



REQUEST FOR QUOTATION

RFQ 2023-009

FIRE DAMAGED APARTMENT BUILDING REPAIR - 226 MAIN ST S, MOUNT FOREST, ON FOR THE TOWNSHIP OF WELLINGTON NORTH

Issued Date: Tuesday August 15, 2023
Closing Date: September 25, 2023
Time: 12:00 p.m. (noon)

Contact: Darren Jones, Chief Building Official
519.848.3620 Ext. 4462
djones@wellington-north.com

REQUEST FOR QUOTATION (RFQ) 2023-009

REQUEST FOR QUOTATION FOR DESIGN BUILD REPAIR TO FIRE DAMAGED APARTMENT BUILDING LOCATED AT 226 MAIN ST S, MOUNT FOREST, ON.

Information to Respondents

The Township of Wellington North is requesting quotations to design build a residential repair to comply with Property Standards Order A05-23 of a portion of a two storey wood frame apartment building damaged by fire located at 226 Main St S, Mount Ontario. There are 8 units directly affected and the area is approximately 340 square meters.

Scope of Work A

Remove and dispose of fire damaged roof trusses
Install new roof structure with sheet steel roofing
Board up broken doors and windows
Replace or board up damaged soffit and siding
Make building envelope weather tight in affected area

Scope of Work B

Remove and dispose of fire damaged or water damaged interior finishes
Remove and dispose of fire damaged or water damaged insulation

Site Meeting: Wednesday, September 6 at 9:00 am

All work to be carried out prior to January 31 2024.

Suppliers capable of fulfilling the outlined contract are invited to apply. Suppliers are to include the **Form of Quotation (Appendix A)**, completed in-full and executed by a signing authority on signatory line in hand writing. Respondents must submit in a sealed envelope clearly marked **RFQ 2023-009, by 12:00 pm, Monday, September 25, 2023** to:

Darren Jones

Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON N0G 2E0

This RFQ will not be a public opening. Lowest bid not necessarily accepted, and award of the work will be consistent with the Township's procurement policy. Unsuccessful Respondent's will be notified within four (2) weeks of submission date via email.

Questions/Contact Person

Any questions with respect to this RFQ shall be forwarded to Township Contact Person, Darren Jones, by email to djones@wellington-north.com.

All questions and answers will be made public via Township's RFP & Quotations link <https://wellington-north.com/government/quotations-rfps> to all involved persons. **Phone calls will not be accepted as a method for questions to be answered.**

No Collusion

Each Respondent will be responsible to ensure that its participation in this RFQ process is conducted fairly, and without collusion or fraud.

No Unauthorized Communication

All communications with respect to this RFQ must be directed to the Contact Person. Respondents will not communicate directly or indirectly with any other representatives of the Township of Wellington North, elected officials, or any other government employees involved in the Competitive Selection Process.

Form of Quotation

RFQ **Form of Quotation** (Appendix A) provided by the Township of Wellington North **MUST** be completed, signed, and placed in an envelope clearly marked RFQ 2023-009.

Deposits

A deposit is not required for this RFQ.

Form of RFQ Rejections

Quotations may be rejected for any one of the following reasons:

- a) Bids received after closing date and time;
- b) Bids received on other than the RFQ Forms supplied;
- c) Bids not completed in ink;
- d) Incomplete bids no certified cheque for quotation deposit (if applicable);
- e) Qualified or conditional bids;
- f) Bids not properly signed, references not provided; and/or
- g) Previously disqualified Respondent.

Privilege Clause

The Township reserves the right, in its sole discretion, to reject any or all bids, and the lowest or highest bid, as the case may be, will not necessarily be accepted. Without limiting the generality of the statement immediately above, the Township shall not be required to award or accept a proposal, or recall the proposal at a later date:

- a) When only one bid has been received as a result of the proposal;
- b) Where the lowest Respondent substantially exceeds the budgeted/estimated cost of the goods or service;
- c) When all bids received fail to comply with the specifications of the RFQ terms and conditions;
- d) Where a change in the scope of work or specifications is required.

Further the Township reserves the right to accept any portion of an RFQ. Selection of the successful Respondent's RFQ may be subject to approval by the Council of the Township of Wellington North.

Prices

Prices are to be in Canadian Funds, and to include all necessary labour, material and equipment required for the execution of the work, and are to remain firm for acceptance for a period of ninety (90) days after submission date.

Incurred Costs

The Township will not be liable nor reimburse any Respondents for costs incurred in the preparation of Proposals, attendance at meetings/related travel costs, or any other services that may be requested as part of the evaluation process.

Conflict of Interest

The Respondent shall disclose to the Township of Wellington North prior to award of the agreement, any potential conflict of interest. If such a conflict of interest does exist, the Township may, at its discretion, withhold the award until the matter is resolved or refuse to award.

Access to Information / Confidentiality of Information

The disclosure of information received relevant to Bid Solicitations or Awards shall be made by the appropriate officers in accordance with the provisions of all relevant privacy legislation including primarily the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended.

All Suppliers who contract with the Corporation shall adhere to or exceed the standards set in the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3, Sched. A, or other relevant Ontario or federal privacy legislation or common law as may be passed or amended from time to time, as if they were agents of the Corporation as relates to the confidential and secure treatment, including collection, use, disclosure or retention, of personal (health) information, other confidential information of the Corporation, and all records thereof which they come into contact with in the course of performing Services or providing Goods to the Corporation.

Any submissions made to the Township by respondents will become public record and could be accessed through a Freedom of Information request.

Indemnification

The successful Respondent shall indemnify and save harmless the Township of Wellington North, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of the negligence, errors, omissions, fraud or willful misconduct of the successful Respondent, its officers, employees, agents and sub-Respondents, or any of them, attributable to or in connection with the delivery or performance of the goods and services contemplated in this Request for Quotation, except to the extent that same is attributable to or caused by the negligence of the Township, its officers, employees and agents, or any of them. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful Respondent in accordance with this Request for Quotation.

Award

Award of this RFQ will be as prescribed with the current version of The Township of Wellington North's Purchasing and Procurement Policy.

Alteration or Withdrawal of Quotation

A quotation may be updated by submitting another quotation at any time up to the specified time and date of closing. The last quotation received shall supersede and invalidate all quotations previously received by the Respondent. The Respondent may withdraw the quotation at any time up to the specified time and date for the closing by submitting a letter bearing the Respondents signature. Telegrams, faxes or telephone calls will not be accepted.

Contract

The preferred RFQ Respondent must be prepared to enter into an agreement based on the contents of its **Form of Quotation**. The Township reserves the right to negotiate details of any contract and to make the necessary changes or substitution within the general scope of the contract or other tasks as assigned.

Respondents shall enclose in their submission (when required), a form of written contract they expect to be bound by in performing the work and services called for in this RFQ, and which will be reviewed and finalized by both parties.

Errors & Omissions

It shall be understood and acknowledged that while this RFQ includes specific requirements and specifications. Minor items or details not herein specified, but inherently required shall be provided as if specified in conformance with current practices and workmanship. Any omissions, errors or misinterpretation of these requirements and specifications or within the quote shall not relieve the Respondent of the responsibility of providing the goods and services as aforesaid.

Commercial General Liability

Where applicable the successful Respondent shall provide and maintain during the term of the contract, Comprehensive general liability insurance on an occurrence basis for an amount not less than Five

Million (\$5,000,000) dollars for any negligent acts or omissions by the Respondent relating to its obligations under this Agreement. Such insurance shall include, but is not limited to Bodily Injury and Property Damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile liability, broad form property damage, owners and Respondents' protective, products and completed operations, employees as additional Insured, occurrence property damage, contingent employers liability, cross liability and severability of interest clauses;

Such insurance shall add the Corporation of the Township of Wellington North as an Additional Insured subject to a waiver of subrogation in favour of the Township with respect to the operations of the Respondent. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful Respondent shall indemnify and hold the Corporation of the Township of Wellington North harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence act or omission whether willful or otherwise by the Respondent, its agents, officers, employees or other persons for whom the Respondent is legally responsible.

It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insured.

Purchase Order

The Purchase Order will constitute a binding contract between the Township and the successful bidder in accordance with the terms and conditions set out in these specifications, their addenda and any related correspondence.

Invoicing

Successful Respondent's invoice should be forwarded to:

Township of Wellington North
7490 Sideroad 7 West, P.O. Box 125
Kenilworth, ON N0G 2E0

Disputed Invoices

If any item or part of an item in an invoice submitted by the Respondent is contested by the Township of Wellington North, the Township of Wellington North must promptly notify the Respondent with reason(s).

Security of Township Premises

The Respondent must comply with all directions, procedures and policies relating to security pertaining to the Township premises and facilities.

Township Purchasing and Procurement Policy

This RFQ should be read and interpreted in conjunction with the current version of The Township of Wellington North's Purchasing and Procurement Policy.

APPENDIX A

FORM OF QUOTATION

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The Respondent has carefully examined the specifications and conditions attached to this quotation for this service contract. The Respondent understands and accepts the said specifications and conditions and, for the prices set forth in this quotation, hereby offers to furnish all labour, parts, materials, tools and repairs to complete the work in strict accordance with the specifications and conditions attached to this quotation.

It is agreed that this contract is a fixed price contract and any extra effort will be the responsibility of the Respondent.

I/We (the Respondent) promise to upon commencing work, diligently perform the work continuously without undue delay and further promise to complete the work in a timely and professional manner.

By: _____
Name of firm or individual (hereafter referred to as "the Respondent")

Address: _____

Phone: (work) _____ (cell) _____

Name of Signing Authority

Signature

Date

Contact Email

FIXED PRICE (HST exclusive): _____

ESTIMATED CONSTRUCTION DATE: _____