal use only.

14. **OWNERSHIP**

14.1 The information, documentation, plans and/or other work product that result from the award of this Bid Call the successful Bidder will become the exclusive property of the Owner.

15. **LANGUAGE AND GOVERNING LAW**

15.1 All documents relating to the Bidder's Bid and all communications between the Bidder and the Owner will be in the English language. Except with otherwise disclosed, all references to times in these Bid Documents will mean Eastern Standard Time (EST). These Instructions to Bidders and each Bid will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

16. **FORCE MAJEURE**

16.1 Notwithstanding the provisions of the tender, the Township shall not be liable for damages or liquidated damages arising from the termination or postponement of any tender or request for proposal released or contract entered with a bidder, if and to the extent that its delay in performance or other failure to perform the obligations under the contract, is the result of an event of force majeure.

16.2 Force majeure means an event beyond the control of the Township and not involving the Township's fault or negligence and not foreseeable. Such events may include, but not restricted to fire, flood, natural disaster, pandemics, epidemics, plague, and quarantine restrictions.

16.3 If a force majeure situation arises, the Township shall promptly notify any



bidders of such conditions and cause thereof. The Township shall at its sole discretion determine whether to terminate or postpone any tender or contract either released or entered with a bidder.

17. CONTACT INFORMATION

- 17.1 Chris Rankin Manager of Parks and Recreation
Township of Essa
5786 Simcoe Country Road 21
Utopia Ontario,
L0M 1T0
T: 705 424 9917 ext. 141

Bid Form

**This entire form must be completed, signed, and
returned as part of the proposal submission**

**RFP # PR-002-25 Supply and Installation of Outdoor Mini
Rink and Concrete Pad**

As Supplied by: _____



Respondent Name

Street Address:

Province:

Postal Code:

Email Address:

Hereinafter called the Respondent

To:
Township of Essa
5786 Simcoe County Road 21
Utopia, ON
L0M 1T0

Hereinafter called the Township

The Bidder declares:



1. We acknowledge and agree to abide by all of the terms and conditions as set out in the Instructions to Bidders.
2. We acknowledge the Owner is administering the request for bids ("**Bid Call**") for the above-referenced Project, and that this bid ("**Bid**") is provided to the Owner and if accepted, as described below, the Proposal Bid documents for the contract between the undersigned and the Owner.
3. We have carefully examined the Bid Documents, including without limitation, any addenda issued by the Owner, visited, and investigated the Project sites, and examined all conditions affecting the required work that is the subject of this Bid (the "**Work**").
4. We agree to provide all labor, services, and materials necessary to perform the **Work for the stipulated price of: \$** _____ **the ("**Bid Price**") in lawful money of Canada; included in which are all customs, duties, freight, exchange and all other charges and taxes, but excluding Harmonized Sales Tax ("HST").**
5. If notified of the award of the Contract, we agree to commence the Work, on the date approved by the Township, and to attain Substantial Performance of the Work by the completion timelines outlined in **Section 2 General**. Construction duration for shall be inclusive of all statutory and non-statutory holidays, weekends, and vacations.
6. Without limiting the declaration in paragraphs 1 and 3 of this Bid Form, that we have carefully examined the Project site and existing conditions; the requirements of the Owner's construction schedule (the "**Project Schedule**"); and have satisfied ourselves that we and any and all subcontractors and suppliers on which this Bid is based are capable of meeting all requirements of the Project Schedule, and of executing the Work in accordance with the Owner's requirements and the terms (described below).
7. We herewith submit as schedules to this Bid Form, the following:
 - (a) a detailed breakdown of the proposed budget to complete the Work, including the Bid Price.
 - (b) a detailed project schedule outlining major activities, estimated timelines and completion which aligns with the Owner's requirements under the



General, Project Schedule and Bid Documents.

- (c) proof of insurance in a form required by the Bid Documents.
 - (d) a valid WSIB clearance certificate.
 - (e) a copy of the Bidder's Health and Safety Policy as it relates to the required work, if more than 5 workers are employed by the Bidder as required by the *Occupational Health and Safety Act*.
 - (f) proof of qualifications and training to confirm that all employees or agents of the Bidder that will be engaged in the Project are properly licensed, qualified, and trained to perform the Work.
8. We agree that this Bid must be delivered by hand, couriered, or in-person **by March 21st 2025, at 2:00 PM ("Closing")**, as prescribed in the Instructions to Bidders or Addendum, to the Owner's contacts as prescribed in the Instructions to Bidders, and will be valid and irrevocable and subject to acceptance by the Owner for a period of 60 days from Closing.
9. If we are notified of the acceptance of our Bid and prior to commencing the Work we will provide the Owner (within 7 Working Days of acceptance) with the following documents:
- (a) copies of insurance policies and endorsements as required.
 - (b) A valid WSIB Clearance Certificate.
10. We declare that no person, firm or corporation other than the undersigned has any interest in this Bid for which this Bid is made.
11. We further declare that:
- (a) There is no pending or threatened legal action(s) against the Bidder, which may have an impact on the availability of the product, equipment, services or materials that would be required to be supplied by us if awarded the Contract for the Work.
 - (b) We have not, under the laws of any province, territory, state, or country, in the last three (3) years, other than as listed below:
 - (i) Been declared bankrupt or made a voluntary assignment in



- bankruptcy or
- (ii) Made a proposal under any legislation relating to bankruptcy or insolvency; or
 - (iii) Been subject to or instituted any proceedings, arrangement, or compromise with any creditors, including having had a receiver and/or manager appointed to hold his, her, or its assets, other than as described below.
- (c) There are no judgments that are outstanding or have been rendered against us, or against any of our current officers, directors, or employees in respect of a fraud, theft, deceit, misrepresentation, negligence, or a breach of contract within the last three (3) years, other than as listed below.
12. We, the undersigned, understand and agree that this bid may be disqualified if any of the information contained in this declaration is found to be false.
13. We further agree as follows:
- (a) That the Owner reserves the right to:
 - (i) reject any Bid, including the lowest priced Bid.
 - (ii) verify with any Bidder any information set out in a Bid, request written clarification of any Bid, and the submission of supplementary written information in relation to the clarification request and incorporate a Bidder's response to such request for clarification into the Respondent's Bid.
 - (iii) disqualify any Bid that contains misrepresentations or other inaccurate or misleading information.
 - (iv) cancel this Bid Call at any stage, including after Closing, without awarding a Contract, or issue a new Bid call for the same or similar Work and invite others to submit Bids, in addition to the Undersigned.
 - (v) accept any Bid, in whole or in part.
 - (vi) award contracts to more than one Bidder for various components of the Work.



- (vii) negotiate any of the terms contained in this Bid with one or more Bidder.

14. We further acknowledge that:

- (a) By signing and submitting this Bid, we acknowledge, agree and accept all of the Owner's reservation of rights and exclusions of liability set out in the Instructions to Bidders; namely, the Bidder acknowledges the Owner's rights as stated herein and absolutely waives any right of action against the Owner, its representatives, agents or advisors for the Owner's failure to accept the Bidder's Bid whether such right of action arises in contract, negligence, bad faith, or any other cause of action. Without limiting the foregoing, by submitting a Bid, each Bidder covenants and agrees that, under no circumstances, shall the Owner, or any of its representatives, agents or advisors, be liable to any Bidder, whether in contract, tort, restitution, bad faith, or pursuant to any other legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this Bid Call, a Bidder's response to this Bid Call or due to the acceptance or non-acceptance of any Bid, or as a result of any act or omission by the Owner and/or its representatives, agents or advisors, including any information or advice or any errors or omissions that may be contained in the Bid Documents, or any other documents or information provided to a Bidder, or arising with respect to the rejection or evaluation of any or all of the Bids, any negotiations in respect of these Instructions, or the selection of any Bidder. Further, each Bidder shall indemnify and hold harmless the Owner, its representatives, agents, and advisors, from and against all claims, demands, actions or proceedings brought by third parties, including but not limited to a Bidder's subcontractors or suppliers, in relation to this Bid Call.

Bidders shall be solely responsible for and bear all costs of preparing and submitting Bids in response to this Bid Call. The Owner will not be responsible or liable to any Bidder, for any costs or expenses, incurred by a Bidder in preparing and submitting a Bid in response to this Bid Call or participating in this Bid Call. For greater certainty, if the Owner elected to reject all Bids submitted in response to these Instructions to Bidders, the Owner will not be liable to any Bidder(s) for any costs, penalties or damages arising therefrom.

Signed, sealed, and submitted for and on behalf of:



Supply & Install Dasher Board System & Cement Pad Brownley Meadow Park
February 15, 2025

Company: _____
(Name)

(Street Address)

Signature: _____

Name/Title: _____

I have authority to bind the company.

Witness: _____

Dated at _____ this ____ day of _____, 2025

(Bids by individuals or partnerships shall be witnessed).

This form must be completed, signed, and returned as part of the proposal submission.



Supply and Installation of Outdoor Mini Rink and Concrete Pad

Site preparations	\$ _____.
Concrete Pad	\$ _____.
Board System	\$ _____.
Installation	\$ _____.
HST	\$ _____.
Total Cost (including HST)	\$ _____.

Project will meet substantial completion by July 15, 2025.

Yes _____

No _____

If cannot be completed by July 15, 2025. Please specify date of completion.

_____.

Bidder: _____ **Date** _____

Signature: _____

Respondent

Signature

Date



Subcontractor Information Form

This form must be completed, signed, and returned as part of the proposal submission.

1. Check Here _____ If **NO Subcontracting**.
2. The **Bidder** shall list below, the Subcontractors which will assist in the completion of the Work. Additional sheet may be used if there are more subcontractors assisting in the project.

Subcontractor 1

Name of Subcontractor: _____

Address of Subcontractor: _____

Work type to be Subcontracted: _____

Scope of Work and Experience: _____

Subcontractor 2

Name of Subcontractor: _____

Address of Subcontractor: _____

Work type to be Subcontracted: _____

Scope of Work and Experience: _____



Respondent

Signature

Date

Bidder's Ability and Experience Form (References)

This form must be completed, signed, and returned as part of the proposal submission.

The Bidder shall provide below information on other Customers who have had similar work carried out.

Reference 1

Customer:

Contact and Telephone Number:

Additional Comments (optional):

Reference 2

Customer:

Contact and Telephone Number:

Additional Comments (optional):

Reference 3

Customer:

Contact and Telephone Number:

Additional Comments (optional):



The Bidder agrees that by signing this form the Corporation of the Township of Essa is permitted to contact the References noted on this form.

Respondent

Signature

Date

Occupational Health and Safety Statutory Declaration

This form must be completed, signed, and returned as part of the proposal submission.

In submitting this quotation, I/We, on behalf of _____
Legal name of company

Certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2)(j) the Occupational Health and Safety Act, R.S.O. 1990, c.O.1, as amended.

Note: This OHS Act requirement (a) does not apply to employers with 5 or less Employees.

- (b) With respect to the services being offered in this proposal, I/We, and our proposed subcontractors, acknowledge the responsibility to, and shall:
 - (i) fulfill all the “employer” obligations under the OHSA and ensure that all work is carried out in accordance with the OHSA and its regulations.
 - (ii) ensure that adequate and competent supervision is provided as per the OHSA to protect the health and safety of workers; and
 - (iii) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- (c) I/We agree to take every precaution reasonable in the circumstances for the protection of worker safety, as required under the OHSA.



Dated at _____ this _____ day of _____ 2023.

Authorized signing officer for the Respondent

Title

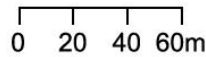
Phone Number



County of Simcoe - Web Map



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Jan. 23, 2025

