



The Corporation of the Town of Essex

Request for Quotation RFQ-CS-23-006

Town of Essex Beautification Program

Date of Issue: October 24, 2023

Closing Information:

Date: November 08, 2023
Time: 3:00:00 p.m. Local Time
Location: 33 Talbot Street South
Essex, Ontario N8M 1A8

Table of Contents

- 1. Introduction..... 4
 - 1.1. Background Information 4
- 2. Quotation Process 4
 - 2.1. Closing Date and Time 4
 - 2.2. Opening of Quotations 4
 - 2.3. Corporate Contact 4
 - 2.4. Quotations to Remain Open 5
 - 2.5. Cancellation 5
 - 2.6. Freedom of Information 5
 - 2.7. Confidentiality 5
- 3. Accessibility for Ontarians with Disabilities Act 5
- 4. Employees 6
- 5. Costs Incurred by Bidder 6
- 6. Protection of Work and Property..... 6
- 7. Conflict of Interest 6
- 8. Quotation Submissions..... 7
- 9. Scope of Work..... 7
- 10. Quantities 11
- 11. Deletion of Work 11
- 12. Insurance 12
 - 12.1. Insurance Coverage 12
 - 12.2. Proof of Insurance 12
- 13. Employment Insurance and Workplace Safety and Insurance Act 13
- 14. Health and Safety..... 13
 - 14.1. The Occupational Health and Insurance Act 13
 - 14.2. Occupational Health and Safety Act and Traffic Control Regulations 14
- 15. Ability and Experience of Successful Bidder 14
- 16. Sub-Contractors and/or Suppliers 14
- 17. Notice of Project..... 15
- 18. Traffic Control..... 15
- 19. Notice of Commencement of Works..... 15

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

- 20. Responsibility for Damages to Utilities..... 16
- 21. Reservation of Right..... 16
- 22. Addenda 16
- 23. Pricing to Remain Firm..... 17
- 24. Harmonized Sales Tax 17
- 25. Measurement of Payment 17
- 26. Procurement Policy By-Law / Governing Law..... 18
- 27. Method of Submission 18
 - 27.1. General Requirements 18
 - 27.2. Delivery of Quotations 18
 - 27.3. Submission Labels 19
 - 27.4. Mandatory Requirements 19
- 28. Appendix A - Form of Quotation 21
- 29. Appendix B - Bidder Identification Sheet 23
- 30. Appendix C-Acknowledgement of Quotation Documents..... 24
- 31. Appendix D-Occupational Health and Safety Declaration 25
- 32. Appendix E - Quotation Submission Label 26
- 33. Appendix F - Bidder Accessibility Agreement..... 27
- 34. Appendix G – Bidder’s Experience/References..... 28
- 35. Appendix H - Bidder’s Senior Supervisory Staff..... 30

1. Introduction

1.1. Background Information

The Town of Essex is located in southwestern Ontario, approximately 28 kilometers southeast of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The Town of Essex consists of four distinct and unique centres - Essex Centre, Harrow Centre, McGregor Centre and Colchester Centre. The current population of the Town of Essex is 20,427.

The Town of Essex is seeking Quotations from qualified bidders to provide all materials and supplies for one (1) year term (2024) with an option to renew, year by year, up to maximum three (3) years (2025 – 2027) for our Municipal Beautification Program.

2. Quotation Process

2.1. Closing Date and Time

Quotations shall be submitted prior to or by Wednesday, November **08, 2023 at 3:00:00 p.m.** local time. Any bids received after the specified closing date and time will not be considered.

2.2. Opening of Quotations

A public opening of Quotations will take place Wednesday, November **08, 2023 at 3:15:00 p.m.** local time, at the Essex Municipal Offices, Council Chambers, at 33 Talbot Street South, Essex, Ontario.

2.3. Corporate Contact

Additional information regarding this Request for Quotation can be obtained by contacting the following person by telephone or email:

Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-7171

Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the staff member named as the contact on this Request for Quotation is not permitted and will be considered grounds for disqualification in the bidding and selection process.

2.4. Quotations to Remain Open

Quotations will be held open by the Town for a period of no greater than ninety days for full review and awarding. Should the Town require an extension past the ninety day period; each submitted bidder will be notified on an extension.

2.5. Cancellation

The Town of Essex in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Quotation or to change the Scope of Work, or to cancel this Request for Quotation without stating any reasons therefor.

2.6. Freedom of Information

The bidder hereby consents to disclosure of its information contained in this Quotation submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, Revised Statutes of Ontario 1990, Chapter M. 56.

2.7. Confidentiality

The Town of Essex and the bidder agree that the content of each response to this Request for Quotation will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this Request for Quotation, each bidder agrees not to disclose, at any times, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Town agrees to notify the bidder should a request for information be received.

3. Accessibility for Ontarians with Disabilities Act

The selected bidder shall comply with all applicable provisions of Accessibility for Ontarians with Disability Act. Refer to Appendix F - Bidder Accessibility Agreement.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at

www.mcscs.gov.on.ca/en/mcscs/programs/accessibility/customerService/

4. Employees

In the performance of the scope of work of this Request for Quotation, the successful bidder shall be an independent General Contractor. Neither the successful bidder nor any of their employees shall be deemed to be employees of the Town of Essex.

5. Costs Incurred by Bidder

Except as expressly and specifically permitted in the Request of Quotation documentation, no bidder shall have any claim for any compensation of any kind whatsoever, because of participating in the Request for Quotation, and by submitting a bid each bidder shall be deemed to have agreed that it has no claim. Any and all expenses involved either directly or indirectly due to the preparation and submission of a bid in response to this Request for Quotation or any work performed in connection thereof shall be borne by the bidder.

6. Protection of Work and Property

The successful bidder shall be held responsible by the Town of Essex for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work mentioned in this Request for Quotation. Additionally, the successful bidder will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

The successful bidder shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

7. Conflict of Interest

Bidders participating in this Request for Quotation process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of the contract from the bidder until the matter is resolved.

8. Quotation Submissions

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Quotation under section 9 and all mandatory requirements as set out in sub-section 27.4.

All bidders should carefully review this Request for Quotation for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Quotation. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Quotation.

The quotation submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard compact disk (CD) or jump-drive. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town of Essex reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

9. Scope of Work

The successful bidder is required to supply premium materials, and supplies for the enhancement of our municipal beautification program, which is reviewed, enhanced, and further developed on an annual basis.

The Town will be requesting that the successful bidder enter into one (1) year term (2024) contract with an option to renew, year by year, up to maximum three (3) years (2025 – 2027) subject to the mutual agreement including the prices, the quantities of the quoted items and the new items, etc. if any.

Scope Specifications:

Proponent is to accommodate the following requests:

- a. Have an annual early Fall meeting with the Manager of Parks and Facilities and the Town Landscape, Technician Groundskeeper to go over the types and choice of various plants, flowers and greenery for each year awarded the contract,
- b. Open communication between the Manager of Park and Facilities of the Town and more specifically our Landscape, Technician Groundskeeper,
- c. Maintain, track and provide clear records of materials and supplies ordered or picked-up on the Town behalf, including but not limited to the persons' name, the transaction date, detailed description of materials and supplies, the quantity and the price per item,
- d. Provide accurate monthly billing statements and attach each related record of materials and supplies ordered or picked up, and
- e. Maintain and provide full access to town personal for all "seasonal growing inspections" and regular business hours Monday through Friday during the planting season (end of May through to the end of August, weather permitting), for pick-up of materials and supplies.

The Proponent is responsible:

- f. To pre-grow supplies and product as established and requested during fall meeting with the town and ad-hoc committee in the colours, types, and quantities as requested, (not less than 225 self-watering hanging baskets with additional baskets possibly being added yearly). Hanging baskets have an expectation of being planted with 9 to 11 plants each as per requested types.
- g. To immediately notify and received approval from the Manager, Parks and Facilities of the Town and the Town's Landscape Technician Groundskeeper of any product or supplies not obtainable for the growing reason with a suggestion of an alternative equivalent substitute the Proponent can provide including any price, or colour differential prior to growing,
- h. To use Town supplied self-watering planter as provided (delivery in February) and to immediately notify the Manager, Parks and Facilities of the Town and the Town's

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

- Landscape Technician Groundskeeper of any noticeable or forcible cracks or other damage which may necessitate replacement including felt liners, plugs, etcetera,
- i. Maintain open communications with the Manager, Parks and Facilities of the Town with respect to any questions, concerns or clarification required during the term of the contract,
 - j. Accompany the Manager, Parks and Facilities of the Town and the Town's Landscape Technician Groundkeeper to each of our municipal centre (Harrow, Essex, McGregor and Colchester) to assess locations where baskets, planters, and ground beds are in order to provide any knowledge, insight, potential concerns or problems where the Town may potentially have difficulty with certain species or varieties of flowers or greenery,
 - k. Notify the Manager, Parks and Facilities of the Town immediately of any shortage of hanging baskets following town delivery which would prohibit the accuracy of order placed, and
 - l. Insure all pre-grown product contains six (6) month slow release fertilizer in the mix.

The Proponent is to provide the following Materials and Supplies and each year the final plant materials and amounts will be coordinated with the Town's staff:

- a. 3 way soilless mix with a per skid pricing,
- b. Four inch (4") custom grown Annuals,
Which could include.
 - Begonias
 - Petunia
 - Lantana's
 - Coleus
 - Various coloured potato vines or Vinca (reds, greens, blacks)
- c. Four-inch (4") custom grown "stuffer" flowers, typically vista petunias, wave petunias, euphorbia, geraniums or similar product,
- d. One (1) gallon which could include trailing grasses, fountain grasses, spike, cannas, grasses, baby Tuts and red star cordyline, and
- e. Custom grown flats of a variety of type and colour of all of the following or similar.
Size to be 48 of 1 inch starter plants.

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

- Wax Begonias,
- Dusty Miller,
- Marigolds,
- Snapdragons,
- Impatiens

- Zinnia
- Salvia
- Celosia

9.1 Bidder Quality Assurance

Bidders are required to:

- Demonstrate a minimum of five (5) years successful experience in running, growing, maintaining and supplying various varieties of flowers, products, greenery, trees and plants,
- Employ persons skilled and train in this profession and proficient in the use of materials specified for maintaining and delivery of superior product to the public, retail and wholesale sectors,
- Perform work according to the scope of work herein,
- Proponent must submit to the town a list of all employees who will be on-site with their references for similar jobs and their years of experience in performing similar projects, and,
- The Corporate Contact, as he may deem necessary, may, at his discretion contact past references.

9.2 Product Standards

New Goods and Material Only

- Unless otherwise stated all goods supplied because of this Request for Quote shall be new only, never used, of the latest manufacture and not re-manufactured.

Goods and Materials Suitable for Use

- The Proponent warrants that any goods, materials, articles, supplies or equipment to be supplied under or pursuant to any official order or contract based on this Request for Quote, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

9.3 Rectification and Maintenance

The Proponent guarantees and warrants that with ordinary wear and tear that the work shall, until the end of the period of reasonable mural lifespan, remain in such condition as will meet with the approval of the Director of Community Services, and that he will be responsible for rectification in a manner satisfactory to the Director of Community Services. The Director of Community Services shall decide as to the nature, extent, cause of, and responsibility for imperfect work and the necessity for and the method of rectification thereof.

If, as a result of imperfect work or use of inadequate or substandard products or materials for which the Proponent is responsible and the Town incurs any costs, without limiting the generality of the foregoing, including cost of Director of Community Services and investigation and all costs of administration, or sustains damage or loss of any kind, the Proponent and his surety or sureties shall be liable to the Town for such costs, damage and loss. The amount of such costs, damage or loss shall be determined or estimated by the Director of Community Services and, upon such determination or estimation, shall be deemed to be "Monies payable to the Town" and may be deducted or collected by the Town as therein provided for. No payment, certificate, document, act, failure to act, statement or representation of, by or on behalf of the Town or its employees or agents, no dealing, transaction, forbearance or forgiveness which may take place between the Proponent or his surety or sureties and the Town or its employees or agents and no exercise or forbearance to exercise any of the rights or powers of the Town or the Director of Community Services under the Contract, other than the Final Certificate, or a release duly executed by the Town, shall release the Proponent or his surety or sureties from any term or provision of or any responsibility, obligation or liability under the Contract, or otherwise, or shall waive or impair any of the rights and powers of the Town or of the Director of Community Services.

10. Quantities

The quantities as set out in the Form of Quotation are approximate only, and are given as a basis for estimating and comparing bids. Payment will be based on the final confirmed quantities.

11. Deletion of Work

The bidder shall take note that the Town of Essex reserves the right to delete any portion of the work for its own interest. The bidder shall further take note that any such deletion of any part of the work shall not invalidate the Quotation. The successful bidder shall enter into a satisfactory Contract and otherwise comply with all of the requirements of the Contract Documents for any portions of the work remaining to be done after any such deletions.

12. Insurance

12.1. Insurance Coverage

The successful bidder shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The successful bidder shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of the signed contract. Insurance shall be obtained from a company satisfactory to the Town of Essex.

The successful bidder's policies of insurance shall cover himself (the General Contractor and all sub-General Contractors) and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- (a) Have a limit of liability not less than \$2,000,000 inclusive for any one occurrence
- (b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the General Contractor
- (c) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex
- (d) Name the Town of Essex including its' officers and employees while performing their duties on behalf of the Town of Essex as additional insured's under the policy

The successful bidder shall pay for all premiums and expense incurred as a result of such insurance.

12.2. Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

13. Employment Insurance and Workplace Safety and Insurance Act

The successful bidder shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The successful bidder shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

A current and valid Certificate of Clearance shall be submitted upon confirmation of a bidder being awarded and accepting the job. The successful bidder, during the term of the contract, is to provide the Town with any renewed or updated Certificate of Clearance. The Town of Essex will not accept responsibility for obtaining from or on behalf of a successful bidder a current Certificate of Clearance. The successful bidder clearly understands and agrees that it is their responsibility to maintain and provide a Certificate of Clearance in good standing to the Town throughout the full term of the contract.

The successful bidder clearly understands and agrees that they are not, nor is anyone hired by the successful bidder, covered by the Town of Essex under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the successful bidder, their employees and operations, and shall upon request furnish the Town of Essex with such satisfactory evidence that they have complied with the provisions of any such acts.

If the successful bidder fails to do so, the Town of Essex shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Essex shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town of Essex is not to be deemed the employer or the supplier of the successful bidder's personnel under any circumstances whatsoever.

14. Health and Safety

14.1. The Occupational Health and Insurance Act

The successful bidder shall comply with all conditions and regulations of the Occupational Health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the successful bidder, by executing the Contract unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The successful bidder acknowledges by way of submitting a Quotation that they are the Constructor as defined by the Occupational Health and Safety Act.

The successful bidder will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

14.2. Occupational Health and Safety Act and Traffic Control Regulations

The successful bidder shall comply with the Occupational Health and Safety Act and the Ministry of Transportation of Ontario guidelines of Book 7 for traffic control plans. A copy of the traffic plan or plans shall be submitted to the Manager, Operations prior to commencing work. Failure to execute a traffic plan will result in work stoppage.

15. Ability and Experience of Successful Bidder

The successful bidder must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner.

The Town of Essex may investigate as it deems necessary to determine the ability of the bidder to perform and the bidder shall furnish the Town of Essex all such information and data for this purpose as the Town of Essex may request. The Town of Essex reserves the right to reject any Quotation if the evidence submitted by or investigation of such bidder fails to satisfy the Town of Essex that he bidder is qualified to carry out the obligations of the contract.

16. Sub-Contractors and/or Suppliers

If the bidder proposes to use an alternate product or Sub-Contractor for any part of the work, he shall request approval in writing from the Town. The Town reserves the

right at any time to object or refuse to accept any Sub-Contractor or Supplier's product for inclusion in the work, and the Town shall not be required to give any reason for such objection or refusal. No substitute for any Sub-Contractors shall be allowed without written approval from the Town of Essex.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Town of Essex. Should the successful bidder be requested to change its Sub-Contractor, the Town of Essex will not be responsible for any additional costs incurred by the successful bidder as a result of this request.

17. Notice of Project

When applicable, the successful bidder shall notify the Ontario Ministry of Labour with a Notice of Project as required under the Occupational Health and Safety Act and Regulations, and shall provide a copy of same to the Town of Essex.

18. Traffic Control

The successful bidder shall control traffic in accordance with Book 7, Temporary Conditions Ontario Traffic Manual, by the Ministry of Transportation, as published by the University of Toronto Press, as amended, and as required by the Town of Essex. The successful bidder shall maintain traffic lanes as specified in the Special Provisions. At the completion of each and every day, the successful bidder shall ensure that all delineations and signs are properly adjusted.

No payment will be made for traffic control unless otherwise specified in the Special Provisions.

19. Notice of Commencement of Works

Prior to commencing any work, the successful bidder shall inform the Manager, Parks and Facilities of their intention to commence work at least 48 hours prior to commencing. The successful bidder shall attempt to complete the work without delay once he has commenced the work. If for any reason the work does not proceed continuously then the successful bidder shall notify the Manager, Parks and Facilities.

20. Responsibility for Damages to Utilities

The successful bidder shall note that overhead and underground utilities such as electrical, gas, telephone, cable television and water are not shown on the drawing. It is the successful bidder's responsibility to contact Utility Companies for information regarding utilities, to exercise the necessary care in construction operations by obtaining locates from such utility companies and taking any other precautions to safeguard the utilities from damage. The successful bidder will be liable for any damages to utilities.

21. Reservation of Right

Bidders will not have the right to change conditions, terms or prices of the Request for Quotation once the quotation has been submitted in writing to the Town, nor shall bidders have the right to withdraw a Quotation once it has been submitted.

22. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Quotation, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Quotation will be published on the Town's website at www.essex.ca and Merx up to and including the closing date as indicated in Section 2. It is the sole responsibility of the bidder to review and respond to published addenda issued following the issuance of this Request for Proposal in their submissions.

If addenda are issued prior to three days of closing this Request for Quotation, the closing date of this Request for Quotation may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFQ:

(a) Bidders must submit requests for clarification by fax or email to the RFQ Corporate Contact, or as may otherwise be directed by the RFQ Corporate Contact.

(b) In submitting a request for clarification, a bidder must include its address, telephone number, facsimile number and email address.

(c) Where a question relates to a specific section of this RFQ, reference should be made to the specific section number and page.

(d) Requests for clarification must be submitted on or before **November 02, 2023**.

The Town of Essex will provide bidders with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to bidders by posting such Addenda on the Town's website at www.essex.ca and Merx. In answering a bidder's questions, The Town of Essex will set out the question(s), but without identifying the bidder that submitted the question(s) and may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate; and
- (c) answer similar questions from various bidders only once.

Where an answer results in any change to the RFQ, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

23. Pricing to Remain Firm

Pricing provided under this Request for Quotation shall remain firm for a period of Ninety days from the date of closing this Request for Quotation.

24. Harmonized Sales Tax

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Successful bidder will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

25. Measurement of Payment

Progress payment will be for work completed as of the date of the invoice, upon approval of the Manager, Parks and Facilities.

This agreement may be terminated should the successful bidder fail to fulfill the work in its entirety to the satisfaction of the Manger, Capital Works and Infrastructure. In addition, the Town of Essex may suspend the successful bidder's bidding privileges for a period not exceeding 12 months.

26. Procurement Policy By-Law / Governing Law

Quotations will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy By-Law Number 632, respecting purchasing (copy available upon request). By submitting a Quotation for this subject, the Contractor agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Quotation shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

27. Method of Submission

27.1. General Requirements

Quotations must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Quotations submitted under Request for Quotation RFQ-CS-23-006 must be clearly marked as follows:

**Town of Essex Beautification Program
Request for Proposal RFQ-CS-23-006**

Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Quotations provided by any bidder will be a breach of the Request for Quotation and will result in the total rejection of any bids received, or to be received from such bidder in any form, under this Request for Quotation.

27.2. Delivery of Quotations

Quotations delivered through a Courier Service shall be the responsibility of the bidder and shall result in the submission being rejected where:

- (a) The Quotation is delivered to a location other than that stated on the label provided by the Owner;
- (b) The quotation Envelope/Package enclosed in the Courier Envelope does not state "Quotation Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or

- (c) The Quotation is delivered later than the closing date and time.

27.3. Submission Labels

The bidder delivery label as supplied in Appendix E, by the Town of Essex, as part of this Request for Quotation and identified in Section 27.4 Mandatory Requirements, must be affixed to the outside of the Proponent's envelope without any extra covering.

For Courier delivered documents, Proponents shall ensure that the quotation response is enclosed within a separate envelope inside the Courier packaging with the Proponent delivery label affixed to the exterior as identified above.

27.4. Mandatory Requirements

Submissions under this Request for Quotation must include all of the following documents in addition to any and all requested documentation as set out within the contents of this Request for Quotation. Failure to include any of the following mandatory documents or other documentation as set out within the contents of this Request for Quotation, including but not limited to being properly signed/executed, filled out and dated as set forth in each of the individual appendices and statements, will disqualify a bid document submitted in conjunction with this Request for Quotation.

- (a) Appendix A - Form of Quotation
- (b) Appendix B - Bidder Identification Sheet.
- (c) Appendix C - Acknowledgement of Quotation Documents Received by Proponent and Addenda, duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.
- (d) Appendix D - Occupational Health and Safety Declaration for Construction Projects duly signed by a person authorized to bind the Proponent organization and affixed with the corporate seal if applicable.
- (e) Appendix E - Quotation Submission Label
- (f) Appendix F - Bidder Accessibility Agreement

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

- (g) Appendix G – Bidder's Experience/References
- (h) Appendix H - Bidder's Senior Supervisory Staff

28. Appendix A - Form of Quotation

**Request for Quotation
Town of Essex Beautification Program
(Must be returned with Quotation)**

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

In setting out prices Bidders are asked to submit their response **inclusive** of Harmonized Sales Tax (HST).

The Town of Essex will not consider nor pay for any extras from any Proponent not calculated in their pricing. Pricing to be based on the full scope of work as set out in this Request for Quote.

Year 1 (2024)	Price per Item/Unit	Estimated Quantity	Total Price
Pre-grown Hanging Baskets	\$	225 baskets	\$
Custom Grown Flowers and Plants (1 gallon)	\$	162 pcs	\$
Custom Grown 4" Plant Product (per scope)	\$	3300 pcs	\$
Custom Grown Flats	\$	32 flats Please specify Number of Plant cells per flat: _____	\$
Sub-Total 2024			\$
Sub-Total 2024 including 13% HST			\$
Grand Total 2024 including 13% HST			\$

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

The Town will be requesting that the successful bidder enter into one (1) year term (2024) contract with an option to renew, year by year, up to maximum three (3) years (2025 – 2027) subject to the mutual agreement including the prices, the quantities of the quoted items and the new items, etc. if any.

Name of Bidder _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

29. Appendix B - Bidder Identification Sheet

**Request for Quotation
Town of Essex Beautification Program
(Must be returned with Quotation)**

Name of Bidder/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Bidder or Signing Official Signature: _____

Corporate Seal (if applicable)

30. Appendix C-Acknowledgement of Quotation Documents

**Received by Bidder and Addenda for
Request for Quotation
Town of Essex Beautification Program
(Must be returned with Quotation)**

By affixing my/our signature below, the Bidder or authorized agent, hereby acknowledges and confirms the following four paragraphs:

- (a) I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Quotation for the supply of the same goods and services.
- (b) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Essex for the goods and services described herein.
- (c) I/We acknowledge that we have received the following addendum to this Request for Quotation and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Essex has been received.

Number of last addendum _____

Description of last addendum _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

31. Appendix D-Occupational Health and Safety Declaration

**Town of Essex Beautification Program
(Must be returned with Quotation)**

On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, chapter O.1, as amended (The "Ontario Health and Safety Act") through the duration and completion of all work performed under this Request for Quotation.

With respect to the good/service being offered pursuant to this Request for Quotation, including any subcontracted services, I/We acknowledge the responsibility to, and shall:

- (a) Fulfill all of the "constructor" obligations under the Ontario Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Ontario Health and Safety Act and its regulations;
- (b) Ensure that adequate and competent supervision is provided as per the Ontario Health and Safety Act to protect the health and safety of workers; and to
- (c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of injury or illness.
- (d) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Ontario Health and Safety Act.

Name of Bidder/Business _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

32. Appendix E - Quotation Submission Label

(Must be returned with Quotation affixed to the outside of the envelope)

Bidder Delivery Label

From: _____

Address: _____

Contact: _____

Telephone:

Deliver To:

**The Corporation of the Town of Essex
Request for Quotation RFQ-CS-23-006
Town of Essex Beautification Program
Attention: Jackson Tang, Assistant Manager, Business Services
E-Mail: jtang@essex.ca
33 Talbot Street South, Essex, Ontario, N8M 1A8**

33. Appendix F - Bidder Accessibility Agreement

**Request for Quotation
Town of Essex Beautification Program
(Must be returned with Quotation)**

By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature _____

Bidder/Business's Name _____

Signing Authority Name (if applicable) _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

34. Appendix G - Bidder's Experience/References

**Request for Quotation
Town of Essex Beautification Program
(Must be returned with Quotation)**

The Bidder shall list below, the locations (at least five) where similar work has been performed by this company within the last two years.

Location 1:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of completion of Work: _____

Location 2:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of completion of Work: _____

Location 3:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of completion of Work: _____

Location 4:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of completion of Work: _____

Request for Quotation RFQ-CS-23-006 Town of Essex Beautification Program

Location 5:

Name of Company: _____

Corporate Contact: _____

Phone Number: _____

Date of completion of Work: _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

35. Appendix H - Bidder's Senior Supervisory Staff
Request for Quotation
Town of Essex Beautification program
(Must be returned with Quotation)

The Bidder shall list below, the names, date of birth and experience of supervisory personnel to be employed in this contract.

Staff/Employee Name _____

Qualification and Experience _____

Staff/Employee Name _____

Qualification and Experience _____

Staff/Employee Name _____

Qualification and Experience _____

Staff/Employee Name _____

Qualification and Experience _____

Bidder/Business's Name _____ hereby certify that the information provided in this Statement and in any documents attached is true, correct and complete in every respect.

Signing Authority Name (if applicable) _____

Date of Signature _____

Bidder or Signing Official Signature _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)