



September 16, 2025

## Request for Quotations

OWNER: THE TOWN OF YARMOUTH (TOY)  
400 MAIN STREET  
YARMOUTH, NS B5A 1G2

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### Description:

The Town of Yarmouth ("Town") is inviting proposals from qualified vendors for the design, fabrication, and delivery of five (5) accessible bus shelters. The Town is committed to enhancing accessibility and inclusivity within our community infrastructure, ensuring that all residents have convenient and comfortable access to public transportation facilities.

The selected vendor will be responsible for the comprehensive design, fabrication, and delivery of bus shelters that comply with accessibility standards and reflect the aesthetic character of our town. The shelters must provide adequate protection from the elements and accommodate individuals with diverse mobility needs, including wheelchair users. **Installation of the shelters is not part of this RFQ.**

The Town may choose, later, to purchase additional shelters resulting from this RFQ.

### Scope of Work:

The scope of this project includes:

#### Structure:

- 1) Five (5) approximately 8' x 13' shelters, or smaller, if still able to meet CSA/ASC B651:23 guidelines for turning area for a person using a powered wheelchair.
- 2) Height clearance to be minimum 83"
- 3) Prefabricated aluminum structures
- 4) Clear tempered safety glass wall panels on all sides with single front entry
- 5) Entry width to meet CSA/ASC B651:23
- 6) Glass to be complete with yellow dot safety markings

- 7) Posts with adjustable levelling feet
- 8) Aluminum surfaces to be powder coated with premium polyester powder
- 9) Provide standard list of available colors
- 10) Stainless steel anchors and fasteners
- 11) Each shelter to include one 2-seat bench complete with aluminum frame to match the shelter and composite plastic seat
- 12) Must be manufactured by a vendor that specializes in prefabricated shelters and provide proof of experience
- 13) All welding is to be performed by Canadian Welding Bureau (CWB) certified welders
- 14) Roof to be factory assembled
- 15) Must suit local wind, snow, and seismic conditions
- 16) FOB and unloading of shelters at 227 Pleasant St, Yarmouth, NS B5A 2K2
- 17) Include detailed installation instructions, sketch and delivery timeline
- 18) Include a minimum one (1) year warranty against defects

**Bench:**

- 19) Bench frames to be constructed of aluminum, matching color to the shelter
- 20) Tubular frame with grey recycled plastic/composite slats
- 21) Overall length of no more than 114cm, width of 33cm
- 22) Stainless steel anchors and fasteners
- 23) Powder coated with standard provision of colors provided
- 24) Two seat capacity, no backrest
- 25) Arm rest each end and additional grab style handle located in the middle of the bench

**(Provisional) Solar Interior Light Kit:**

- 26) Includes tamper-proof securing hardware for solar panels and lighting
- 27) Provides a minimum light level of 30 lux as measured 24" from ground
- 28) Automatic operation dusk to dawn
- 29) 5-day minimum autonomy
- 30) Includes LED lights, solar panels, batteries and controller
- 31) Includes maintenance free lithium-ion battery

**(Provisional) Ad Display Module:**

- 32) Upgrade shelters to include (1) ad display module
- 33) (2) advertising faces
- 34) Non-illuminated
- 35) Copy size: 120cm W x 173cm H, TSA Standard
- 36) Top-hinged door fitted with 2 aluminum hinges
- 37) 5mm clear tempered safety glass

- 38) Fiberglass diffuser panel
- 39) Tamper-proof button pin-head door locking mechanism
- 40) Display to ship assembled as a module

### **Submission Information:**

The tender closing date will be Thursday October 2, 2025, at 3:00 p.m. Sealed tenders are to be returned to the office of the Chief Administrative Officer, 400 Main Street, Yarmouth, Nova Scotia, B5A 1G2 in a sealed envelope clearly marked Tender – Town of Yarmouth, RFQ Supply/Delivery Bus Shelters. Late tenders will not be considered and will be returned unopened. Fax or telephone bids will not be accepted.

### **General Terms and Conditions:**

1. The Town reserves right to accept or reject any quotation.
2. All questions must be in writing and fielded a minimum of 96 hours prior to the Quotation close via email to Chad LeBlanc, Director of Operational Services, [managerpw@townofyarmouth.ca](mailto:managerpw@townofyarmouth.ca)
3. For this quotation:
  - The “Contract” is the purchase order issued by the Owner to the Contractor resulting from this quotation to provide the specified items and services, and includes any other subsequent documents referenced by the purchase order.
  - The “Contractor” is the person, firm or corporation awarded the Work in whole or in part.
  - The “Owner” is the Town of Yarmouth.
  - The “Work” is the total construction contemplated, or the complete provision of goods/equipment, including delivery and set-up, or service, as specified in this quotation.
4. The Contractor shall complete the portion of the Work, as indicated in this quotation, or as agreed to between the Owner and the Contractor prior to award.
5. The Contractor shall be permitted to work at the site during normal business days, Monday to Friday, from 8:00 am to 4:30 pm. Any other hours of work shall be as agreed by the Director of Operational Services.
6. All subcontractors employed by the Contractor shall be subject to the same terms and conditions of the Contract and shall be under the supervision and control of the Contractor. The Owner may, in the sole opinion of the Owner, object to the use of a proposed subcontractor and require the Contractor to employ

another subcontractor. Nothing contained in this Contract shall create a contractual relationship between a subcontractor and the Owner.

7. All changes in the scope of the Work must be authorized in writing by the Owner to the Contractor, prior to the change in the Work proceeding. Approved changes to the scope of the Work shall not remove the responsibility of the Contractor to complete the Work, save for adjustments in the completion schedule for the revised Work. Adjustments in the Contract price and the Contract completion schedule resulting from changes in the scope of the Work shall be mutually agreed to by the Owner and the Contractor.
8. There shall be no variation in the quoted unit prices for items of the Work with respect to variation of actual quantities from estimated quotation quantities. All quotation prices shall include all sales taxes, customs duties and excise duties save for the Harmonized Sales Tax, which shall be calculated as a separate item on the total of prices for all quotation items of the Work. Provisional and optional prices shall be shown as separate prices and shall exclude HST.
9. Payment shall be made to the Contractor by the Owner within 30 days from receipt of invoice by the Town for items of the Work completed to the satisfaction of the Owner. Prices for the items of Work on the submitted invoice shall be per the quoted prices, and subsequent prices for changes in the scope of Work per section 7. Invoices shall be addressed to the Town of Yarmouth, **Attention Accounts Payable**.
10. Holdback of monies shall be retained from the total of prices submitted for the Work completed as applicable under the Nova Scotia Builders' Lien Act. The total payable to the Contractor shall be the total price of the items of the Work less holdback monies retained, as approved, plus the applicable Harmonized Sales Tax. No partial use of the Work or occupancy of the Work shall constitute acceptance of the Work or products which are not in accordance with these Quotation Specifications. Final acceptance of the Work shall be achieved when all items of the Work per the Contract including changes in the Work, are completed to the satisfaction of the Owner, notwithstanding the requirements of section 14.
11. The Contractor shall protect the Work and the Owner's property and property adjacent to the place of Work, and private property and chattels permitted in a public place, where the place of the Work is open to the public, and the Contractor shall be responsible for damage that may arise as the result of his/her operations under this Contract.
12. The Contractor shall be responsible for the proper performance of the Work only to the extent that these Quotation Specifications permit such performance. Subject to section 14, the Contractor agrees to correct promptly at his/her own expense defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of final acceptance of the Work, exclusive of any additional

manufacturers' warranties. The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of section 14.

13. The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work to ensure conformance with the Contract. The Contractor shall be solely responsible for means of construction and supply of equipment and services, per the quotation items of the Service, and for co-ordinating the various parts of the Work of the Contract.
14. Defective Work, equipment and service, whether the result of poor Workmanship, use of defective products or damage through carelessness or other act of omission of the Contractor, and whether incorporated in the scope of the Work or not, which has been rejected by the Owner as failing to conform to these Quotation Specifications, shall be removed promptly and replaced or re-executed promptly in accordance with the Contract at the Contractor's expense. Other contractors' Work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense. If in the opinion of the Owner, it is not expedient to correct defective Work or equipment or service, or same not performed in accordance with these Quotation Specifications, the Owner may deduct from the Contract price the difference in value between the Work performed, and that called for in the Contract
15. The Contractor shall indemnify and hold harmless the Town, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Contractor, any subcontractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
16. The Contractor shall provide the Town of Yarmouth with a current WCB Clearance Letter. It is the successful Contractor's responsibility to provide current clearance letter to the Town of Yarmouth for the duration of the Project or contract term.

The Contractor shall be fully responsible for the works of the workmen in his/her employ on the site. All equipment and materials shall be kept within the confine of the immediate work area so as not to impede access. The Contractor shall be required to ensure all work is done to Department of Labour Standards.

The Contractor shall submit a copy of current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia. Out of Province companies with a current and valid Certificate of Recognition (COR) from a Canadian

Federation of Construction Safety Associations recognized safety association shall obtain and submit a COR from Construction Safety Nova Scotia.

As part of the requirements to fulfil the Contractors Safety Program, the Town of Yarmouth requires the attached form to be completed and submitted with their submission.

17. The Contractor shall maintain his/her Certificate of Recognition or his/her Letter of Good Standing during the course of the Contract.
18. The Successful Proponent shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire duration of the project,
  - a. Commercial General Liability Insurance for a limit of no less than \$5,000,000 per occurrence. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability and contain a cross liability & severability of insured clause. The Town of Yarmouth shall be named as an additional insured but only with respect to the negligence of the Successful Proponent.
  - b. In addition to a. above, the Commercial General Liability policy should also include the following:
    - Written on an occurrence form
    - Hostile Fire
    - Contingent Employer's Liability
    - Products & Completed Operations
    - Broad Form Property Damage
    - Non-Owned Automobile Liability
  - c. Automobile insurance for a limit of no less than \$5,000,000 for Third Party Liability on all owned and operated vehicles including Mobile Contractors Equipment.
  - d. General Conditions that apply to a. b. and c. above
    - a) All policies shall be with insurers licensed to underwrite insurance in the Province of Nova Scotia.
    - b) Prior to execution of an agreement and within five business days upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Proponent shall promptly provide the Town of Yarmouth with a certificate of insurance confirming coverage.
    - c) All deductibles shall be the sole responsibility of the Successful Proponent.
    - d) All policies shall be endorsed to provide the Town of Yarmouth with not less than 30 Days' (15 days for Automobile) written notice of cancellation or material change detrimental to the Town of Yarmouth.
19. The Contractor shall only employ fully qualified, licensed, and experienced laborers, skilled tradespersons and heavy equipment and truck operators if applicable. Heavy equipment and truck

operators shall have clean driving abstracts for the Work. Equipment and trucks shall be maintained as per manufacturers' instructions for the efficient execution of the scope of Work of the Contract, and trucks shall be Nova Scotia inspected and licensed. The Owner reserves the right to inspect the Contractor's equipment at any time on the work site and rejects the use of equipment at the work site that is not inspected, licensed or in any other way inappropriate for the Work, at its sole discretion. The Owner reserves the right to request prior work references, and validation of worker training and qualification, including driver's abstracts, prior to awarding the Contract. Only approved workers shall be permitted at the work site. Such approval shall be at the Owner's sole discretion.

20. The Contractor shall maintain the site in a tidy condition free from the accumulation of waste products and debris. All surplus products, tools, machinery and equipment shall be removed upon completion of the Work. All waste and debris are to be disposed of promptly.
21. The Contractor shall provide sufficient notice to the Town Engineer for inspection of the Work, in whole or in part, to permit inspection by the Town Engineer and confirm compliance. The Town Engineer shall not give final acceptance of the Work until completion of cleanup.
22. The Town may waive minor differences in the quotations provided the differences do NOT violate the intent of the RFQ. No term or conditions shall be implied based on any industry trade practice or custom, any practice or policy of the quotation or the Town or otherwise, which is inconsistent or conflicts with provisions contained in this document. The Town reserves the right to reject any or all quotations, not necessarily accept the lowest quotation, or to accept any quotation which it may consider to be in its best interest. The Town also reserves the right to waive formality, informality or technicality in any quotation.
23. Contractor shall be responsible for and shall give notices and obtain all the licenses, certificates, approvals and permits required to perform the Work.
24. Contractor shall comply with all laws applicable to the Work and performance of the Contract.
25. This quotation is valid for acceptance for 60 days from the time of closing.

**RFQ Acknowledgement Form**

Town of Yarmouth (Town)  
**RFQ-BUSSHELTER-2025**  
Supply & Delivery of Five (5) Bus Shelters

We have reviewed the document and confirm that we acknowledge and agree to all the conditions of participation in the RFQ.

**Proponent's Contact Information is as follows:**

**Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Fax No:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Name and Title of Authorizing Officer:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**RFQ Financial Proposal**

<u>ITEM</u>	<u>PRICE</u>
1. Structure and bench	\$_____ ea
<b><u>Provisional Items:</u></b>	<b>Items that may or may not be selected at time of purchase.</b>
2. Solar Interior Light Kit	\$_____ ea
3. Ad Display Module:	\$_____ ea
4. Other: _____	\$_____ ea

**\*All prices excluding HST and are to be in Canadian Dollars only**

NOTE: THIS IS NOT AUTHORITY TO PROCEED WITH THE WORK DESCRIBED.

**Quotation Due Date: 3:00 p.m. local time Thursday, October 2, 2025.**

## CONTRACTOR SAFETY PROGRAM

Prior to starting work on Town of Yarmouth projects, the contractor shall submit the following to the Town of Yarmouth:

1. Proof of Liability Insurance (limits as defined in RFQ document)
2. Proof of Workers' Compensation
3. Contractors shall have a copy of current and valid accreditation issued by Nova Scotia Workers' Compensation Board or Certificate of Recognition (COR) issued by Construction Safety Nova Scotia. Out of Province companies with a current and valid COR from a Canadian Federation of Construction Safety Associations recognized safety association shall obtain and submit a COR from Construction Safety Nova Scotia.

While working on Town of Yarmouth projects, the contractor shall take every precaution that is reasonable to ensure the health and safety of persons at or near the workplace.

Contractors will provide documentation to the Town of Yarmouth to verify compliance with this program.

Acknowledged by:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Yarmouth

\_\_\_\_\_  
Date