



REQUEST FOR QUOTATION

MCVEIGH PIT FENCE SUPPLY AND INSTALLATION

RFQ'S RECEIVED BY:

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130

Toll Free: 1-800-810-0161

Fax: 613-264-8516

E-mail: clerk@tayvalleytwp.ca

Website: www.tayvalleytwp.ca

**THE CORPORATION OF TAY VALLEY TOWNSHIP
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PART "A" – PROJECT OVERVIEW

1. Project Background

In 1999 The Corporation of Tay Valley Township (herein after referred to as “the Township”) licensed and activated a pit for extraction. The purpose of this pit is/was to extract aggregate for use as cover material at the Glen Tay Waste Site and for use as winter sand for Township roads. The pit is located on McVeigh Road between Bathurst 7th Concession and Old Mine Road.

2. Objectives

To supply and install approximately 400 meters of page wire fencing along the pit boundary on McVeigh Road (shown in red on the map below).



3. Project Reporting

Larry Donaldson, Chief Administrative Officer will be the key contact person:

Mailing Address: 217 Harper Road
Perth, ON K7H 3C6
Telephone: (613) 267-5353 ext. 123
Email: cao@tayvalleytwp.ca

4. Project Timing

Deadline for installation of the fence: June 1st, 2018 or earlier, weather depending.

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PART "B" – PROPOSAL REQUIREMENTS

5. Mandatory Requirements

The quotation shall, at a minimum, include and cover the following items. These items should be considered **MANDATORY** requirements.

Fence

- 5.1 Cedar post corners and ends and at select intervals with iron mid sections and five (5) foot high page wire (approximately 400m), with string of barbed wire over the page.

Company Requirements

- 5.2 Provide at least three (3) references for projects of similar size and complexity.
- 5.3 Cost proposals are to be all-inclusive and are to include the cost of all supplies, material and labour to complete this project.

6. Additional Items for Consideration

- 6.1 The Company may make recommendations above and beyond what is outlined in this RFQ.

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PART "C" – INFORMATION TO COMPANYS

7. RFQ Closing

Submissions, sealed in an envelope, clearly marked with the return address label (Form 1, attached), will be received by the Clerk or her designated representative, at the Municipal Office, 217 Harper Road, Perth, Ontario, until **1:00 p.m.**, local time, as determined by the clock located on the computer in the reception area of the Municipal Office, on **Thursday, February 1st, 2018.**

Submissions received after closing time will not be accepted and will be returned unopened to the Bidder, no exceptions.

8. RFQ Submission

One copy of the **completed Declaration**, Appendix "A", shall be submitted. The Declaration must be properly signed and witnessed, or signed and sealed if the bidder is a Corporation. RFQ's must be submitted, using the RFQ Label – Form 1 (to be affixed on your RFQ Envelope).

The RFQ must be legible, written in ink or typewritten. RFQ's which are incomplete, conditional or obscure or which contain erasures or alterations not properly initialed, or irregularities of any kind, may be rejected. Submissions must not be restricted by a statement added to the Township's documents or by a covering letter, or by alterations to the documents supplied.

Submissions received by fax or email will not be accepted.

Delivery of Quotations by a courier service shall be the responsibility of the Bidder and will be rejected if the submission is delivered to a location other than which is stated in this document and the submission fails to be delivered to the Township prior to the closing date and time.

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9. Clarification of Documents

Any clarification of the Township's documents required by the Bidder, prior to submission, shall be requested through the Township. Any such clarifications so given shall not, in any way, alter the Township's documents and the Company and the Township agree that in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter, orally, any portion of these documents. During the period prior to submissions, alterations will be issued to Bidders as written Addenda. In the submission, the Bidder shall list all Addenda that were considered when the submission was prepared.

All questions shall be directed, in writing (by email) to the Clerk of Tay Valley Township. All questions/discrepancies identified must be sent to the Township at least four (4) business days prior to the submission due date.

The Corporation of Tay Valley Township
217 Harper Road,
Perth, Ontario K7H 3C6

Attention: Amanda Mabo, Clerk

Telephone: 613-267-5353 ext. 130
Toll Free: 1-800-810-0161
E-mail: clerk@tayvalleytwp.ca

Copies of all questions and answers and any addenda will be posted on the website no later than three (3) business days prior to the submission due date.

10. Contract Documents and Order of Precedence

The Contract documents shall consist of all the pages of the RFQ documents, issued by the Township, and the Bidders submission. Do not remove any pages from the Township's Form.

These documents, and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Company shall supply equipment and materials or services complete and suitable for the Township's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth or specifically referred to therein.

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11. Addenda

Companies may be advised by addenda, of required additions, deletions or alterations in the requirements of the Request for Quotation documents. All such changes shall become an integral part of the Request for Quotation documents and shall be allowed for in arriving at the total submission price.

12. Company's Checklist

To assist companies with completing a response to this Request for Quotation, a RFQ Checklist is included as **Appendix "B"** of this Request for Quotation document.

13. Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Company's discretion. Withdrawal notification must be in written form, signed, and must be submitted to the Clerk. No Facsimile, telephone calls or emails will be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

14. Harmonized Sales Tax

Harmonized Sales Tax (H.S.T.), or any other applicable taxes, will be paid **in addition** to the total price submission.

The quoted prices must clearly show the H.S.T. as a separate item from the total price submission.

15. Public Opening

All submissions will be opened at the Municipal Office, 217 Harper Road, Perth, Ontario, on the same day and time as the closing date.

16. RFQ Results

The names of the Companies and total bid prices will only be made available at the RFQ Opening. After the RFQ Opening, requests may be submitted to the Township for the results and only the names of the Companies and total bid prices, as read out at the RFQ Opening, will be given in the reply. Bid results will be posted on the Township's Website at www.tayvalleytwp.ca within 48 business hours of the RFQ Opening.

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17. Submission Acceptance

It shall be the policy of the Township that in any procurement of goods, services, facilities or construction invitations to submit a proposal to the Township, the Township reserves the right to reject an offer to supply goods and/or services or RFQ's presented in response to the Township's procurement processes where the Township determines, in its sole and unfettered discretion, that the entity making the offer has performed poorly on any Township contract during the previous five-year period. Township Council may remove a Company's name from consideration for a contract under this Policy, for a period of up to five (5) years, on the basis of documented poor performance or non-performance on a Township Contract.

Unless otherwise specified in this RFQ, this RFQ constitutes an irrevocable offer to provide the goods and/or services described herein **for a period of sixty (60) calendar days** from the closing date of the receipt of RFQ.

The Company may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof or all items of the Submission, and to award Contracts to one or more Company submitting identical prices, to accept or reject any Submission in whole or in part; to waive irregularities or omissions. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The acceptance of any Submission is subject to appropriate funding acceptable to the Township.

Lowest, or any RFQ, not necessarily accepted.

The placing in the mail or delivery of a notice of award to the Company address, given in the Submission, shall constitute notice of acceptance of the Contract.

18. Selection Criteria

The evaluation criteria may include, but not be limited to, the following:

Criteria	Value
Price	80%
References	20%
TOTAL SCORE	100%

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19. Insurance

Contractor's Equipment Floater

The Company shall provide and maintain coverage on all equipment used during the term of this Agreement. Coverage will be provided, on a broad form basis, for construction machinery, equipment, tools and stock that will be used by the Contractor in the performance of the work. The coverage will also include rental expense. Coverage is to be carried from the date of commencement of the work until one year after the date of Substantial Performance of the Work.

Installation Floater

The Company shall provide and maintain Broad Form Installation Floater coverage in an amount sufficient to insure full replacement of any and all materials that may conceivably be on site at any one time, which are to be used in the performance of this Agreement.

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$2,000,000 per occurrence, an aggregate limit of not less than \$2,000,000, within any policy year with respect to completed operations and a deductible of not more than \$10,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- a) Name The Corporation of Tay Valley Township as an additional insured
- b) Cross-liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Owners and Contractors Protective
- i) Broad Form Property Damage
- j) Firefighting Expenses
- k) Attached Machinery
- l) 30 days' notice of cancellation

To achieve the desired limits, umbrella or excess liability insurance may be used.

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Automobile Insurance

The Company shall provide Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Company.

A Certificate of Insurance must be posted 10 days before the work commences.

Primary Coverage

The Company's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The Company shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

20. Indemnification

The Company acknowledges that he/she is an independent Company and shall, defend, indemnify, protect and save harmless the Township, its officers, members of municipal council, its agents and employees from any and against all damages, liabilities, claims, expenses, demands, loss, costs (including legal costs), actions, legal costs, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Contract attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service and caused by any acts or omissions of the Company, its officers, agents, servants, employees, customers, invitees or licensees, or occurring in or on the premises or third party premises as a result of activities of whatsoever nature arising out of the furnishing by the Company, its agents or employees of the materials and/or performing of the services covered by this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

21. Assignment

The Company shall not assign the Contract, or any portion thereof, without the prior consent of the Township.

If the Township agrees to the assignment of the Contract, all Assignment Agreements will be prepared, at the sole cost of the Company, and under no circumstances will the Township be responsible for these costs.

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22. Failure to Enter into an Agreement

In addition to all of the Township's other remedies, if a selected Bidder fails to execute the accepted agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Township may, in their sole and absolute discretion and without incurring any liability, approve an extension (*should agreement changes be requested*), rescind the selection of that Bidder and proceed with the selection of another Bidder.

23. Laws and Regulations

The Company shall comply with relevant, federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring similar compliance by its suppliers and sub-contractors.

The Contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

24. Warranty

The Company shall correct at their own expense, any defects in the service. Further, the Company shall provide a name, cellphone number and email address of the assigned personnel that will affect this warranty.

25. Default by Company

If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property or if the Company makes a general assignment for the benefit of its creditor, then, in any such case, the Township may, without notice; terminate the Contract.

If the Company fails to comply with any request, instruction or order of the Township or fails to pay its accounts or fails to comply with or persistently disregard statutes, regulations, by-laws or directives or relevant authorities relating to the work or fails to prosecute the work with skill and diligence or assigns or sublets the Contract without the Township's written consent or refuses to correct defective work or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the Contract. Any termination of the Contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

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If the Township terminates the Contract, it is entitled to:

- Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances.
- Withhold any further payments to the Company until its liability to the Township can be ascertained.
- Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

26. Contract Cancellation

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, The Township and the Company shall negotiate a settlement.

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portions of the work.

27. Health & Safety

The Company assumes full responsibility for conforming with all legislation regarding the safety of his/her employees and the public on this Contract and all notices required to comply with the legislation.

Accordingly, the Company shall:

- (a) **Provide a copy of the applicable WSIB Certificate of Clearance** or equivalent (if the Company is from outside Ontario), before starting the project and upon completion.

28. Accessibility

The successful Company shall provide a declaration that they are compliant with the Accessibility for Ontarians with Disabilities Act and its Regulations.

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29. Responsibility

The Township shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Company prior to, subsequent to, or by reason of the acceptance or the non-acceptance of an RFQ save as provided in the Contract. The Township reserves the right to reject any or all RFQ's and to waive formalities as the interest of the Township may require without stating reasons, therefore, and the lowest or any RFQ will not necessarily be accepted.

30. Payment

The Company shall invoice the Township, "Tay Valley Township", upon completion of the Contract. The Township shall pay said invoice within thirty (30) days of receipt of the invoice.

The Township shall have the right to withhold, from any sum otherwise payable to the Company, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

31. Optional Contract Extension

The Township reserves the option to extend the Contract. Any renewal will be based upon quality of service, mutual agreement and annual price negotiations between the Company and the Township.

32. Municipal Freedom of Information

Any personal information collected by or on behalf of the Township under this Request for Quotation is subject to the *Municipal Freedom of Information and Protection of Privacy Act*. The information provided to the Township may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the Township decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Township.

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APPENDIX "A" – DECLARATION

1. I, _____, of _____,
DECLARE that no person, firm or Corporation, other than the one whose signature or the signature of whose proper officers and seal is or are attached below, has any interest in this submission or in the Contract proposed to be taken.
2. **I FURTHER DECLARE** that this quotation is made without any connections, knowledge, comparison of figures or arrangement with any other company, firm or person making a submission for the same project and is in all respects fair and without collusion or fraud.
3. **I FURTHER DECLARE** that no member of the Township Council, or any Officer of The Corporation of Tay Valley Township is or will become interested, directly or indirectly, as a contracting party or otherwise, in the performance of the Contract, or in the supplies, work or business to which it relates or any portion of the profits thereof, or any such supplies to be used therein or in any of the monies to be derived therefrom.
4. **I FURTHER DECLARE** that several matters stated in the said quotation are in all respects true.
5. **I FURTHER DECLARE** that I have carefully examined the Request for Quotation document, and hereby acknowledge the same to be part and parcel of any contract to be let for the project therein described or defined and do all the work and to provide the services for the prices stated.
6. **I FURTHER DECLARE** that I have a clear understanding of all the work involved in this contract.
7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Company for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the Township may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.
8. **I FURTHER DECLARE** that the awarding of the contract based on this Request for Quotation by the Township shall be an acceptance of this Quotation.
10. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Township shall be at liberty to advertise for new Requests for Quotations, or to carry out the works in any other way they deem best, and I also agree to pay to the said Township the difference between this Request for Quotation and any greater sum which the said Township 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 Request for Quotations; and to indemnify and save harmless the said Township and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.
11. **I FURTHER DECLARE** that Addendum/Addenda No. _____, inclusive, has/have been received, and that all changes specified in the Addendum/Addenda have been included in the prices submitted.

Witness

Signature

Date

Name of Company

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APPENDIX "B" – CHECKLIST

To be submitted as part of the RFQ.

1. Completed Declaration (Appendix "A")
2. Warranty Contact Information – Part "C" (#24)
3. WSIB Certificate of Clearance – Part "C" (#27)
4. Accessibility Declaration – Part "C" (#28)

To be submitted upon contract award.

1. Insurance Requirements – Part "C" (# 19)

