



THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY

REQUEST FOR QUOTATION: 26-2021
FOR THE SUPPLY OF STONE DUST

**Submissions will be received until 11:00 AM local time on:
OCTOBER 27th, 2021**

Quotations will be received at the Township of South Glengarry office:
ATTN: Kelli Campeau – Clerk
kcampeau@southglengarry.com
Township of South Glengarry
Box 220, 6 Oak Street,
Lancaster Ontario,
K0C 1N0

Persons interested in procuring may obtain the necessary documents and specifications from our website at www.southglengarry.com. Late submissions will not be accepted.

LOWEST OR ANY PROCUREMENT NOT NECESSARILY ACCEPTED

SECTION 1 - INVITATION INSTRUCTION AND SUBMISSION

1.1 DEFINITION

“**Bidder**” means the qualifies professional contractor that is submitting the Quotation in response to this Request for Quotation.

“**Successful Bidder**” mean the Bidder that has provided the Town with the “Best Value” (achieved highest ranked Quotation”) and upon Council approval will be awarded the contract.

“**Quotation**” or “**Bid**” means the offer of services by the Bidder to the Township in response to this RFQ

“**RFQ**” mean Request for Quotation.

“**Submission Deadline**” means the deadline (date and tome) to submit Quotations.

“**Township**” means the Municipality of South Glengarry.

1.2 INVITATION TO BIDDERS

This request for Quotation (the “RFQ”) by the Township of South Glengarry (the Township of South Glengarry”) invites Quotations from qualifies Bidders for supply and delivery of approximately 5,000 tons of Stone Dust.

The scope of work for this RFQ is further described below:

- a. Stone Dust is to be delivered to 19480 Airport RD, Summerstown ON
- b. The quantities provided in the RFQ are estimated and are subject to accommodate changes in road maintenance programs and other uncontrollable circumstances. The Bidder agrees to honour the prices provided in the submitted Quotation provided there is no substantial change in quantities. A 25% change in quality after contract execution will constitute a substantial change from the Quotation quantities.
- c. The work will commence only after written approval from the Township of South Glengarry. The Bidder will specify the earliest start date possible on the Quotation submitted.

- d. The Successful Bidder will deliver the quantities by the truckload and will be provided a minimum 2 day written notice from the Township for the delivery of the product.

1.3 RFQ CONTACT

For the purposes of this procurement process, the RFQ Contact will be: Kelli Campeau, Clerk- kcampeau@southglengarry.com

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Township, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's quotation.

1.4 TYPE OF CONTRACT

The selected Bidder will be required to enter into a contract with the Township of South Glengarry for the provision of the scope of work in this RFQ based on the Contract Terms and Conditions set out in the RFQ (the "Contract"). It is the Township's intention to issue a purchase order Agreement with only one (1) legal entity.

1.5 INVOICING

Invoicing of fees upon delivery of Stone dust.

1.6 TERMS OF AGREEMENT

The Contract will commence immediately after award, however, not before the execution of the contract and will continue until the scope of work is complete as approved by the Township. The term of Contract is to be more particularly described in the agreement.

1.6 RFQ SCHEDULE

Issue Date of RFQ	October 6th, 2021
Deadline for Questions	October 20th, 2021
Deadline for Issuing Addenda	October 26nd, 2021
Submission Deadline	October 27th, 2021 at 11:00 a.m.

The RFQ schedule is tentative only and is subject to change by the Township at any time. In the event a change is made to the schedule, the Township will issue an addendum.

1.7 SUBMISSIONS

Quotations will be received at the Township of South Glengarry office, 6 Oak Street, Lancaster, Ontario:

Attention: Kelli Campeau – Clerk
Township of South Glengarry
Box 220, 6 Oak Street,
Lancaster

Respondents should submit one (1) hard copies of their quotation and one (1) electronic copy on a USB drive in a sealed package. If there is a conflict or inconsistency between the hard copy and the electronic copy of the quotation, the hard copy of the quotation will prevail. Quotations should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the respondent.

1.8 INQUIRIES, AMENDMENTS, AND ACKNOWLEDGEMENT OF ADDENDA

The Township may issue addenda up to October 26th, 2021 correcting errors, discrepancies, or omissions in the RFQ, to clarify the meaning or intent of any provision within.

Addenda will be issued on our Township of South Glengarry web page. The Bidder is required to acknowledge each addendum. Bidders must check the web page for any new addenda prior to the Submission Deadline.

The Township will not be responsible for a withdrawn bid due to the Bidders failure to acknowledge any addenda issued prior to the Submission Deadline. It is the Bidders sole responsibility:

- a. Make any adjustment to their Bid;
- b. Acknowledge the addendum by printing off a copy and initialing the document.
- c. Ensure the Bis is submitted and received by the Township by the Submission Deadline.

1.9 QUOTATIONS RECEIVED ON TIME

Quotations must be submitted by the Submission Deadline. The time of receipt will be determined by a date and time stamp. Late submissions will not be accepted.

1.10 QUOTATION IREVOCABLE AFTER SUBMISSION DEADLINE

Quotations will be irrevocable for a period of Ninety (90) days that will commence at the time of Submission Deadline.

SECTION 2- EVALUATION AND AWARD

2.1 EVALUATION

An evaluation team comprised of Township Staff will evaluate all Quotations received using a consensus approach. The following evaluation criteria outlines the areas of importance that will be considered in project award. Quotation submissions should satisfy all criteria points wherever possible.

- a. Compliance: Submission will be reviewed to confirm compliance with all the mandatory requirements of this RFQ. Submissions meeting all the Submission Requirements will proceed to price evaluation.
- b. Price: The quotations with the best price will proceed to the award contract phase.

2.2 CONTRACT AWARD

Subject to the provision of this RFQ; the lowest Bidder and the Township shall enter negotiation to finalize the terms of Contract after Council awards the RFQ.

- Terminating the RFQ due to budget constraints and any unforeseen circumstances and proceeding with some or all the Services in some other manner including without limitation by engaging other Service Providers.
- Inviting one of the Bidders to enter into discussions to reach an agreement for the Services, commencing with the Bidder having the second-best score and so forth.

Where an agreement has been reached on the terms of the Contract, the Township shall prepare a contract for execution, which, subject to any negotiated changes as permitted by the RFQ, shall be in substantially the same form as the Contract and shall all terms, conditions, requirements, and obligations imposed by the RFQ.

2.3 FAILURE TO ENTER INTO AGREEMENT

Once approved, the Successful Bidder will be contacted by the Township to initiate negotiations regarding the Agreement. Should the Township and Successful Bidder fail to reach an agreement within reasonable time, Township Staff recommend to Council that the contract be awarded to the next highest ranked Bidder.

SECTION 3 – RFQ GENERAL TERMS AND CONDITONS

3.1 RFQ NOT BINDING

This RFQ is intended to obtain Quotation from prospective Bidders. This RFQ does not create a formal legally binding bidding process. This RFQ does not commit the Township in anyway to select Bidder, or to proceed to negotiations for a Contract, or to award any Contract, and the Township reserves the right to, at any time, reject all Quotations, and to cancel this RFQ process.

This RFQ is not intended to create, and should not be construed as creating, contractual relations between the Township and Bidder, including any "Contract A".

3.2 QUOTATION COSTS

The Bidder has the sole responsibility for any costs associated with preparing its Quotation in response to this Request for Quotation. In no event will the Township be responsible for the costs of preparation or submission of any Quotation.

3.3 COMPLETENESS

Bidders must complete all parts of the Quotation in accordance with the Quotation documents are specified herein. Quotations which are submitted that are incomplete or not properly executed shall not be accepted.

3.4 VERBAL INFORMATION

No verbal instructions or verbal information to Bidders will be binding on the Township. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the RFQ be deemed necessary by the Township, these alterations will be made in the form of written addenda and shall be posted on the Township web page. The addenda shall be considered as part of the request.

3.5 IRREVOCABLE OFFER

Quotations submitted to the Township shall constitute a valid and irrevocable offer which is open for acceptance by the Township from and after submission until the expiration of the 90th day following the Submission Deadline specified in "Item 2. Submission Deadline".

Without limiting the generality of the foregoing, the Township reserved the right to:

- a. Reject any Quotation whether or not complete and whether or not it contains all the required information;
- b. Require clarification of the Quotation;

- c. Request additional information on any Quotation
- d. Reject any and all Quotations without any obligation of compensation or reimbursement to the Bidders;
- e. Re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature;
- f. Negotiate with any one or more of the Bidders with respect to any aspect of the RFQ, this process, mandatory requirements or otherwise with respect to the Quotation; and
- g. The Township, in its sole and absolute discretion, independently verify any information in any submission.

The Township reserves the right to debrief both the successful and unsuccessful Bidders after the announcement of the selected Bidder.

Wherever the word "will", "shall" or "must" are used in this RFQ, the Township will have the option of waiving this as a mandatory requirement as it is intended the Quotation be subject to review and all options may be known to the Township at this time. Therefore, the Township must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Township.

The lowest priced or any Quotation will not necessarily be accepted.

3.6 PRICE REQUIREMENT

Prices shall be in Canadian Funds, for the Work, delivered and installed.

Total price in the Bidder's Quotation sheet must include listed items in the specifications.

All prices shall include applicable taxes, custom duty, excise tax, freight, insurance and all other charges of every kind attributable to the work except for Provincial Sales Tax, as applicable, which shall be shown as extra, unless otherwise specified.

This is intended to be a fixed price contract unless otherwise specified in Schedule C. All work required or desired under the terms of this RFQ is to be included in the price and the price is not to be subject to adjustment, including due to unknown or undisclosed conditions, increases in costs of materials other than the changes to Provincial Sales Tax or Goods and Services Tax rates.

No extra charges will be permitted unless prior written authorization from the Township.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

3.7 INSURANCE COVERAGE REQUIREMENTS

The Township reserves the right to request higher limits of insurance or other types of policies appropriate to the work, as the Township may reasonably require.

The successful applicant shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide the Corporation of the Township of South Glengarry with evidence of:

Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000. per occurrence / \$5,000,000. annual aggregate for any negligent acts or omissions relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; liquor liability (if applicable) cross liability and severability of interest clause.

The Bidder shall obtain and maintain at its own expense, including the cost of any applicable deductible, the insurance coverage required by the Township. The policies required shall not be cancelled or permitted to lapse unless the insurer notifies the Township in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

3.8 TERMS OF PAYMENT

Unless progress payments or alternative payment terms are agreed to under the terms of the RFQ and any Quotation, as accepted by the Township, the contract price shall be invoiced after delivery of material or services rendered and payable thirty (30) days from the later of such date and the date of receipt of invoice.

3.9 TAXES

Goods and Services tax and provincial Sales Tax are applicable. HST of 13% will apply to all payments for services rendered.

3.10 LIMITATION OF LIABILITY

In no event shall either party be liable to the other for indirect or consequential damages, damages for loss of profit, revenue or reputation or other indirect damages arising out of the breach of fault or negligence of either party under the terms of this RFQ or any agreement arising therefrom.

Each Bidder, by submitting a Quotation, agrees that:

- a. In the event that any or all of the Quotations are rejected or disqualified for any reason, proper or improper, or the Project or selection is modified, suspended or cancelled for any reason, neither the Township or its member municipalities, employees, officers, directors or representatives will be liable under any circumstance for any claim, damage, losses, cost, reimbursement or compensation to any person or entity whatsoever arising out of this Quotation, including, but not limited to the cost of preparation of the Quotation, loss of anticipated profits, loss of opportunity and any other matter;
- b. The Bidder hereby waives any claim for loss of profits or loss of opportunity if the Quotation is rejected or disqualified or the Bidder is not successful on the selection process for any reason whatsoever;
- c. The Bidder acknowledges that in evaluating the Quotations, the Township and its advisors are seeking a Quotation satisfactory to the Township and under no obligation to the Bidder to do anything other than bona fide consider all Quotations.

3.11 CONTRACT CANCELLATION

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or balance of contract without cause or fault. In the event of such cancellation, the Township shall pay to the Company the cost and expenses by the Company in performing that portion of the work completed up until the date of cancellation.

3.12 CONFLICT OF INTEREST

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a. in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the Township in the preparation of its quotation that is not available

to other respondents;

- (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
- (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non- competitive or unfair;

b. in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:

- (vi) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
- (vii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.13 DISQUALIFICATION OF PROHIBED CONDUCT

The Township may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered if the Township determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.14 RESPONDENT NOT TO COMMUNICATE WITH MEDIA

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.15 ILLEGAL OR UNETHICAL CONDUCT

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Township; deceitfulness; submitting Quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.16 CONFIDENTIAL INFORMATION OF THE TOWNSHIP

All information provided by or obtained from the Township in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of the Township and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Township;
- (d) must be returned by the respondent to the Township immediately upon the request of the Township.

3.17 CONFIDENTIAL INFORMATION OF BIDDER

A respondent should identify any information in its Quotation, or any accompanying documentations supplied in confidence for which confidentiality is to be maintained by the Township. The confidentiality of such information will be maintained by the Township, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Township to advise or assist with the RFQ process, including the evaluation of Quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

APPENDIX A- Bidder Information Form

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.

Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

APPENDIX B

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any of the work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "Mandatory" field

Pricing Form

This is a unit Price Contract. Pricing is in Canadian Dollars. HST is shown as a separate line item.

All pricing should be inclusive of all equipment, material, labour, permits, fees, licenses and all other related costs necessary to complete all work successfully as stated within this RFQ. Quantities stated within this RFQ are estimates only.

Location	Quantity (Metric Tonne)	Unit Price (per tonne)	Total
19480 Airport RD, Summerstown ON	5000		
		Subtotal:	

Bid Form	Amount
Pricing From	
HST (13%)	\$
Total Contract Amount:	\$

Reference List

Provide three (3) references of other organizations for which you are currently or have supplied Stone Dust or similar requirement of this RFQ.

Organization Name	Contact Name	Contact Title	Contact Number	Phone	Description of Work

Documents

It is your responsibility to make sure the Township of South Glengarry can open and view your bids.

Please submit the following documents:

- **Proof of Insurance (certificate of insurance)**
Such insurance shall add Corporation of the Township of South Glengarry as Additional Insured and include a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.
- **WSIB Certificate**