



REQUEST FOR QUOTATION

RFQ 2021-02

INSTALL COMPOSTING TOILETS AND STEEL ROOF

Scenic High Falls Beautification Project

Issue Date: Monday, July 12, 2021

Closing Date: Friday, July 23, 2021

Contact: Anders Dereski, IT / GIS Technician
Municipality of Wawa
40 Broadway Ave, PO Box 500
Wawa, ON P0S 1K0
Telephone 705-856-2244 Ext. 239
Email: adereski@wawa.cc

A. General Description of Project

The Municipality of Wawa is issuing this Request for Quotation (“RFQ”) to seek out a successful contractor who will supply and install 2 Composting Toilets according to AODA standards (Accessibility for Ontarians with Disabilities) and install Steel roofing on the current pavilion at Scenic High Falls, as defined in the Scope of Work.

Qualified parties with requisite experience in similar work are invited to submit a Request for Quotation outlining their experience, qualifications and proposed work plan, no later than the closing date/time identified below.

Closing Date: Friday July 23, 2021, at 12:00 pm

B. Scope of Work

The successful Contractor, coordinating with the IT / GIS Technician and Director of Community Services and Tourism will:

- Acquire all applicable permits set out by municipal bylaws and government regulations
- Install one (1) 2 bay vault toilet, following AODO requirements, “similar to Dr. Rose’s Beach”
- Ensure that the site is appropriately prepared for the installation of the toilets.
- Ensure toilets meet AODA accessibility requirements to parking lot
- Install Steel roof on existing pavilion

C. Primary Contact

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this proposal, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

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D. Disqualification

The Corporation reserves the right to reject any and all quotations. Failure of the Proponent to satisfy any term or condition of this RFQ may result in the rejection of said quotation. Further, any incomplete quotations, quotations not properly signed/dated, quotations received after the closing date/time, quotations completed in pencil, quotations with incomplete calculations, and quotations lacking required information will be rejected as incomplete.

E. Examination of Documents

Each Proponent may satisfy himself or herself by a personal study the RFQ documents, by calculations, and by personal inspection of the site, respecting, the conditions existing or likely to exist in connection with the proposed work. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by this RFQ. Prices must include **all incidental costs** and the Proponent must be satisfied as the full requirements of the RFQ.

F. Quotation Withdrawal or Replacement

Any Quotation may be withdrawn prior to the scheduled time for Quotation Closing by submitting written notice to the RFQ contact. Replacement Quotations are welcome until the Quotation Closing.

G. Quotation Evaluation

All submissions must be in compliance with the requirements of the RFQ process in order to be consideration for evaluation.

Even though Quotations are received based on delivery of services which may meet the minimum requirements indicated, it is not intended that this alone shall limit the award but that other factors shall be considered together with any related experience the Corporation may or may not have had.

All qualified Quotations will be reviewed and evaluated by the selection committee.

It will be the responsibility of the selection committee to initially read, review and evaluate each Quotation. The selection committee may “short list” those Quotations that are most feasible for further consideration.

Proponent’s experience will form part of the review and lack of related experience may be cause for selection of another proponent rather than the low quotation.

H. Quotation Award

All Quotations shall be final and binding on the Proponent for the period of sixty (60) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Corporation. The Corporation will notify the Successful Proponent of the award. The Successful Proponent agrees to undertake the work within five (5) days of date of notification of the award.

I. Ineligibility Based on Past Performances

The Municipality reserves the right to disqualify a contractor due to the Bidder’s past performance on previous contracts awarded, failure to complete awarded work or termination of previous contracts.

J. Contractor Requirements

Minimum requirements by the Contractor for submission of a Quote in response to the RFQ shall include the following:

a) WSIB Coverage

The Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. In addition, the Clearance Certificate must be submitted before beginning any work. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the period of work.

If the Proponent does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Corporation with submission of the Quotation.

b) Indemnification

The Successful Proponent shall indemnify and hold harmless the Corporation, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, directly or indirectly arising out of the project attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Proponent, its officers, agents, employees or other persons for whom the Proponent is legally responsible.

c) Liability Insurance

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the work.

(i) Commercial General Liability insurance satisfactory to the Corporation and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to and include but not be limited to:

- A limit of liability not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- The Corporation shall be added as an additional insured with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability in respect of the Named Insured
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- The policy shall provide 30 days prior notice of cancellation

K. Occupational Health and Safety

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act, The Proponent acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work. For construction related contracts, the Proponent agrees to assume the role of the Constructor under said Act as it relates to the completion of this contract.

L. Freedom of Information

The Corporation is subject to the Municipal Freedom of Information and Protection of Privacy Act, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Corporation by the Proponent pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Proponents are encouraged to place all such details and information within a separate section of their submission. Complete Quotations are not to be identified as confidential.

M. Accessibility for Ontarian's with Disability Act, 2005

The Proponent's attention is drawn to the regulations issued by Province of Ontario under the Accessibility for Ontarians with Disabilities Act. The Proponent acknowledges that they will comply with the Act as it relates to the completion of this project.

N. Addenda

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFQ will be posted as a RFQ Addendum on the Corporation's website.

Amendment and changes to this Quotation prior to the closing date and time stated herein will only be in the form of written Addenda and said Addenda will be issued by the Corporation. Addenda will be posted on the Municipality's website under Public Notices. It is the Proponents sole responsibility to check this website regularly to inform itself of any posted Addenda. The Corporation makes no promise or guarantee that Addenda will be delivered by any means to any Proponent. By submitting a Quotation in response to the Request for Quotation, the Proponent acknowledges and agrees that addenda shall be posted on the Corporation website and it is the sole responsibility of the Proponent to check the website for said addenda. Addenda will not be released less than seventy-two (72) hours prior to the close of the Quotation. Any submission that does not acknowledge receipt of addenda shall be considered as incomplete and will be disqualified.

O. References

Proponents shall provide three (3) references from firms where similar services have been performed within the last five years. References will be equal in complexity and service requirements as outlined in this Quotation.

P. Sub-Contracts

The Proponent shall ensure that all sub-contractors are bound by all the terms and conditions as the Proponent as contained in the RFQ.

Proponents are required to provide information on primary subcontractors and suppliers who will be retained for the performance of this RFQ.

Q. Assignment of Contract

The Successful Proponent shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Corporation's officials, which consent shall not be unreasonably withheld.

R. Extra Work

No work shall be regarded as extra work, unless it is ordered in writing by the Corporation and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the Quotation.

S. Laws and Regulations

The Successful Proponent shall apply and pay for all necessary permits, Licenses, approvals and consents required for the execution of the work.

The Successful Proponent shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

T. Protection of Property

The Successful Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from this Agreement. Any damage done to the surrounding property must be made good to the satisfaction of the Corporation of the Municipality of Wawa.

The Successful Proponent shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Corporation.

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public.

U. Cancellation

If the Proponent should neglect to execute the work properly or fail to perform any provision of this Award, the Corporation, after three (3) business days written notice to the Proponent, may, without prejudice to any other remedy in existence, make good such deficiencies and may deduct the cost thereof from any payment then and thereafter due to the Proponent. Continued failure of the Proponent to execute the work properly shall result in a termination of Agreement.

The Corporation reserves the right to immediately terminate the Agreement at its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The Corporation shall provide written notice of termination.

V. No Contract

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of a Quotation. The Municipality may negotiate changes to any terms of a Quotation, including terms and prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted Quotations,

W. Questions / Clarifications

The proponent shall direct any and all questions relating to this RFQ to the principal contact, Anders Dereski at adereski@wawa.cc in writing or via e-mail by no later than 2 (two) business days prior to the closing date. Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this RFQ, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

X. Contractor's Work Schedule

The Contractor's work schedule will begin as soon as possible. The preferred completion date is on or before Friday, October 29, 2021. Work is expected to continue until staff approve of the work completed.

Deadline and Delivery

Quotations must be submitted under the following instructions:

Quotation Closing Date: **Friday July 23, 2021 at 12pm**
Location: Michipicoten Memorial Community Centre
3 Chris Simon Drive
Wawa, ON P0S 1K0
RFQ 2021-02 Installation of Composting Toilets and Steel Roof

Submissions received by the date and time of closing will be opened immediately following the time of the RFQ closing. The submission envelope must be clearly marked as "RFQ 2021-02 Installation of Composting Toilets and Steel Roof."

No information submitted by facsimile or electronic mail (**except for the electronic PDF copy**) will be accepted unless otherwise requested by the Municipality during the proposal review process. **Proposals received after Friday July 23, 2021 at 12:00PM will not be accepted.**