



The Corporation of the Township of Mulmur
758070 2nd Line East
Mulmur, On L9V 0G8

REQUEST FOR QUOTATION

FOR

GOODS AND SERVICE

RFQ-2019-03

**FOR ROADSIDE DITCHING
(EXCAVATOR or GRADALL TYPE Machinery with Operator)**

QUOTATIONS - on forms as supplied by the Township of MULMUR, in sealed envelopes clearly marked as to contents, will be received by the undersigned until 1:00 p.m. local time on Friday February 15, 2019.

THE LOWEST OR ANY PARTICULAR QUOTATION NOT NECESSARILY ACCEPTED. THE TOWNSHIP OF MULMUR RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL QUOTATIONS.

For further information, please contact

John Willmetts
Director of Public Works
Phone (705) 466-3341 ext. 224
Fax (705) 466-2922
E-mail: jwillmetts@mulmur.ca

DATE ISSUED: January 21, 2019

1. BACKGROUND

The Township of Mulmur will require assistance for roadside ditching by a contractor with a gradall type machine on a day-by-day basis. Township is requesting quotes/bids from interested parties, on an hourly flat rate for a machine and operator.

2. SCOPE OF WORK

To perform extensive roadside ditching whether by oneself or with the assistance to or from the Township Roads department throughout the township road network, as indicated by the designated Township representative.

3. EQUIPMENT

List equipment and year of equipment that will be used, on bid/quote form supplied.

4. MAINTENANCE

All vehicles and equipment shall be maintained in good running order for duration of rental period. You must keep the designated Township Representative informed if vehicle or equipment will be out of commission for any length of time, thereby delaying the time to complete the job at hand. Vehicles and equipment must be fully roadworthy as laid down by the Highway Traffic Act of Ontario.

5. RENTAL CONDITION

Vehicles and equipment provided for the purpose of this contract are accepted at risk of the supplier. No claim, demand or legal proceedings are to be brought against the Township in respect of damage to vehicles and equipment.

6. MEASUREMENT FOR PAYMENT

Charges of equipment rental shall not commence until the Contractor has received work instructions from the Township or their representative. Rental equipment will be measured in hours or fractions thereof.

7. QUOTATION/BID REQUIREMENTS

- a. The Quotation form as supplied for this quotation must be used and will be received by the Contract Administrator or their duly authorized representative until 1:00 p.m. local time on Friday February 15, 2019. Quotes received after closing time will not be considered. **Quotes must be placed in a sealed envelope clearly marked as to the contents.**
- b. The Quotation must be legible and prepared in ink or by typewriter. Any erasures or overwriting of prices must be initialed.
- c. The quote/bid must not be restricted by a statement added to the Quotation Form, a covering letter, or alterations to the Quotation Form provided by the Township.
- d. Adjustments by facsimile or letter to a Quote/Bid already submitted will not be considered. A Bidder desiring to make adjustments to a Quote/Bid must withdraw the Quote/Bid and supersede it with a later quote/Bid submission.
- e. **Fax or E-mailed Quotes/Bids will not be accepted.**

- f. All quotes/bids shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the Successful Bidder(s), whichever occurs first.
- g. All expenses involved with the preparation and submission of quotations/bids to the Township or any work performed in connection therewith shall be borne by the Bidder.
- h. The Township expects that all costs to complete the work shall be included in the quotation/bid. Additional costs identified during completion of the project must be submitted in writing and approved by the Township prior to completion of the work.

8. LIMITATION OF DAMAGES

The Bidder waives any claim for loss of profits, overhead expense, liabilities, costs, expenses, loss or damage incurred, sustained or suffered by themselves prior or subsequent to or by reason of the acceptance or the non-acceptance by the Township of any quote/bid or by reason of any delay in the acceptance of a quotation, or matters in respect of the competitive process, except as provided in the tender bid.

9. ERRORS AND OMISSIONS

It is understood, acknowledged and agreed that while this Request for Quotation includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this request, the information is not guaranteed by the Township to be accurate, nor necessarily comprehensive or exhaustive. Nothing in the request is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Request for Quotation. There will be no consideration of any claim, after submission of Quotation, that there is a misunderstanding with respect to the conditions imposed by the contract.

10. INDEMNIFICATION

The successful Bidder will, at all times, indemnify and save harmless the Township, their officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suit or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by the Bidder or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Bidder under this Request for Quotation and subsequent agreement.

11. AWARD

The Township reserves the right to accept or reject any or all quotation(s)/bid (s), to negotiate with the Successful Bidder(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Township is not obligated to award a contract to any Bidder pursuant to this Request for Quotation.

12. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (MFIPPA)

In accordance with MFIPPA, this is to advise that any personal information Bidders provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Quotations submitted become the property of the Township. Bidders are reminded to identify in their Quotation material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Quotations are not to be identified as confidential. The information contained in this Quotation document may be utilized by the Bidder solely for the purpose of preparing a Quotation/Bid for submission to the Township. The Township does not authorize any other use of the information for any other purpose. Bidders must indicate clearly within their Quotation information they consider to be confidential. The Township is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended and once a quotation/bid is accepted it does become public information and must be disclosed upon a request by any member of the public.

13. LAWS AND REGULATIONS

The Successful Bidder shall comply with the relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Successful Bidder shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. ACCESSIBILITY STANDARDS

All Bidders and Bids must comply with any legislation and regulations which may be applicable to the performance of the Contract, including the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c. 11 (the "AODA"). The Contractor shall ensure that all of its employees, agents, volunteers, or others engaged by the Contractor in the delivery of Work receive training in accordance with Section 6 of Ontario Regulation 429/07 made under the AODA.

15. WORKPLACE SAFETY AND INSURANCE BOARD

Within 48 hours after council approval and prior to signing the contract the Successful Bidder shall provide the Township with a copy of current WSIB Clearance Certificate or Independent Operator Status unless self employed. It is the Successful Bidder's responsibility to provide and maintain current clearance certificates to the Township for the duration of the Project. (See Schedule "A" enclosed).

16. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Township of Mulmur Health & Safety Guidelines. (See Schedule "A").

17. SMOKE FREE WORKPLACE

The *Smoke-Free Ontario Act* states that no smoking is permitted in enclosed workplaces and enclosed public places. At all Township locations smoking is also prohibited within a nine-metre radius surrounding any entrance or exit. Any person convicted of an offence under the *Smoke-Free Ontario Act* could be subject to a maximum fine of \$100,000.

18. SUB-CONTRACTORS

The Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the Township of Mulmur. The Contractor shall be held as fully responsible to the Township for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

19. SCHEDULE OF ITEMS AND PRICES

Price shall be submitted in Canadian funds with the Harmonized Sales Tax (HST), if applicable, shown separately on invoice. Please note any other pricing options available on quotation form.

QUOTATION FORM

FOR PROVISION OF ROADSIDE DITCHING (EXCAVATOR OR GRADALL TYPE) (Machine & Operator Hourly Rate)

RFQ-2019-03

I/WE..... propose and agree to perform the following work for the Township of Mulmur and to comply with the Contract Administrator (Director of Public Works or Designates), wishes throughout.

1. For the provision of roadside ditching equipment and operator to include but not limited to:

Gradall / Excavator: At a flat rate of \$_____ per hour. plus HST

Tandem dump trucks: At a flat rate of \$_____ per hour. plus HST

Tri-axle dump trucks: At a flat rate of \$_____ per hour. plus HST

2. That all debris shall be removed from the traveled roadway and shoulders.
3. That all safety devices (signage) shall be in place prior to and during the daily work (supplied by Township).
4. That this contract shall be completed by October 31, 2019 or unless otherwise detailed.
5. A Penalty Rate of \$100.00 per day will apply for every day after the completion date has lapsed.
6. The Township of Mulmur reserves the right to reject any or all quotation bids and the lowest or any particular bid not necessarily accepted.

I/We have read and agree to the above terms and conditions.

Signature: _____ Date: _____

Address: _____ Phone # _____

Return to:

John Willmetts
Director of Public Works
Township of Mulmur
758070 2nd Line east
Mulumur, On L9V 0G8

SCHEDULE A – OCCUPATIONAL HEALTH & SAFETY

NOTICE TO ALL CONTRACTORS

CORPORATE STATEMENT - OCCUPATIONAL HEALTH AND SAFETY

The Corporation of the Township of Mulmur is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, contractors, agents and others on our premises. Accordingly, a corporate health and safety policy and procedure manual has been adopted and implemented and shall be adhered to.

ALL CONTRACTORS SHALL:

Demonstrate establishment and maintenance of health and safety program with objectives and standards consistent with applicable legislation and with the Corporation of the Township of Mulmur's health and safety policies and requirements.

As required by the Township, submit a copy of acceptable liability insurance documents meaning the documents issued by an insurance company which is licensed to operate by the Government of Canada or the province of Ontario, which certify that the vendor is insured in accordance with what is prudent for their industry or service including at least the following: Liability Insurance, endorsed to name the Township as an "Additional Insured" in the minimum amount of \$2 million for commercial general liability insurance PER OCCURRENCE with NO ANNUAL AGGREGATE and \$2 million limit for automotive liability insurance. Where applicable, the successful vendor must supply Insurance documents indicating compliance with stated requirements, PRIOR to the execution of any contract. The Chief Administration Officer or Director of Public Works shall approve exceptions to the above requirements.

As required by the Township submit a valid and current copy of Workers Safety and Insurance Board Number clearance certificate, past accident records and/or CAD 7 calculations and/or Cost and Frequency Rate, and/or independent Operator I.D. #, and ensure updated information is forwarded to the Township over the duration of a contract. Prior to final payment, a vendor may be required to submit proof of current WSIB coverage in good standing.

Where confidential areas / departments are involved, all contractor employees must sign a Confidentiality Agreement.

Include health and safety provisions in their management systems to reach and maintain consistently a high level of health and safety.

Ensure that workers in their employ are aware of WHMIS guidelines regarding hazardous substances that may be in use at their place of work and wear appropriate personal protective equipment as may be required.

Upon request at any time from award to completion of contract, submit proof of fulfillment of above responsibilities.

Your co-operation and assistance in this matter is appreciated and vital to the Health and Safety of all.

***Additional specific Health and Safety requirements may be required depending on the situation at hand, please read the particular request for bid document for further clarification**