

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**  
**PARKS DEPARTMENT**  
**REQUEST FOR PROPOSAL**  
**FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012**  
**CONTRACT NO. 2012-01**

**SEALED PROPOSALS**, enclosed in an envelope clearly indicating "Request for Proposal for the supply of Plants and Shrubs for 2012" will be received by the undersigned until 2:00 P.M., local time, Thursday, January 26<sup>th</sup>, 2012.

Documents and specifications may be obtained from Mr. Rick Bull, Parks Foreperson, 3 Timber Road, Elliot Lake, Ontario, telephone (705) 848-3455.

Please note that all proponents are invited to attend the RFP opening at the Municipal Offices immediately following the closing time.

The Corporation is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the proposals in any manner it deems fit.

L. Sprague, Clerk  
Municipal Offices  
45 Hillside Drive North  
ELLIOT LAKE, ONTARIO  
P5A 1X5

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**  
**PARKS DEPARTMENT**  
**REQUEST FOR PROPOSAL**  
**FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012**  
**CONTRACT NO. 2012-01**

TO: ALL PROPONENTS

SUBJECT: **RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012,  
CONTRACT NO. 2012-01**

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The City of Elliot Lake is seeking proposals for the supply of Plants and Shrubs for 2012.

Proposals must be submitted in an envelope clearly marked "CONTRACT NO. 2012-01, RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012." Attached is the subject proposal that must be submitted to the City of Elliot Lake, 45 Hillside Drive North, Elliot Lake **NO LATER THAN 2:00 p.m.**, (our time) on Thursday, January 26<sup>th</sup>, 2012.

Proposals will be opened immediately following the closing time. Please be advised only the names of those proponents who have submitted a proposal will be released at the meeting. Information regarding pricing or contents of the proposal submissions will not be provided as we reserve the right to negotiate with all bidders.

The Corporation is not bound to accept the lowest or any proposal and reserves the right to reject all proposals. The Corporation also reserves the right to evaluate the proposals in any manner it deems fit.

**Communications**

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the City of Elliot Lake and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses, Proponents are encouraged to email their questions as soon as possible to [rbull@city.elliottlake.on.ca](mailto:rbull@city.elliottlake.on.ca) or fax to (705) 461-7309. No verbal instructions or verbal information to bidders will be binding on the City of Elliot Lake. **Do not contact any other staff persons, other than the Parks Foreperson regarding this proposal.**

Yours truly

Rick Bull  
Parks Foreperson

**SECTION I**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PARKS DEPARTMENT  
RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012  
CONTRACT NO. 2012-01**

**CHECKLIST**

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**The following checklist has been included to ensure that all of the City's requirements are met:**

1. Please provide three (3) complete copies including the Proposal Bid Form and the Customer Reference Form with one (1) complete copy designated as the original.
2. Return the Proposal Bid Form properly completed and signed where indicated.
3. Return the Customer Reference Form properly completed and signed where indicated.
4. Ensure the Addendum Acknowledgment Section has been completed if any addendums have been issued. Failure to complete this form when addendums have been issued may render your proposal as non-compliant.
5. The Instructions to Proponents Section have been carefully reviewed and all requirements have been submitted with your proposal.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PARKS DEPARTMENT  
RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012  
CONTRACT NO. 2012-01**

**INSTRUCTIONS TO PROPONENTS**

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**1. Scope**

The City of Elliot Lake is seeking proposals for the supply of plants and shrubs for the summer of 2012.

Plants are to be of a good size and colourful. Plants are to be grown in grower's peat based potting soil.

Overgrown or stretched plants, plants considered inappropriate in size and plants with pests and/or diseases will be refused.

Each tray must be clearly tagged/labelled and in case of individual plants less than 48 or 24 or 71 to a tray, each one should be clearly tagged for type of plant, and colour.

Expected delivery date for baskets, depending on weather (frost), June 11<sup>th</sup>, 2012 and flowers/shrubs, one week later.

Substitutes are acceptable if they work into our garden designs. Clearly provide details about plant being substituted.

Pot size and packaging, different from the normal sizing and packaging, have to be approved. Details to be provided by supplier.

**2. Addenda**

Proponents may, during the proposal period, be advised by addenda of required additions to, deletions from or alterations in the requirements of the Request for Proposal documents.

A copy of all addenda shall be either hand delivered, or sent by courier, electronic correspondence, or fax, to each prospective Proponent who has obtained Request for Proposal documents.

Addenda will be issued under the following circumstances:

- a) Interpretation of RFP documents as a result of queries from prospective proponents;
- b) Revision, deletions, additions or substitutions of any portion of RFP documents.

All such changes as addressed in the addenda shall become an integral part of the RFP documents and shall be allowed for in arriving at the proposal price.

**Addendums which have financial implication and have not been acknowledged on the Proposal Bid Form will be automatically rejected.**

Oral instructions shall not be considered valid unless they are confirmed in writing by the Parks Foreperson.

**3. Copies of Proposal**

Proponents are requested to provide three (3) complete copies of their proposal, **(including the Proposal Bid Form)**, designating **one (1) complete copy as the 'original'**. **Proponents are also required to clearly label the 'original' as the 'original' on the front cover of their proposal.**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PARKS DEPARTMENT  
RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012  
CONTRACT NO. 2012-01**

**INSTRUCTIONS TO PROPONENTS**

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**4. Validity of Proposals**

See Appendix C to the Procurement By-Law 04-108, attached hereto.

**5. Proposal Bid Form**

The proposal bid form provided with this RFP must be used or your proposal will be rejected. **Alteration of the bid form template is strictly prohibited.**

Please ensure your Proposal Bid Form is secured inside the front of your "original" RFP. Copies of the Proposal Bid Form are also to be secured inside the front of the additional copies (3) that are required to be submitted.

**6. Acceptance of Terms**

Each Proponent, by submitting a proposal, represents that the Proponent has read, understands and accepts the terms and conditions of the Request for Proposal in full.

**7. Negotiations and Review of Offers**

Discussions may be conducted with Proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

All discussions and negotiations must be coordinated through the office of the Parks Foreperson. **Do not contact any Municipal Staff regarding this RFP other than the Parks Foreperson.**

**8. Legal Agreement**

The successful Proponent may be required to enter into and execute a legal agreement with the City of Elliot Lake.

**9. Conflict of Interest**

All firms are required to disclose to the City any potential Conflict of Interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful Proponent, the City may, at its discretion, refrain from awarding the project to the Proponent.

The Proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The Proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
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**10. Proposal Confidentiality**

The Parks Foreperson will consider all proposals as confidential, subject to the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act. Information pertaining to pricing or any content of the proposals will remain confidential as we reserve the right to negotiate with all Proponents.

Proponents shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by the Proponent or disclosed by the City of Elliot Lake in the course of carrying out this project.

The successful Proponent further acknowledges that all reports, data, documents, materials and information of any kind whatsoever prepared in the course of carrying out this project are the sole and exclusive property of the City of Elliot Lake and shall not be disclosed or released to any person or organization without the prior written consent of the City of Elliot Lake.

**11. Costs Incurred by Proponents**

All expenses involved with the preparation and submission of proposals to the City of Elliot Lake, or any work performed in connection therewith shall be borne by the Proponent. No payment will be made for any proposals received or for any other effort required or made by the Proponent prior to commencement of work as defined by the proposal approved by the City of Elliot Lake.

**12. Proposal Expiry Date**

Proponents hereby acknowledge that offers contained within their proposals shall be irrevocable for a period of ninety (90) days from the closing date of the RFP or until a contract is signed with the successful Proponent, whichever comes first.

**13. Exclusivity Clause**

The City makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement executed with the successful Proponent will not be an exclusive contract for the provision of the described deliverables. The City may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

**14. Indemnification**

The successful Proponent shall indemnify and hold harmless the City of Elliot Lake, its officers, council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the City of Elliot Lake and against all loss, liability, judgements, claims, suits, demands or expenses which the City of Elliot Lake may sustain, suffer or be put to resulting from or arising out of the successful Proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful Proponent, its agent, officials and employees.

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**15. General Commercial Liability Insurance (NOT APPLICABLE)**

The successful Proponent will be responsible for submitting a copy of a General Commercial Liability Insurance Certificate for this project in the amount of \$3,000,000. This policy must not contain a limitation, exclusion or restriction that would otherwise limit coverage for loss caused by failure to perform.

**16. Professional Liability Insurance (NOT APPLICABLE)**

The successful Proponent will be responsible for submitting a copy of a Professional Liability Insurance Certificate for this project in the amount of \$2,000,000.

**17. Automobile Liability Insurance (NOT APPLICABLE)**

The successful Proponent will be responsible for submitting a copy of Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the Bidder and endorsed to provide the City with not less than 30 days notice in writing in advance of any cancellation.

**18. Assignment**

The successful Proponent will not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.

**19. Record and Reputation**

Without limiting or restricting any other right or privilege of the City and regardless of whether or not a tender or proposal or Proponent/Bidder otherwise satisfies the requirements of a tender or RFP, the City may reject summarily any proposal or tender from any person where:

- 1) In the opinion of the Council of the City of Elliot Lake or the Parks Foreman, the commercial relationship between the City and the Bidder/Proponent has been impaired by the prior and/or current act(s) or omissions(s) of such Bidder/Proponent including but not limited to:
  - a) litigation with City of Elliot Lake;
  - b) the failure of the Proponent/Bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the City by such Proponent/Bidder, after the City has made demand for payment of same;
  - c) the refusal to follow reasonable directions of the City or to cure a default under any contract with the City as and when required by the City or the City's Representatives;
  - d) the Proponent/Bidder refusing to enter into a contract with the City after the Proponent or Bidders tender or proposal, bid or quote has been accepted by the City;
  - e) the Bidder/Proponent refusing to perform or to complete performance of a contract with the City, at any time, after the Proponent has been awarded the contract by the City;

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**19. RECORD AND REPUTATION con't . . . .**

- f) acts(s) or omission(s) resulting in a claim by the City under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on a RFP or a tender; within the five (5) year period immediately proceeding the date on which the RFP/tender is awarded;
- 2) In the opinion of the Council of the City of Elliot Lake or the Parks Foreperson, there are reasonable grounds to believe that it would not be in the best interests of the City to enter into a contract with the Proponent/Bidder, including (without limiting the generality of the foregoing);
  - a) the conviction of that person or any person with whom that person is not at arm's length within the meaning of the Income Tax Act (Canada) of an offence under any taxation statute in Canada;
  - b) the conviction or finding of liability of that person under the Criminal Code or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
  - c) the conviction or finding liability of that person under the Environmental Protection Act, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence a gross disregard of the part of that person for the environmental well-being of the communities in which it carries on business;
  - d) the conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
  - e) the conviction or finding of liability of that person under the Securities Act or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

**20. WSIB (NOT APPLICABLE)**

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following:
  - I. Workplace Safety & Insurance Board Firm Number
  - II. Workplace Safety & Insurance Board Account Number
  - III. A "Clearance Certificate" issued by WSIB indicating that the Bidder's account is in good standing.
- b) The Bidder understands and agrees that the provisions of the Occupational Health & Safety Act and Regulations and the City's Health & Safety policies will be strictly adhered to at all times.
- c) The Bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.

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- d) The WSIB does recognize “Independent Operators” in the construction industry. This individual will have the following characteristics:
- offers services to various firms; report to the government as a self-employed business (Revenue Canada/GST); owns and operates their own equipment.

This person therefore is not automatically covered for WSIB purposes. This person must contact WSIB for a “worker status ruling” as an independent operator and subsequently provide the City with a copy of the letter from the WSIB.

**21. Errors and Omissions**

The City of Elliot Lake shall not be held liable for any errors or omissions in any part of this RFP. While the City of Elliot Lake has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City of Elliot Lake, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

**22. Alternate Proposals**

Proponents may wish to submit one (1) or more proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable. Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

**23. Acceptance of Proposal**

The Proponent agrees that, notwithstanding anything to the contrary in the Request for Proposal that a maximum of ninety (90) days shall be allowed between the date that proposals are opened and the date that a proposal is awarded, cancelled or recalled.

The Proponent agrees that the City has the right to accept all, any or none of the proposals submitted. The Proponent also agrees that the lowest or any proposal may not necessarily be accepted. Following contract award, the Parks Foreperson shall notify the successful Proponent that their proposal has been accepted. The formal contract agreement will also be sent to the successful Proponent, with instructions on how to properly complete and sign the document.

The successful Proponent is to be allowed not more than fourteen (14) days from receipt of the document for the execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the Proposal Deposit if applicable.

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**24. Withdrawal Procedures**

A Proponent may request that their submitted proposal be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the proponent wishing to withdraw from a particular RFP must attend the City Clerk's office and execute an appropriate withdrawal form, signed by a principal of the Proponent, or provide a letter from the Proponent, signed by a principal, withdrawing the proposal.

The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal for the same contract provided that all of the RFP procedures are observed and the new proposal is received prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one proposal from the same Proponent will result in the disqualification of the Proponent.

The Proposal Deposit shall be forfeited to the City when a Proponent attempts to withdraw their proposal after proposals have been opened, in addition to any consequence or legal penalty that may apply.

**25. Results**

The name of the successful Proponent and the accepted price shall be deemed public information following the award of the contract; however unit prices will not be disclosed where proposals were requested as a total contract price.

**26. Award**

The City reserves the right in its sole discretion to negotiate modifications to any proposal received without becoming obligated to offer to negotiate with any other Proponent(s). If negotiations with the selected Proponent are unsuccessful, the City reserves the right in its sole discretion to enter into negotiations with any other Proponent(s).

Upon successful negotiations with a selected Proponent leading to a contract acceptable, the council of the City of Elliot Lake may in its discretion award a contract. The award will be subject to the successful execution of an agreement.

**27. Privilege Clause**

The lowest or any proposal not necessarily accepted.

**28. Communications**

All communication must be directed through the Parks Foreperson (as noted in the covering letter) before and after the close of the tender or request for proposal. This is to ensure that all Proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying. Proponents that do not follow this instruction may be subject to disqualification.

**29. Terms of Payment**

The terms of payment for all invoices relating to this tender/proposal are **net 30 days** unless otherwise specified in the document.

**30. Consideration of "Approved Equal"**

The decision of the City in determining approved equal status for any item, equipment, material or product shall be final and shall be made only by the City.

**APPENDIX “C”**

**To By-Law 04-108 of the Corporation of the City of Elliot Lake**

	<b>IRREGULARITY</b>	<b>ACTION</b>
1.	Late Bid.	Automatic rejection
2.	Bid completed in pencil.	Automatic rejection
3.	Bid surety not submitted with the bid when the bid request (or any addenda) indicated that such surety is required.	Automatic rejection <b>Not applicable to this tender.</b>
4.	<b>EXECUTION OF AGREEMENT TO BOND:</b> a. Bond company corporate seal or equivalent proof of authority to bind company or signature missing; b. Surety company not licensed to do business in Ontario	Automatic rejection <b>Not applicable to this tender.</b>
5.	<b>EXECUTION OF BID BONDS:</b> a. Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing; b. Corporate seal or equivalent proof of authority to bind company or signature of BONDING COMPANY missing.	Automatic rejection <b>Not applicable to this tender.</b>
6.	<b>OTHER BID SECURITY:</b> Cheque which has not been certified.	Automatic rejection <b>Not applicable to this tender.</b>
7.	Bidders not attending mandatory site meeting.	Automatic rejection
8.	Unsealed tender envelopes.	Automatic rejection
9.	Proper response envelope or label not used.	Acceptable if officially received on time
10.	Pricing or signature pages missing	Automatic rejection
11.	Insufficient financial security (i.e., no deposit or bid bond or insufficient deposit).	Where security is required and amount is not specified in request, automatic rejection unless insufficiency is <u>deminimus</u> (trivial or insignificant) – where security is required and amount of security is specified in request, automatic rejection
12.	Bid received on documents other than those provided in request.	Automatic rejection unless specified otherwise in the request
13.	<b>EXECUTION OF BID DOCUMENT</b> Proof of authority to bind is missing.	Automatic rejection
14.	Part bids (all items not bid).	Acceptable unless complete bid has been specified in the request
15.	Bids containing minor clerical errors.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
16.	Uninitialled changes to the request documents which are minor (i.e., the bidder’s address in amended by overwriting but not initialled).	2 working day to correct initial errors. City reserves the right to waive initialling and accept bid
17.	Alternate items bid in whole or in part.	Available for further consideration unless specified otherwise in request
18.	Unit prices in the schedule of prices have been changed but not initialled.	2 working days to correct initial errors. City reserves the right to waive initialling and accept bid
19.	Other mathematical errors, which are not consistent with the unit prices.	2 working days to initial corrections. Unit prices will govern.
20.	Pages requiring completion of information by vendor are missing.	Automatic rejection
21.	Bid documents which suggest that the bidder has made a major mistake in calculations or bid.	Consultation with a Solicitor on a case-by-case basis and referenced within the staff report if applicable

**NOTE:** The above list of irregularities should not be considered all-inclusive. The City Clerk, in consultation with the requisitioning department will review minor irregularities not listed. The City Clerk may then accept the bid, or request that the bidder rectify the deviation.

**SECTION II**

**PROPOSAL FORM**

Proposal By: \_\_\_\_\_  
Firm's Name

\_\_\_\_\_  
Address

To: His Worship the Mayor and Members of Council  
City of Elliot Lake  
45 Hillside Drive North  
ELLIOT LAKE, Ontario

herein referred to as the "Owner"

We have carefully examined the Instructions to Bidders, the Form of Agreement and the Specifications (herein collectively called the "Contract" or "Contract Documents") for:

**RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012**

and, will provide same in accordance with the terms contained herein for the total sum of (exclusive of taxes):

\$ \_\_\_\_\_ (repeat in writing) \_\_\_\_\_

\_\_\_\_\_

We also agree as follows:

*First:* Within seven days from the date of notification of acceptance of this proposal, to execute the Contract and to furnish to the Corporation satisfactory Performance Guarantee as specified in the Instructions to Bidders guaranteeing the faithful performance of the work.

*Second:* To leave this tender open for acceptance for a period of 90 days from the closing date of tender.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

**WITNESS:**

***BIDDER, AND SIGNATURE OF  
SIGNING OFFICER***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PARKS DEPARTMENT  
RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012  
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**ADDENDUM ACKNOWLEDGMENT FORM**

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Failure to complete this section when addendums have been issued may render your Proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the Bidder agrees to complete the work in accordance with the Proposal Specifications, and the following Addenda:

Addendum No.\_\_\_\_\_, dated\_\_\_\_\_, 2012.      Addendum No.\_\_\_\_\_, Dated\_\_\_\_\_, 2012.

Addendum No.\_\_\_\_\_, dated\_\_\_\_\_, 2012.      Addendum No.\_\_\_\_\_, Dated\_\_\_\_\_, 2012.

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I have read, acknowledge and understand all terms, conditions and requirement contained in this tender:

**COMPANY NAME:** \_\_\_\_\_

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

\_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_ **E-MAIL:** \_\_\_\_\_

**NAME AND POSITION OF PERSON SIGNING:** \_\_\_\_\_  
(Please Print)

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

“I have the authority to bind the Corporation/Company/Partnership”

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**LOWEST OR ANY PROPOSAL NOT NECESSARILY ACCEPTED**

### SECTION III

#### AGREEMENT

THIS AGREEMENT made in triplicate the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand Twelve by and between

---

Hereinbefore and hereinafter called the "**Contractor**"  
and

---

Hereinbefore and hereinafter called the "**Owner**"

WITNESSETH: That the Contractor and Owner for the considerations hereinafter indicated undertake and agree as follows:

#### ARTICLE I

The Instructions to Bidders, the Proposal Form with the Lump Sum Price, and Specifications/Terms of Reference are to be read herewith and form part of the present Agreement as fully and completely to all intents and purposes as though all the stipulations thereof had been embodied herein.

#### ARTICLE II

The Contractor undertakes and agrees:

- a) To provide all necessary labour, equipment and materials and perform all the works as described in the Contract Specifications entitled:

#### **RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012**

which were prepared by The Corporation of the City of Elliot Lake, Parks Department, 3 Timber Road, Elliot Lake, Ontario.

- b) To do and fulfill everything indicated by this agreement and the Instructions to Bidders and Specification/Terms of Reference.

**ARTICLE III**

The owner undertakes and agrees:

To pay the Contractor in lawful money of Canada for the performance of the work (subject to additions and deductions as provided in the General Conditions of the Contract) at the lump sum price

\_\_\_\_\_ )  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

**ARTICLE IV**

The Contractor and the Owner for themselves, their successors, and assigns, hereby undertake and agree to the full performance of the covenant contained herein and in the General Conditions of the Contract, and that this Agreement with the General Conditions of the Contract, the Proposal with the Lump Sum Schedule, and the Specifications constitute the Contract and the Plans.

**ARTICLE V**

The Contractor agrees to carry out this Agreement in a manner calculated to avoid additional expenses and additional legal costs being incurred by the Owner and undertakes to indemnify the Owner for all such additional legal expenses and any legal costs arising from the carrying out of this Agreement including, without limited the generality of the foregoing, the Contractor agrees to indemnify the Owner for all legal expenses and legal costs that the Owner may be compelled to pay in respect of any Lien claim or claims which may be claimed or registered.

**ARTICLE VI**

The terms "Owner", and "City" and "Corporation" as mentioned in the Agreement, the Information for Bidders, the Proposal, the General Conditions and the Special Conditions of the Contract, and Specifications, shall mean "The Corporation of the City of Elliot Lake".

**ARTICLE VII**

If and whenever either party hereto desires to give notice to the other party or in connection with this Agreement, such notice will be effectively given if sent by registered mail to:

The Contractor at

The Owner at

Municipal Office  
45 Hillside Drive North  
Elliot Lake, Ontario  
P5A 1X5

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**(THE CONTRACTOR**

(  
(BY \_\_\_\_\_

(AND \_\_\_\_\_ (SEAL)

**(THE CORPORATION OF THE CITY OF  
ELLIOT LAKE**

(  
(BY \_\_\_\_\_

(MAYOR

(  
(AND \_\_\_\_\_ (SEAL)

(CLERK

\_\_\_\_\_  
**WITNESS**

**THE CORPORATION OF THE CITY OF ELLIOT LAKE  
PARKS DEPARTMENT  
RFP FOR THE SUPPLY OF PLANTS AND SHRUBS FOR 2012  
CONTRACT NO. 2012-01**

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**CUSTOMER REFERENCE FORM**

Please provide Two (2) Customers that have received an order size of Plants and Shrubs similar to the proposal being submitted to the City of Elliot Lake.

<b>CUSTOMER (NAME OF COMPANY)</b>	<b>NAME, POSITION OF CONTACT PERSON</b>	<b>PHONE NUMBER (INCLUDE AREA CODE)</b>

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

"I have the authority to bind the Corporation/Company/Partnership"

**THE CORPORATION OF THE CITY OF ELLIOT LAKE**  
**PARKS DEPARTMENT**  
**2012 Plant Material Order**

<b>Plant Name</b>	<b># of Plants</b>	<b>Variety</b>	<b>Color</b>
<b>Ageratum</b>	212	Blue Hawaii	Blue
<b>Alyssum</b>	220	Wonderland	White
<b>Begonias</b>	45	Prelude	Red
	45	Prelude	White
<b>Bracteantha</b>	8	Baby Gold	Yellow
<b>Calibrochoa</b>	8	Million Bells	Blue
	10	Million Bells	Yellow
	12	Million Bells	White
<b>Coleus</b>	25	Dipped in Wind	Assorted/Vegetative
<b>Celosia</b>	250	Fresh Look	Yellow
<b>Dracaena</b>	20	Spike	Green
<b>Dusty Miller</b>	748	Silver	Silver
<b>Geraniums</b>	110	Zonal	White
	683	Zonal	Red
	100	Zonal	Salmon Blush
	360	Zonal	Lt. pink
	260	Zonal	Orange
	130	Zonal	Violet
<b>Lobelia</b>	24	Vegetative (Luguna )	Blue
<b>Marigold</b>	250	Bonanza	Yellow
<b>Petunia</b>	535	Grandiflora – Dreams	Blue
	902	Grandiflora – Dreams	Red
	1100	Grandiflora - Dreams	White
	50	Wavy	Blue
	15	Wavy	Coral Reef
	40	Wavy	Red
	96	Wavy	White
	6	Priscilla Trailing	Lavender
	32	Priscilla Trailing	White
	15	Surfina	Sky Blue
<b>Pansy</b>	90	Delta	Black/Yellow
	900	Delta	Red
	1150	Delta	White
<b>Rubrum</b>	20	Fountain Grass	Purple

<b>Salvia</b>	150	Vista(mixed)	Red
<b>Ivy</b>	15	German Ivy	Green
<b>Vinca Vine</b>	50		Green
<b>Hanging Baskets</b> (130) - See pictures at end of document.	6 plants in each ( 3 of each color per basket)	65 Purple Wave 65 Misty Lilac	*Note: the # of baskets is subject to change
<ul style="list-style-type: none"> <li>• <b>Fertilizer</b> supplied for all plants for this growing season in 15 kg bags.</li> <li>• <b>Self watering baskets - supplied by the City of Elliot Lake (see photos at end of document). These baskets have wicking material (supplied) that must be placed properly so that the peat mix does not go through the holes into the water reservoir at the bottom of the basket. Baskets are 18” across (outside with round bottom), 7” deep and 15” across inside.</b></li> <li>• <b>Soil</b> must be Promix soil type.</li> <li>• <b>Each tray must be clearly tagged/labelled and in case of individual plants less than 48 or 24 or 72 to a tray, each one shall be clearly tagged for type of plant and color.</b></li> <li>• <b>Include a list for plant spacing and recommended fertilizing and watering requirements for each variety.</b></li> </ul>			
<b>Shrubs</b>			
Potentilla	4	Gold Drop – 50 cm	Yellow
Euonymus	4	Dwarf Burning Bush- 50cm	
Dogwood	4	Red Osier – 50 cm	
Blue Spruce	#	species	TBD

