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City of Temiskaming Shores  
Request for Quotation  
RS-RFQ-008-2024  
New Liskeard Marina Lighting

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
POJ 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 replacement of lighting fixtures along the breakwall at the New Liskeard Marina with LED fixtures.

### 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 9,920, according to the 2016 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.

The New Liskeard Marina is located in the community of New Liskeard. It serves as a key hub for recreational boating and waterfront activities along Lake Temiskaming, with amenities such as boat slips, a public dock, and nearby green spaces. The marina's breakwall features six (6) light poles with two (2) fixtures and three (3) light poles with single fixtures, all poles are approximately 20ft tall, which are essential for ensuring the safety and visibility of the area during evening and nighttime hours. These lights need replacement with energy-efficient LED fixtures to improve illumination and reduce energy consumption.

### 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-008-2024 “New Liskeard Marina Lighting”

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](mailto: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 Thursday October 17, 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 **October 9, 2024 at 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. Scope of Work

The successful bidder shall provide all the necessary documentation, engineering, permits, materials, equipment, and labour to remove and replace fifteen (15) lighting fixtures along the breakwall at the New Liskeard Marina. The existing fifteen (15) fixtures are currently mounted on nine (9) poles. Photos of the existing poles and fixtures along with a map of the pole locations are included in the Appendices.

Work shall include the following:

Removal of six (6) double lights and three (3) single lights currently mounted on 20ft poles along the breakwall.

The bidder shall supply and install fifteen (15) 100w LED fixtures, with a lumen output of at least 14,000lms. Fixtures shall be suitable for installation on the existing poles, come with an integrated photocell, have a colour temperature of at least 5000k (daytime), have IP65 waterproofing (or better) and have an input voltage of 120-277v.

The bidder must specify the type and model of the proposed LED fixtures and submit a manufacturer's specification sheet of the proposed fixture.

Fixtures must be suitable for outdoor environments and capable of withstanding harsh weather conditions.

Placement of the lights will be along the breakwall at the New Liskeard Marina in the same locations as the existing fixtures, replacing the current setup.

The successful bidder shall be responsible for the disposal of the existing fixtures along with testing of the newly installed fixtures. Coordination with the City's tenant at the New Liskeard Marina may be required for removal, installation and testing.

Installation must be completed by December 31, 2024.

## **7. Site Meeting**

A site meeting for this RFQ is not scheduled. The proposed project area is open to the public.

## **8. Project Authority**

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 (7<sup>th</sup>) 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](http://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.

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.

**City of Temiskaming Shores  
RS-RFQ-008-2024  
New Liskeard Marina Lighting**

**Form of Quotation**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and email, as well 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.

Supply and installation of 15 LED flood lights at the New Liskeard Marina as per the Scope of Work (exclusive of HST)	\$ .00
Estimated Completion Date (Must be completed by 2024-12-31):	
I have included the manufacturer's specification sheet of the proposed fixtures to be installed in my bid submission:	Yes <input type="checkbox"/>

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our Quotation.

Company Name:

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

Postal Code:

\_\_\_\_\_

Telephone:

\_\_\_\_\_

Email:

\_\_\_\_\_

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Bidder's Authorized Official:

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Title:

---

Authorizing Signature:

---

Date:

---

Contact name (if different  
from authorizing official):

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Contact's email:

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**Form 1 to be submitted.**

**City of Temiskaming Shores  
RS-RFQ-008-2024  
New Liskeard Marina Lighting**

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or Quotation of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Date:

\_\_\_\_\_

Bidder's Authorized Official:

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Authorizing Signature:

\_\_\_\_\_

\_\_\_\_\_

**Form 2 to be submitted.**

**City of Temiskaming Shores  
RS-RFQ-008-2024  
New Liskeard Marina Lighting  
Conflict of Interest Declaration**

Please check appropriate response:

I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Quotation submission or performing/providing the Goods/Services required by the Agreement.

The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Quotation submission or the contractual obligations under the Agreement.

List Situations:


In making this Quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFQ process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Date:

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Bidder's Authorized Official:

Title:

---

Company Name:

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Authorizing Signature:

---

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**Form 3 to be submitted.**

# City of Temiskaming Shores RS-RFQ-008-2024 New Liskeard Marina Lighting

## Appendix 01:



Figure 1 - Map of Pole Locations



**City of Temiskaming Shores  
RS-RFQ-008-2024  
New Liskeard Marina Lighting**

**Appendix 02:**



*Figure 2 - Existing Double Fixture Pole*



*Figure 3 - Close up of existing fixture*



*Figure 4 - Example of a pole with two fixtures*