



Request for Formal Quotation **DOCUMENT NO. M-ENV-2024-02** For the Replacement Marmora Sewage Pumping Station Roof.

ADDENDUM NO. 1

This addendum is issued prior to receipt of the quotes and shall amend and / or clarify the work as follows:

1- 6.0 QUOTE DETAILS AND SPECIFICATIONS

6.1 Introduction

The Municipality of Marmora and Lake requires the Replacement Marmora Sewage Pumping Station Roof.

The flat roof size is approximately 80 sq. ft./7.43 m. The roof composition is a BUR gravel surface with asphalt top pour.

To: The Municipality of Marmora and Lake requires the Replacement Marmora Sewage Pumping Station Roof.

The flat roof size is approximately 270 sq. ft The roof composition is a BUR gravel surface with asphalt top pour

Attached PDF SOW – Marmora sewage pumping station

End of
Addendum

(A signed copy of this addendum is to be included in the Quote submission)

I/WE hereby acknowledge receipt of this addendum.

Signed (must be signing officer of Firm)

Position

Name of Firm



**REQUEST FOR
FORMAL QUOTATION**

DOCUMENT NO. M-ENV-2024-02

For the Replacement Marmora Sewage Pumping Station Roof.

SITE MEETING

Not required unless requested.

CLOSING DATE:

May 30th, 2024, 11:00 a.m.

SUBMITTED BY:

(Insert company name)

SUBMITTED TO:

Municipality of Marmora and Lake
Town Hall, 12 Bursthall Street
Marmora, Ontario, K0K 2M0
Attn: Victor Reid

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POLICIES AND PROCEDURES

The following pages outline the general intention of this document and the procedures that will be followed throughout the Quote process- introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document.

1.0 INTRODUCTION

The Municipality of Marmora and Lake (the “Municipality”) appreciates your interest in this Request for Quote (“RFQ”).

This RFQ covers the cost for the Replacement Marmora Sewage Pumping Station Roof. See **Section 6.0** for further details.

In this RFQ, the successful Proponent shall be referred to as the “Contractor”.

1.1 Attachments (included)

The following Attachments are provided for informational purposes:

Attachment 1 – Sample Contract

1.2 Appendices (included)

To be completed and submitted with Quote:

Appendix B – Pricing

Appendix C – Subcontractors

Appendix D – References

2.0 CLOSING TIME

Quote Bids are to be submitted to the Municipality of Marmora and Lake, Town Hall, 12 Bursthall Street, Marmora, Ontario, **before 11:00am May 30th, 2024.**

The time registered on the Municipality of Marmora and Lake digital phone system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

3.0 MUNICIPAL CONTACT PERSONS

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Victor Reid **in writing only**, by email to

vreid@marmoraandlake.ca

Questions related to the Quote process itself, should be emailed to Tonia Bennett, Acting CAO, Municipality of Marmora and Lake, **in writing only**, by email to tbennett@marmoraandlake.ca

Any questions, requests for information, or comments on this RFQ should be addressed **not later than 2:00 pm May 23rd, 2024** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

In accordance with of the Municipality's Purchasing Policy By-law, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFQ, are prohibited from discussing any aspect of a Quote process with a prospective Proponent from the time the RFQ is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

4.0 INSTRUCTIONS TO PROPONENTS

4.1 Addenda

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFQ.
- b. Extension of the closing date.
- c. Retraction or cancellation of the RFQ.

Potential Proponents must **provide the Municipality with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify the appropriate Department Head and issuer of the RFQ of any change to their fax number, email or mailing address.

Although the Municipality will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Quote.

4.2 Quote Submission

4.2.1 Original

The Quote shall include:

- a. All addenda that have been issued.
- b. All requirements of this RFQ, as set out in **Section 7.0 "To Include in Quote"**.

The Quote shall be typed or written in ink. It shall contain original signatures where required.

4.2.2 The Quote shall be made upon the forms provided. The prices quoted shall be valid for a period of one hundred twenty (120) days from the Closing.

4.2.3 A Quote shall be accepted only when submitted in an envelope sealed and clearly addressed to "Municipality of Marmora and Lake, 12 Bursthall Street, Marmora, Ontario, K0K 2M0" for the replacement Marmora sewage pumping station roof and include the name and address of the Proponent.

4.2.4 Proponents are cautioned not to send Quotes **collect** by courier, or with insufficient postage. **Costs for Quotes determined to be received "COLLECT" by courier, or with insufficient postage, will not be accepted.**

4.2.5 Faxed or emailed Quotes will not be accepted.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Freedom of Information Act

The Proponent hereby consents to the disclosure of the information contained in this Quote, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, C.M. 56 ("MFIPPA").

This RFQ is a public document. By responding to this RFQ, respondents waive any challenge to the Municipality's decisions in this regard. If any submittal contains confidential technical, financial or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the respondent is relying upon. Marking all or substantially all of a response as confidential may result in the response being considered non-

responsive.

Notwithstanding the foregoing, respondents recognize and agree that the Municipality will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of the Proponents, as well as the successful Quote amount, may be available to the public on the Municipal website as part of the award process.

The MFIPPA Coordinator for the Municipality is the Municipal Clerk. Any questions regarding the MFIPPA may be directed to the Municipal Clerk at 613-472-2629 extension 2221.

5.2 Employees

In the performance of this Contract, the Contractor shall be an independent contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the Municipality.

5.3 Costs Incurred

The Municipality shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the Quote.

5.4 Accept/Reject

The Municipality may accept a Quote in whole or in part, whether the submitted price is the lowest or not, and may reject any or all Quotes.

5.5 Causes for Rejection

5.5.1 The following represent circumstances that would result in a Quote being rejected:

- a. Quote received late (will not be opened).
- b. Quote received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened).
- c. Correct version of Quote form not used.
- d. Quote not complete.
- e. Quote not legible in whole or in part.
- f. Quote not completed in ink or type.
- g. Quote not signed.
- h. "Agreement to Terms and Conditions", when required, is not executed or included with the Quote.
- i. Other mandatory forms or details required and clearly shown in the RFQ as

being required upon submission of a Quote are omitted.

5.5.2 The following represent circumstances where a Quote is questioned but may be accepted after examination or correction:

- a. Quote containing simple arithmetic errors as determined during evaluation process.
- b. Quote not acknowledging correct number of addenda issued.

5.6 Subcontractors

No subcontracting of any part of the contract shall be permitted without the authorization of the Municipality.

Where the Municipality approves subcontracting, the Contractor shall be held fully responsible to the Municipality for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

All subcontractors utilized in the performance of this Contact must be listed and a description of the work each subcontractor will perform included with the Quote (**see Section 8.4 and Appendix C**).

6.0 QUOTE DETAILS AND SPECIFICATIONS

6.1 Introduction

The Municipality of Marmora and Lake requires the Replacement Marmora Sewage Pumping Station Roof.

The flat roof size is approximately 80 sq. ft./7.43 m. The roof composition is a BUR gravel surface with asphalt top pour.

7.0 TO INCLUDE IN QUOTE

For the total cost of the replacement Marmora sewage pumping station roof.

The Proponent shall clearly identify full name, addresses, phone numbers, and fax numbers, of the Company. The Quote should also identify the individual authorized as a signing authority to negotiate the Quote in the event the Proponent is selected.

PROPOSAL PACKET MUST INCLUDE THE FOLLOWING:

1. Completed and signed Quote Form (included in this packet).
2. Mailing address and phone number.
3. Copy of Contractor/General Liability insurance of \$5,000,000.00 and listing the Municipality as an Additional Insured.

4. Three references.
5. Summary of experience.

8.0 ERRORS AND OMISSIONS

It is understood and agreed that this RFQ includes specific requirements and specifications. The Municipality shall not be held liable for any errors or omissions in any part in this RFQ.

Nothing in the RFQ is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFQ.

There will be no consideration of any claim after submission of Quotes, that there is a misunderstanding with respect to the conditions imposed by the contract.

9.0 QUOTE CHECKLIST

The Proponent is responsible for ensuring that the submission is complete, by providing the following in a sealed envelope:

9.1 One (1) original to include:

- a. All addenda issued, with original signatures; and
- b. All documentation to address **Section 7.0 “To Include in Quote”**.

such services as changed, altered or added to under Section 1.7 are hereinafter called the "services".

1.3 Compensation

The Municipality shall pay the Contractor upon completion of the project.

Payment for services shall be made directly to the Contractor.

1.5 Drawings and Documents

N/A

1.6 Intellectual Property

N/A

1.7 Changes and Alterations and Additional Services

- a) The Municipality, in consultation with the Contractor, may in writing, at any time after the execution of this Contract, delete, extend, increase, vary or otherwise alter the Services required under this Contract.
- b) In the event that the Municipality increases the overall Services required, the Municipality shall where appropriate, pay the Contractor for the additional service based on an approved Change Order in accordance with Article 3 of the Contract.
- c) In the event that the Municipality decreases the overall Services required under this Contract, the Municipality may reduce the amounts prescribed, at its sole discretion, in accordance with Article 3 of this Contract.

1.8 Suspension or Termination

The Municipality may at any time for non performance or not complying with the agreed work schedules by notice in writing to the Contractor suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out their Services. In such an event, the Contractor shall be entitled to payment for work related to the close out of services in accordance with Subsection 3.1.

If the Contractor is practising as an individual and dies before their services have been completed, this Contract shall terminate as of the date of their death, and the Municipality shall pay for the services rendered and disbursements incurred by the Contractor to the date of such termination.

1.9 Indemnification

The Contractor shall indemnify and save harmless the Municipality, their employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Municipality, their employees, officers or agents may suffer as a result of the negligence of the Contractor or failure to adequately perform its obligations pursuant to this contract.

In the event the Contractor employs other persons to perform the duties provided herein, the Contractor shall provide its own Workers' Compensation Insurance.

1.10 Insurance

a) Contractor/ General Liability Insurance

The Contractor shall maintain insurance for the duration of the contract. Coverage shall consist of a comprehensive Contractor /General Liability policy covering public liability and property damage insurance acceptable to the Municipality in an amount not less than \$5,000,000.00. The Contractor/ General Liability policy shall name the Municipality as an additional insured and Contain a cross-liability clause there under and the Contractor shall forward proof of insurance as the Municipality may direct.

b) Professional Liability Insurance

N/A

c) Change in Coverage

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Contractor until (30) days after written notice of such change or cancellations has been personally delivered to the Municipality.

1.11 Contracting for Construction

N/A

N/A

1.12 Assignment

Neither party may assign this Contract without the prior consent in writing of the other.

1.13 Previous Contracts

This Contract supersedes all previous contracts, agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.14 Approval by Other Authorities

N/A

1.15 Inspection

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.16 Publication

N/A

1.17 Confidential Data

All data collected, created, received, maintained or disseminated for any purposes by the activities of the Contractor because of this contract is governed by the Municipal Freedom of Information and Protection of Privacy Act implementing such act now in force or as adopted, as well as provincial and federal regulations on data privacy.

Records-Availability and Retention

The Contractor agrees that the Municipality, the Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. In the performance of its duties, the Contractor may be exposed to or have contact with private, confidential or other non-public information. The Contractor agrees that he will not transmit, communicate, or disseminate in any manner such information.

1.18 Time

The Contractor shall perform the Services expeditiously to meet the requirements of the Municipality.

1.19 Schedules

1.19.1 Preparation of Schedule of Request for Payment, Schedule of Progress

The Contractor shall, prior to the execution of this Contract provide, for approval by the Municipality:

8.1 A Schedule showing an estimate of the services to be completed.

1.19.2 Subsequent Changes in the Schedule of Fees and/or Schedule of Progress

The Contractor will require prior written approval, from the Municipality for any of the following:

- a) Any increase in the fees beyond those approved under Section 3.1.
- b) Any change in the schedule of progress which results in a longer period than provided in the schedule referred to in Subsection 1.19.1(b).

1.19.3 Monthly Reporting of Progress

As outlined in Duties of Contract 7.0

1.20 Federal and Provincial Requirements

The Contractor shall abide by all applicable Federal and Provincial Legislation and Regulations thereto as these may relate to, but not limited to, the employment of staff, compensation, Workplace Safety & Insurance Board (WSIB), OHSA etc.

1.21 Term of Project

The Term of the Project will be defined in the Schedule of Progress described in 1.19.1(b), and from that, the term of this Contract expires on November 1st, 2024, or as otherwise approved by the Municipality and subject to 1.20(b).

1.22 Appendix

Appendix A – Completed Quote Submission for Quote Document No. M-ENV-2024-02.

The Appendix supplements Articles 2(a) ("Services to be Provided by the Contractor") and 2(b) ("Services to be Provided by the Municipality "). If any conflicts exist between the Appendix and Articles 2(a) and 2(b), the Municipality shall, acting reasonably, resolve such conflict.

1.23 Conflict of Interest

N/A

ARTICLE 2 - SERVICES

Services to be provided as part of this Contract include the following:

ARTICLE 2 a) - SERVICES TO BE PROVIDED BY THE CONTRACTOR

The Municipality of Marmora and Lake requires replacement of the Marmora sewage pumping station roof.

- All as described in Section 6.0 of RFQ **M-ENV-2024-02**

ARTICLE 2 b) - SERVICES TO BE PROVIDED BY THE MUNICIPALITY

- Attendance at Project Team meetings, as requested;
- Review, approval and payment of monthly Municipal invoices in accordance with this Contract;
- Review and approval of on-going Contractor work in a timely manner;
- Provide available background information to the Contractor, as requested;

ARTICLE 3 - FEES AND DISBURSEMENTS

3.1 Fees for Completion of the Project

The total fees and disbursements paid by the Municipality to the Contractor shall not exceed the total amount of \$ (budgeted amount) for the provision of:

The Municipality of Marmora and Lake requires the replacement of the Marmora sewage pumping station roof.

All fees quoted in Article 3.1 are exclusive of applicable taxes. Under no circumstances whatsoever shall the Contractor's total fees and disbursements exceed the fees quoted in Article 3.1 without the prior written approval of the Municipality.

3.2 Payment

3.2.1 Lump Sum Fee Basis

- a) The annual amount, as set out in section 1 above, shall be paid by the Municipality to the Contractor in equal monthly installments, on the last day of each and every month for and during the term of the agreement.

Appendix A

ACKNOWLEDGEMENTS

I/WE ACKNOWLEDGE that this Quote is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Quote for the same work and is in all respects fair and without collusion or fraud.

I/WE ACKNOWLEDGE that all matters stated in the submitted Quote are in all respects true.

I/WE ACKNOWLEDGE that _____ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that I/WE have carefully read Request for Quotes M-ENV-2024-02, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Municipality of Marmora to provide the necessary services for the completion of the Municipality requires the replacement Marmora sewage pumping station roof

pricing indicated in **Appendix B – Pricing and Completion Schedule.**

I/WE ACKNOWLEDGE and warrant that the price submitted shall be firm for a period of one hundred-twenty (120) days from the date of the Quote Closing.

Dated at _____ this _____ day of _____ 2024.

Firm or Organization Name

Signing Authority

Street Address

Signature

City Postal Code

Telephone and Fax Number

Appendix B

PRICING AND COMPLETION SCHEDULE

1. Pricing

| | |
|---|----|
| The Municipality of Marmora and Lake requires the replacement Marmora sewage pumping station roof | \$ |
| SUBTOTAL | \$ |
| HST | \$ |
| TOTAL | \$ |

2. HST

HST Registration Number is: _____

OR

Operates as a Small Trader with the Federal Government: _____

Dated at _____ this _____ day of _____ 2024.

Firm or Organization Name

Signing Authority

Street Address

Signature

City Postal Code

Telephone and Fax Number

Appendix B- Cont.

Copy of Insurance Included: _____ Yes _____ No

Summary of Experience Included: _____ Yes _____ No

Appendix C

SUBCONTRACTORS

If insufficient space is provided in this table, please provide required information in the same format and attach to this Appendix.

| | Company Name/Address | Work to be performed | Contact Name/Phone | Position |
|----------|-----------------------------|-----------------------------|---------------------------|-----------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| | | | | |

Appendix D

REFERENCES

If insufficient space is provided in this table please provide required information in the same format and attach to this Appendix.

| | Municipality/ Organization | Date of Work | Project | Contact Name/Phone | Position |
|----------|---------------------------------------|-----------------------------|----------------|-------------------------------|-----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |

Glossary and Definitions

Contractor

A Contractor is a supplier to government who is providing goods or services subject to the terms and conditions of a contract with the Municipality. Most often, the term contractor is used to refer to a supplier of services.

Evaluation Committee

An evaluation committee is a group of individuals responsible for evaluating Quotes received in a competitive procurement process, such as a response to a Request for Quotes (RFQ).

Proponent

The term proponent refers to a vendor who responds to a Request for Quotes (RFQ) by submitting a Quote. The successful proponent is the vendor who is selected from the competitive process to supply government with the goods or services required.

Request for Quotes (RFQ)

Request for Quotes (RFQ) refers to the process and documents used in government to solicit Quotes from vendors which will be evaluated on price as well as other criteria, including vendor qualifications and the proposed solution.

Solicitation

Solicitation involves the act of obtaining bids, quotes, offers or Quotes.

Supplier

The term supplier is often used interchangeably with the term vendor. However, in the context of government procurement, a supplier is a vendor who has been selected through a procurement process to supply government with goods or services.

Vendor

In the context of government procurement, any party that is in the position of being able to sell goods or services to government (i.e., a potential supplier) is a vendor. Solicitation processes are designed to solicit bids and Quotes from many vendors.