



REQUEST FOR QUOTATION

RFQ-PW-04-2017

CRUSH, SCREEN & STOCKPILE GRANULAR MATERIAL

Provisions for Public Works Department
For the Town of St. Marys

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INFORMATION TO PROPONENTS

1. Scope of Project

The Town of St. Marys Public Works Department is issuing RFQ-PW-04-2017 to crush and stockpile materials at the storage area of the Municipal Operations Centre, located at 408 James Street South, St. Marys, Ontario. Qualified parties with requisite experience in similar work are invited to submit a Request for Quotation outlining their experience, qualifications, and proposed work plan, by no later than the closing date/time identified below.

2. Date of Quotation Submission

One (1) original quotation shall be submitted in a sealed, opaque envelope addressed as follows:

RFQ-PW-04-2017 Crush, Screen & Stockpile Granular Material
Jed Kelly, Director of Public Works
Town of St. Marys
408 James Street South, P.O. Box 998
St. Marys, ON N4X 1B6


Quotations must be submitted under the following instructions.

Closing Date: Wednesday, February 22, 2017
Time of Closing: 2:00 pm, local time
Location: 408 James Street South, St. Marys, ON N4X 1B6

Submissions received by the date and time of closing will be opened immediately following the time of RFQ closing.

To assure your submission is considered: Cut out the label below and affix this label to the outside of your submission. If you are placing your submission in an additional envelope for shipping, the label **SHOULD** be on the **OUTSIDE ENVELOPE**.

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 <p>RFQ-PW-04-2017 – Crush, Screen & Stockpile Granular Material Town of St. Marys 408 James Street South, P.O. Box 998 St. Marys, ON N4X 1B6</p>		
Proposal No.: RFQ-PW-04-2017	CLOSING DATE:	CLOSING TIME:
DEPARTMENT: Public Works	COMPANY NAME:	

3. Project Contact

Todd Thibodeau
Supervisor of Public Works
408 James Street South, St. Marys ON N4X 1B6
519-284-2340 extension 349
tthibodeau@town.stmarys.on.ca

4. Quotation Deposit

Each Proponent is required to submit a certified cheque in the amount of 10% of the quotation. Photocopies or faxed copies of bid deposit will result in the bid being rejected. The cheque of the successful proponent will be held until completion of the project.

The quotation deposit of the lowest and second lowest quotation shall be retained until an Agreement has been executed. Should the Proponent fail to execute the agreement, he shall forfeit said quotation deposit and an agreement will be executed with the second lowest quotation.

5. Scope of Work

The intent of this quotation is to provide a lump sum bid for crushing and stockpiling of materials at the storage area of the Municipal Operations Centre, 408 James Street South in St. Marys, Ontario. Work shall be completed to current Ontario Provincial Standards for Aggregates. This service shall include all labour, tools, equipment and other items necessary for handling, grinding and stockpiling of materials. The old concrete material is mostly waste from curb removal and sidewalk restoration from Town projects although there is some concrete from other sources which contains reinforcing. All reinforcing material must be separated and become the property of the contractor. All grinding shall be done on site. The Town has estimated approximately 10,800 cubic metres of material has accumulated for crushing, grinder and stockpiling. The proponent shall be responsible to field verify actual quantities to be furnished as part of this RFQ and shall bid according to their own assessment of quantity.

5.1 Finished Material

The Proponent shall provide a finished “Granular A” type material with particle sizes no larger than $\frac{3}{4}$ ” (20mm). Bidder may be required to produce a sample of the material manufactured by their grinder.

5.2 Accumulation of Material

Any additional accumulation of material between the time of inspection and completion of the grinding will be considered incidental to the job and no additional payment will be made.

5.3 Clean up

The Proponent will be responsible to contain and dispose of all metal and debris into proper recycling bins and becomes the property of the Town. The site must be cleaned and levelled off to the satisfaction of the Supervisor of Public Works or designate.

5.4 Safety Plan

As part of this RFQ, a safety plan is to be provided for grinding operations, including emergency contact numbers, prior to the start work date.

5.5 Reports

The Proponent shall notify the Supervisor of Public Works or contact designated immediately of any spills, accidents, occurrences, incidents, violations with a written report to follow within 24 hours.

5.6 Completion of Work

The Proponent shall set the starting date in coordination with the Supervisor of Public Works or their designate and the anticipated completion date is no later than May 1, 2017. The work shall be completed within 10 days of the start date as set between the Proponent and the Supervisor of Public Works or designate.

6. Examination of Site

Each Bidder is expected to attend to view the proposed work site before submitting the RFQ and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Bidder shall determine the difficulty of the facilities to be encountered. The Proponent shall not claim at any time after submission of RFQ that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

7. Submission Format

- a. Forms to be submitted with the Quotation must be completed in their entirety in hard copy. All entries shall be clear and legible and made in a non-erasable medium; and,
- b. Submissions may be mailed, couriered or hand-delivered to the appropriate location. The Town will not accept electronic or digitally transmitted submissions. Delivery of Quotation through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Quotation to arrive at the specified location before the closing time. Failure of a third party courier to submit the Quotation prior to the closing time will result in the disqualification of the Quotation, and will be at no fault of the municipality.

8. Form of Submission

The following must be submitted:

- **Form of Quotation:** Proponents shall submit on the blank forms herewith provided and shall give the lump sum and/or unit prices.
- **Proponent Information/Experience:** The proponent's information experience shall be submitted on the blank form herewith provided.
- **Quotation Deposit:** The proponents shall submit with the quotation a certified cheque in the amount of 10% of the quotation. The cheque of the successful proponent will be held until completion of the project.

- **Addenda:** Proponents shall sign and date all addenda and attach copies to the submitted quotation.

9. Disqualification

The Corporation reserves the right to reject any or 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.

10. Examination of Documents

Each Proponent must satisfy himself or herself by a personal study of 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 to the full requirements of the RFQ.

11. 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.

12. Quotation Evaluation

All submissions must be in compliance with the requirements of the RFQ process in order to be considered 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.

For the purpose of evaluation, the following criteria will be utilized to score each Proponent's Bid.

Category	Description	Points
Experience, Qualifications, Project Management	Company history, qualifications of staff, project management experience,	40
Budget and Cost	Materials and cost list	40
References	List of previous clients/professional references	20

13. Quotation Award Procedure

All Quotations shall be final and binding on the Proponent for a period of 60 (sixty) 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 execute a Professional Service Agreement to undertake work within 10 business days of the date of notification of Award.

14. Ineligibility Based on Past Performances

The Town 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.

GENERAL CONDITIONS

1. Workplace Safety and Insurance Act

The Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Professional Service Agreement. In addition, the Clearance Certificate must be submitted with final invoice before payment is made. The Successful Proponent agrees to maintain their WSIB account in good standing throughout the agreement period.

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 at time of execution of the agreement.

2. 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.

3. Liability Insurance

The Successful Proponent shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) 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:
 - A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
 - 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
 - Non-owned automobile coverage with a limit of \$2,000,000 and shall include contractual non-owned coverage
 - Products and completed operations coverage
 - Broad Form Property Damage
 - Contractual Liability
 - The policy shall provide 30 days prior notice of cancellation
- b) A standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle.
- c) Proof of insurance to be submitted at time of signing of agreement.

4. Performance Security

The Corporation shall retain the Successful Proponent's quotation deposit as a performance security. It will be returned to the Successful Proponent, without interest, upon successful completion of the project.

5. Occupational Health and Safety Act

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.

6. 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.

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

The Proponent's attention is drawn to the regulations issued by the Ministry of Economic Development, Employment & Infrastructure for the 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.

8. 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 Corporation's website at [Town of St. Marys Tenders](#). 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.

9. 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.

10. Sub-Contracts

The Proponent shall ensure that all sub-contractors are bound by all the terms and conditions of the Agreement.

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

11. 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.

12. Night, Sunday and Holiday Work

Work during the night, on Sundays or on Statutory Holidays shall not be permitted without the written permission of the Corporation.

13. 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.

14. Delay in Execution of Work

The Successful Proponent agrees that in case all the work called for under the contract is not finished or completed within the date of completion, damages will be sustained by the Corporation, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the Corporation will sustain in the event of and by reason of such delay and the parties hereto agree that the Successful Proponent will pay to the Corporation the sum of Five Dollars (\$500.00) per day for liquidated damages for each and every calendar days delay in finishing the work beyond the date of completion prescribed, and it is agreed that this amount is an estimate of actual damage to the Corporation which will accrue during the period in excess of the prescribed date of completion.

The Corporation may deduct any amount under this paragraph from any monies that may be due or payable to the Successful Proponent on any account whatsoever. The liquidated damages payable under this paragraph are in addition to and without prejudice to any other remedy, action or other alternate that may be available to the Corporation.

15. 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.

16. 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 Town of St. Marys.

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.

17. 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.

18. 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 Town 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.

19. Questions / Clarifications

The proponent shall direct any and all questions relating to this RFQ to the principal contact (Mr. Todd Thibodeau), (tthibodeau@town.stmarys.on.ca) 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.

Form of Quotation

1. Bid Summary

Pricing Information	
Estimated Quantity (Cubic Metres)	m ³
Total	\$
H.S.T.	\$
Total Price	\$

2. Proponent Information

Company Name (hereinafter called the "Proponent")	
Mailing Address	
e-mail Address	
Phone #	
Cell #	
Website	
WSIB Account #	
# Years in Service	
Proponent's Representative	
Authorizing Signature, Authority and Title	

3. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the fee includes the provision set out in such addenda. Please list the addenda number and the date received by the Proponent.

Example: Addenda #1 received November 2, 2014

- 1) Addenda #1
 - 2) Addenda #2
 - 3) Addenda #3
- Check here if NO Addenda received

THE PROPONENT DECLARES:

1. No person, firm or corporation, other than the Proponent, has any interest in this Quotation or in the proposed agreement for which this Quotation is made and to which it relates;
2. This Quotation is made by the Proponent without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Quotation for the same service, and is in all respects fair and without collusion or fraud;
3. No member of the Municipal Council or any other officer of the Corporation will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
4. The content and requirements of this Quotation document have been read and understood.
5. That if this Quotation is accepted, the Proponent agrees to furnish an approved surety bond for the proper fulfilment of the contract and to execute the Professional Service Agreement in duplicate within ten (10) days after being notified so to do. In the event of default or failure on the Proponent's part to do so, the undersigned agree that the Corporation shall be at liberty to retain the quotation deposit to the use of the Corporation, and to accept the next lowest or any Quotation or to advertise for new Quotations or to carry out the works in any other way deemed best and the Proponent also agrees to pay to the said Corporation the difference between this Quotation and any greater sum which the Corporation may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on the Corporation's part including the cost of any advertising for new Quotations and to indemnify and save harmless the said Corporation and its 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 the Proponent's part.
6. All prices are quoted in Canadian funds.



A duly completed copy of the Form of Quotation, Proponent Information, Reference Form and Sub-Contract List as stated herein is attached hereto.

DATED _____

SIGNATURE OF WITNESS _____

SIGNATURE OF AUTHORIZING PROPONENT _____

4. Proponent's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five years. References will be equal in complexity and services requirements as outlined in this Quotation.

The Corporation reserves the right to contact any and all references. The Corporation defines a reference as any reference supplied within a Quotation submission, in addition to any others known to the Corporation.

Project title, type of work, year completed	Client	Contact Name & Phone Number