

City of Temiskaming Shores Request for Quotation RS-RFQ-007-2024 Fence Installations

City of Temiskaming Shores P.O. Box 2050 325 Farr Drive Haileybury, Ontario P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFQ, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Quotation.

1. Objective

This Request for Quotation (RFQ) is to solicit quotations from qualified contractors for the supply and installation of chain-link fencing at various locations within the City of Temiskaming Shores.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

3. Definitions

- 3.1 **City**: means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFQ and includes their heirs, successors and permitted assigns.
- 3.3 Request for Quotation; means this Request for Quotation (RFQ) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- 3.4 Successful Proponent/ Bidder: means the Proponent/Bidder whose RFQ submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx

Submissions must be in **pdf format** and can be no larger than 50 MB.

Subject Line: RS-RFQ-007-2024 "Fence Installations"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Quotations will be at 2:00 p.m. local time on Tuesday July 23, 2024.

- Late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Quotations by mail will not be accepted;
- Partial Quotations are not accepted;
- Quotations emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Quotations;
- The lowest priced Quotation will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Quotation from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Quotations that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether
 provided in the Quotations or not), confirmation of any information provided by the Proponent
 in their Proposal.
- The Quotation shall be valid for 60 days from submission date.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Quotation by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Quotation form or by a covering letter, or by alterations to the Quotation form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFQ.

5. Questions

Any questions with respect to the specifications are to be directed to:

Mathew Bahm

Director of Recreation
City of Temiskaming Shores
325 Farr Drive
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4106

Email: mbahm@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Quotation before presenting the submission. Questions relating to this Quotation must be received by **Monday July 15, 2024, 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFQ document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the Quotation may render the Quotation invalid.

6. RFQ Schedule

The RFQ process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFQ: June 28, 2024

Deadline for Submitting Questions: July 15, 2024

Deadline for Responding to Questions: July 16, 2024

RFP Proposal Submission deadline: July 23, 2024

Final Selection and Notification: August 14, 2024 (Estimated)

Last day for completion of work: November 30, 2024

7. Scope of Work

There are four locations for fence installations, all within the City of Temiskaming Shores.

- 1. Dymond Sports Park (400 Laurette St, Dymond)
- 2. Haileybury Water Treatment Plant (322 Browning St, Haileybury)
- 3. Farr Park (400 Morissette Dr, Haileybury)

4. Shaver Park (Queen St, North Cobalt)

For all locations:

- Contractor will be responsible for all underground locates prior to commencement of work.
- Contractor will be responsible for any cleanup and landscaping required during and after installation.
- City staff will pre-mark exact locations for the fence installations.

Dymond Sports Park (400 Laurette St, Dymond)

- Supply and install 440ft (134m) length of 6ft. (1828.8mm) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail and bottom wire, approximately 6ft (1.83m) in front of the existing wooden fence at the Dymond A ball field on Laurette Street at the Dymond Sports Park. Existing wooden fencing will be removed by City staff in consultation with the winning bidder.
- Main posts to be installed in concrete at a minimum depth of 3.5ft (1.07m). Line posts to be installed without concrete, to a minimum depth of 4ft (1.22m) with a maximum span of 10 feet (3.05m) between posts. Main posts to be 2-7/8" (73.0mm) O.D galvanized pipe. Line posts to be 1 7/8" (48.3mm) O.D. galvanized pipe.
- Two posts shall be placed specifically to act as "foul poles" for use during baseball games.
 These specific poles shall extend beyond the height of the 6ft fence to a total height of 16ft
 above the ground. These poles shall be installed with concrete to the same specifications
 as main posts.
- See attached diagram (Appendix 01) for installation dimensions and location at Dymond Sports Park.
- Installation must be completed by November 30, 2024.

Haileybury Water Treatment Plant (322 Browning St, Haileybury)

- **Supply and install** 50ft (15.24m) length of 6ft. (1828.8mm) high, galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail and bottom wire in "L-shape" configuration. Fence to include 12" barbed wire overhang at 45° angle.
- 36" gate (including hardware) to be installed to provide access to enclosure.
- Main posts to be installed in concrete at a minimum depth of 3.5ft (1.07m). Line posts to be installed without concrete, to a minimum depth of 4ft (1.22m) with a maximum span of 10 feet (3.05m) between posts. Main posts to be 2-7/8" (73.0mm) O.D galvanized pipe. Line posts to be 1-7/8" (48.3mm) O.D. galvanized pipe.
- See attached diagram (Appendix 02) for installation dimensions and location at Haileybury Water Treatment Plant.
- There are numerous underground utilities located within the proposed installation area.
 The successful bidder will be required to use either a vacuum truck or hand digging only to install the main and line posts.
- Installation must be completed by November 30, 2024.

Farr Park (400 Morissette Dr, Haileybury)

- Remove and dispose of existing baseball backstop on Field 1 consisting of approximately 56ft of 10ft tall, galvanized fencing and canopy overhang. Backfill with material provided by City of Temiskaming Shores.
- Supply and install 60ft (18.3m) length of 12ft. (3.66m) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail, bottom rail and an additional canopy overhang of 6ft (1.83m). New baseball backstop to be installed in a 20ft-20ft-20ft configuration, marked by the City of Temiskaming Shores.
- All vertical posts to be a minimum 2-7/8" (73.0mm) O.D. galvanized pipe. All other posts to be a minimum of 1-5/8" (41mm) O.D. galvanized pipe.
- All posts to be installed in concrete at a minimum depth of 4ft (1.22m) with a maximum span of 10 feet (3.05m) between posts.
- See attached diagram (Appendix 03) for installation dimensions and location at Farr Park.
- Installation must be completed by November 30, 2024.

Shaver Park (80 Queen St, North Cobalt)

- Remove and dispose of existing fence and posts at each end of the facility.
- **Supply and install** two lengths of 72ft (21.95m) of 12ft. (3.66m) high galvanized commercial (9 gauge) chain link fencing consisting of a 2-inch (50.8mm) mesh size, including top rail and bottom rail (144ft total length).
- The bottom of new fencing to be installed at a height of 4ft from the ground and extend to
 a total height of 16ft above the ground. All posts are to be installed in concrete at a
 minimum depth of 5ft (1.52m) with a maximum span of 10 feet (3.05m) between posts.
- All vertical posts to be 2-7/8" (73.0mm) O.D. galvanized pipe. All other posts to be a minimum of 1-5/8" (41mm) O.D. galvanized pipe.
- See attached diagram (Appendix 04) for installation dimensions and location of installation at Shaver Park.
- Installation must be completed by November 30, 2024.

8. Project Authority (Modify as required)

The Project Authority for issuance of the RFQ is the Director of Recreation for the City of Temiskaming Shores, reporting to the City Manager.

The awarding of the contract may be subject to the approval of City Council.

9. Quotation Evaluation

Quotations that comply with the terms, conditions and specifications as outlined in the Quotation will be evaluated on the basis of;

- Price (within allocated budget)
- Availability to perform the work and/or supply goods

Previous performance evaluations

10. Any or all Quotations Exceed Approved Budget

In the event that any or all Quotations exceed the approved budget, and staff are not prepared to seek additional funding, the City may, opt for one of the following:

- a) Approach the lowest Bidder to seek options to change the requirements and obtain a corresponding price change for the reduced requirements;
- b) Approach the top three Bidders to seek options to change the requirements and obtain a corresponding price change from each for the reduced requirements; or
- c) Advise all Bidders that the Bid solicitation process will be cancelled, and a review of the requirements will be undertaken and that a new Bid solicitation may be issued later.

11. Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFQ, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Quotation meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

12. Amendments

The City at its discretion reserves the right to revise this RFQ up to the final date for the deadline for receipt of Quotations. The City will issue changes to the RFQ Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFQ Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFQ Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Quotation. Failure to complete the acknowledgement may result in rejection of the Quotation.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a Quotation submission in response to this RFQ, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Quotation without notice.

13. Quotation Withdrawal or Amendment

Proponents may amend or withdraw their Quotation, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Quotation may submit a further Quotation at any time up to the official closing time; the last Quotation received shall supersede and invalidate all Quotations previously submitted by the Bidder for this RFQ. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

14. Right to Accept or Reject Submissions

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.

The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

15. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFQ, whether before or after submission of the Quotation, the City shall be entitled to reject or not accept the RFQ submission.

16. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Quotation, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the Quotation of each proponent (Conflict of Interest Declaration).

17. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

18. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Certificate of good standing from the Workplace Safety & Insurance Board.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

19. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

20. Freedom of Information

Upon submission, all Quotations become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Quotations will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the Quotation should be clearly identified.

21. Nature of Request for Quotation

This RFQ does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

22. Preparation of Quotations

All costs and expenses incurred by the Proponent relating to its Quotation will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to

compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all Quotations or the cancellation of this RFQ.

23. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. The award of a contract may be made in writing to the successful proponent by way of a By-law, Resolution or Purchase Order. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

24. Payment

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

25. Ownership of Materials

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

26. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

27. Failure to Complete the Work

Documented failure to comply with all terms, specifications, requirements, conditions and general provisions of this quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

28. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in

part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing goods and/or services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

29. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

30. Errors & Omissions

It is understood, acknowledged and agreed that while this Quotation includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this Quotation, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the Quotation is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Quotation. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by the Quotation and/or Agreement.

Form of Quotation

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well as the name or names of appropriate contact personnel which the City may consult regarding the Quotation. We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus, and documentation as are required to satisfy this Quotation (all prices must be CDN funds and without HST):

NOTE: All portions of "Form of Quotation" must be accurately and completely filled out.

Lump sum price for complet Park	ion of all work at Dymond Sports	\$.00
Lump sum price for complet Treatment Plant	ion of all work at Haileybury Water	\$.00
Lump sum price for complet	ion of all work at Farr Park	\$.00
Lump sum price for complet	ion of all work at Shaver Park	\$.00
	Total (exclusive of HST):	\$.00
Estimated Mobilization Date	:		
Estimated Completion Date	(Must be completed by 2024-11-30):		
Acknowledgement of Adden	n da ed for ADDENDA NUMBER	in proporing	my/our
Quotation.	ed tot Addenda Nowber	iii prepailing	my/oui
Company Name:			
Mailing Address:			

	RS-RFQ-007-2024
Postal Code:	
Telephone:	
Email:	
Bidder's Authorized Official:	
Title:	
Authorizing Signature:	
Date:	
Contact name (if different from authorizing official):	
Contact's email:	

Form 1 to be submitted.

City of Temiskaming Shores

Fence Installations

Non-Collusion Affidavit

I/ We	the undersigned am fully informed respecting
the preparation and contents of th such bid.	e attached Quotation and of all pertinent circumstances respecting
Such bid is genuine and is not a	collusive or sham bid.
parties of interest, including this directly or indirectly with any oth connection with the work for which directly or indirectly, sought by a other bidder, firm or person to fix fix any overhead, profit or cost of through any collusion, conspiract	officers, partners, owners, agents, representatives, employees or affiant, has in any way colluded, conspired, connived or agreed her Bidder, firm or person to submit a collective or sham bid in the attached bid has been submitted nor has it in any manner, agreement or collusion or communication or conference with any the price or prices in the attached bid or of any other Bidder, or to element of the bid price or the price of any bidder, or to secure y, connivance or unlawful agreement any advantage against the my person interested in the proposed bid.
conspiracy, connivance or unlay	e attached bid are fair and proper and not tainted by any collusion, wful agreement on the part of the Bidder or any of its agents, ees, or parties in interest, including this affiant.
attempt to influence the outcome	of any person, company, corporation or organization that does of any City purchasing or disposal process will be disqualified, and or organization may be subject to exclusion or suspension.
Date:	
Bidder's Authorized Official:	
Title:	
Company Name:	
Authorizing Signature:	
Form 2 to be submitted.	

Conflict of Interest Declaration

Please check appropriate respon	se:
	there is not nor was there any actual perceived conflict of interest or performing/providing the Goods/Services required by the
	uations, each of which may be a conflict of interest, or appears as est in our Company's Quotation submission or the contractual lent.
List Situations:	
knowledge of or the ability to a confidential information which ma	sion, our Company has / has no (strike out inapplicable portion) vail ourselves of confidential information of the City (other than y have been disclosed by the City in the normal course of the RFQ information was relevant to the Work/Services, their pricing or
Date:	
Bidder's Authorized Official:	
Title:	
Company Name:	
Authorizing Signature:	
Form 3 to be submitted.	

Appendix 01:

Dymond Sports Park

Dymond Ball Park - 134m



Appendix 02:



HAILEYBURY WATER TREATMENT PLANT

Location for fencing installation.



Appendix 03:

FARR PARK HAILEYBURY FIELD 1



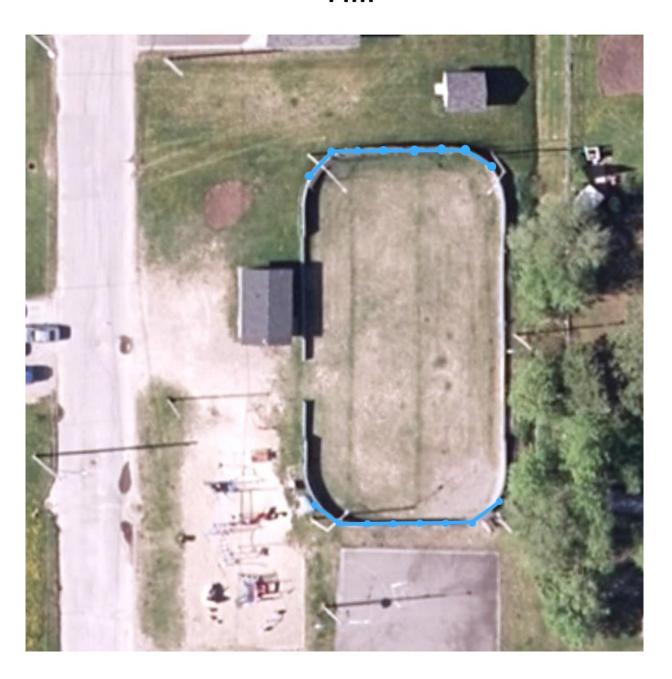
FARR PARK HAILEYBURY FIELD 1

Current backstop to be removed and replaced.



Appendix 04:

SHAVER PARK (NORTH COBALT) 44m



SHAVER PARK
Existing fencing to be removed





SHAVER PARK Existing fencing to be removed



