



## Request for Quote

### Grimsby Downtown Improvement Area

On behalf of the Grimsby Downtown Improvement Area, this Bid Solicitation is being issued to seek submissions from experienced/qualified firms.

#### FOR THE PROVISION OF FLORAL HANGING BASKETS

All compliant submissions will be reviewed as to best value, including but not limited to the lowest price, qualifications, capabilities, and experience of the bidder and the funds available by the GDIA to complete the work. The Board of the GDIA reserves the right to accept or reject all bids and waive minor informalities per Canadian competitive bidding laws. The Board of the GDIA relies on this advertisement to provide public notice of this business opportunity and is not obligated to notify bidders in any other manner.

Quotations will be received via email to [amanda@grimsbydowntown.com](mailto:amanda@grimsbydowntown.com) **no later than 4:30 p.m.** local time, **Monday, March 28, 2024**. Quotations received later than the time stated above may not be accepted. Bidders must instruct couriers and any who may be delivering your quotation submission that the package or envelope must be delivered via email to [amanda@grimsbydowntown.com](mailto:amanda@grimsbydowntown.com)

Quotations delivered to any other office or email will be rejected. The GDIA assumes no responsibility for Quotation submissions delivered by mail or courier. **DO NOT DELIVER THE QUOTATION SUBMISSION TO THE GRIMSBY TOWN HALL.**

Quotations may be submitted to 289-251-9574 or email: [amanda@grimsbydowntown.com](mailto:amanda@grimsbydowntown.com). Paper submissions must be delivered to the above location and include all required pages. All submissions are forwarded via email or fax marked GDIA – FLORAL BASKET SUBMISSION.

Quotation submissions must be signed by the Bidder in ink where stated on the Price Schedule Pages and other pages. Any corrections must be crossed out only and initiated by the Bidder. Erasures, white or any other corrective measures will be cause for rejection of the Bidder's Quotation submission.

**Rights of the Grimsby Downtown Improvement Area (henceforth GDIA) - By Submitting a Quotation in response to this RFQ, the Bidder agrees:**

- a) At its absolute discretion, the GDIA reserves the right to accept quotations deemed most advantageous to itself and reject any or all quotations in each case without giving any notice. All Quotations received will not necessarily be accepted. In no event will the GDIA be responsible for the preparation costs or the submission of a Quotation from any Bidder.
- b) Quotations which contain conditions or otherwise fail to conform to the terms and conditions of this RFQ may be disqualified or rejected. The GDIA may, however, in its sole discretion, reject or retain for its consideration Quotations which are non-conforming because they do not contain the content or form required by the Instructions to Bidders or for failure to comply with the process for submission set out in the Instructions to Bidders.
- c) Except as expressly and specifically permitted as set in the terms and conditions of this RFQ, no Bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ, and by submitting a Quotation, each Bidder shall be deemed to have agreed that it has no claim.
- d) The GDIA reserves the right to decline to contract with any Bidder regardless of any other factor, including without limiting the generality of the preceding, on the basis that the Bidder has an unsatisfactory record of compliance with the regulations of *The Occupational Health and Safety Act R.S.O. 1990, c. O.1* as amended.
- e) The GDIA reserves the right to exercise complete and unfettered discretion in all aspects of the conduct of this RFQ and any subsequent procurement process, the assessment and evaluation of Quotation submissions, including the choice of the Selected Bidder, without incurring any liability whatsoever to any Bidder, including any liability for costs, expenses, losses or damages, and without giving any reason therefore.
- f) The GDIA also reserves the right to modify specific details and deadlines, cancel this RFQ at any time before or following the stated RFQ closing time, consider Bidders who have not responded to this RFQ, and request additional information if deemed necessary by the GDIA and to take any steps whatsoever the GDIA deems essential to choose a Selected Bidder.
- g) The GDIA reserves the right to negotiate price, terms, conditions, or any other matter with the Selected Bidder. Should negotiations with the said Bidder not be successful, the GDIA reserves the right to enter into negotiations with the next lowest priced **or any other** Bidder regardless of ranking, cancel the RFQ altogether, or cancel and re-issue the RFQ.
- h) The Bidder agrees by submitting a Quotation in response to this RFQ that the GDIA has no obligation to reveal the results of or reasons for its decision in selecting a Contractor.
- i) The Bidder agrees that by submitting a Quotation in response to this RFQ, the GDIA will not provide any debriefing or provide any information regarding any Quotation submitted to any Bidder or discuss reasons why any Quotation submission was unsuccessful with any Bidder.
- j) The GDIA reserves the right to waive informalities and minor inconsistencies at its sole discretion.

**Completion of all Information Required**

All Bidders are required to complete all information requested in this Request for Quotation. Failure to do so will result in rejecting the Bidder's Quotation.

**Ownership of Work Product**

All documents submitted to the GDIA by the Bidder become and are the property of the GDIA. The GDIA may, without restriction, make use such documents and underlying concepts as it sees fit. The Bidder shall not be liable for any damage resulting from using said documents for purposes other than those described in this RFQ.

### **Irrevocable Offer**

By submitting a Quotation in response to this RFQ, the Bidder hereby acknowledges that offers contained within its Quotation shall be irrevocable and remain open for acceptance by the GDIA for not less than ninety (90) days from the closing date and time specified in this RFQ.

### **Withdrawal of Quotation**

- a) Bidders shall be permitted to withdraw their Quotation after the Quotation has been delivered to the GDIA at any time up to the official closing time by submitting a written request from the Bidder to the GDIA via email at [amanda@grimsbydowntown.com](mailto:amanda@grimsbydowntown.com) before the date and time specified for the RFQ closing. Bidders cannot withdraw their quotation following the RFQ's stated closing date and time.
- b) The GDIA reserves the right to withdraw, at its discretion, this Request for Quotation at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder as a result of such withdrawal.

### **Verification and Clarification**

Notwithstanding any clause, term or condition of this RFQ, the GDIA, at its sole discretion, reserves the right to verify or clarify any information or data contained in a Bidder's Quotation submission. Such requests by the GDIA shall not constitute any opportunity for the Bidder to adjust, improve, or add to their quotation submission.

If, in the sole opinion and determination of the GDIA, the Bidder has misinterpreted the services required in the RFQ or, underestimated the hours or value of the services to be performed or has submitted unbalanced prices or fees, not accurately reflecting the services requested, the GDIA may reject the Bidder's Quotation submission.

### **Conflicts of Interest**

In its Quotation, the Bidder must disclose to the GDIA any potential conflict of interest that might compromise the performance of the service. If such a conflict of interest exists, the GDIA may, at its discretion, refuse to consider the Quotation.

The Bidder must also disclose whether it is aware of any City employee, City Council member or member of a City agency or commission thereof having a financial interest in the Bidder and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Contract, the GDIA may, at its discretion, refuse to consider the Bidder's Quotation or withhold the awarding of any Contract to the Bidder until the matter is resolved to the WBIA sole satisfaction.

The GDIA reserves the right to disqualify a Bidder in the event of a conflict, real or perceived.

### **Health & Safety**

All work performed under this contract must be carried out in accordance with the terms and conditions of the

**OCCUPATIONAL HEALTH & SAFETY ACT, R.S.O. 1990**, as amended.

### **Compliance With Laws and Acts**

The Contractor shall comply with all Federal, Provincial and Municipal Laws, statutes, regulations, and by-laws relevant to this RFQ, including but not limited to:

- *The Occupational Health and Safety Act*, R.S.O. 1990, c. 0.1, as amended.
- *Workplace Safety and Insurance Act*, effective January 1, 1998, as amended
- *The Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended.

### **Workplace Safety & Insurance Board Requirements**

The Contractor must be in good standing with all the provisions of the Workplace Safety and Insurance Board (WSIB) and shall furnish the GDIA with a "Certificate of Clearance" from the WSIB before starting any work.

# Quote Specifications

**57 hanging baskets / 16” diameter indicating the nature of the basket (fibre, steel wire or other, for example)**

Quote a price per basket and basket maintenance.

Note the number of baskets may change within 10 plus or minus. Desired dates of maintenance and installation of hanging baskets:

1. One (1) week prior to the May long weekend, to be taken down the last week in September.

*Provide savings should the baskets be reduced to 16” and 14”.*

Desired dates of maintenance and installation of planters:

1. Summer seasonal from May until mid-October (to be determined by weather) with weekly maintenance at minimum three (3) times per week. Please include weekly maintenance as a separate line item if GDIA eliminates this requirement or the Town of Grimsby fulfils maintenance duties.
2. Possible Winter seasonal planters (20) from mid-November from late February to early March (to be determined by weather). No maintenance for the winter season is requested in this RFQ. **Please include separate from Summer baskets.**
  - 50 street planters of varying sizes - ranging from 2’ diameter round planters; 2 sq ft and 4 sq ft planters. Provide average price per planter with knowledge that some will require fewer plants and others greater.

For hanging baskets:

- Ability to grow or provide a number of baskets and plants for planters.
- Ability to maintain during the season (and thus have the necessary equipment) May through September.
- Ability to be approved by the Labour Board of Ontario regarding proper equipment and safety measures.
- Must provide a certificate of comprehensive general insurance for liability.
- Must provide a Standard Automobile Liability Insurance certificate on all owned and leased vehicles with inclusive limits of not less than Five Million per occurrence for bodily injury and property damage with a deductible not more significant than Five Thousand.
- As stated in general requirements, provide a certificate of clearance from WSIB.
- Ability to provide the hook and mechanisms safely for hanging floral baskets if current ones are not present or damaged.
- Ability to work with city staff regarding street planters.

This quotation is for one year, from May 2024 until April 2025. The quotes should show each year separately. Pictures of baskets previously designed for Grimsby or other BIA locations will be included.

Please note that the floral content is open for review, but suggestions are that they do not hang down more

than two feet below the bottom of the floral basket.