THE CORPORATION OF THE TOWNSHIP OF SEVERN

RFQ REC-2018-03 – WASHAGO CENTENNIAL PARK PAVILION HYDRO
WASHAGO, ONTARIO

THE MUNICIPALITY WISHES TO INVITE
QUALIFIED INDIVIDUALS TO SUBMIT QUOTES TO
PERFORM THE REQUIRED WORK.

COVER PAGE

_____
Name of Firm

_____
Name under which company conducts business

_____
Address Postal Code

_____
Telephone Number Fax Number

_____
E-Mail Address Cell Phone

_____
Name of Person Signing for Firm (with authority to bind the Corporation)

_____
Position of Person Signing for Firm

QUOTES RECEIVED BY:

Manager of Recreation & Facilities
Township of Severn
P.O. Box 159
1024 Hurlwood Lane
Severn, Ontario
L3V 6H4

CLOSING:

Thursday, February 15th, 2018
10:00 a.m. local time

THE CORPORATION OF THE TOWNSHIP OF SEVERN

RFQ REC-2018-03 – WASHAGO CENTENNIAL PARK PAVILION HYDRO
WASHAGO, ONTARIO

INDEX

PART 'A'	INSTRUCTIONS TO PROPONENTS
PART 'B'	STANDARD TERMS AND CONDITIONS
PART 'C'	GENERAL SPECIFICATIONS & INSTRUCTIONS
PART 'D'	FORM OF QUOTE
PART 'E'	QUOTE BID

Attachments:

Notice of "No Reply"

Diagram of Pavilion

Picture of Pavilion

PART A - INSTRUCTIONS TO PROPONENTS

1. SCOPE

The Township of Severn is requesting qualified Contractors to supply, deliver and install one electrical panel, six outlets, trenching and backfilling to the pavilion located in Washago Centennial Park in Washago, ON.

2. INTENT

The intent of this quote is to secure a reputable company with a distinguished track record of service to perform the required work outlined in this document for the Township of Severn.

3. RECEIPT OF QUOTES

Quotes will be received in person or by courier by Manager of Recreation & Facilities, Patricia Harwood, The Corporation of the Township of Severn, 1024 Hurlwood Lane, Severn, Ontario, L3V 0Y6. Quotes are to be returned sealed in envelopes and duly executed on or before **Thursday, February 15th, 2018 at 10:00:00 am local time**. **Quotations received after this time will not be considered. Quotations must be clearly marked "Washago Centennial Park Pavilion Hydro".**

Once the award is made, all information pertaining to such award inclusive of total prices submitted shall become a matter of public record. The following pages below, (stamped "**ORIGINAL**") **plus one (1) copy** of the pages are to be returned with your quote:

COVER PAGE
PART "D" - FORM OF QUOTATION
PART "E" – QUOTATION BID

See also Part C – General Specifications & Instructions – 8.0 "Instruction for Proponent"

4. CLARIFICATION

During the quote period, no officer, agent or employee of the Township of Severn's authorized to alter, delete, amend or modify orally any portion of these requirements set forth herein. Any alteration, deletion, amendment or modification required will be issued to all proponents as a written addendum before it shall have any force or effect. The proponents shall identify in their quote all addenda received. No allowances shall be made after the submission closing date with respect to any condition or difficulty.

5. INQUIRIES

Any questions regarding the form of quotation contained within this quote or specifications are to be directed to the attention of Patricia Harwood, Manager of Recreation & Facilities at 705-325-2315 #253.

6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

The **successful Proponent only** will indemnify and hold harmless the Township from any liability arising out of this contract (as per Part B - Standard Terms and Conditions, item 25 attached hereto). The **successful Proponent only** shall be required to submit proof of insurance (as per Part B, item 25 attached hereto). Failure to provide this insurance certificate within two (2) weeks from date of request thereof by the Township shall make the award of the contract by the Township subject to withdrawal.

7. SITE TOUR

There is a mandatory site visit on Thursday, January 25th at 11:30 am at the building. The location of the park is listed in Delivery of Goods and Services. Proponents, by careful examination of the site, shall satisfy themselves as to the requirement of this quote.

8. QUOTE EVALUATION CRITERIA

Quotes will be assessed on the basis of information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

The evaluation of Quotes will be conducted by an evaluation team comprised of the Manager of Recreation & Facilities and other Township officials. The criteria used to evaluate the Quotes include but are not limited to the following:

- ✓ A high level of compliance for all of the requirements noted in this quote.
- ✓ The prices, quality and timing of the goods and services.
- ✓ The quality and level of service provided before, during and after construction, including warranty for workmanship and materials.
- ✓ The ability of the Proponent to demonstrate financial and other resources required with respect to completion of this project together with any additional requirements.

9. BLANKET ORDER/CONTRACT PERIOD

Contract and pricing shall remain in effect for a period of 30 days from the date of issue. The Township reserves the right to award all or parts of the Quote to the successful proponent. The contract and pricing period may be extended for a further 30 days, upon mutual agreement of the Township and the Proponent.

10. DELIVERY OF GOODS AND SERVICES

F.O.B. shall be the Township of Severn, location as specified below.

1. Washago Centennial Park 3398 Quetton Street Washago, ON

11. PRICING

All prices submitted for the Quote shall remain open for acceptance for a period of 30 days.

Payments will be complete at the quote price and shall be full compensation for labour, materials, and delivery costs associated with project completion to the satisfaction of the Township unless otherwise quoted and agreed upon by the Township.

Prices bid must include all incidental costs and the proponent must be satisfied as to the full requirements of the quote. No claims for extra work will be entertained and any additional works must be authorized in writing prior to commencement. Should the proponent require more information or clarification on any point, it must be obtained prior to the submission of the quotation.

12. QUALITY

The Township reserves the right to periodically inspect work sites and determine quality and compliance to engineering and construction specifications. The Township's decision and direction in this regard shall be final.

PART B – STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

Township: The Corporation of the Township of Severn, its successors and assigns.

Owner: The Owner is the person or entity identified as such in the Agreement. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Designer/Builder in writing but does not include the Consultant.

Owner's Statement of Requirements: The Owner's Statement of Requirements consists of the site information and program requirements provided by the Owner and as listed in the Agreement-CONTRACT DOCUMENTS and amendments thereto agreed upon between the parties.

Company/Contractor: A person, firm or corporation to whom the Township has awarded the contract.

Consultant: The Consultant is the person or entity identified as such in the Agreement. The Consultant is the Architect, the Engineer, or entity licensed to practice in the province or territory of the Place of Work and engaged by the Designer/Builder to provide the Consultant's Design Services and to coordinate the provision of Design Services of all other consultants employed by the Designer/Builder. The term Consultant means the Consultant or the Consultant's authorized representative as designated to the Owner in writing.

Designer/Builder: The Designer/Builder is the person or entity identified as such in the Agreement. The term Designer/Builder means the Designer/Builder or the Designer/Builder's authorized representative as designated to the Owner in writing.

Design Services: Design Services means the professional services for the design and construction administration performed by the Consultant or other consultants under the Contract.

Subcontractor: A person, firm or corporation having a contract with the Company/Contractor for any part of the work.

Proponent: A person, firm or corporation who makes an offer in response to a Quotation call.

Quote Document: The documents issued by the Township in response to which Quotes are invited for the performance of the work or supply of equipment.

Contract: The Contract is the undertaking by the parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

Contract Documents: the Contract Documents consist of those documents listed in the Agreement – CONTRACT DOCUMENTS and amendments agreed upon between the parties.

Contract Time: The Contract time is the time stipulated in PART B, #10 Delivery of – THE WORK from commencement of the Work to Final Completion of the Work.

Equipment: The materials, machinery, assemblies, instruments, devices or articles, as the case may be, or articles, as the case may be, or components thereof, which are the subject of the contract.

Work: All labour, materials, equipment fixtures, services, supplies and acts required to be done, furnished or performed by the Company.

Construction: Construction means the total construction and related services required by the Contract Documents.

Construction Documents: The Construction Documents consist of the drawings and specifications that are prepared by or on behalf of the Designer/Builder and that are accepted and signed by the Owner and Designer/Builder after the execution of the Agreement, as meeting the general functional intent of the Contract Documents.

Change Directive: A change directive is a written instruction prepared by the Consultant and signed by the Owner directing a change in the Work within the general scope of the Contract Documents.

Change Order: A Change Order is a written amendment to the Contract prepared by the Consultant and signed by the Owner and the Designer/Builder stating their agreement upon:

- a change in the Work;
- an amendment to the Owner's Statement of Requirements if any;
- the method of adjustment or the amount of the adjustment in the Contract Price, if any, and
- the extent of the adjustment in the Contract Time, if any.

Occupant Load: Calculation of the maximum permissible occupant load for all areas of the structure.

Payment Certifier: Payment Certifier is the person or identity identified as such in the Agreement responsible for the issuance of certificates for payment. The Payment Certifier may be the Consultant, Owner, or any knowledgeable third party as designated by the Owner.

Substantial Performance of Work: Is as defined in the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Architect.

Supplemental Instruction: Is an instruction, not involving adjustment in the Contract Price or Contract Time, in the form of specifications, drawings, schedules, samples, models or written instructions, consistent with the intent of the Contract Documents. It is to be issued by the Consultant to supplement the Contract Documents as required for the performance of the Work.

Value Added Taxes: Means such sum as shall be levied upon the Contract Price by the Federal or any Provincial or Territorial Government and is computed as a percentage of the Contract Price and includes the Harmonized Sales Taxes, and any similar tax, the payment or collection of which, by the legislation imposing such tax, is an obligation of the Designer-Builder.

Supervisor: The Contractor shall employ a competent Supervisor and necessary assistants who shall be in attendance at the Place of the Work while Construction and Installation is being performed. The Supervisor shall not be changed except for valid reason. The Supervisor shall represent the Contractor at the Place of the Work and notices and instructions given to the Supervisor by the Owner shall be held to have been received by the Contractor.
For the purposes of construction and installation, **The Place of Work** is the park location listed in the document.

1. SUBMISSION OF QUOTE

Quotes **MUST** be submitted on **Part "D" Form of Quote** and **Part "E"** the **Quote Bid** duly executed by a designated signing officer of the bidding firm who has the authority to **"BIND THE CORPORATION**".

When the Quote is received at the Township, the envelope is to be sealed, time and date stamped. It is the **sole responsibility of the bidder** to ensure that the envelope and the required Quote documents are received by the Manager of Recreation & Facilities of the Township of Severn, or designate and by the time specified in the Quote call. For purposes of clarification, the time specified will be at the instant the time is identified, and not at the end of the specified time, i.e., 10:00 a.m. means 10:00:00, not 10:00:59. **Late bids will not be accepted or considered by the Township. Envelopes must be clearly marked "Washago Centennial Park Pavilion Hydro".**

If a Quote has been received late, it will be time and date stamped and, if possible, returned unopened to the bidder. If it is necessary to open the envelope to obtain a return address, a covering letter shall be prepared indicating why the Quote documents were opened. All documents, including the envelope, shall be returned to the bidder.

If a joint bid is submitted, it must be signed and addressed on behalf of each of the Proponents.

Quote documents must not be restricted by a statement added to the Quote form, by a covering letter, or by alteration to the Quote form supplied.

Failure to comply with the aforementioned instructions will result in the Quote submission being read as **"INFORMAL"** and a decision on its status made in accordance with Procurement Policies of The Corporation of the Township of Severn.

Quotes must be legible, written in ink, or typed by typewriter or computer. Erasures, overwriting or strikeouts must be initialed by the person signing on behalf of the company.

3. SECURITY DEPOSIT

No security deposit is required.

4. WITHDRAWAL PROCEDURE

A withdrawal request shall be allowed if the request is made prior to the closing time for the acceptance of bids. Withdrawal requests must be forwarded to the Manager of Recreation and Facilities by facsimile (fax), letter, or in person. **TELEPHONE REQUESTS WILL NOT BE CONSIDERED.**

The withdrawal of a Quote prior to the closing time for acceptance of the bids shall not preclude a bidder from submitting another Quote on the same contract within the stipulated time period for that Quote. Quotes which have met the criteria for withdrawal will not be opened.

Withdrawal requests received after the closing of the Quote call shall **not** be permitted, and all bids are irrevocable after the closing time for acceptance of the bids.

5. REJECTION OF BIDS

In accordance with the Township's Procurement Policies, Quote found to be Informal will be rejected for the following reasons:

a) Late bid;
b) Form of Quote as supplied by the Township is not used or duly executed;
c) Bids not completed in ink or by typewriter and/or computer;
d) Incomplete bids (where the Township has stipulated that all items are to be bid in order for the Quote to be formal);
e) Qualified bid. (If a bid is restricted by a statement added to the Form of Quote, or a covering letter or alterations to the Form of Quote unless, however, the change was requested by the Township (e.g., F.O.B. point changed, etc.);
f) Bid not signed**;**
g) Erasures, overwriting or strikeouts not initialed;
h) Deposit not submitted or of an insufficient amount;

6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract documents shall consist of and have priority in the following order:

1) the quote documents - Part A- Instructions to Proponents
2) the quote documents - Part B- Standard Terms and Conditions
3) the Company's quote

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.

Amendments to the contract, in the form of Change Notices, shall take precedence over the documents or portions thereof amended thereby. Change Notices, Appendices and Addenda to any contract document shall be considered part of such documents.

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

None of the conditions contained in the Company's/(seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township and set forth in the purchase order or specifically referred to therein.

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

7. CLARIFICATIONS OF QUOTE DOCUMENTS

Any clarifications of the quote documents required by the Proponent prior to submission of its quote shall be requested through the Manager of Recreation & Facilities. Any such clarifications so given shall not in any way alter the Quote documents and the Company and the Township hereby agrees 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 submission of Quotes, alterations will be issued to Proponents as written addenda. The Proponent shall list in its quote all addenda that were considered when the quote was prepared.

8. ADJUSTMENT(S) TO QUOTE DOCUMENTS

Amendments, addenda or any adjustment to required quote documents forming part of a bid, which are submitted to the Township by, on behalf of, a bidder following the time specified in the quote call will not be accepted, nor considered by the Township in evaluating the bid, in the form originally submitted, or in making the award of a contract.

9. PROOF OF ABILITY

The Proponent 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.

10. DELIVERY

Time shall be material and/or the essence of the contract. The Township expects the work to commence as soon as permits and paperwork is in place and be completed in full on or before **May 18, 2018**. The Township and the Company may, upon mutual agreement, extend the delivery date for a period of up to 13 days due to weather conditions but finally completed by **June 01, 2018.**

The Company shall be responsible for arranging its work with the Manager of Recreation & Facilities so that completion shall be as specified in the contract and meets operational requirements.

Quote shall include a proposed work program for construction phases including time line starting on the day written authorization to proceed has been sent to the Company by the Township and ending with final acceptance of the completed works.

11. PRICING REQUIREMENT

Prices shall be in Canadian Funds.

All prices bid shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the work. The Harmonized Sales Tax shall be shown as extra. Provincial Sales Tax shall be shown as extra, unless otherwise specified.

If the Proponent intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for customs purposes. All work must be in accordance with Canadian and Ontario laws and regulations.

Except as provided elsewhere in this quote document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

12. TERMS OF PAYMENT

Unless alternate payment terms are specified, the Township will accept billing for one hundred percent (100%) of the actual value of each element of the work performed and accepted by the Township, subject to the ten percent (10%) holdback. In accordance with the Construction Lien Act, appropriate monies will be held back until forty-five (45) days after successful completion of the work.

Invoices will be payable by the Township forty-five (45) days after they are received. While the Township's terms of payment are net forty-five (45) days, cash discounts will not be considered by the Township when determining low bidder(s).

Payments made hereunder, including final payment, shall not relieve the Company from its obligations or liabilities under the contract.

Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the Township, except those previously made in writing in accordance with the contract and still unsettled.

The Township shall have the right to withhold ten percent (10%) of the total bid price for a period of forty-five (45) days following the successful completion of services under the terms of this Quotation, pending clearance of Contractor's liabilities.

The Township shall have the right to withhold from any sum otherwise payable to the Company past the 45 day holdback and such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of same.

13. PATENTS AND COPYRIGHTS

The Company shall, at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the Township all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the Township by reason thereof.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work or shall, at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

14. ASSIGNMENT

The Contractor shall not assign, transfer or sublet the whole or any portion of the contract, or the whole or any part of the work, to be performed under the contract, and the Contractor shall not transfer or assign any monies which may be due or which may become payable under the contract, without the express written consent of the Township's representative, and such consent shall not, under any circumstance, relieve the Contractor of any or all liabilities and obligations assumed by him under the contract.

15. 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 Subcontractors. The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

16. CORRECTION OF DEFECTS

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment and completion of the work, any part of the equipment (or work) becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good of every such defect, deficiency or failure without costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

17. QUOTE ACCEPTANCE

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the quote, and to award contracts to one or more Proponents submitting identical quotes as to price; to accept or reject any quotes in whole or in part; to waive irregularities and 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 lowest or any quote is not necessarily accepted.

Quotes shall be irrevocable for thirty (30) days after the official closing time. This period may be extended for a period of an additional thirty (30) days upon mutual agreement of the Township and the Proponent.

The placing in the mail or delivery to the address given in this Quote of a notice of award to a Proponent by the Township shall constitute notice of acceptance of contract.

18. PURCHASING BY-LAW

Quotes will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policy. By submitting a quote for this contract, the Proponent agrees to be bound by the terms and conditions of such by-law and any amendments thereto, as fully as if it were incorporated herein.

19. DEFAULT BY COMPANY

(a) 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 creditors; then, in any such case, the Township may, without notice; terminate the contract.

(b) If the Company: fails to comply with any request, instruction or order of the Township; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the work; or fails to prosecute the work with skill and diligence; or assigns or sublets the contract or a portion thereof 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.

(c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.

(d) If the Township terminates the contract, it is entitled to:

i) take possession of all of the work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the work by whatever means the Township may deem appropriate under the circumstances:

ii) withhold any further payment to the Company until the completion of the work and the expiry of all obligations under the Correction of Defects Clause;

iii) 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).

20. DISCLOSURE

Once the award is made and approved by Council, the report recommending such award shall be made a matter of public record, unless otherwise determined by the Township.

21. 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 portion or portions of the work.

22. QUANTITIES

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

23. SAMPLES

Samples, when required, must be submitted strictly in accordance with instructions. If samples are requested subsequent to opening of quotes, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Proponent's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

24. WORKPLACE SAFETY AND INSURANCE BOARD

A certificate from the Workplace Safety and Insurance Board shall be provided prior to the commencement of work indicating all payments by the Company to the Board in conjunction with the subject contract have been made, and that the Township will not be liable to the Board for future payments in connection with the Company's fulfillment of the contract.

25. INSURANCE REQUIREMENTS

The Company agrees that, prior to the commencement of services; it shall obtain, maintain and deposit with the Township of Severn a certificate of Comprehensive General Liability Insurance which is in all respects acceptable to the Township Treasurer and Insurance Agent. Evidence of insurance shall be signed by the insurer or his authorized representative and shall be submitted on the Certificate of Insurance attached herein.

In respect of the Comprehensive General Liability insurance, such coverage shall include:

a) third party bodily injury and personal injury and property damage coverage;
b) not less than $2,000,000.00, per occurrence, limit of liability as per **(Part "A" Instruction to Proponents)**
c) the Township named as an additional insured;

d) a cross liability and/or severability of interest clause which protects each insured to the same extent as if they were separately insured;
e) a clause providing that seven (7) days notice of cancellation or a material change in writing which may reduce the extent of coverage shall be personally delivered or sent by registered mail to the Township Treasurer.
f) Automobile Liability Insurance in respect of licensed vehicles shall have limits of not less than $2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, covering all licensed vehicles owned or leased by the Contractor.
g) Environmental Liability Insurance in respect to bodily injury, clean-up costs, defence expense, environmental damage, pollution incident, and property damage of not less than $1,000,000.00 each pollution incident and $1,000,000.00 aggregate limit owned or leased by the Contractor.
h) Equipment Insurance -“All risks” Contractor’s equipment insurance covering construction machinery and equipment used by the Contractor for the performance of the Work, including boiler insurance on temporary boilers and pressure vessels, shall be in a form acceptable to the Owner and shall not allow subrogation claims by the insurer against the Owner.

Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the Work, until the date of the final certificate for payment.

If the Township requires the amount of coverage increased, if it requires the Company to obtain other special insurance or if it requires any policy to be extended in respect of this Service, then the Company shall obtain such extended, increased or special insurance.

The Company shall deliver proof of insurance to the Township prior to commencing performance of any of the services and thereafter, if appropriate evidence satisfactory of the renewal of insurance shall be delivered to the Township at least two (2) business weeks before the expiration thereof.

Failure to provide this Insurance Certificate within two (2) weeks from date of request thereof by the Township shall make the award of the contract by the Township subject to withdrawal.

Failure to furnish the required bonds, Quote deposit, insurance certificate, Workplace Safety and Insurance Board certificate or other such required documents within the weeks of request by the Township shall make the award of the contract by the Township subject to withdrawal and the proceeds of the bid security accompanying the quote will be forfeited as ascertained as liquidated damages. This action does not limit the Township's right to recover loss, damage or expense incurred by the Township as a result of the Company's default including, but not limited to, the additional cost associated with selecting another Proponent.

26. PROTECTION OF WORK AND PROPERTY

1. The Contractor shall protect the Work and the Owner’s property and property adjacent to the Place of the Work from damage which may arise as the result of the Contractor’s operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:

a) errors in the Contract Documents issued by the Owner;
b) acts or omission by the Owner, the Consultant, other contractors, their agents and employees

2. Should the Contractor in the performance of the Contract damage the Work, the Owner’s property, or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good such damage at the Contractor’s expense.

3. Should damage occur to the Work of Owner’s property for which the Contractor is not responsible, as provided in paragraph 1, the Contractor shall at the Owner’s expense make good such damage to the Work and, if the Owner so directs, to the Owner’s property. The Contract Price and Contract time shall be adjusted.

27. DAMAGES AND MUTUAL RESPONSIBILITY

1. If either party to the Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom the other party is responsible in law, then that party shall be reimbursed by the other party for such damage. The reimbursing party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

28. TOXIC AND HAZARDOUS SUBSTANCES AND MATERIALS

1. For the purpose of applicable environmental legislation, the Owner shall be deemed to have control and management of the Place of the Work with respect to existing conditions.

2. Prior to the Contractor commencing the Work, the Owner shall:

a) take all reasonable steps to determine whether any toxic of hazardous substance or materials are present at the Place of the Work, and provide the Contractor with a written list of any such substances and materials.

b) The Owner shall take all reasonable steps to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to, or the presence of, toxic or hazardous substances or materials which were at the Place of the Work prior to the Contractor commencing the Work.

c) Unless the Contract expressly provides otherwise, the Owner shall be responsible for taking all necessary steps, in accordance with legal requirements, to dispose of, store or otherwise render harmless toxic or hazardous substances or materials which were present at the Place of the Work prior to the Contractor commencing the Work.

d) If the Contractor;
i. encounters toxic or hazardous substances or materials at the Place of the Work, or
ii. has reasonable grounds to believe that toxic hazardous substances or materials are present at the Place of the Work, which were not disclosed by the Owner, as required under paragraph 28-2. or which were disclosed but have not been dealt with as required under paragraph 28-2(c), the Contractor shall

iii. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness, or death and that no property is injured or destroyed as a result of exposure to or the presence of the substances of materials, and

iv. immediately report the circumstances to the Owner in writing.

e) the Contractor is delayed in performing the work as result of taking steps required under paragraph 28-2 (d)(iii), the Contract time shall be extended and the Contractor shall be re-imbursed for all reasonable costs incurred as a result of the delay and as a result of taking those steps.

29. PROJECT SITE WORKING CONDITIONS

The onus shall be upon the Proponent to investigate the project site and inform itself, before bidding, of all the physical and working conditions and administrative practices.

30. SAFETY

The Company shall be responsible for being aware of all governing regulations including those established by the Township, related to employee health and safety. The Company shall keep employees and Subcontractors informed of such regulations.

31 - ACCESSIBILITY

The Company shall be responsible for providing proof of certification of all employees for any or all portions of the work for Customer Service Standards Training. In the event that such certification is not available, the Company may request training materials from the Township to be completed by the Company and its employees involved in the project prior to commencement of the work.

32 - UNPAID ACCOUNTS

The Company shall indemnify the Township from all claims arising out of unpaid accounts relating to the work. The Township shall have the right at any time to require satisfactory evidence that the work in respect of which any payment has been made or is to be made by the Township is free and clear of mechanics' or other liens, attachments, claims, and demands, charges or other encumbrances.

33 - INDEMNIFICATION

The Company hereby agrees that it will, from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify the Township, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the Township and against all loss, liability, judgments, claims, costs, demands or expenses which the Township may sustain, suffer or be put to, resulting from or arising out of the Company's failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or service required hereunder to be performed or rendered by the Company, its agents, servants, employees or sub consultants of any of them.

34 - SUSPENSION OF WORK

The Township shall have the right, which may be exercised from time to time without invalidating the contract, to suspend performance by the Company of any part or the whole of the work for such reasonable period of time as the Township may notify the Company. Save to the extent any such suspension arises from default by the Company, the Township shall pay to the Company the reasonable extra expenses incurred by the Company arising from the suspension, provided that in no event will the Township be liable to the Company for loss of profit, interest lost or any other damages or loss occasioned to the Company by reason of any such work suspension. Such extra expenses shall be supported by audit, if necessary, carried out by auditors acceptable to the Township, prior to payment of same.

The resumption and completion of the work after the suspension shall be governed by the schedule established by the Township.

35 - CHANGES IN THE WORK

The Township may, without invalidating the contract, direct the Company to make changes to the work. When a change causes an increase or decrease in the work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices, by an amount to be agreed upon between the Township and the Company. All such changes shall be in writing.

36 - ENVIRONMENTAL

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the products or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

37 - PURCHASING PREFERENCE POLICY

Canadian content of goods becomes a deciding factor in the award of quotes only in the event that all other aspects of the quotes are equal and location in Severn Township is not a factor.

38 - MOBILIZATION EQUIPMENT

Provision of any or all mobilization equipment with licensed operator is to be included in the costs.

39 - REQUEST FOR PROPONENT INFORMATION

All requests pertaining to Proponents who have picked up documents prior to closing and results of Quote openings should be made in writing or by e-mail to the attention of:

Manager of Recreation & Facilities
P.O. Box 159
Orillia, Ontario
L3V 6J3

E-mail: pharwood@townshipofsevern.com

Forty-eight (48) hours shall be allowed for a reply to such requests.

40 - FREEDOM OF INFORMATION

All information relating to, but not limited to, pricing, specifications, reference, records, company information, shall be protected in accordance with the “MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF INDIVIDUAL PRIVACY ACT”. All requests for information as a result of this quotation shall be submitted in writing to the Township Clerk and are subject to requirements set out in the Municipal Freedom of Information and Protection of Privacy Act.

41 - PERMITS

The Contractors shall obtain any or all required permits for the project unless otherwise specified or agreed.

42 – CANCELLATION

The Township reserves the right to cancel or terminate this Quote and/or the Project at any time and reserves the right to reject all Quotes.

PART C – SPECIFICATIONS & INSTRUCTIONS

1.0 INTRODUCTION

The Township of Severn is requesting qualified Contractors to supply, deliver and install one electrical panel, six outlets, trenching, backfilling and seeding to the pavilion located in Washago Centennial Park. Lighting is provisional.

2.0 BACKGROUND

The Township of Severn has determined through inspections of the building that the work is warranted.

3.0 DELIVERABLE AND LOCATION

The requested work has been identified by the Township of Severn and the work shall be performed at the following location(s):

1. Washago Centennial Park – 3398 Quetton Street, Washago Ontario

4.0 SERVICE PROVISION

The successful Proponent shall supply, deliver, and install based on the suggested information – refer also to attached documents;

1. Install one 100 amp outdoor rated electrical lockable panel from designated pole source
2. All trenching, backfilling and seeding to be included
3. Pricing to include any/all permits including ESA inspections

Option #1 Receptacles
Install 6-20 amp GFI weatherproof protected receptacles on separate breakers in six locations within the pavilion.

Option #2 Receptacles
Install 6 – 20 amp GFI weatherproof protected receptacles on separate breakers in one location

Lights - Provisional
Install two (2) sealed beam LED light fixtures – lights controlled within electrical lockable panel

Pavilion Size: 24 feet x 56 feet

Other:

1. Any and all construction materials to be re-cycled or taken to an approved waste removal facility.
2. Installation by successful bidder.
3. Rental of any equipment to be included.
4. All warranties, spec sheets and colour samples to be included with documents.
5. Number of weeks anticipated for delivery from signed order.
6. Expected delivery and install to be completed by **May 18, 2018** or sooner pending site conditions.
7. Site visit is mandatory to determine access to the property, layout and to obtain the necessary information to submit a quote
8. Hoarding, signage of equipment and work area to be completed daily.
9. Signature of authorized person.
10. Report any other repairs or abnormalities found on the project.
11. No work to begin before 7:00 am daily

The Proponent understands that the installation is according to specifications within the designated time frame of completion.

The Proponent agrees to be responsible for its own security of the premises from fire, theft, vandalism and usual perils, carry its own insurance against fire, theft and equipment break down.

The Proponent agrees to obtain at its sole cost and expense all required permits/testing, licenses and service contacts required to perform the necessary work in order to complete the projects as required by law.

5.0 Codes and Standards

The following codes and standards shall be referenced and adhered to where appropriate for design, performance, materials, quality and not limited to:

.1 National Building Code of Canada 2010 (NBCC)
.2 Ontario Building Code 2012
.3 Electrical Safety Authority
.4 All OH &SA regulations for this work
.5 Meet the Ontario Disability Act of Ontario
.6 Applicable Ministry codes and regulations for the work to be completed

6.0 INSPECTIONS

The Proponent understands and agrees that from time to time, periodically throughout the installation and associated work, a representative from the Township or individual / firm / company representing the Township shall inspect the quality of the work project being performed to ensure appropriate, specified standards of construction are being adhered to.
All environmental, welding, concrete, steel and any or all inspections are to be included in the contract.

Work shall be performed to the satisfaction of the Township Representative that being the Manager of Recreation & Facilities and/or designate and the Chief Building Official, and their direction shall be final.

7.0 NOTICE OF ACCIDENTS

The Proponent shall give the Township prompt written notices of any accidents or other defects in project work (i.e. but not limited to water pipes, gas pipes, telephone, electrical or other areas on any part of the premises).

8.0 REMOVAL OF PROPERTIES, MACHINERY AND EQUIPMENT

Upon completion of all work associated with this quote, the successful proponent shall remove from the premises any or all properties, machinery and equipment provided by the successful proponent hereunder, immediately. If properties, machinery and/or equipment are not removed it shall be deemed to have been abandoned and shall vest with the Township without obligation to the Contractor.

9.0 QUOTE INSTRUCTIONS FOR PROPONENT

This quote is not intended to limit proponent's quotes but rather to provide a framework for the Township to evaluate each quote and determine which submission most closely addresses our needs.

Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this quote. i.e. Energy efficiencies

Acceptable quotes **must include** and be structured in the following format:

a) COMPANY DETAILS

- ✓ Brief History of the Company
- ✓ Completed Projects

- ✓ References – minimum of three preferably large scale projects

b) PROJECT DETAILS

- ✓ Specifications to the project – (i.e. preparation of site(s), removal of waste and excess materials if any, make operational all electrical, mechanical and plumbing and perform necessary work to ensure units work.)
- ✓ Guarantees in workmanship

c) FINANCIAL ANALYSIS

- ✓ Complete itemized costing breakdown
- ✓ Submission of Quote Bid
- ✓ Overhead costs (base labour cost per hour)
- ✓ Terms of payment

d) TIMEFRAME FOR COMPLETION

- ✓ When will work commence
- ✓ When will work be completed
- ✓ Construction schedule/timelines

e) PROOF OF CERTIFICATION OF WORKERS

- ✓ Industry/trade certification
- ✓ Accessible Customer Service certification (if available)

PART D - FORM OF QUOTE

We, the Proponent _____ being duly incorporated under the laws of _____ and having its Head Office at _____ do hereby offer to and agree to enter into an agreement with the Township, all in accordance with the terms, conditions and specifications attached to and forming part of this RFQ REC 2018 – 03.

Agree to offer experienced services to and to perform work to update all wiring, lighting, hydro panels to code in the building known as the Washago Centennial Park Washroom in Washago, ON, and to ensure all elements of the project function as per their specifications.

We, the Proponent, further agree to commence the required work not later than: _____, 2018 and to complete the required projects in their entirety on/ or before: **May 18, 2018**.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this quote.

Executed by me/us dated this _____ day of _____ 2018.

_____	_____
Signature of Authorized Signing Officer (I have authority to bind the Corporation.)	Signature of Authorized Signing Officer (I have authority to bind the Corporation.)
_____	_____
Print Name of above Signing Officer	Print Name of above Signing Officer
_____	_____
Position	Position
_____	_____
Name of Firm	Name of Firm

THIS DOCUMENT MUST BE SIGNED TO BE A VALID OFFER

NOTICE OF "NO-REPLY"

Township of Severn ATTN: Manager of Recreation & Facilities P.O. Box 159, Orillia, Ontario L3V 6J3	Tel: 705-325-2315 Fax: 705-327-5818
REFERENCE NO. RFQ REC-2018 – 03	**CLOSING DATE: Thursday, February 15, 2018** at 10:00:00 a.m. local time
WASHAGO CENTENNIAL PARK PAVILION HYDRO WASHAGO, ON	

IMPORTANT - Please read this.
It is important to the Municipality to receive a reply from all invited bidders. There is no obligation to submit a quote, quotation or quote; however, should you choose not to bid, completion of this form will assist the Municipality in determining the type of goods or service you are interested in bidding on in the future. Failure to return the quotation form or Notice of No Reply may result in the removal of the Bidder from the Township's bidder list.

INSTRUCTIONS
If you are unable, or do not wish to bid on this **quote** please complete the following portions of this form. State your reason for not bidding by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other bid documents. Return the completed form in a return envelope or by fax **prior** to the official closing date. Bidders who fail to respond to a quote/quote/ quotation call three (3) times for the same commodity/service will be removed from the Bidders' List for such commodity/service.

1. We do not manufacture/supply this commodity _____
2. We do not manufacture/supply to this specification _____
3. Unable to quote competitively _____
4. Cannot handle due to present plant loading _____
5. Quantity/job too large _____
6. Quantity/job too small _____
7. Cannot meet delivery/completion requirements _____
8. Licensing restrictions _____
9. Agreements with distributors/dealers do not permit us to sell direct _____

Other reasons/additional comments:

_____

Do you wish to bid on these goods/services in the future? Yes ☐ No ☐

Firm Name: _____

Signature of Signing Officer: _____

Print Name: _____

Title: _____

Address: _____

Telephone: _____ Fax Number: _____

Date: _____, 2018

THE CORPORATION OF THE TOWNSHIP OF SEVERN

RFQ REC-2018-03 – WASHAGO CENTENNIAL PARK PAVILION HYDRO
WASHAGO, ON

PART E –QUOTE BID

NAME OF PROPONENT (CONTRACTOR)

NAME OF PROJECT CONTACT

NAME OF SUBTRADES (IF ANY)

_____

SCHEDULE OF FEES SUMMARY

Option #1 – Lump Sum	$ _____	Option #2 – Lump Sum	$ _____
Sub Total	$_____	Sub Total	$ _____
Total Bid Price	**$**	**Total Bid Price**	**$**

Provisional - Lights

Lump Sum $ _____

Total Bid Price **$**

*** All prices are plus HST**

_____ _____
Signature of Authorized Representative **Date**

Hydro Source
Trench Line
45.60 m or 149.62 ft
Washago Centennial Park Pavilion
Outlet Option #1
Outlet Option #2
Lights