

REQUEST FOR QUOTATION 04-2024

Sidewalk Replacements

Issued: September 10, 2024

Deadline for Submissions: September 24, 2024



The Corporation of the Town of Shelburne

203 Main Street East | Shelburne, ON L9V3K7

Phone: 519-925-2600 | Fax: 519-925-6134

Email: treasurer@shelburne.ca



1.0 GENERAL DESCRIPTION

The Town of Shelburne invites quotation for the removal and replacement of existing damaged sidewalks throughout the Town. The scope of the rehabilitation work is listed in detail on Schedule A. All labour, materials, delivery costs, and related traffic control must be stated clearly on Schedule A. Site visits while conducting the estimates are encouraged. Please contact Brad MacDonald, Public Works Supervisor at 519-939-1342 to arrange a site visit. Quotations will be received until **3:00 pm, Tuesday September 24, 2024.**

The Proponent will begin the work once the quote has been awarded. With the anticipated date of award of September 26, 2024, the anticipated start date would be September 30, 2024. The Town reserves the right to cancel the Contract for all work not completed by the date of November 11, 2024.

The Proponent will be responsible for the following:

- Clean up and any costs associated with the clean up. Clean up of all debris resulting from the work must occur daily. No dumping is permitted on Town right of ways.
- Completing the replacement work before frost. Should any curing additive be required it will be at the Proponent's expense.
- Landscape and asphalt rehab work.

Inspections will occur by Town employees to review projects. If there are any issues, the Proponent will take the corrective action recommended by the appointed inspector prior to completion of all projects.

Proponents must meet all Federal and Provincial safety standards and laws currently in effect on the date of the submitted quote. The Proponent shall be solely responsible for all loss, damages, costs, and expenses with respect to any injury sustained to persons, property or infringement of rights that may occur by the Proponent, their employees or agents.

2.0 SUBMISSION

Request for Quotation submissions must include Schedule A, B and C provided. Request for Quotations to be addressed by email to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating **RFQ 04-2024 Submission.**



- Please indicate price per lineal meter with the width of 1.5 meters unless stated and HST respectively (Schedule A)
- Please include available start and completion dates including expected total number of working days (Schedule A)
- Please specify all applicable warranties, references and added features (Schedule B)
- Provide company details and Insurance documents (Schedule C)
- Price quote must be valid for ninety (90) days

All Proponents shall provide a list on a separate sheet providing any features they will provide in addition to the basic specifications required for this bid.

2.1 QUOTATION EVALUATION CRITERIA

Quotation will be assessed on the information provided in the submission. Evaluation will be based upon the following items:

- Price - 30%
- Conformity to Specification - 30%
- Experience of Personnel - 20%
- References - 10%
- Value added features or Options - 10%

Note: Lowest or Any not necessarily accepted.

Please Be Advised

Proposals that are incomplete, conditional, illegible, or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal. Bidders are required to fill in all the blanks.

A Proponent may, without prejudice to himself, withdraw his tender at any time up to twenty-four (24) hours before the time set for the closing of the tender. Such a withdrawal shall be made in writing and be received by the Town within the specified time. The Proponent who has withdrawn their Proposal may submit a new Proposal but must be received by the Town on or before the closing date and time. After closing, the Proposals are final and binding on the Proponent.



3.0 TIMELINE

September 10, 2024	Request for Quotation Issued.
September 19, 2024 (4:30pm) (questions & addendums (if any))	Deadline for emailed questions to the Municipality (jkaske@shelburne.ca) from Interested Suppliers; Replies will be circulated to all Suppliers: Addendums (if necessary) will be the responsibility of the bidder to download from the Town Website at Shelburne.ca or Merx.com.
September 24, 2024 (3:00pm)	Closing date for Quotation Submissions.
September 26, 2024	The Municipality will award the Request for Quotation and notify the successful Proponent.

3.1 QUESTION PERIOD

Request for Quotation documents are available at the Town of Shelburne office and on the Town of Shelburne website as specified below, and any questions should be directed by email only to:

Jamie Kaske, Municipal Operations, Parks and Facilities Clerk

Town of Shelburne
203 Main Street East,
Shelburne, Ontario L9V 3K7

Email: jkaske@shelburne.ca

Website: www.shelburne.ca

Deadline for emailed questions will be **September 19, 2024 at 4:30pm**. Responses and clarifications requests will be provided to all Proponents in writing. No clarification requests will be accepted by telephone.



4.0 TERMS AND CONDITIONS

4.1 ADDENDUM

If an addendum is found to be necessary, it will be released to all companies that have requested a copy of the RFQ, or already submitted a Proposal for the RFQ. If the Town revises this RFQ, any revisions will be included on this Addendum. The Addendum shall advise any changes to the Proposal submission date if more time is allowed for all Proponents to revise their Proposals. It will be the responsibility of all Proponents to download from the Town website or Merx.com.

4.2 CONFIDENTIALITY

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, as amended, Proponents are advised that all correspondence provided by a Proponent responding to this RFQ as hereby collected under the authority of the Municipal Act, 2001 and will be used exclusively in the RFQ process. The Town will treat all Proposals as confidential within the boundaries of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) but may be released pursuant to the Act.

All public reports approved by the Town of Shelburne will become public information. Notwithstanding the foregoing, Proponents recognize and agree that the Town will not be liable in any way for any losses that the Proponent may suffer from the disclosure of information to third parties.

The successful Proponent shall not at any time during or after the completion of the process divulge any confidential information communicated or acquired by or disclosed by the Town. No such information shall be used by the Proponent on any other engagement without prior written agreement.

4.3 CONFLICT OF INTEREST

The Proponent must disclose to the Town any potential conflict of interest that might compromise the project. In the case where there might be a conflict of interest, the Town may refuse to consider the Proponent. The Proponent must fully disclose any potential conflict of interest with a Town employer, board member or commission that may have a financial gain with the awarding of the contract and state the nature of that interest.



4.4 FAILURE OR DEFAULT OF PROPONENT

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFQ, the Town may disqualify the Proponent from the RFQ and/or from competing for future bid opportunities (RFTs/RFQs/RFQs/etc.) issued by the Town. In addition, the Town may at its option either: 1. Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void; or 2. Require the Proponent to pay the Town the difference between its Proposal and any other Proposal which the Town accepts, if the latter is for a greater amount and, in addition, pay the Town any cost which the Town may have incurred, by reason of the Proponent's failure or default, and further, the Proponent will indemnify and save harmless the Town its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever, which it, they or any of them may suffer, incur due to the failure of the Proponent.

4.5 INDEMNIFICATION

The Proponent shall indemnify and save harmless the Corporation of the Town of Shelburne, its elected officials, officers, employees and agents from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description made, brought or recovered against the Town by reason of any act or omission of the Proponent, his agents or employees, in the execution of his work. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the successful Proponent in accordance with the RFQ.

4.6 INSURANCE

The party to whom this Contract is awarded shall supply the Town with proof of insurance and a copy of the policy, prior to signing of the Proponent by Town officials, and provide coverage throughout the term of the Proposal in the amounts outlined below.

Comprehensive General Liability Insurance with a minimum limit of liability of \$5,000,000.00 inclusive of any one occurrence. Comprehensive General Liability Insurance shall cover all operations and liability assumed under the Contract with the Town. The Comprehensive General Liability Insurance shall include premises and operations liability, Proponent's contingency liability with respect to the operations of Sub-contractors completed operations liability and automobile liability (owned, non-owned or hired units).



All premiums and expenses incurred with this insurance shall be paid for by the Contractor. Failure to maintain adequate insurance, the Proponent shall be totally responsible for all claims for damage.

4.7 LIMITS AND LAWS/CONFORMITY TO LEGISLATION

The Proponent shall obtain, and pay for all required permits from Federal, Provincial and Municipal Authorities having jurisdiction over the work. The Proponent shall comply with all applicable laws, ordinances, rules and regulations including but not limited to, the Occupational Health and Safety Act, the Labour Act, Environmental Protection Act and Highway Traffic Act.

4.8 NON-COLLUSION

A Proponent is prohibited from any communication, directly or indirectly, with any other Proponent/Agent or representative of the Proposal. If a breach is discovered, the Town reserves the right to disqualify the Proposal.

4.9 PAYMENT

Payment shall be based on thirty (30) days following the delivery of the units and based upon invoiced amounts. If there are any shortages or deficiencies, a suitable amount will be withheld.

4.10 PROCUREMENT POLICY

Contract Award and Execution shall be in accordance with the Town's Municipal Procurement Policy 2019-05. A copy of the Procurement Policy is available on the Town's website: <https://www.shelburne.ca/en/town-hall/resources/Documents/AMENDED-Municipal-Procurement-Policy-2019-05.pdf>

4.11 TOWN'S RIGHT TO ACCEPT OR REJECT

The Town of Shelburne reserves the right to accept any Proposal or Proposals or any portion of any Proposal that the Town determines is in the Town's best interests, even if that Proposal is not the lowest in dollar amounts. Such decisions of the Town are final and binding. The Town of Shelburne reserves the right to negotiate and to refine the requirements where it is in their best interest to do so.

The Town of Shelburne reserves the right to reject any Proposal, even if that Proposal is the lowest in dollar amounts and may award the contract to the Proponent that the evaluation team finds the most appropriate. The Town will not be liable for any incurred costs that may arise from submitting the Proposal.



It is not the intention of the Town to award this RFQ to any Supplier who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute and complete the same successfully, and to complete it in the time stated in this Proposal. It will be the Supplier's responsibility to clarify any details in questions before submitting a Proposal.

The Town of Shelburne will not bear any fault for any oral communications. The Town reserves the right to re-tender the Project or potentially negotiate a contract with a suitable Proponent.

Proponents are required to disclose their legal status as to whether they are a Federal, Provincial or Foreign Corporation, a partnership or an individual and to state the names and addresses of the responsible officers or partners as the case may be.

4.12 TOWN'S AUTHORITY

The Director of Development & Operations shall be the Contract Administrator as identified in Ontario Provincial Standards (O.P.S.) Section GC 3.01 of the General Conditions. It is mutually agreed between the parties of this Contract that the Town's Director of Development & Operations or designated representative, shall supervise, direct and approve all work included herein, and in all cases shall decide every question which may arise relative to the execution of the work to be performed under this Contract as per Section GC 7.0 – Contractor's Responsibilities and Control of the work.

4.13 WORKPLACE SAFETY AND INSURANCE BOARD

A Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB) must be provided prior to the commencement of the project, providing adequate proof that all payment by the Proponent have been made.

The Proponent clearly understands and agrees that they are not, nor is anyone hired by the Proponent, covered by the Corporation of the Town of Shelburne under the Workplace Safety & Insurance Board Act, The Unemployment Act, or any other Act, whether Provincial or Dominion, in respect of the Proponent, their employees and operations, and shall upon request furnish the Town with such satisfactory evidence that the Proponent has complied with the provisions of any such Acts.

The Town of Shelburne is not to be deemed the employer of the supplier or their personnel under any circumstances whatsoever.



SCHEDULE A: PRICING FOR CONCRETE SIDEWALK REPLACEMENTS

SITE 1: 320 CENTRE STREET

3 PANELS



Removal and Disposal of Existing Sidewalk (\$ per/lineal metre)	\$	/m
Cost to replace w/ Concrete (\$ per /lineal metre) Thickness _____	\$	/m
Supply, place, and compact granular material	\$	
Concrete curb and gutter (\$ per lineal metre)	\$	/m
Landscape repair (topsoil and seed)	\$	
Asphalt and driveway repairs	\$	
Working Days	TOTAL	



SITE 2: FIRST AVE

MULTIPLE SECTIONS, TOTAL 65 PANELS

Section 1: 35 panels, Section 2: 5 panels, Section 3: 11 panels, Section 4: 14 panels



Removal and Disposal of Existing Sidewalk (\$ per/lineal metre)		\$ /m
Cost to replace w/ Concrete (\$ per /lineal metre) Thickness _____		\$ /m
Supply, place, and compact granular material		\$
Concrete curb and gutter (\$ per lineal metre)		\$ /m
Landscape repair (topsoil and seed)		\$
Asphalt and driveway repairs		\$
Working Days	TOTAL	



SITE 3A: MAIN STREET EAST

MULTIPLE SECTIONS, TOTAL 49 PANELS

Section 1: 25 panels, Section 2: 17 panels, Section 3: 7 panels



Removal and Disposal of Existing Sidewalk (\$ per/lineal metre)	\$	/m
Cost to replace w/ Concrete (\$ per /lineal metre) Thickness _____	\$	/m
Supply, place, and compact granular material	\$	
Concrete curb and gutter (\$ per lineal metre)	\$	/m
Landscape repair (topsoil and seed)	\$	
Asphalt and driveway repairs	\$	
Working Days	TOTAL	



SITE 3B: MAIN STREET EAST

101 PANELS



Removal and Disposal of Existing Sidewalk (\$ per/lineal metre)	\$	/m
Cost to replace w/ Concrete (\$ per /lineal metre) Thickness _____	\$	/m
Supply, place, and compact granular material	\$	
Concrete curb and gutter (\$ per lineal metre)	\$	/m
Landscape repair (topsoil and seed)	\$	
Asphalt and driveway repairs	\$	
Working Days	TOTAL	



SITE 4: 221 - 219 SIMON STREET

7 PANELS



Removal and Disposal of Existing Sidewalk (\$ per/lineal metre)		\$	/m
Cost to replace w/ Concrete (\$ per /lineal metre) Thickness _____		\$	/m
Supply, place, and compact granular material		\$	
Concrete curb and gutter (\$ per lineal metre)		\$	/m
Landscape repair (topsoil and seed)		\$	
Asphalt and driveway repairs		\$	
Working Days	TOTAL	\$	



TOTAL COST CHART

Site Number	Total in CDN
1	\$
2	\$
3A	\$
3B	\$
4	\$
Subtotal:	\$
HST:	\$
Total:	\$

All prices shall be provided in Canadian dollars.

Submissions are to remain firm for acceptance for a period of ninety (90) days from date of bid closing.

There will be no claim for increase of rates or prices submitted and accepted by the Municipality by signature of signing officer, blanket contract, agreement, etc. for the term unless specifically addressed in this request.

Errors and Irregularities shall be in accordance with Schedule C of Municipal Procurement Policy 2019-05: <https://www.shelburne.ca/en/town-hall/resources/Documents/Municipal-Procurement-Policy-2019.pdf>.

Request for Quotation submissions must include Schedule A, B and C provided. Request for Quotations to be addressed by email to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating **RFQ 04-2024 Submission**.



SCHEDULE B: WARRANTY AND COMPANY PROFILE

<p>Please state if your company offers a 1-year warranty on this type of work (Circle One):</p> <p>If yes, please explain warranty:</p>	<p>Yes</p>	<p>No</p>
<p>Provide references from previous municipal contracts:</p>		
<p>1.</p>		
<p>2.</p>		
<p>3.</p>		
<p>Include additional information that your company would provide value added services to the Town of Shelburne:</p>		
<p>Please state how long your company has provided sidewalk replacements?</p>		



SCHEDULE C: PROPONENT INFORMATION

Company Name:
Contact Representative:
Address:
City, Province, Postal code:
Phone:
Email:
HST Registration Number:
Insurance Company:
Insurance Policy Number:
Insurance Coverage:
WSIB Clearance Certificate Number:

Signature of Authorized Person:

Print Name:

Title:

Signature of Witness:

Please note: Person signing must be authorized to conduct business on behalf of the company represented and to bind the company/individual to statements on this RFQ/Contract. Failure to sign submission will result in a rejection of the quotation.

Request for Quotation submissions must include Schedule A, B and C provided. Request for Quotations to be addressed by email to Carey Holmes, Treasurer at treasurer@shelburne.ca with the subject line clearly stating **RFQ 04-2024 Submission**.