



# Accessible Entrance Doors: Request for Quotations

Prepared by: The Corporation of The Township of Billings

October 10, 2024  
RFQ No: 2024-03

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## INTRODUCTION

The Township of Billings invites qualified vendors to submit quotations for the provision and installation of two (2) accessible automated door systems at the main entrance of the Old Mill building in Kagawong.

The project completion date is scheduled for December 20th, 2024.

All submissions must be received by October 30th, 2024, 2:00 p.m., by email to: Todd Gordon, Municipal Project Manager (MPM): [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca)

All inquiries are to be directed to Todd Gordon, Municipal Project Manager (MPM): [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca).

## BACKGROUND

The Township of Billings is a single-tier municipality located on Manitoulin Island with a permanent population of approximately 753 – a population that expands by threefold in the warmer months, because of cottage, recreation, and tourism activities.

The Old Mill is a historic building in Lower Kagawong that serves as both the municipal office, and as the home of the Old Mill Museum and Heritage Centre. The Old Mill building needs extensive accessibility upgrades including entrance door renovation to meet AODA standards.

## SCOPE OF WORK

The successful bidder will provide and install two (2) fully accessible door systems at the Old Mill building in Kagawong:

1. An exterior door to the foyer between the municipal office and the Old Mill Heritage Centre.
2. An interior door to the Billings Municipal Office.

The entranceways must include power door operators and meet or exceed barrier-free and accessibility requirements detailed in the Ontario Building Code.

Additionally, the scope of the work includes the following:

- Supply all doors, hinges, sweeps, power operators and required materials.
- Acquire Electrical Safety Authority permit.
- Installation of accessible doors and power operators.
- Ensure doorways meet or exceed provincial accessibility requirements.
- Ensure doorways meet ESA requirements.

Interested bidders **must** attend the site prior to submitting quotations. On-site inspection is a prerequisite because the building is 100 years old and is of stone and mortar construction. Site inspection must be pre-arranged, and occur during business hours (Monday to Thursday, 8:30 am to 4:00 pm, and Friday, 8:30 am to 12:00 pm). The Township will only be accepting quotation forms from vendors who have attended a site inspection.

## PROCUREMENT TIMELINE

Procurement Milestone	Date	Time (If Applicable)
RFQ Release	October 10, 2024	
Site Visit Completion by	October 25, 2024	
Enquiries Deadline	October 28, 2024	4:00 PM
Submission Deadline	October 30, 2024	12:00 PM
Anticipated Award	Nov 5, 2024	
Installation Completion	December 20, 2024	

## SUBMISSIONS

Submissions will be in electronic form only, via email, to: [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca)

**The email subject line should state: "Quote Package: RFQ 2024-03."**

## INQUIRIES AND PROJECT CONTACT INFORMATION

Bidders are encouraged to obtain a clear understanding of the requirements prior to submission. Those wishing to participate are always responsible for notifying the contacts listed below, in writing, of any errors or omissions contained within the submitted documents. The Township will endeavor to provide written responses to all inquiries received, provided that answering them will inform the quotation process for bidders in general.

All inquiries concerning this **RFQ, including specifications, process and results** are to be directed, **in writing** (email), to:

The **Municipal Project Manager, The Township of Billings**: [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca).

- Inquiries must not be directed to any other municipal employee.
- No clarification requests will be accepted by telephone.
- Receipt of bidder's questions (enquiries) are due by **Monday, October 28th, 2024, at 4:00pm**. A transcript of questions and responses will be sent directly to the **registered** bidders (bidders who have attended a site inspection) by email on or before **Wednesday, October 30th, 2024, at 12:00pm**.

## QUOTE CONTENT

Quotes must include the following (failure to comply with these requirements may result in a rejected quotation):

1. A completed Quotation Form (Appendix A in this document).
2. Three (3) examples of similar projects completed within the last 3 years, with:
  - a. Brief project description,
  - b. Project fee value
  - c. Project contact information.
3. Three (3) current or former client references with:
  - a. Contact info.
  - b. A brief description of type(s) of work performed.

The examples and references (above) can be the same or different. Ideally, both will include at a least one institutional (ideally municipal or local government-level), example.

Any additional information thought to be relevant, beyond the categories listed below, should be provided as an appendix to the quotation.

### Cost Quotation

- See the second part of Appendix A
- All prices proposed must be in Canadian currency.

Please remember that quotes are submitted via email, to [tgordon@billingstwp.ca](mailto:tgordon@billingstwp.ca), and with “**Quote Package: RFQ 2024-03**,” in the subject line

## EVALUATION OF SUBMISSIONS

Note: The lowest cost or any other quotation will not necessarily be accepted.

The Township will evaluate quotations and will select the quotation that best meets its interests. The selection committee will consist of representatives from The Township staff and any other individuals that The Township considers relevant and useful for the review and selection process.

### Evaluation Criteria

All quotation submissions **must** clearly address the RFQ response requirements (Quote Content, above), and the terms and conditions stated in this RFQ. While the cost component of quotations is obviously important, experience and quality, as demonstrated through examples and references, will also be important in the evaluation of all quotations.

## TERMS AND CONDITIONS

1. The Township will be the sole judge of their own best interests, the quotations, and the resulting contract. The decision made by The Township is final.
2. Selection of the successful bidder will be based on the quotation that provides the best value for the township.
3. Quotations that are not signed, or are missing key information, including contact information, will be rejected.
4. The lowest or any quote will not necessarily be accepted, even if there is only one quote.
5. The Township reserves the right to accept or reject any or all quotations or parts of quotations, to order additional units at the price submitted, or to accept any quotation considered in its best interest, and to request re-quotations on the required materials and/or services.
6. The Township reserves the right to waive irregularities and technicalities and to do so at its sole discretion.
7. Quotations submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless the bidder is requested to do so by The Township.
8. The Township reserves the right to award the work on a split-form basis, lump-sum or individual item basis, or such combination as shall best serve the interests of The Township in the opinion of The Township.
9. Should The Township determine that all quotations submitted are non-compliant, or none of the quotations meet the goals of the project, The Township may carry out a process

whereby all bidders are allowed the opportunity to correct their quotation without a change in pricing.

10. The Township reserves the right to include consideration of any outstanding claims against or by The Township, any record of poor performance with The Township and the appropriateness of any key personnel in evaluation of any quotation and to reject any quote based on record of past poor quality of service, claims and disputes or difficulties related to proceedings in completed past projects of The Township.
11. The Township reserves the right to award the contract in whole or in part, to one or more Bidders based on their submissions, or reject all submissions.
12. All terms and conditions of this RFQ are deemed to be acceptable by the responding company and incorporated by reference in their quotation, except for those expressly challenged by the responding company in their quotation.
13. The bidder warrants that they have the experience, training, and equipment to ensure all work performed under the quotation is done safely and in accordance with all applicable health and safety legislation and that they have control over the workplace and are fully responsible for the health and safety of all employees and others present on the site. Each bidder also acknowledges that The Township is relying on this warranty in its decision to award the quotation to the bidder.
14. Bidders shall not undertake an assignment that actually or potentially creates a conflict-of-interest with the provision of the services without disclosing the conflict of interest or potential conflict of interest to The Township.
15. At the time the quotations are considered, the name of each bidder will be released, and the pricing. Quotations will be reviewed by staff and a recommendation will be made to Council at a subsequent meeting of Council.
16. Quotations shall remain valid for sixty (60) days after the date of submission prescribed by The Township.
17. The Township will not be responsible for any cost incurred in the preparation and submission of the quotation.
18. All quotations and accompanying documentation received under this quotation will be the sole property of The Township and will not be returned.
19. Should the successful Bidder's performance be deemed unacceptable, The Township reserves the right to cancel any agreement under this quotation with thirty (30) days' notice.
20. Bidders are strictly prohibited from making public announcements or issuing news releases regarding this RFQ, any subsequent award or contract, any information disclosed by The Township during the RFQ process, or any information, documentation or opinion disclosed by The Township or created through the scope of work associated with this award without prior approval, in writing, provided by The Township.

#### Provisions of Federal and Provincial Law

21. Each submission and the project itself are subject to the provisions of all applicable laws, including, but not limited to, the following:
  - a. The Municipal Act and its regulations.
  - b. The Municipal Freedom of Information and Protection of Privacy Act and its regulations.
  - c. The Occupational Health and Safety Act and its regulations.
  - d. The Workplace Safety & Insurance Act and its regulations.
  - e. The Canadian Environmental Protection Act and its regulations.
  - f. The Drainage Act and its regulations.

#### Express Declaration and Warranty

22. Each Bidder is deemed to expressly declare and warrant the following in the quotation:

- g. The prices in this quotation have been arrived at independently from those of any other Bidder.
  - h. The prices in this quotation have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award, directly or indirectly, to any other Proponent or competitor.
  - i. This quotation is in all respects fair and without collusion or fraud.
  - j. All materials and/or services proposed to be supplied to The Township conform in all respects to the standards set forth by federal and provincial agencies.
  - k. They are competent to perform the work described in this RFQ.
  - l. They have the necessary qualifications, including knowledge, skill, and experience to perform the work together with the ability to use those qualifications effectively for that purpose.
  - m. They shall supply everything necessary for the performance of the work/works.
  - n. They shall carry out the work in a diligent and efficient manner.
  - o. They shall ensure the work is of proper quality, material, and workmanship; is in full conformity with the specifications; and meets all other requirements of this RFQ and any subsequent quotation.
23. The Bidder waives all rights of lien which might arise in relation to any quotation from this RFQ.
24. The Bidder has, and follows, a health and safety plan for employees and representatives who will be present on the property of The Township as part of any quotation arising from this RFQ.
25. The Bidder confirms that the price proposed is an upset limit above which The Township is not required to pay and that, where there is uncertainty as to the price proposed, the unit price shall govern.

#### Offers and Contracts

26. The Bidder is required to sign Appendix A, the Quotation Form/Irrevocable Offer. If/when accepted by The Township and signed by the appropriate authority, this form shall constitute a binding contract between the successful Bidder and The Township.
27. Quotations made in response to this RFQ constitute offers, which The Township may or may not accept on its sole discretion.
28. Each submission of a signed quotation is deemed an irrevocable offer, which may be subject to negotiation.
29. Any successful Bidder shall enter a legally binding contract with The Township. Where any breach of the terms of that contract should occur, The Township shall review all legal remedies available to it and use any appropriate remedies to protect the interest of The Township, including lawsuit or application before the appropriate court or tribunal. All Bidders in responding to this RFQ hereby acknowledge and attorn to the jurisdiction of the choice of The Township in any such legal process.
30. Notwithstanding anything contained in the contract to the contrary, The Township may, at any time prior to the completion of the services terminate this contract by giving thirty (30) days written notice to the Bidder. Upon a termination notice being given, the Bidder shall immediately cease services in accordance with and to the extent specified in the notice. In the event of a termination notice being given in accordance with this contract, the Bidder shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the services and for which the Bidder has not already been paid or reimbursed by The Township.
31. Unless otherwise agreed, should The Township enter a contract relating to the project, the Bidder shall agree to hold The Township harmless from any or all liability, claim, (including damages, fines, insurance adjuster's fees and legal costs on a full recovery basis), loss,



- expense, action, or suit arising from the Quotation. Independent of any steps taken by The Township, it shall be the Bidder's responsibility to investigate and handle any and all third-party claims arising from the project in a professional manner, within 30 days of receipt, and provide a copy of the response to The Township.
32. In cases of dispute as to whether deliverables meet the requirements of The Township, the decision of such agent as The Township shall appoint will be final and binding.
  33. All materials supplied under this contract shall be fit for the use specified in the governing documents, without regard to whether there are detailed specifications, in the documentation, for specific components.
  34. The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to otherwise enforce such provision or to seek damages for the breach thereof.
  35. All Bidders, including those outside the Province of Ontario, agree that the rights of all parties shall be governed by the laws of the Province of Ontario and that the venue for dispute shall be within the Province of Ontario. Bidders must be able to demonstrate their ability to perform the work under the law of the Province of Ontario and provide such security as might be required and enforceable under the law of the Province of Ontario.
  36. Neither party shall be held responsible for any remedy arising from delay or failure to perform obligations under this RFQ or the project when such delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be foreseen or provided against.
  37. The submission of a quotation shall be deemed conclusive proof that the Bidder has satisfied itself as to all the requirements set out in the RFQ, all the conditions which may be encountered, what materials and/or services he/she will be required to supply, or any other matter which may be a key component in completing the project. Therefore, no claims will be entertained by The Township based on the assertion by the Bidder that it was uninformed as to any of the requirements of the quotation.
  38. In case of a default of performance of the project, The Township reserves the right to transfer the project to another source. All additional expenses arising from such transfer will be charged to the original Bidder and are due forthwith.

#### Non-Assignment

39. The Bidder may not assign this quotation or any work to be performed under this quotation without the prior written consent of The Township.
40. Should written consent be granted for assignment, this shall not under any circumstances relieve the Bidder of his/her liabilities and obligations under this Quotation and shall be within the sole and unfettered discretion of The Township.

#### Township Not Employer

41. The Bidder agrees that The Township of Billings is not to be understood as the employer to any successful Bidder nor to such Bidder's personnel or staff for any work, services, or supply of any products or materials that may be awarded resulting from this Quotation document. It is understood that the successful Bidder will act as an independent contractor. Also, in accordance the Occupational Health and Safety Act, the successful Bidder herewith agrees to be the "contractor" as defined under this act.

#### Confidentiality of Information

42. All correspondence, documentation and information provided to staff of The Township of Billings by any Bidder in connection with, or arising out of this RFQ, and the submission of any Quotation will become the property of the Township of Billings and as such is subject



to the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), and may be released, pursuant to the Act. The Bidder's name at a minimum shall be made public upon request.

43. The content of this RFQ shall not be used, disclosed, or duplicated for any purpose other than to prepare a response. The Bidder shall keep The Township of Billings data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without the prior written approval of The Township of Billings.
44. Receipt of this RFQ does not entitle the Bidder to associate its services with the Township of Billings in any way, nor represents in any way endorsement of a potential Bidder's services by The Township.
45. All quotations will be kept confidential during the evaluation phase, except for the Bidder's name, and overall bid amount (as above).
46. With respect to MFIPPA, Bidders are advised to identify in their quotation material, any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Otherwise, any information in the Bidders' submissions that is not specifically identified as confidential will be treated as public information. All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purpose of facilitating RFQ submission evaluations.

#### Intellectual Property

47. Title and intellectual property interest (IP) to the work described in the RFQ, and any part thereof, vests in The Township upon delivery and acceptance thereof by or on behalf of The Township.
48. The risk of loss or damage to the work/works or part thereof so vested shall remain with the successful Bidder until its delivery of the work in full.
49. Any vesting of title or IP shall not constitute acceptance by The Township of the work/works and shall not relieve the successful Bidder of its obligation to perform the work/works.

#### Indemnification, Insurance and Liability

50. The successful Bidder shall indemnify and save harmless The Township and its employees and agents against any claim, action, suit or other proceeding for any payment or enforcement of any right or remedy that results from or is alleged to result from the creation of or provision of the work/works or the use or disposal of anything furnished in relation to the work/works.
51. The successful Bidder shall be required to provide proof of Professional Liability Insurance.
52. The successful Bidder will be required to hold Commercial General Liability Insurance, structured on a "per occurrence" basis, and motor vehicle liability, in the amount of no less than five million (\$5,000,000.00). The Township shall be named as an additional Insured on the Commercial General Liability policy.
53. WSIB coverage shall be provided as required by or available under law, and a valid WSIB Insurance certificate will be shown to the Township before The Township shall enter a contract in relation to this Request for Quotation.
54. Additional insurance may also be required, depending on the nature of bids submitted. Policies shall be in a form satisfactory to The Township and shall be kept in full force during the complete project period.
55. The successful Bidder shall provide evidence of all insurance coverages required by The Township.

## Conflict of Interest

56. We require verification that the Bidder is not working for any client or engaged in any activity that may result in a conflict-of-interest situation. Each Bidder and subcontractor must make full disclosure of any conflicts of interest. Disclosure, if any, must be made in writing and accompany the Bidder's quotation submission. Signature on the Quotation Form, without further explanation will be interpreted as certification that:
- That no person either natural or body corporate, other than the Bidder, has or will have any interest or share in this quotation or in the proposed contract.
  - There is no collusion or arrangement between the Bidder and any other Bidder(s) in connection with this project.
  - The Bidder has no knowledge of the contents of other quotations and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the quotation.

## APPENDIX A: QUOTATION FORM/IRREVOCABLE OFFER

### Accessible Entrance Doors, Old Mill - RFQ#: 2024-03

The Bidder has carefully examined the conditions and specifications attached and referred to in this request for quote and has examined the site and work locations and understands and accepts the said conditions and specifications, and for the prices set forth in this quotation, hereby offers to furnish all labour, equipment, and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

1. I/We hereby submit the attached quotation documents to satisfy the requirements as described in this quotation issued by The Township.
2. I/We agree that we have reviewed and understood the quotation documents and I/We are capable and qualified to perform the requirements of the contract and enter into a legal agreement with The Township in regard thereto and where the quotation is submitted by a corporation, it shall be signed and duly authorized officer of the company. Should the quotation be submitted by a partnership or proprietor, it shall be signed by the partners or owner.
3. It is also agreed that, upon acceptance in writing by The Township, the quotation documents need to be signed by The Township and become the "Agreement for the performance of the work" between the Contractor and The Township.
4. I/We agree that this offer shall be irrevocable from the time the quotations are opened and for a period of 60 calendar days.
5. I/We (the Bidder) promise to perform the work without undue delay and complete the installation by December 20th, 2024.
6. The Bidder offers to provide the services detailed within the quotation package to the acceptance of The Township for the following upset cost limit.

Vendor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Attention (Print contact): \_\_\_\_\_

### **Vendor**

Signature: (Signing authority): \_\_\_\_\_ Date: \_\_\_\_\_

Signature 2 (If required): \_\_\_\_\_ Date: \_\_\_\_\_

### **The Corporation of the Township of Billings**

Veronique Dion, CAO/Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

**Cost Quote**

Item	Price*	HST	Total
Fully accessible, automated, exterior door system – main entrance			
Fully accessible, automated, interior door system – foyer to municipal office			
Other goods and/or services if/as appropriate**			
Grand Total			

\*Including installation

\*\*Not required. However, if you have additional items, detail on a separate sheet, and include here.

**Warranty**

Please provide a description of the warranty on the above systems, including parts and labour, as appropriate. Please be as clear as possible about what is warrantied, for how long, and specific conditions/parameters:
