



MUNICIPALITY OF CENTRAL MANITOULIN

REQUEST FOR PROPOSAL

for

LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT

TENDERS CLOSE

DATE: *August 29, 2025* @ 12:00 PM EDT

LOCATION: Municipal Office
Municipality of Central Manitoulin
6020 Hwy 542, Mindemoya, Ontario

PROPONENTS' QUESTIONS (If required) SUBMITTED BY:

August 15, 2025

Responses expected from Municipality of Central Manitoulin on or before

August 22, 2025

Responses will be posted on the Municipal website at:

<https://www.centralmanitoulin.ca/business-development/bids-and-tenders/>

LATE TENDERS WILL NOT BE ACCEPTED

ELECTRONICALLY TRANSMITTED SUBMISSIONS (E-MAIL ONLY) WILL BE ACCEPTED.

The Municipality of Central Manitoulin reserves the right to accept or reject all or part of any Proposal and also reserves the right to accept other than the lowest proposal and to cancel this Call for Proposals at any time.

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1. DEFINITIONS

The following definitions apply to the interpretation of the Bid Documents;

"Addenda or Addendum" means such further additions, deletions, modifications or other changes to any Bid Documents.

"Bid Documents" means collectively all of the documents comprising the Call for Bids, namely Part I to V, inclusive.

"Bid or Bid Form" means the Bid in the form prescribed by these Bid Documents and completed and submitted by a Proponent(s) in response to and in compliance with the Call for Bids and the Bid Documents and for the purpose of entering into the Project with the Owner in the event of award.

"Bid Security and Contract Security" means the Bid Security documentation referred to and described in Part I, Instructions to Proponents.

"Call for Proposals" means the Call for Proposals on the terms and conditions set forth in the Proposal Documents.

"Closing Time" means the time specified in Part 1, Instructions to Proponents, Section 1, by which all Proposal submissions shall be received and stamped by the Owner.

"Contract" means the agreement in writing governing the Supply and Services, which has been executed by the Owner and successful Proponent following acceptance by the Owner of the successful Proposal submission.

"Council" means the elected Council for the Municipality of Central Manitoulin

"Mandatory Requirements" means those requirements described in Part I, Instructions to Proponents, which shall be fully satisfied in order for any Proposal to be considered by the Owner as a qualified Proposal.

"Owner, Municipality and Corporation" The Municipality of Central Manitoulin, as the case may be, and as identified in the Call for Proposals, and Proposal Documents and for the purpose of the award and execution and performance of the Project shall mean the entity awarding the Project.

"Sub Contractor" means a legal entity approved by the Owner undertaking the execution of a part of the Work pursuant to an agreement with the Proponent, and includes both "brokers" and "subcontractors".

"Proponent" means the successful Proponent to whom the Project is awarded and undertaking the execution of the Project.

"Supply" means to supply the necessary tools, material, equipment, and product to satisfy the Proposal requirements.

"Work" means Work/service performed to meet a demand to comply with the conditions of the Project, delivery dates, specifications and technical assistance.

2. OVERVIEW & SCOPE OF WORK

The Municipality of Central Manitoulin is calling for proposals to create design plans, engineered construction drawings and a design report for the retrofit and upgrade of the current Mindemoya Lake Pavillion Building located in the town of Mindemoya, with details as outlined in the **Project Specifics**.

3. INTRODUCTION

The Municipality of Central Manitoulin is located on the North Shore of Lake Huron. The municipality is located approximately south central on Manitoulin Island. The Municipality is a single tier municipality, and as such is responsible for providing such services as fire protection, public works, water and wastewater, parks and recreation, building and planning and development control. The Municipality is serviced by Highway 542 and Highway 551. The Municipality's current population is approximately 1958.

4. OBJECTIVES

The primary goal for this proposal is to obtain quotes to create a design plan with engineered construction ready drawings and a design report for the retrofit upgrades of the Mindemoya Lake Pavillion Building. The finished set will be *shelf ready* for the tendering stage.

5. PROPOSAL SCHEDULE & CLOSING TIME

Task	Date
Issue Request for Proposal	July 30, 2025
Receipt of Proponents Questions	August 15, 2025
Response to Proponents Questions	August 22, 2025
RFP Closing Date	August 29, 2025
Evaluation of Proposals by Staff	September 2, 2025
Recommendation - Property Committee	September 9, 2025
Council Approval	September 11, 2025
Project Award	September 19, 2025

6. INQUIRES

All inquiries concerning this Proposal, including specifications, process and results are to be directed in writing (e-mail) through: Denise Deforge CAO/Clerk , Municipality of Central Manitoulin, ddeforge@centralmanitoulin.ca

Inquiries must not be directed to any other Municipal employee.

No clarification requests will be accepted by telephone. Receipt of proponent's questions are due by **August 15, 2025**. A transcript of questions and responses will be posted on the Municipal website at <https://www.centralmanitoulin.ca/business-development/bids-and-tenders/> on or before **August 22, 2025**.

7. PROPOSAL OPENING

Electronic Proposals received, by the date and time of closing, will be opened by the CAO/ Clerk and Maintenance Supervisor on **August 29, 2025 at 1:15 P.M.**

8. LATE PROPOSALS

Late proposals will not be accepted.

9. DELIVERY OF TENDERS

Secured Quotes will be received via Electronic Submission (email) to The Municipality of Central Manitoulin until 12:00pm, local time on Friday August 29, 2025. The submission deadline is the time that the submission is received and not sent by the sender. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726. Submissions shall be emailed to ddeforge@centralmanitoulin.ca with subject line: **"RFQ 2025-08 CEN MAN LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT"**.

***The access key to open the secured electronic submission** will be supplied to the The Municipality of Central Manitoulin at 1:00pm, local time on Friday August 29, 2025. Confirmation of receipt can be requested by calling the Municipal Office at 705-377-5726. Submissions shall be emailed to ddeforge@centralmanitoulin.ca with subject line: **"RFQ 2025-08 CEN MAN LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT – ACCESS KEY"**.

10. RFP SUBMISSIONS

One (1) Complete proposal should be submitted, including any addendum that may have been issued, and clearly identified with the included submission label.

11. BASIS OF REJECTION OF TENDER / RIGHT TO ACCEPT

Tenders not conforming to the following requirements may be disqualified:

- i) Tender must be on form provided.
- ii) Tender must be legible in ink by hand, by typewriter or by printer
- iii) Tender must be in the possession of the municipality by the closing date and time.
- iv) Tender must be signed and sealed by an authorized official of the bidding organization.
- v) A joint tender must be signed and sealed by each company
- vi) All items must be bid.
- vii) Tender must not be restricted or modified in any way
- viii) The tender price shall be firm, and any price escalation clause shall render the tender unacceptable.

Failure to complete the tender form and specifications will render the tender unacceptable. The Municipality reserves the right to reject any or all quotations or to accept any quotation should it be deemed in the best interest of the Corporation to do so.

12. CONTENTS OF PROPOSALS

A single proposal is to be coordinated and submitted by the Proponent with the required information as noted below.

Proposals to be submitted must include, at minimum, the following information:

- i) A time schedule to be included in the Proposal (#35).
- ii) A listing of previous projects of a similar nature.

13. EVALUATION & SELECTION

The Evaluation Team will review and evaluate all submissions to ensure they comply with the terms and conditions of the Proposal Documents. Proposals that do not meet all the necessary criteria will be rejected without further consideration.

14. AWARD

Consideration for award shall only be undertaken in relation to Proponents who are determined by the Municipality to have satisfied all the requirements. The Evaluation Committee hereby reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- i) Accept a Proposal which is not the lowest Proposal submission, or reject a Proposal that is the lowest Proposal even if it is the only Proposal received;
- ii) Accept the Proposal deemed most favourable to address the scope of work.
- iii) Accept or reject any and all Proposals, whether in whole or in part;
- iv) Accept or reject any unbalanced, irregular, or informal Proposals; or
- v) Reject any Proponent who is involved in litigation with the Municipality of Central Manitoulin

15. CONSIDERATION

The Evaluation Committee reserves the right to consider, during the evaluation of Proposals:

- i) Information provided in the Proposal itself;
- ii) Information provided in response to enquiries of credit, experience and industry references set out in the Proposal;
- iii) Information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Proposal in relation to the reputation, reliability, experience and capabilities of the Proponent;
- iv) The manner in which the Proponent provides services to others;
- v) The experience and qualification of the Proponent's senior management, and project management;
- vi) The compliance of the Proponent with the Owner's requirements and specifications; or
- vii) The Proponent acknowledges that the Owner may rely upon the criteria, which the Owner deems relevant; even though such criteria may not have been disclosed to the Proponent. By submitting a Proposal, the Proponent acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner, by reason of the Owner's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in Project, negligence, or otherwise.

16. PROPONENT QUALIFICATIONS

Qualified Proponents are those which:

- have sufficient facilities and resources to meet the Municipality's needs;
- Demonstrate reasonable flexibility and willingness to work with the Municipality;
- Comply with the requirements of the Municipal Act;
- Provide a listing of at least 3 years experience with clients requiring services of a similar scope as the Municipality of Central Manitoulin.

17. PROPONENT'S STATEMENT OF UNDERSTANDING

It is understood that the Proponents have carefully examined all of the Proposal Documents and have carefully examined the Work to be performed under the Project if awarded. The Proponent also understands and accepts the said Proposal Documents, and for the prices set forth in the Proposal to be firm for the length of the project.

18. WITHDRAWAL OR ALTERATION OF QUOTE

A bidder who has submitted a quote may submit a further quote at any time up to the specified time and date for the RFQ closing. The last quotes received shall supersede and

invalidate all quotes previously submitted by that Bidder as it applies to this RFQ. All quotes will be irrevocable for a period of forty-five (45) days after closing of the RFP or until a Contract is signed with the successful Bidder, whichever comes first. The proponent will not change the wording of its tender after closing and no words or comments will be added to the tender unless requested by the Municipality for purposes of clarification.

19. SIGNED BID TO BE CONSIDERED AN OFFER

Each proposal will be received with the understanding that the acceptance in writing by the Municipality of the offer to furnish all or any part of the commodities or services described therein shall constitute a contract between the Bidder and the Municipality. The Bidder acknowledges that it has read this RFP, and all addenda, in their entirety, and understand and agrees to be bound by its requirements and comply with all sections of the RFP contemplated herein as well as all other terms, conditions and Specifications stated within the RFP, without qualification. Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect. No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing.

20. ERRORS, OMISSIONS AND DISCREPANCIES

No oral interpretation shall be effective to modify any provisions of these quote documents. Any modification or clarification shall be written Addendum only issued by the Maintenance Supervisor. The Addenda shall form part of the Tender Documents. Addenda will be posted on the Municipal website at: <https://www.centralmanitoulin.ca/our-government/bids-and-tenders/>. The Municipality of Central Manitoulin has used considerable effort to ensure that the information presented herein reflects, with reasonable accuracy, the nature of the goods and/or services requested and its factual components. The information is supplied as a guideline for Bidders and may not be completely accurate, comprehensive, or exhaustive. The Municipality does not make any representation, warranty or guarantee as to the accuracy of the information contained herein. It is the Bidder's responsibility to avail itself of all necessary information to prepare a response to this RFP. Nothing in the RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the RFP. There will be no consideration of any claim, after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the RFP or the Contract.

21. LIMITATION OF DAMAGES AND PROPONENTS' EXPENSES

The Bidder waives any claim, action or demand, however arising, whether in contract (including fundamental breach or breach of a fundamental term), tort (including negligence) or otherwise, or loss of profits, overhead expenses, liabilities, costs, expenses or other losses or damages incurred, sustained or suffered by themselves or any third party in connection with the acceptance or non-acceptance by the Municipality of any Tender, any delay in the acceptance of a Tender, or any other matters connected to the procurement or an subsequent negotiation process. Proponents are solely responsible for their own expenses in preparing a tender and for expenses incurred for subsequent negotiations with the Municipality, if any.

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject all proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

21. 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.

22. PRICES AND TAX

Unless otherwise stipulated, all prices bid must be stated in Canadian funds and are to be quoted F.O.B. Harmonized Sales Tax (HST), and all other applicable taxes and fees shall be listed separately from the price(s) quoted on this tender at the rate in effect at time of bidding. No variation in Bid Price(s) shall be permitted after the closing date.

23. CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

Tenders submitted to the Owner become the property of the Owner and as such, are subject to the "Municipal Freedom of Information and Protection of Privacy Act." In addition, certain contractual information must be disclosed to Council, and accordingly may become part of the public record. A Proponent receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep the Municipality of Central Manitoulin data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of the Municipality of Central Manitoulin. Municipality of Central Manitoulin RFQ 2025-08 CEN MAN LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT – Receipt of this RFP does not entitle the Proponent to associate its services with the Municipality of Central Manitoulin in any way, nor represents in any way that the Municipality of Central Manitoulin has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive the prior written approval of the Municipality of Central Manitoulin.

The submission of a proposal indicates acceptance by the respondent of all the conditions contained in this Request for Proposal unless clearly and specifically noted in the tender submitted and confirmed in the formal contract between the Municipality of Central Manitoulin and the Proponent. Deviations from the Request for Proposal must be clearly identified in the written submission. Tenders are subject to a formal contract being negotiated, prepared and executed. The Municipality of Central Manitoulin reserves the right to negotiate the terms and conditions of the contract. All correspondence, documentation and information provided to staff of the Municipality of Central Manitoulin by any proponent in connection with, or arising out of this RFP, and the submission of any Tender will become the property of the Municipality of Central Manitoulin and as such is subject to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Proponent's name at a minimum shall be made public upon request. In-line with MFIPPA, Proponents are advised to identify in their Tender material, any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. Any information in the Proponents' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' submissions to this RFP.

24. CONFLICT OF INTEREST, BRIBERY OR FRAUD

Should any prospective Proponent or any of their agents give or offer any gratuity or to attempt to bribe any employee of The Owner, or to commit fraud, the Owner shall be at liberty to cancel the prospective Proponent's submission or Tender and to rely upon the Tender Surety submitted for compensation if applicable. The Proponent agrees to be bound by the following requirements: Except as identified in the tender or as specified in the Contract, the Proponent must certify in its tender:

- That no person either natural or body corporate, other than the Proponent, has or will have any interest or share in this tender or in the proposed contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project, and Municipality of Central Manitoulin RFQ 2025-08 CEN MAN LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT
- The Proponent has no knowledge of the contents of other tenders and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the tender.

Neither the Proponent, relative, close friend or any employee of the Proponent should have any direct or indirect interest in an entity that provides goods or services to the Project. Proponents participating in this RFP process shall disclose prior to entering into an agreement any potential conflict of interest. If such conflict does exist, the Municipality of Central Manitoulin may at its discretion withhold the award of a contract from the Proponent until the matter is resolved. Neither, the Proponent, relative, close friend or any employee of the Proponent should offer or receive any entertainment, gifts, gratuities, discounts, commissions, fees or special services (gifts/donations), regardless of value, to or from any employee of the Municipality of Central Manitoulin, or to any consultant or contractor employed by the Municipality of Central Manitoulin, or to any real estate representative acting on behalf of the Municipality of Central Manitoulin. All Proponents shall report to the Municipality of Central Manitoulin any such attempts. The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a Contract agreement.

25. CANCELLATION

- i. In the event the successful Proponent does not comply with the specifications, terms and conditions, and scope of the Document, at any time throughout the duration of the Project, the Project shall be cancelled in accordance with the terms contained herein.
- ii. The Owner upon non-performance of Project terms may cancel the Project; however, in doing so, the Owner does not waive its right to rely upon any obligations or commitments agreed to by the Proponent as part of their Proposal. The Proponent remains liable for the difference between the next acceptable Proposal of goods and/or service Proposal prices.
- iii. Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Owner. This action shall not prevent the Owner from taking early payment discounts otherwise applicable.

26. REGULATION COMPLIANCE AND LEGISLATION

The Successful Proponent shall ensure all services and products provided in respect to this project are in accordance with and under authorization of all applicable authorities, Municipal, Provincial and Federal legislation, including but not limited to:

- The Occupational Health and Safety Act and its regulations;
- The Workplace Safety & Insurance Act and its regulations;
- The Canadian Environmental Protection Act and its regulations;
- The Drainage Act and its regulations;
- The Municipal Act and its regulations.
- Accessibility for Ontarians with Disabilities Act (AODA)
- All Applicable Building Codes

27. LAWS OF ONTARIO

Any Contract resulting from this Request for Proposal will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

28. ADDENDUM/ADDENDA

Addendum/Addenda if required will be issued by the Municipal Coordinator and shall hereby form part and parcel of the said Project. Failure to acknowledge Addendum/Addenda issued shall result in a non-compliant Proposal. All Addendum/Addenda should be issued to the Proponents before forty-eight (48) hours of Closing Time. The Municipality of Central Manitoulin will assume NO responsibility for oral instructions or suggestions. Addendums will be posted on our website at: <https://www.centralmanitoulin.ca/business-development/bids-and-tenders/>. **It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued by the Municipality.**

29. NON-WAIVER

No condoning, excusing or overlooking by the Owner of any default, breach or non-observance by the Proponent at any time or times in respect of any provision herein contained shall operate as a waiver of the Owner's right hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Owner herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Owner save only an express waiver in writing. Any Work completed by the Owner required by this agreement to be done by the Proponent shall not relieve the Proponent of his/her obligations to do that Work.

30. NON-ASSIGNMENT

The Proponent may assign neither this proposal nor any Work to be performed under this proposal or any part hereof without the prior written consent of the Owner. Such written consent however shall not under any circumstances relieve the Proponent of his/her liabilities and obligations under this Proposal and shall be within the sole and unfettered discretion of the Owner.

31. MEETINGS

The Proponent's representative(s), as requested by the Owner, shall attend all meetings required for the services.

The Proponent's representative(s) attending meetings shall be thoroughly versed and knowledgeable with respect to the proposed topics of discussion and shall have the authority to make the necessary decisions and commitments with respect to matters agreed upon at the meetings. One meeting is mandatory and is listed in the proposal schedule.

32. MUNICIPALITY NOT EMPLOYER

The Proponent agrees that the Municipality of Central Manitoulin is not to be understood as the employer to any successful Proponent nor to such Proponent's personnel or staff for any work, services, or supply of any products or materials that may be awarded as a result of this Proposal document. It is understood that the successful proponent will act as an independent contractor. Also, in accordance the *Occupational Health and Safety Act*, the successful Proponent herewith agrees to be the "contractor" as defined under this act.

33. WORKING LANGUAGE

The working language of the Municipality of Central Manitoulin is English and all responses to this Request for Proposal must be English.

34. TIMEFRAME OF THE PROJECT

The consultant shall include in the proposal a **timeframe illustrating the key stages of the process**, including the anticipated date of for the project initiation, a proposed schedule of meetings including a presentation to the general public and the final delivery date of completed plans. The proponent must confirm that they can meet these requirements and time lines. Failure to comply with all terms, specifications, requirements, conditions, and general provision of this proposal, to the satisfaction of the Municipality shall be just cause for the cancellation of the awarded tender. The Municipality shall then have the right to award this contract to any other submitter or to re-issue the Tender. The Municipality shall assess against the submitter, any damages whatsoever as a result of the failure to perform.

PROPOSAL FORM

THE MUNICIPALITY OF CENTRAL MANITOULIN

PROPONENT TO PROVIDE DETAILED PROPOSAL INFORMATION

DOCUMENTS TO BE ENCLOSED WITH THIS PROPOSAL FORM:

- ☐ Proponents Information Form Signed & Sealed
- ☐ Proposed Project Timeframe
- ☐ Completed Proposal Form
- ☐ Other information included

THE MUNICIPALITY OF CENTRAL MANITOULIN

PROPOSERS INFORMATION FORM

BIDDERS must complete this form and include with the Quotation Submission

Please ensure all information is legible.

1. Bidder's Contact Individual	
2. Address	
3. Office Phone #	
4. Toll Free #	
5. Cellular #	
6. Pager #	
7. Fax #	
8. e-mail address	
9. Website	
10. HST Account # (if applicable)	

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

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

ADDENDUM #

DATE RECEIVED

☐ Check here if NO Addendum received.

Bidder/Vendor: _____ Date _____

Signature: _____

THIS PAGE MUST BE INCLUDED WITH THE QUOTE SUBMISSION

To the Municipality of Central Manitoulin, Hereafter called the "Owner":

I/WE _____ the undersigned
declare:

1. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Proposal proposed to be undertaken.
2. THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE represent that no member of the Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Proposal, or in the supplies, Work or business in connection with the said Proposal, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
4. THAT the several matters stated in the said Proposal are in all respects true accurate and complete.
5. THAT I/WE do hereby Proposed and offer to enter into an agreement to Supply and deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange, H.S.T. in effect on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.
6. THAT additions or alterations to or deductions from the said Proposal, if any, shall be made in accordance with the prices stated in Provisional Items of the Schedule of Unit prices in strict conformity with the requirements of the Proposal and all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added.
7. THAT this Proposal is irrevocable and open to acceptance until the formal Proposal is executed by the awarded Proponent for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.
8. THAT the awarding of the Proposal, by the Owner is based on this submission, which shall be an acceptance of this Proposal.
9. THAT if the Proposal is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Proposal Document and to execute the agreement in triplicate within Seven (7) Working Days after notification of award. If I/WE fail to do so, the Owner may accept the next lowest or any Proposal or to advertise for new Proposals, or to carry out completion of the works in any other way they deem best and I/WE also agree to pay to the Owner the difference between this Proposal and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new Proposals, and shall indemnify and save harmless the Owner and their officers from all

loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

10. THAT I/WE agree to save the Owner, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Proposal of which the Proponent is not the patentee, assignee, or licensee.

THE PROPOSAL PRICE \$_____ (amount in figures in Canadian Dollars)

HST \$_____

TOTAL PROPOSAL PRICE \$_____

The undersigned affirms that he/she is duly authorized to execute this Proposal.

PROPONENT'S SIGNATURE AND SEAL : _____

POSITION : _____

WITNESS : _____

POSITION : _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____
(City/Town)

THIS _____ DAY OF _____ 20_____.

THIS PAGE MUST BE INCLUDED WITH THE QUOTE SUBMISSION

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025.

BETWEEN

THE MUNICIPALITY OF CENTRAL MANITOULIN

hereinafter called the "Owner",

AND

hereinafter called the "Proponent"

WHEREAS the Owner has awarded to the Proponent the Proposal for;

"LAKE MINDEMOYA PAVILLION DESIGN AND RETROFIT"

According to the terms and conditions herein referred to, the Proponent having put in a Proposal therefore, a copy of which is hereto annexed, which Proposal was accepted by the "Owner" on the;

_____ day of _____, 2025.

THE Proponent covenants and agrees with the Owner to provide, as more specifically set out in the Proposal Documents and provide such goods/services, labour of all kinds whatsoever as may be necessary for Supplying the said services, as hereinafter specified and in accordance with the conditions and requirements prepared therefore and attached hereto and which are expressly acknowledged and made part of this Proposal.

IN witness where of the parties hereto have hereunto set their hand and seals on the above date.

SIGNED, SEALED AND
DELIVERED

PROPONENT

By: _____

Position:

(I have authority to bind the Company)

Witness:

(If not under Seal)

THE MUNICIPALITY OF CENTRAL MANITOULIN

Per: _____

Denise Deforge CAO/Clerk
(I have authority to bind the Municipality)

APPENDICES

Project Specifics

Site Photograph

Site Map

PROJECT SPECIFICS

Site Location: **10 Will-o-wisp Way**, Mindemoya, ON, P0P 1S0

The retrofit design should reflect the desires and needs of the community while meeting all Municipal, Provincial and Federal legislation and regulations for new construction. The overall concept should capture design and construction components that are energy-efficient and help to reduce annual operating costs. The design report should outline systems and materials that will be integrated to help the Municipality achieve a sustainable facility with minimal maintenance requirements. The Municipality of Central Manitoulin is calling for proposals to create design plans, engineered construction drawings and a design report for the retrofit and upgrade of the current Mindemoya Lake Pavillion Building

The final design report will include budget estimates, timeline projections for construction as well as potential phases for construction and future expansion / development.

Progress and consultation meetings are required with Municipal staff throughout the design process ensuring that a *collaborative process* is maintained resulting in a design that reflects the community's goals and objectives.

Required Meetings (minimum).

- Project initiation, background information review and input, site visit – *staff*
- 2 Plan draft reviews - *staff*
- Presentation plan & design report - *Council and public.*
- Final plan & design report.

(Other meetings as required)

Suggested components and design criteria to be considered in the design:

Background information

- The current building has a small concession area with a small staff washroom with one (1) toilet and hand washing sink, and small storage/mechanical room all located adjacent the concession area.
- The ladies' washroom includes two (2) toilets and a hand washing sink.
- The men's washroom has one (1) toilet one (1) urinal and one hand washing sink
- The building will require a complete electrical review and potential upgrade.
- The building has a septic tank and field Bed (approximate age 1975)
- The water source for this location is a new 100 foot drilled low yielding well installation June 2025. A submersible pump, underground 1500-gallon holding tank, submersible pumps and expansion tank are scheduled for installation September 2025.

Structure and Design:

- Use of durable and appropriate materials that will extend the service life of the building.
- Components and assemblies that can be easily repaired or readily replaced.
- High efficiency automatic flushing toilets, low flow urinals, hands free faucets would all help to reduce water consumption.
- Energy efficiency in all aspects of the facility. Examples: on demand hot water system; New lighting technologies and LED fixtures in combination with indirect and

direct lighting applications, lighting controls and occupant sensors to reduce lighting costs

- Automatic ventilation controls and proper adequate ventilation.
- Include sufficient storage allocation for equipment and maintenance supplies.
- Exterior lighting should be provided for safety and security and should be night sky compliant.

Washroom Facilities:

- Minimum Two (2) Universal Barrier free washrooms that meets all AODA requirements.
- Options for (1) Universal Staff Bathroom
- The design shall include measures to allow for easy cleaning and servicing from maintenance staff and design elements should allow for the washroom facilities to be completely washed out with a floor drain

Operational Areas:

- Small concession Area
- Maintenance supply room with mop sink and janitorial storage
- Mechanical Room

Site Photographs:

