



REQUEST FOR QUOTATION
EXTERIOR GUARD REPLACEMENT
102 MAIN ST S, MOUNT FOREST
RFQ 2024-009

Issued Date: Wednesday July 10, 2024
Closing Date: Tuesday July 30, 2024
Time: 2:00 p.m.

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

RFQ 2024-009

**REQUEST FOR QUOTATION FOR EXTERIOR GUARD REPLACEMENT, 102 MAIN ST S,
MOUNT FOREST, TOWNSHIP OF WELLINGTON NORTH**

Information to Bidders

You are kindly invited to submit your quotation for the following items before **2:00 p.m. on July 30th, 2024**.

Location: 102 Main Street South, Mount Forest, Ontario

Item	Description
1	Perform work as specified in attached drawing package prepared by Homes By Design dated June 26, 2024
2	Take appropriate action to protect pedestrian traffic at the entrance to the building and on the sidewalk

All work to be carried out prior to November 1, 2024

Please send quotations to the attention of The Township of Wellington North Building Department at the above noted address on or before the closing date.

Lowest bid not necessarily accepted.

Questions

Any questions with respect to this request for quote (RFQ) shall be forwarded to Darren Jones, Chief Building Official by email, contact information is djones@wellington-north.com.

All questions and answers will be forwarded to all involved persons. **Phone calls will not be accepted as a method for questions to be answered.**

No Collusion

Each Proponent 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. Proponents 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.

Quote Forms

All Form of RFQ must be submitted on the RFQ Forms provided by the Township of Wellington North, completed and signed, and clearly marked on the outside of the envelope RFQ 2024-009.

Competency of Bidders

The Contractor must be prepared to provide the Township of Wellington North evidence of competency of the company to perform work similar in nature within the timeframe of the agreement. The bidder will provide two (2) references for work providing the Company Name, work completed, email and cell or work number to the satisfaction of the Township.

Deposits

A deposit is not required for this work.

Form of RFQ Rejections

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

- a) Bids received after closing date;
- b) Bids received on other than the forms supplied;
- c) Bids not completed in ink or by typewriter;
- d) Incomplete bids no certified cheque for tender deposit;
- e) Qualified or conditional bids;
- f) Bids not properly signed, references not provided; and
- g) Previously disqualified bidder.

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 quotation, or recall the quotation at a later date:

- a) When only one bid has been received as a result of the quotation;
- b) Where the lowest responsive and responsible bidder 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 RFQ shall be subject to approval by the Senior Management Team of the Township of Wellington North.

Prices

Prices proposed 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 closing date.

Incurred Costs

The Township will not be liable nor reimburse any Proponents 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 Proponent 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 Proponent 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 Proponent, its officers, employees, agents and subcontractors, or any of them, attributable to or in connection with the delivery or performance of the goods and services contemplated in this Request for Proposal, 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 Proponent in accordance with this Request for Proposal.

Award

All RFQ submitted shall be deemed to be accepted and work awarded when the successful bidder receives a letter of confirmation of successful award of the work from the Township. The award for this quote is subject to Council approval and budgetary restrictions.

Alteration or Withdrawal of Quotes

A quote may be altered by submitting another quote at any time up to the specified time and date of closing. The last quote received shall supersede and invalidate all quotes previously received by the Contractor for that contract. The contractor may withdraw the quote at any time up to the specified time and date for the closing by submitting a letter bearing the contractors signature. Telegrams, faxes or telephone calls will not be accepted.

Contract

The successful proponent must be prepared to enter into an agreement based on the contents of its submission and Form of RFQ. 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 Request for Quotation includes specific requirements and specifications minor items or details not herein specified, but obviously 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 bidder of the responsibility of providing the goods and services as aforesaid.

Insurance and Indemnification

The successful bidder shall, at its own expense, obtain and maintain required insurance until the termination of the contract, and provide the Township with evidence of:

Commercial General Liability

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 bidder 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 contractors' 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 bidder. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The successful bidder 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 bidder, its agents, officers, employees or other persons for whom the bidder is legally responsible.

Professional Liability Insurance

Professional liability (errors and omissions) insurance coverage shall be obtained to a limit of not less than Two Million (\$2,000,000) on claims made basis. Such coverage shall be maintained for a period of two years subsequent to conclusion of services provided under this Agreement.

The successful bidder shall at their own expense obtain and maintain insurance as stipulated in the contract for the duration of the contract. The bidder shall provide the Township with a letter from their insurance broker confirming their ability to meet the insurance requirement as set out in the contract and that if they are successful, they will provide the Township with a certified copy of a liability insurance policy covering public liability and property damage for no less than the minimum amounts within 10 days of notification of acceptance of the contract award. The policy must contain: A “cross liability” clause or endorsement: An endorsement certifying that the Corporation of the Township of Wellington North and the successful bidder are included as an additional named insured: An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Township of Wellington North.

The Contractor shall forward a certified copy of their liability insurance policy or certificate thereof to the Township before the work is started.

Health and Safety

The Contractor shall provide to the Township a copy of their Health and Safety and workplace Violence and Harassment policy, or a written statement that they have a workplace Health and Safety and Violence and Harassment policy in effect. The contractor shall provide a current certificate from the Workplace Safety and Insurance Board and will be required to review the Township’s Accessible Standards for Customer Service policy and certify compliance.

When working on the roadside the Contractor must comply with the Ontario Traffic Manual – Book 7 – Temporary Conditions. Failure to adhere to these practices may result in termination of the Contract without financial penalty to the Township.

Subcontractors

Subcontractors used to fulfill any portion of the responsibilities outlined in the Request for Proposal are required to be identified along with qualifications. If proposed, the Bidder MUST describe in detail the exact role the subcontractor is to play within this agreement. The Township of Wellington North reserves the right to approve or reject any or all proposed subcontractors for the duration of the agreement.

Regardless if the Township has approved a proposed subcontractor, the contracted bidder shall be liable for all injuries and/or death to persons for any damage to property caused by its acts, error or omissions of the acts, errors or omissions of its subcontractors and their respective employees, and shall INDEMNIFY AND SAVE HARMLESS the Corporation of the Township of Wellington North from all actions, causes of actions, claims, demands, costs, liability or otherwise resulting from acts, errors and omissions of the proponent, its subcontractors and their respective employees.

Regulations and Laws

The Contractor shall abide by all Federal, Provincial and Municipal Acts, By-laws and Regulations relative to the performance of the work.

Invoicing

Invoicing for works completed will be completed at the end of the month in which the service work was completed. The invoice will clearly state the Township, location of the service work with a detailed description of service provided with the invoice.

The Township shall be exempt from Federal and Ontario Provincial sales tax where applicable. The invoice should be forwarded to:

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

Disputed Invoices

If any item or part of an item in an invoice submitted by the Contractor that is contested by the Township of Wellington North, the Township of Wellington North must promptly notify the Contractor with reasons.

Security of Township Premises

The Contractor 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 # F03.

Form of Quote – To Be Submitted

QUOTE FOR SERVICE – TO BE RETURNED WITH QUOTE

The Contractor has carefully examined the specifications and conditions attached to this quote for this service contract. The Contractor understands and accepts the said specifications and conditions and, for the prices set forth in this quote, 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 quote.

I/We (the Contractor) 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 prior to November 1, 2024.**

By: _____
Name of firm or individual (hereafter referred to as “the Contractor”)

Address: _____

Phone: (work) _____ (cell) _____

Email: _____

Name of Person signing form (print)

Signature

Position/Office of person signing for firm

References (2)

1. Name of Company _____
Contact Name _____
Description of Work Completed _____
Email _____ Cell# _____ Phone# _____

2. Name of Company _____
Contact Name _____
Description of Work Completed _____
Email _____ Cell# _____ Phone# _____

FORM OF QUOTE – to be submitted with quote

By: _____
Name of firm or individual (hereafter referred to as “the Contractor”)

Address: _____

Phone: (work) _____ (cell) _____

Email: _____

Name of Person signing form (print)

Signature

Position/Office of person signing for firm

Quoted price _____

HST EXTRA

Signature of Signing Authority

Date