

Infrastructure Department

REQUEST FOR QUOTATION

Contract # ID-10-2024

Sealed Quotations for: Street Light Repair, Cleaning and Maintenance

As Described Herein and Addressed:

Attention Josh Kavanagh Deputy Manager Infrastructure By Courier or Drop off Township of Ramara Administration Building Box 130, 2297 Highway 12, Brechin, ON L0K 1B0

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date.

Electronic Submissions will also be accepted and may be forwarded to <u>ikavanagh@ramara.ca</u>, and shall include all pages of the tender, and all supporting documentation.

CLOSING		
DATE:	March 20 th 2024	
TIME:	12:00 PM	
PUBLIC OPENING:	NO	
LOCATION:	Township of Ramara Administration Building Box 130, 2297 Highway 12, Brechin, ON L0K 1B0	
LATE SUBMISSIONS WILL NOT BE ACCEPTED		
The Township reserves the right to accept or reject all or any submissions.		

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INSTRUCTIONS TO BIDDERS

i. **DEFINITIONS**

The following definitions apply to the interpretation of the Request for Quotation;

- **1.** "**Bidder**" means a person or entity that is submitting a tender in response to the Tender Process.
- 2. "Constructor" means the successful person or company engaged in the construction business.
- **3. "Contract"** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
- 4. "Contractor" means the successful bidder pursuant to the tender process that has extended a contract.
- 5. "Contract Administrator" means a person authorized or appointed by the Township to act on behalf of the Owner in any particular capacity.
- 6. "Closing Time" Time and Date of Tenders has the meaning ascribed thereto in section ii of these instructions to bidders.
- **7. "OPS**" means the current Ontario Provincial Standards published by the Ontario Standards organization.
- 8. "Start Work Order" means the document in writing, referred to in the tender, form that is issued by the Contract Administrator or the Engineer that authorizes the Contractor to begin the work.
- **9.** "**Tender**" means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
- **10. "Tender Documents"** means the documents listed in section iii of these Instructions to Bidders.
- **11. "Work"** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section ii of these Instructions to Bidders.
- **12. "Director of Infrastructure"** means `the Director of Infrastructure for f the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.

ii. GENERAL OVERVIEW

1. SCOPE

The Township of Ramara invites all certified electrical contractors to supply a bid to maintain, install, and clean the Townships Street lighting infrastructure.

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with "2024-2027 STREET LIGHT REPAIR, CLEANING AND MAINTENANCE"

3. QUOTATION DEPOSIT

The Tenderer agrees to submit a Certified Cheque or Bid Bond in the amount of Two Thousand Dollars (\$2000.00) with this Tender to the Township. This Certified Cheque or Bid Bond shall be returned no later thank 60 days after date of closing unless this Tender is accepted, in which case, this Certified Cheque or Bid Bond shall be held in safekeeping by the Township until such time as the Township accepts the work and any warranty periods have expired

The Successful Tenderer also agrees to submit to the Township a Performance Bond of said contract in the amount of 100% of the Tender Price upon Township acceptance of the tender.

4. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the *"Municipal Freedom of Information and Protection of Privacy Act."*

5. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of The Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder's submission or contract.

6. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township

7. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars** (\$5,000,000.00) inclusive **per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **The Corporation of the Township of Ramara** as an additional insured in respect of all operations performed by or on behalf of the Bidder. The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township. The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Two Million Dollars (\$2,000,000.00)** per occurrence.

8. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the Workplace Safety and Insurance Board prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Worker's Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township of Ramara. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,

- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

9. TRAFFIC CONTROL

The Contractor will be responsible for all traffic control and will supply all traffic control devices as outlined in OTM Book 7 and the Correct Methods for Traffic Control pamphlet issued by the Construction Safety Association of Ontario, and will comply with, Ministry of Transportation and Township Bylaws,

10.UNDERGROUND LOCATES

The Contractor will be liable to obtain all locates that may be required for work purposes.

11.ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act* 2005, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

12.HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA or the

Act), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the Act, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act, applicable Regulations, Standards, Environmental Protection Act, other legal requirements ,and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract,
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site,
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township Of Ramara

The Constructor's health and safety responsibilities will include the following:

- where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the Occupational Health and Safety Act, applicable Regulations and environmental requirements are complied with,
- ensure workers are aware of the hazardous substances that may be in used at the workplace,
- ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable,
- demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation,
- The Constructor acknowledges that they are familiar with the Occupational Health and Safety Act, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted,
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the Occupational Health and Safety Act, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.

- The Constructor agrees to indemnify and save the Township of Ramara harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township of Ramara to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township of Ramara by reason of a breach or breaches of the Occupational Health and Safety Act and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time owe the Constructor under this contract or under any other contract whatsoever.
- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section will apply to the subcontractor and the Constructor will enforce said provisions.
- The Township of Ramara may consider previous OHSA violations as grounds for rejection and the Township of Ramara may terminate any contract arising from this document if the Bidder is continuously in violation of OHSA requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

13.ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convoy, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

14. SPECIFICATIONS

The Contractor shall be a member in good standing of the Electrical Utilities Safety Association (E.U.S.A.).

The Contractor agrees that all personnel operating directly under this contract will be required to attend or show proof that they have attended a safety awareness course sponsored by the Electrical Utilities Safety Association (E.U.S.A) and show proof of certification.

The Contractor agrees that the equipment "bucket truck" on site will have an electrically certified work platform and have a sticker decal plainly visible showing current proof of certification.

The Contractor agrees to make annual application to the Electrical Safety Authority, on the Township's behalf, for inspection to ensure all electrical work performed by the Contractor on traffic signals and roadway lighting systems meets the requirements of the Ontario Electrical Safety Code.

The Contractor will supply all equipment and/or tools required to carry out all installations, repairs and maintenance.

The Contractors shall exercise the necessary care and control in construction operation and take such precautions as are necessary to safeguard all utilities from damage.

The Contractor will test all unit installations, repairs and power supply to ensure the units are functioning properly. All circuits should be tested for insulation resistance.

15. STREET LIGHT LUMINAIRES & ACCESSORIES

All street light luminaires and accessories will be supplied by the contractor.

Bulbs will be marked at time of installation with month and year for future identification. Bulbs that were installed by the contractor and found defective within six (6) months shall be replaced at the contractor's expense.

All street light luminaires and accessories damaged, replaced or removed from service shall be the responsibility of the contractor to dispose of.

16. RESPONSIBILITIES OF THE CONTRACTOR

Whereas Hydro One has complete authority and jurisdiction considering the supply and control of the electrical power supply under the Powers Corporations Act, all such construction and maintenance work will be conducted in accordance with Hydro One rules and regulations.

It is, therefore, the contractor's responsibility for himself, or any of the contractors, to be fully qualified and registered, licensed and/or certified to carry out any of the work required under this contract to work in close proximity to live lines with voltage equal to and greater than 750 volts. The successful contractor must adhere to the regulations of the Occupational Health & Safety Act.

Once notified, the work is to be done within seven (7) calendar days.

17. PROCEDURES

Repair, Cleaning and Maintenance of Existing Lighting

Contractors to notify the Director of Infrastructure of repairs, cleaning and maintenance required and provide a cost list of equipment/supplies to complete the work. The Director of Infrastructure will provide a purchase order number to contractor when he/she approves the work to be done.

Contractor to notify the Director of Infrastructure upon completion of repair / cleaning / maintenance.

Director of Infrastructure will verify the repair/cleaning/maintenance for invoice approval.

Upgrade / Addition to the Existing Lighting Areas

Director of Infrastructure will notify the contractor of any upgrades / additional requirement and provide a purchase order number.

The Township will arrange for necessary permits and inspections from Hydro One.

Contractor to notify the Director of Infrastructure when the upgrade / addition is complete.

Director of Infrastructure will verify the replacement or addition for invoice approval.

Township staff will notify Hydro One when the upgrade / addition is completed so that billing records can be amended and the upgrade / addition verified.

18.COMPLETION

The work is on an as needed basis and all work that is required shall commence within seven (7) calendar days of written notification.

19. DAMAGE BY VEHICLES AND OTHER EQUIPMENT

If at any time, in the opinion of the Director of Infrastructure or her designate, damage is being done or is likely to be done to any highway or any improvement thereon, other than such portions as are part of the work by the Contractor's vehicles or other equipment whether licensed or unlicensed, the contractor shall, on the direction of the Director of Infrastructure and at the Contractor's own expense, make changes in or substitutions for such vehicles or other equipment or shall alter loadings or shall in some other manor remove the cause of such damage to the satisfaction of the Director of Infrastructure, including re-routing haul routes.

20. LOADING OF MOTOR VEHICLES

Where a vehicle is hauling material for the use on the specified work, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the contractor shall not cause or permit such vehicle to be loaded beyond its legal limit as specified in the Highway Traffic Act, whether such vehicle is registered in the name if the contractor or otherwise.

21. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations
- c. Availability;
- d. Reliability;
- e. Past Performance; and,
- f. Price.

22. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statues of the Highway Traffic Act, R.S.O. 1990.

23. PRICING AND PAYMENT

The contractor shall submit to the Township of Ramara, for payment, all invoices for all work executed, clearly breaking down costs and related work orders.

All invoicing should coincide with the Township's policy for payment and shall be submitted on a monthly basis.

The Contractor will be paid at an hourly rate, based on time worked on site, not including traveling time from his yard.

24. HOURS OF WORK

The Contractor will be allowed to carry out operations only during daylight hours between 7:00 a.m. and 5:00 p.m., Monday through Friday, except Statutory or Civic Holidays, unless otherwise approved or directed by the Director of Infrastructure.

25.TERM OF QUOTATION

The term of this quotation will be for Three (3) years with a start date of July 1st 2024 and expiring on June 30th 2027.

26.QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least five (5) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately.

27. SUBMISSION FORMAT & CONTENTS

27.1 GENERAL FORMAT OF SUBMISSION

The Township **will not** accept any other format of the schedule I items Prices other than that provided within this Request for Quotation. Schedule I items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.

27.2 CONTENTS OF SUBMISSION

The Request for Quotation response submission should include the following information only and shall be submitted in the same sequence provided:

- I. Completed Bidder Information Form
- II. Provide all mandatory information as requested within Schedule I
- III. Ensure Schedule I is initialed and dated
- **IV.** Completed Schedule II Ability and Experience Form.
- V. Health and Safety:
 - a. Provide a current and valid certificate of clearance from WSIB
- VI. Provide a completed Declaration of Accessibility Compliance form.
- VII. Provide Electrical Contractor License issued by ECRA / ESA

iii. TENDER DOCUMENTS

QUOTATION FORM

THE CORPORATION OF THE TOWNSHIP OF RAMARA

STREET LIGHT REPAIR, CLEANING AND MAINTENANCE

DOCUMENTS TO BE ENCLOSED WITH THIS FORM INCLUDING BUT NOT LIMITED TO:

- Complete Tender Package (Page 1 17)
- Bidder Information Form
- Schedule I Items and Prices
- Schedule II Ability and Experience Form
- **o** Declaration of Accessibility Compliance Form
- Health & Safety Information

BIDDER INFORMATION FORM

BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION PLEASE ENSURE ALL INFORMATION IS LEGIBLE.

Company Name	
Bidder's Main Contact Individual	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICIAL QUOTATION BID

NAME: _____

(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

SCHEDULE I – ITEMS AND PRICES

Any modifications of this form will result in the bid being disqualified. This form <u>must be</u> completed in full.

Item	Description	Extended Price	
1	To repair lights on an as required basis (Parts Extra).	\$/ hour. (2024)	
2	Cleaning only of existing fixtures. \$/ each		
3	To repair lights on an as required basis (Parts Extra).	\$/ hour. (2025)	
4	Cleaning only of existing fixtures.	\$ / hour. (2025)	
5	To repair lights on an as required basis (Parts Extra).	\$/ hour. (2026- June 2027)	
6	Cleaning only of existing fixtures.	\$/ hour. (2026- June 2027)	

I/We submit the following quotation to supply all labour, equipment and materials for the purpose of cleaning, maintaining and repairing street light luminaires within the Township of Ramara for the unit prices set out in greater detail above.

I/We promise to commence work within seven (7) calendar days, following written notification of a deficiency. Further, I/We solemnly promise to work diligently and conduct all work in a manner of respect and without delay with respect to the repair, cleaning and maintenance of the Township of Ramara's street lighting.

Certified Cheque in the amount of <u>\$ 2000.00 (Two Thousand Dollars</u>). is herewith enclosed.

Quotation price shall be good until: <u>June 30th 2027.</u>

Signed:

(Signature)

(Print)

DATED:

SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate Customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name Phone Number Email Address	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name Phone Number Email Address	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name Phone Number Email Address	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I______ (authorised signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so, and reserves the right to check other references other than listed herein.

DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name:	
Print Name:	
Title:	
Date:	

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service) made under the *Accessibility for Ontarians with Disabilities Act, 2005).* I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _______ (insert company name) for the completion of work contracted by the Township will also comply with the above requirements.

Authorized Signature I have authority to bind the corporation. Date