



**REQUEST FOR TENDER**  
**DOCUMENT NO. PW-2020-03**

**TENDER FOR:**

**Roadside Brush Cutting**

**CLOSING DATE:**

**3<sup>rd</sup> day of September 2020 at 11:00 a.m.**

**SUBMITTED BY:**

\_\_\_\_\_  
*(Insert company name)*

**SUBMITTED TO:**

**Municipality of Centre Hastings  
7 Furnace Street  
Madoc, Ontario,  
K0K 2K0**

**Attn: Typhany Choinard, CAO/Clerk**

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## **POLICIES AND PROCEDURES**

**The following pages outline the general intention of this contract and the procedures that will be followed throughout the Tender process- introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document**

## **1.0 INTRODUCTION**

The Municipality of Centre Hastings (the “Municipality”) appreciates your interest in this Request for Tender (“RFT”).

This RFT covers the supply of a rubber tire excavator or equivalent with a rotary brushcutter with mulching disc, operator, and flagman. See **Section 7.0** for further details.

In this RFT, the successful Proponent shall be referred to as the “Contractor”.

## **1.2 Attachments (included)**

The following Attachments are provided for informational purposes:

Attachment 1 – Company Information

Attachment 2 – Map of Area

Attachment 3 – Sample Contract

## **1.3 Appendices (included)**

To be completed and submitted with Tender:

Appendix A – Acknowledgements

Appendix B – Pricing and Completion Schedule

Appendix C – References

## **2.0 CLOSING TIME**

Tender Bids are to be submitted to the Municipality of Centre Hastings, 7 Furnace Street, Madoc, Ontario, Attention: Typhany Choinard, CAO/Clerk **before 3<sup>rd</sup> day of September 2020 @ 11:00 a.m.**

The time registered on the Municipality of Centre Hastings digital phone system will be considered the official time of day when determining exact time of submission.

Bids received after the Closing will not be accepted and will be returned to the Proponent unopened.

## **3.0 BID OPENING AND RESULTS**

All Bids received on time will be opened 3<sup>rd</sup> day of September 2020 at the Municipal Office at 11:05 a.m.

The names of the respondents submitting bids and total bid amounts will be announced; however, no other Tender information will be released at this time.

A list of Proponents will be available after the opening in the "Bid Record Book", located in the Municipality of Centre Hastings Town Hall on the website at [www.centrehastings.com](http://www.centrehastings.com); or from Typhany Choinard, CAO/Clerk at 613-473-4030 ext. 212.

Proponents will not be notified in writing of the bid results.

Proponents acknowledge that by submitting a tender, they have made themselves fully aware of the requirements and that any and all inquiries pertaining to this tender have been satisfied and are included as part of the submitted price.

#### **4.0 MUNICIPAL CONTACT PERSONS**

Proponents with questions related to the detailed specification or the nature of the work required may contact only, Kevin Hart, Manager of Public Works, **in writing only**, by email to [khart@centrehastings.com](mailto:khart@centrehastings.com), or by fax 613-473-5444.

Questions related to the Tender process itself, should be emailed to Typhany Choinard, CAO/Clerk, Municipality of Centre Hastings, **in writing only**, by email to [tchoinard@centrehastings.com](mailto:tchoinard@centrehastings.com), or by fax 613-473-5444.

Any questions, requests for information, or comments on this RFT should be addressed **not later than 4:00 p.m. on 1st day of September 2020** to allow staff time to respond or to prepare and distribute an addendum as necessary, and to allow time for Proponents to receive and process the new information.

In accordance with of the Municipality's Purchasing Policy, Municipal Council members and employees, other than the employees who are the official contact persons identified in the RFT, are prohibited from discussing any aspect of a Tender process with a prospective Proponent from the time the RFT is issued until such time as an award report has been prepared and submitted to the appropriate approval authority.

Proponents are cautioned, therefore, to deal exclusively with the Municipal Contact persons referenced in this Section.

#### **5.0 INSTRUCTIONS TO PROPONENTS**

##### **5.1 Addenda**

It may be necessary for a variety of reasons to issue addenda that may include, but not be limited to:

- a. Correction to, or clarification of, the RFT.
- b. Extension of the closing date.

- c. Retraction or cancellation of the RFT.

**Potential Proponents must provide the Municipality with company information**, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.0

All addenda issued to potential Proponents who have provided contact information will include a covering letter asking the recipient to confirm receipt of the most recent addendum and any previous addenda.

Addenda will be faxed, emailed, or mailed to the latest address as provided by the Proponent. It is the Proponent's responsibility to notify the appropriate Department Head and issuer of the RFT of any change to their fax number, email or mailing address.

Although the Municipality will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent's ultimate responsibility to ensure all addenda have been received and are reflected in their Tender.

## 5.2 Tender Submission

### 5.2.1 Original

The Tender shall include:

- a. All addenda that have been issued.
- b. All requirements of this RFT, as set out in **Section 8.0 "To Include in Tender"**.

The Tender shall be typed or written in ink. It shall contain original signatures where required.

**5.2.2** The Tender shall be made upon the forms provided. The prices tendered shall be valid for a period of one hundred twenty (120) days from the Closing.

**5.2.3** A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to "**Municipality of Centre Hastings, 7 Furnace Street, Madoc, Ontario, K0K 2K0**", Attention Typhany Choinard, CAO/Clerk and marked **Roadside Brush Cutting - Document # PW-2020-03** and include the name and address of the Proponent.

**5.2.4** Proponents are cautioned not to send Tenders **collect** by courier, or with insufficient postage. **Costs for Tenders determined to be received "COLLECT" by courier, or with insufficient postage, will not be accepted.**

**5.2.5** Faxed or emailed Tenders will not be accepted

## **6.0 GENERAL TERMS AND CONDITIONS**

### **6.1 Freedom of Information Act**

The Proponent hereby consents to the disclosure of the information contained in this Tender, pursuant to **The Municipal Freedom of Information and Protection of Privacy Act**, R.S.O. 1990, C.M. 56 (“MFIPPA”).

This RFT is a public document. By responding to this RFT, respondents waive any challenge to the Municipality’s decisions in this regard. If any submittal contains confidential technical, financial, or other types of information, the respondent must clearly label the specific portions sought to be kept confidential and specify the exemption that the respondent is relying upon. Marking all or substantially all of a response as confidential may result in the response being considered non-responsive.

Notwithstanding the foregoing, respondents recognize and agree that the Municipality will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure of information or materials to third parties.

Any decision made under MFIPPA may be appealed to the Information and Privacy Commissioner of Ontario, who may direct the release of such information.

The identity of Proponents, as well as the successful Tender amount, may be available to the public on the Municipal website as part of the award process.

The MFIPPA Coordinator for the Municipality is the Municipal Clerk. Any questions regarding the MFIPPA may be directed to the Municipal Clerk at 613-473-4030 extension 212.

### **6.2 Employees**

In the performance of this Contract, the Contractor shall be an independent contractor. Neither the Contractor nor any of their employees shall be deemed to be employees of the Municipality.

### **6.3 Costs Incurred**

The Municipality shall not, under any circumstances, be responsible for any costs incurred by the Proponent in the preparation of the Tender.

### **6.4 Accept/Reject**

The Municipality reserves the right to reject any or all Bids, for any reason whatsoever and to accept only Bids considered best for its interest and to waive formalities as the interests of the Municipality may require without stating a reasons, therefore, the lowest or any Bid may not necessarily be accepted.

## **6.5 Causes for Rejection**

**6.5.1** The following represent circumstances that would result in a Tender being rejected:

- a. Tender received late (will not be opened).
- b. Tender received where a pre-qualification process or meeting is mandatory and has not been met by the Proponent (will not be opened);
- c. Correct version of Tender form not used.
- d. Tender not complete.
- e. Tender not legible in whole or in part.
- f. Tender not completed in ink or type.
- g. Tender not signed.
- h. "Agreement to Terms and Conditions", when required, is not executed or included with the Tender.
- i. Other mandatory forms or details required and clearly shown in the RFT as being required upon submission of a Tender are omitted.

**6.5.2** The following represent circumstances where a Tender is questioned but may be accepted after examination or correction:

- a. Tender containing simple arithmetic errors as determined during evaluation process.
- b. Tender not acknowledging correct number of addenda issued.

## **6.6 Subcontractors**

No subcontracting of any part of the contract shall be permitted without the authorization of the Municipality.

Where the Municipality approves subcontracting, the Contractor shall be held fully responsible to the Municipality for the acts and omissions of his subcontractors and of persons directly or indirectly employed by them, and for the acts and omissions of persons directly employed by him.

All subcontractors utilized in the performance of this Contract must be listed and a description of the work each subcontractor will perform included with the Tender **(see Section 8.4 and Appendix C)**.

## **6.7 Cancellation of Contract**

The Municipality reserves the right to cancel the Contract if the goods or services are unsatisfactory if delivery requirements are not met or if invoice amounts do not match with the tendered prices. The Municipality may also cancel the Contract without cause by means of a thirty (30) day advance written notice.

## **6.8 Changes to Work When Contract Underway**

No deviation from the specifications shall be made by the Contractor in the execution of the work, without the written approval of the Municipality.

The Contractor shall furnish a complete breakdown of any costs beyond the Tender amount to support the additional amount in the form of a "Request for Change Order".

The Municipality will not pay the Contractor any amounts over and above the Tender amount unless the Municipality and the Contractor agree to a price change as the result of changes in the work required before the additional work is undertaken.

#### **6.9 Rights of the Municipality**

The Municipality will retain the right to ensure that an acceptable standard of use, service and operation is maintained.

The Municipality reserves the right to communicate with one or more Proponents following the Tender close to clarify elements of the submission.

#### **6.10 Municipality's Right To Terminate Contract Under Certain Conditions**

If the Contractor is adjudged as bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should except in case of any event beyond his reasonable control, refuse or fail to supply enough properly skilled workmen or proper materials or equipment, after having received seven days' notice in writing from the Municipality to supply additional workmen, or materials, or equipment; or persistently disregard laws, ordinances, or instructions of the Municipality, or otherwise be guilty of a substantial violation of the provisions of the contract, then the Municipality, upon notification to the Contractor that sufficient cause exists to justify such action, may without prejudice to any right or remedy, by giving the Contractor seven (7) days written notice, terminate the contract of the Contractor, and finish the work by whatever method is considered expedient, but without undue delay.

In such case, the Contractor shall not be entitled to receive any further payment until all work is finished. If the outstanding balance due on the contract price shall exceed the expense of finishing the work, including compensation to the Municipality for its additional services, such excess shall be paid to the Contractor. If such expense shall exceed unpaid balance, the Contractor shall pay the difference to the Municipality. The Municipality shall determine the expenses incurred by the Municipality through the Contractor's default.

#### **6.11 Protection of Work and Property**

The Contractor shall be held responsible by the Corporation 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 carried out under this contract. Additionally, the Contractor will be required to make good all such damage at his own expense to the satisfaction of

the Municipality.

The Contractor shall be fully responsible for ALL accidents arising by reason of execution or non-execution, or non-repairs of the said works, or by reason of any failure to comply with the requirements of this clause and shall fully indemnify the Municipality in respect thereof.

The Contractor shall always conduct the work, 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.

#### **6.12 Indemnification**

The Contractor will always indemnify and save harmless the Municipality, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by the Municipality, its agents or employees, by reason of the errors or omissions of the Contractor, in regard to this Tender or any contract which results there from, including any charges arising as a result of any health and safety violation on the part of the Contractor. The Contractor hereby grants to the Municipality full power and authority to settle any action, suit, claim or demand on such terms as the Municipality may deem advisable, and hereby covenants and agrees to pay the Municipality on demand all monies paid by the Municipality pursuant to any such settlement, together with the reasonable costs of the Municipality or its solicitor in defending or settling any such action, suit, claim or demand.

#### **6.13 Confidentiality**

The Contractor recognizes that it may, by the nature of the goods and services being provided to the Municipality, have access to confidential information. It is understood and agreed that the Contractor, its employees, agents, representatives, and officers, (the " Contractor ") shall hold all information, whether confidential or not, in the strictest confidence.

The Contractor shall not disclose, nor permit by any act or failure to act the disclosure of, any information to any third party at any time during or after the term of its contract with the Municipality. Nor will the Contractor use any information however obtained as a result of performing duties for the Municipality for its own commercial, financial, or personal advantage. The Contractor also acknowledges that it may be held both criminally and civilly responsible for any breach of confidentiality.

#### **6.14 Execution of Work**

The Contractor shall always execute the whole of their work in a workmanlike manner, comprehending what may be reasonably implied from the specifications.

The whole work shall be completed to the satisfaction of the Municipality. If the Contractor fails to perform the Work as required on any particular date, the Municipality at its discretion may have others do the work and charge the Contractor. See Section 1.8 in Sample Contract.

### **6.15 Conflict of Interest**

The Contractor covenants that the Work will be undertaken without a conflict of interest and that during the course of the Work, the Contractor shall not undertake any work for any other client, which would result in a conflict of interest, without the prior written consent of the Municipality.

### **6.16 Insurance**

#### **6.16.1 Liability Insurance**

The Contractor shall procure and maintain Comprehensive General Liability Insurance, which shall:

- a. Have a limit of liability of not less than **two million dollars (\$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 Contractor.
- c. Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to the Municipality.
- d. Name the "Corporation of the Municipality of Centre Hastings" as an additional insured party; and
- e. Contain a cross-liability clause.

The insurance company must be satisfactory to the Municipality.

The Contractor shall pay for all premiums and expense incurred with the insurances.

#### **6.16.2 Vehicle Insurance**

The Contractor shall maintain adequate vehicle insurance in the amount of **two million dollars (\$2,000,000)** for all Company vehicles as applicable to be used in the provision of the Contract requirements.

#### **6.16.3 Professional Liability Insurance**

The Contractor shall maintain Professional Liability Insurance in the amount of **one million dollars (\$1,000,000)**.

**6.16.4 Proof of Insurance**

The Proponent shall provide proof of insurance, as required in **Section 6.16.1, 6.16.2, and 6.16.3** with their Tender.

In the event that satisfactory proof of insurance cannot be provided, a letter from the Proponent's insurance company confirming that the Proponent will be able to obtain the required insurance will suffice.

**6.16.5 Certificate of Insurance**

Prior to the start of any work, the Contractor shall file with the Municipality, together with the signed contract documents, a Certificate of Insurance, clearly stating that the insurance complies with all the requirements listed in **Section 6.16.1, 6.16.2 and 6.16.3**.

**If the Contractor does not provide the Certificate of Insurance as herein requested, the Contract may be terminated and will be awarded to the next qualified Proponent.**

**6.17 Workplace Safety and Insurance Act/Employment Insurance**

It is the Contractor's responsibility to ensure that the Municipality is always in possession of a valid and current "Certificate of Clearance".

The Contractor must furnish the Municipality with a valid and current "Certificate of Clearance" from the WSIB upon the awarding of the contract. The Municipality will not execute the contract in the absence of a valid and current "Certificate of Clearance".

**If the Contractor does not provide a copy of a valid and current Certificate of Clearance as herein requested, the Contract may be terminated and may be awarded to the next qualified Proponent.**

Payments to the Contractor will not be made by the Municipality if the "Certificate of Clearance" supplied to the City is no longer valid and current.

The Contractor, at its sole expense, shall be responsible for providing: (1) all benefits and contributions required pursuant to the **Workplace Safety and Insurance Act**, and other applicable law, including but not limited to the **Employment Insurance Act**, to its employees; and (2) the payment of other incidental expenses to its employees.

**6.18 Workplace Hazardous Materials Information Systems ("WHMIS")**

The Contractor shall provide the Municipality with Material Safety Data Sheets ("MSDS") for all WHMIS products used for this Contract. A copy of these MSD Sheets must always be available at the site for the duration of the Contract.

**6.19 The Occupational Health and Safety Act**

The Contractor shall comply with all conditions and regulations of the **Occupational Health and Safety Act, 1990** and Regulations for construction projects 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.

**6.20 Loss and Damage**

The Municipality will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the said work, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the work or for any injury to any person or persons, either workers or the public, or for any damage to the adjoining property. The Contractor will properly guard and make good all damage which may arise or be occasioned by any cause connected with the contract, or the work done by the Contractor, and will indemnify and keep indemnified the Municipality against the same, until the completion of all the work required.

**6.21 Tools and Equipment**

All equipment, tools, supplies, etc. delivered to the job site by the Contractor, prior to, during, or after carrying out the work, will be the responsibility of the Contractor.

**6.22 Approvals**

It shall be the Contractors' responsibility to ensure that they are in compliance with all Provincial and Federal legislation and regulations that pertain to the type of work being carried out under this contract.

**6.23 Safety Requirements**

The Contractor must ensure that, during the performance of the work outlined in the Contract, their personnel are equipped with and wear the necessary safety apparel, including headgear, footwear and other equipment as appropriate and in compliance with the latest written legislation.

**6.24 Co-ordination of Services**

The Contractor will be responsible for coordinating the response to, and involvement of, all other required services or facility suppliers, including but not limited to, Natural Gas, Hydro, Telephone, Water as required.

**6.25 Contract**

The Contractor agrees that they will execute a Contract (see **Attachment 1 – Sample Contract**) with the required number of copies and return them to the Municipality, **within ten (10) business days** along with:

- a. All required Certificates of Insurance.
- b. Articles of incorporation and a copy of any amendments thereto.
- c. Other required documentation as per this RFT.

**In the event that the Contractor fails to execute the Contract in accordance with the foregoing requirements, the Contractor agrees that the Municipality may at its discretion, enter into a contract with the next qualified Proponent.**

## **7.0 TENDER DETAILS AND SPECIFICATIONS**

### **7.1 Introduction**

The Municipality intended result of this Tender call will be the signing of a contract with a qualified provider for the supply of a rubber tire excavator or equivalent with a rotary brushcutter with mulching disc, operator and flagman for approximately 150 hours each year. It should be noted that the Municipality will hold the right to re-assess the work yearly. Contractors are asked to provide pricing based on a two (2) year option. This range of pricing is requested to allow the municipality to assess the feasibility of such a contract, while giving potential bidders some security that they will have a commitment to a contract.

### **7.2 The Site**

Each Proponent must visit the site and satisfy themselves as to the location, conditions, and constraints of the area in question.

Submission of a Tender by the Proponent is evidence that such visit has been conducted and the Proponent is aware of all limitations and restrictions of the site. If selected as the Contractor, the Proponent agrees not to submit a specific claim for compensation due to adverse soil conditions and natural conditions, or any adverse general or local conditions.

### **7.3 Scope of Work**

The Municipality is required to provide safe and convenient roadway facilities. These facilities consist of both the travel portion of the road and the adjoining median and/or shoulder areas. Brushing maintenance is essential for providing a "Clear Zone" and greater sight distance. Therefore, it is imperative that all equipment is in sound mechanical condition and is operated in a safe, efficient manner in accordance with the Municipal and Provincial standards and direction provided by the Manager of Public Works. The Contractor shall provide his own traffic control as set out in Ontario Traffic Manual, Book 7.

The scope of work involves supply of the specified equipment with qualified operator and flagman to perform the operation.

Work will consist of brushing the roadside back to the outer edge of the township's property or as directed by the Foreman.

Height of finished cut shall not exceed 100 millimetres.

Contractor shall base the amount of brushing with the hours specified, solely on travelling the Township Roads.

Roadside brushing shall mean both sides of roadway unless directed different by the Foreman.

**The road MUST be kept free from any debris as a result from brush cutting.**

#### **7.5.1 Performance**

All work must meet the approval of the Municipality. Otherwise the Municipality may request the work be redone at the Contractor's expense.

### **8.0 TO INCLUDE IN TENDER**

#### **8.1 Tender Format**

The Proponent shall provide the information requested below to support the scope of work. Note that the required information must be clear and concise and, therefore, should not exceed ten (10) single-sided pages in total length, excluding information relating to the Proponent contact information, profile, and **Appendices A to C**.

**The Tender must be organized with headings and order of presentation as listed below.**

#### **8.2 Acknowledgements**

The Proponent shall provide completed **Appendix A – Acknowledgements**, confirming any addenda received.

#### **8.3 Pricing and Completion Schedule**

The Proponent shall provide completed **Appendix B – Pricing and Completion Schedule**, providing the firm price for supply, delivery, and installation, in Canadian Funds, at the Municipality of Centre Hastings, H.S.T. extra.

The Proponent shall provide their GST registration number or indicate if they operate as a Small Trader with the Federal Government.

The Proponent shall provide a completion schedule in **Appendix B**.

Prices shall remain firm for a period of 120 days from the date of the Tender Closing.

#### **8.4 References**

The Proponent shall provide completed **Appendix C – References** – providing a list of not less than **three (3) references for work completed within the last five years**, and that may be contacted by Municipal staff.

The Municipality reserves the right to contact any or all the supplied references and may disqualify Proponents who have been given negative performance/service and/or quality ratings by supplied references or other references contacted.

#### **8.5 Company Profile**

The Proponent shall clearly identify full name, addresses, phone numbers, and fax numbers, of the Company. The Tender should also identify the individual authorized as a signing authority to negotiate the Tender in the event the Proponent is selected.

The Proponent shall outline their ability to meet the following competencies:

- a. Previous experience with related similar size/type projects – for design and installation; and
- b. Technical/professional knowledge; and
- c. Planning and organizing ability.

#### **8.6 Meets Specifications**

The Proponent shall provide sufficient details that provide confirmation that all equipment and work meet the requirements of **Sections 7.0**.

**Failure by the Proponent to provide such confirmation may result in rejection of the Tender as null and void.**

#### **8.7 Other Mandatory Documents To Include**

- a. Proof of insurance (see **Section 6.16.3**)

#### **9.0 Project Schedule**

This project is on a tight timeline, and must adhere to the following schedule as closely as possible:

Closing date of RFT

3<sup>rd</sup> day of September 2020

#### **9.1 Contract Award**

Based on the evaluation criteria Based on the evaluation criteria a recommendation on Contract award will be prepared and presented to the Corporation of the Municipality of Centre Hastings's Council.

Council shall review the recommendation and make an award.

Where two or more responsible bidders have submitted bids and have scored the same and that score is the best score bid by the responsible bidders, bidders shall be advised in writing by the Manager of Public Works that the Tender to be recommended for acceptance will be decided by means of a draw.

The names of the bidders in question shall be placed in a container and the name of the bidder whose Tender shall be recommended for acceptance shall be drawn in the presence of at least two witnesses.

Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

By responding to this Tender call, Bidder(s) accept the terms and conditions outlined in this Tender call and that the decision of the Corporation's Council is final and binding and will not be subject to review.

The Corporations reserves the right to accept or reject all or any portion of the Tender, as may be in the best interests of the Corporations.

On approval of the Tender, the Manager of Public Works or their designate shall immediately send a **Notification of Acceptance** to the successful Bidder advising them that their bid has been accepted and advising when the documents will be available for execution.

## **10.0 ERRORS AND OMISSIONS**

It is understood and agreed that this RFT includes specific requirements and specifications. The Municipality shall not be held liable for any errors or omissions in any part in this RFT.

Nothing in the RFT is intended to relieve the Proponent from forming their own opinions and considerations with respect to the matters addressed in the RFT.

There will be no consideration of any claim after submission of Tenders, that there is a misunderstanding with respect to the conditions imposed by the contract.

## **11.0 TENDER CHECKLIST**

The Proponent is responsible for ensuring that the submission is complete, by providing the following in a sealed envelope:

### **11.1 One (1) original to include:**

- a. All addenda issued, with original signatures; and
- b. All documentation to address **Section 8.0 "To Include in Tender"**.

### **11.2 Two (2) copies of the following:**

- a. All documentation to address **Section 8.0** (may be photocopies).

**Attachment 1**

**Contact Information**

\_\_\_\_\_  
Dated of Quote Picked Up

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**Email to: [khart@centrehastings.com](mailto:khart@centrehastings.com) or Fax to: 613-473-5444**

**Potential Proponents must provide the Municipality with company information, including street address, fax number and email address, to be advised of addenda when issued or further information. Information should be provided to the Municipal Contact persons referenced in Section 4.**





## 1.2 Services

The services to be provided by the Contractor and the Municipality for the Project are set forth in Article 2, as supplemented pursuant to Section 1.22, and such services as changed, altered or added to under Section 1.6 are hereinafter called the "services".

## 1.3 Compensation

The Municipality shall pay the Contractor in accordance with the provisions set forth in Article 3.

## 1.4 Staff and Methods

The Contractor shall use current state of the art principles and shall skilfully and competently perform the Services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Contractor's staff with the approval of the Municipality. The Contractor shall have the prior agreement of the Municipality before making any changes to the staff list after commencement of the Project.

## 1.5 Intellectual Property

All concepts, products or processes produced by or resulting from the Services rendered by the Contractor in connection with the Project, or which are otherwise developed or first reduced to practice by the Contractor in the performance of their services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Municipality.

## 1.6 Changes and Alterations and Additional Services

- a) The Municipality, in consultation with the Contractor, may in writing, at any time after the execution of this Contract, delete, extend, increase, vary or otherwise alter the Services required under this Contract.
- b) In the event that the Municipality increases the overall Services required, the Municipality shall where appropriate, pay the Contractor for the additional service based on an approved Change Order in accordance with Article 3 of the Contract.
- c) In the event that the Municipality decreases the overall Services required under this Contract, the Municipality may reduce the amounts prescribed, at its sole discretion, in accordance with Article 3 of this Contract.

### 1.7 Suspension or Termination

The Municipality may at any time for non-performance or not complying with the agreed work schedules by notice in writing to the Contractor suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Contractor shall perform no further Services other than those reasonably necessary to close out their Services. In such an event, the Contractor shall be entitled to payment for work related to the close out of services in accordance with Subsection 3.1.

If the Contractor is practising as an individual and dies before their services have been completed, this Contract shall terminate as of the date of their death, and the Municipality shall pay for the services rendered and disbursements incurred by the Contractor to the date of such termination.

### 1.8 Indemnification

The Contractor shall indemnify and save harmless the Municipality, their employees, officers and agents from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Municipality, their employees, officers or agents may suffer as a result of the negligence of the Contractor, their employees, officers or agents in the performance of this Contract.

### 1.9 Insurance

#### a) Comprehensive Commercial General Liability and Automobile Insurance

The Contractor shall maintain insurance for the duration of the contract. Coverage shall consist of a comprehensive Commercial General Liability policy covering public liability and property damage insurance acceptable to the Municipality in an amount not less than \$2,000,000.00 and automobile insurance for both owned and non-owned vehicles to be used by the Contractor during its delivery of the services in an amount not less than \$2,000,000.00. The Commercial General Liability policy shall name the Municipality as an additional insured and contain a cross-liability clause there under and the Contractor shall forward proof of insurance as the Municipality may direct.

#### b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$1,000,000.00. When requested, the Contractor shall provide to the Municipality a Certificate of Professional Liability Insurance carried by the Contractor.

c) Change in Coverage

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Contractor until (30) days after written notice of such change or cancellations has been personally delivered to the Municipality.

1.10 Contracting for Construction

Neither the Contractor nor any person, firm or corporation associated or affiliated with nor subsidiary to the Contractor shall submit a Tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.11 Assignment

Neither party may assign this Contract without the prior consent in writing of the other.

1.12 Previous Contracts

This Contract supersedes all previous contracts, agreements, arrangements, or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.13 Approval by Other Authorities

Unless otherwise provided in this Contract, where the work of the Contractor is subject to the approval or review of an authority, department of government, or agency other than the Municipality, such applications for approval or review shall be the responsibility of the Contractor, but shall be submitted through the offices of the Municipality and unless authorized by the Municipality in writing, such applications for approval or review shall not be obtained by direct contact by the Contractor with such other authority, department of government or agency.

1.14 Inspection

The Municipality, or persons authorized by the Municipality, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.15 Publication

The Contractor agrees to obtain the consent in writing of the Municipality before publishing or issuing any information regarding the Project.

### 1.16 Confidential Data

The Contractor shall not divulge any confidential information communicated to or acquired by them or disclosed by the Municipality while carrying out the services provided for herein. No confidential information shall be used by the Contractor on any other project without the approval in writing of the Municipality.

### 1.17 Time

The Contractor shall perform the Services expeditiously to meet the requirements of the Municipality and shall complete any portion or portions of the services in such order as the Municipality may require and the Municipality shall have the right to take possession of and use any completed or partially completed portions of the Work notwithstanding any provisions expressed or implied to the contrary.

The Municipality shall give due consideration to all designs, drawings, plans, specifications, reports, Tenders, Tenders and other information submitted by the Contractor, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay the work of the Contractor.

### 1.18 Schedules

#### 1.18.1 Preparation of Schedule of Request for Payment, Schedule of Progress

The Contractor shall, prior to the execution of this Contract provide, for approval by the Municipality:

- a) A Schedule showing an estimate of the portion of the services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month; and
- b) A Schedule of Progress; and
- c) A Schedule of Request for Payment for work completed at the end of each monthly period.

#### 1.18.2 Subsequent Changes in the Schedule of Fees and/or Schedule of Progress

The Contractor will require prior written approval, from the Municipality for any of the following:

- a) Any increase in the fees beyond those approved under Section 3.1.

- b) Any change in the schedule of progress which results in a longer period than provided in the schedule referred to in Subsection 1.18.1(b).

1.19 Federal and Provincial Requirements

The Contractor shall abide by all applicable Federal and Provincial Legislation and Regulations thereto as these may relate to, but not limited to, the employment of staff, compensation, Workplace Safety & Insurance Board (WSIB), OHSA etc.

1.20 Term of Project

- a) The Term of the Project will be defined in the Schedule of Progress described in 1.18.1(b), and from that, the term of this Contract expires on November 30, 2014 or as otherwise approved by the Municipality and subject to 1.20(b).

1.21 Appendix

**Appendix A** – Completed Tender Submission for Tender Document No. M-2014-02, attached, including Project Schedule and Work Program.

The Appendix supplements Articles 2(a) ("Services to be Provided by the Contractor") and 2(b) ("Services to be Provided by the Municipality "). If any conflicts exist between the Appendix and Articles 2(a) and 2(b), the Municipality shall, act reasonably, resolve such conflict.

1.22 Conflict of Interest

The Contractor shall disclose to the Municipality prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest does exist, the Municipality may, at its discretion, withhold the assignment from the Contractor until the matter is suitably resolved, and further

That if during the conduct of an assignment with the Municipality the Contractor is retained by another Municipality giving rise to a potential conflict of interest, then the Contractor shall so inform the Municipality. If a significant conflict of interest is deemed to exist, then the Contractor shall refuse the new assignment or shall take such steps as are necessary to remove the conflict of interest.

ARTICLE 2 - SERVICES

Services to be provided as part of this Contract include the following:

**ARTICLE 2 a) - SERVICES TO BE PROVIDED BY THE CONTRACTOR**

- The supply a rubber tire excavator or equivalent with a rotary brushcutter with mulching disc, operator, and flagman for approximately 150 hours each year for the next two (2) years. It should be noted that the Municipality will hold the right to re-assess the work yearly.
- All as described in Section 7.0 of RFT PW-2020-03

**ARTICLE 2 b) - SERVICES TO BE PROVIDED BY THE MUNICIPALITY**

- Attendance at Project Team meetings, as requested.
- Review, approval, and payment of monthly Municipal invoices in accordance with this Contract.
- Review and approval of on-going Contractor work in a timely manner.
- Provide available background information to the Contractor, as requested.

**ARTICLE 3 - FEES AND DISBURSEMENTS****3.1 Fees for Completion of the Project**

The total fees and disbursements paid by the Municipality to the Contractor shall not exceed the total amount per hour of \_\_\_\_\_ for the provision of:

**The supply a rubber tire excavator or equivalent with a rotary brushcutter with mulching disc, operator, and flagman for approximately 150 hours each year for the next two (2) years. It should be noted that the Municipality will hold the right to re-assess the work yearly.**

All fees tendered in Article 3.1 are exclusive of applicable taxes. Under no circumstances whatsoever shall the Contractor's total fees and disbursements exceed the fees tendered in Article 3.1 without the prior written approval of the Municipality.

**3.2 Payment****3.2.1 Lump Sum Fee Basis**

- a) Fees for the scope of work covered under this Contract will be on a lump-sum fee basis, inclusive of all designs, specifications, labour and material costs.
- b) Monthly progress invoices will be based on the percentage of project completed or milestones achieved.

**IN WITNESS THEREOF** the parties hereto have executed this agreement by officers properly authorized on the day and year set out below.

SIGNED, SEALED AND DELIVERED at \_\_\_\_\_, Ontario, this \_\_\_\_ day of \_\_\_\_\_ 2020.

**CONTRACTOR:**           NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized  
Official or Principal

\_\_\_\_\_  
WITNESS (required if the  
Supplier is not a Corporation)

\_\_\_\_\_  
(Print Name and State Title)

\_\_\_\_\_  
WITNESS (if required)

\_\_\_\_\_  
Signature of Authorized  
(Corporate Seal)  
Official or Partner

I/We have authority to bind the corporation

**THE CORPORATION OF THE MUNICIPALITY OF CENTRE HASTINGS**

7 Furnace Street, PO Box 900, Madoc, ON K0K 2K0

\_\_\_\_\_  
Tom Deline, Mayor

\_\_\_\_\_  
Typhany Choinard, CAO/Clerk

**Appendix A****ACKNOWLEDGEMENTS**

**I/WE ACKNOWLEDGE** that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person making a Tender for the same work and is in all respects fair and without collusion or fraud.

**I/WE ACKNOWLEDGE** that all matters stated in the submitted Tender are in all respects true.

**I/WE ACKNOWLEDGE** that \_\_\_\_\_ addenda have been received and that it is my/our ultimate responsibility to ensure all addenda issued have been received.

**I/WE ACKNOWLEDGE** that I/WE have carefully read Request for Tenders **PW-2020-03 Roadside Brushing Cutting**, and have satisfied ourselves as to the conditions under which the work is to be carried out, and do hereby make an offer with the Corporation of the Municipality of Centre Hastings to provide the necessary services for the completion of the **Supply of a rubber tire excavator or equivalent with a rotary brushcutter with mulching disc, operator and flagman** at pricing indicated in **Appendix B – Pricing and Completion Schedule**.

**I/WE ACKNOWLEDGE** and warrant that the price submitted shall be firm for a period of one hundred-twenty (120) days from the date of the Tender Closing.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**Appendix B****PRICING AND COMPLETION SCHEDULE****1. Pricing**

<b>ITEM NO.</b>	<b>DESCRIPTION OF ITEM</b>	<b>ESTIMATED</b>	<b>2020 - 2021 BID PER HOUR</b>
1	Roadside Brush Cutting Year One & Two	150 hrs. Per Year	\$ _____

**2. HST**

HST Registration Number is: \_\_\_\_\_

**OR**

Operates as a Small Trader with the Federal Government: \_\_\_\_\_

**3. Completion**The timeframe for **commencement** of the project will be \_\_\_\_\_ (indicate # days after notification of award of the Work).The timeframe for **completion** of the project will be \_\_\_\_\_ (indicate # days after commencing the Work).

I/We have read the Quote Documents thoroughly, and understand the contractual requirements contained therein. Accordingly, I/We undertake to execute these contractual requirements for a total sum of:

\$ \_\_\_\_\_

**AMOUNT****AMOUNT IN WRITING**

**Appendix B – cont'd**

Please list here all equipment proposed to be used for this contract.

**MACHINE**

MAKE	MODEL	YEAR

**CUTTING HEAD**

MAKE	MODEL	TYPE	YEAR	WIDTH

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Firm or Organization Name

\_\_\_\_\_  
Signing Authority

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Fax Number

**Appendix C****REFERENCES**

If insufficient space is provided in this table, please provide required information in the same format and attach to this Appendix.

	<b>Municipality/ Organization</b>	<b>Date of Work</b>	<b>Project</b>	<b>Contact Name/Phone</b>	<b>Position</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					

## **Glossary and Definitions**

### **Contractor**

A Contractor is a supplier to government who is providing goods or services subject to the terms and conditions of a contract with the Municipality. Most often, the term contractor is used to refer to a supplier of services.

### **Evaluation Committee**

An evaluation committee is a group of individuals responsible for evaluating Tenders received in a competitive procurement process, such as a response to a Request for Tenders (RFT).

### **Proponent**

The term proponent refers to a vendor who responds to a Request for Tenders (RFT) by submitting a Tender. The successful proponent is the vendor who is selected from the competitive process to supply government with the goods or services required.

### **Request for Tenders (RFT)**

Request for Tenders (RFT) refers to the process and documents used in government to solicit Tenders from vendors which will be evaluated on price as well as other criteria, including vendor qualifications and the proposed solution.

### **Solicitation**

Solicitation involves the act of obtaining bids, tenders, offers or tenders.

### **Supplier**

The term supplier is often used interchangeably with the term vendor. However, in the context of government procurement, a supplier is a vendor who has been selected through a procurement process to supply government with goods or services.

### **Vendor**

In the context of government procurement, any party that is in the position of being able to sell goods or services to government (i.e., a potential supplier) is a vendor. Solicitation processes are designed to solicit bids and Tenders from many vendors.