



Township of McNab/Braeside Public Works Department

REQUEST FOR TENDER WM-2020-01 Grinding Services

Date of Issue: Thursday October 1, 2020

Closing Date: Thursday October 15, 2020 at 2:00:00pm

**TOWNSHIP OF
McNAB/BRAESIDE**

PUBLIC WORKS DEPARTMENT

**REQUEST FOR TENDER
WM-2020-01
Grinding Services**

| Company's Name | Total Bid Amount (From Section 9.0) |
|-----------------------|---|
| | \$ _____ (Includes 13% HST) |

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1.0 INSTRUCTION/SCOPE OF WORK

The Township of McNab/Braeside is intending to grind brush, wood and yard waste material at the municipal landfill site located at 573 Calabogie Road. Qualified parties with experience in similar work are invited to submit a Tender outlining their experience, qualifications, and proposed work plan, by no later than the closing date/time identified below.

Tender must be submitted to:

Mr. Ryan Frew, Director of Public Works
Township of McNab/Braeside
2473 Russett Drive, R.R.2
Arnprior ON K7S 3G8

Completed and sealed tenders must be delivery to the Township office at 2473 Russett Drive, R.R.#2 Arnprior, ON K7S 3G8.

It will be the bidder's responsibility to ensure the tender is received by the Township prior to the specified closing date and time.

Any inquires during the submission process are to be directed to Mr. Frew via email (rfrew@mcnabbraeside.com) or alternately, by telephone or fax (Tel. (613) 623-5756 x 227 OR Fax: (613) 623-9138). Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the Request for Tender will be circulated in writing as an Addendum to all registered document takers who have received the Request for Tender document from the Township.

To ensure fairness to all proponents, any and all questions that require detailed clarification or that may materially alter this Tender shall be submitted in writing (email form is acceptable) by no later than 2 (two) business days prior to the closing date.

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this Tender, the proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision, direction or clarification of same. The primary contact will determine the extent of resolution required.

2.0 GENERAL INSTRUCTIONS TO BIDDERS

2.1 CLOSING DATE/TIME

Sealed and marked bids will be received until 2:00:00 PM on Thursday October 15, 2020. Bids will be opened immediately following the closing date and time.

2.2 BIDDER IDENTIFICATION

Each bid shall contain the full name of the proponent, and be duly signed by a person with binding corporate authority.

2.3 SUBMISSION OF TENDER

- **Schedule of Items & Unit Prices:** Tender shall be submitted on the blank form herewith provided and shall give the lump sum and/or unit prices for the work.
- **Proponent Information Experience:** The proponent information experience shall be submitted on the blank form herewith provided.
- **Addenda:** Bidders shall sign and date all addenda and attach copies to the submitted tender.

2.4 ACKNOWLEDGEMENT

The proponent acknowledges that they have carefully reviewed this RFT, including any and all other related relevant documents, and understands the scope of work proposed; further, they confirm that their proposal is based entirely on the terms, specifications, requirements and conditions as set out in the RFT document.

2.5 ACCEPT OR REJECT PROPOSALS

The proponent is advised that the Corporation of the Township of McNab/Braeside reserves the right to reject any or all bids. The Township may also, at its sole discretion, award the proposed work to other than the low bidder. The proponent is advised that failure to satisfy any term or condition of this RFT may result in the rejection of said proposal. Further, any incomplete bids, bids not properly signed/dated, bids received after the closing date/time, bids that contain restrictions and/or provisions, bids completed in pencil, bids with incomplete calculations, bids lacking required information, will be rejected as incomplete.

2.6 FREEDOM OF INFORMATION

The proponent acknowledges that any information or documents provided in response to this RFT may be released pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). This acknowledgement shall not be construed as a waiver of any right to object to the release of any information or documentation.

2.7 AMENDMENT OR WITHDRAWAL OF BIDS

The proponent may amend or withdraw their proposal prior to the closing date and time by submitting a clear and detailed written notice to the RFT contact. All proposals become irrevocable after the closing date and time.

2.8 ACCEPTANCE OF BID

If the proponents bid is accepted, the proponent agrees to execute an agreement to undertake the scope of work (as defined in this RFT) within 10 (ten) days of Notice of Award to the successful proponent.

2.9 BINDING AGREEMENT

All proposals shall be final and binding on the proponent for a period of 30 (thirty) days from the closing date and time and may not be altered by any subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Township.

2.10 PROPOSAL EXPENDITURES

The Township will not reimburse any proponent for any costs related to the preparation of a proposal response to this RFT. Without foregoing any generalities, this shall extend to any onsite review, presentations, and any supplemental information provided, and shall also extend to subsequent negotiations, if any, with the Township.

2.11 RELATED EXPERIENCE/PROFESSIONAL REFERENCES

Proponents must provide examples that substantiate their respective experience on similar municipal works. The proponent shall list their experience, work of a similar nature, and any other pertinent information; they may also submit additional project-related information as an appendix to the RFT. The proponent is advised that the Township may, at its discretion, contact any and all individuals listed as professional references for the purposes of evaluating the proponents capabilities/capacity to undertake the scope of work proposed in this RFT.

2.12 ADDENDA

In the event that questions/responses to this RFT require amendments or modifications to the original document, such amendments shall be circulated in writing as an Addendum to all registered document takers who have received the Request for Tender document from the Township.

3.0 GENERAL CONDITIONS

3.1 EXTENT

The Contractor shall be liable for all costs of doing the work, including labour, benefits, equipment, operating materials and taxes.

3.2 OWNER'S RESPONSIBILITY

The Contractor shall indemnify and hold harmless the Township, his agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

3.3 PERMIT, LICENSE & REGULATIONS

The Bidder shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, by-laws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing construction safety.

3.4 AUTHORITY TO CHANGE

No changes shall be made from the Tender Specifications without the approval of the Director of Public Works.

3.5 ACCESSIBILITY

The Township is committed to the accessibility principles of preventing and removing barriers in accessing goods and services to people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time. Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the contractor, i.e. successful bidder/proponent, shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation.

3.6 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The Contractor acknowledges that they will comply with these regulations and that they will be the Constructor under said Act as it relates to the completion of this tender.

3.7 INSPECTION AND TESTING

The Owner and/or its' representative shall at all times have access to the work, whether during preparation or while work is in progress, and the general contractor shall provide proper facilities for such access and inspection.

3.8 PROTECTION OF PROPERTY

- a) The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Township's or surrounding property must be made good to the satisfaction of the Corporation of the Township of McNab/Braeside;
- b) The Contractor shall maintain adequate fire protection at the site, portable fire extinguishers, etc., to the satisfaction of the Corporation of the Township of McNab/Braeside.
- c) Temporary safeguards and protection shall be provided to adequately guard against injuries to the public, particularly children and workmen by accidents around and adjacent to the project.

3.9 DELAY IN PROJECT

All damage, loss, expense and delay incurred or experienced by the Contractor in the execution of the work, by reason of unanticipated difficulties, shall be borne by the Contractor and shall not be the subject of a claim for additional compensation.

3.10 TERMINATION

The Corporation of the Township of McNab/Braeside reserves the right to cancel this agreement upon any violation of this agreement or the quality of work and/or performance of equipment.

3.11 ASSIGNMENT

The Contractor shall not assign the Contract nor the proceeds without the written consent of the Township.

3.12 FAILURE TO COMPLETE

Where the Contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the Work or has otherwise failed to perform any of the provisions of the Contract, the Township may, upon serving written notice of intent to take action to complete by whatever means deemed necessary. In addition to any other remedy available in law or equity, the Township may use all monies due on the Contract to correct or complete said work.

3.13 WHIMIS

The contractor must provide a list of any designated substances and/or WHIMIS controlled materials that will be brought onto the worksite, as well as material safety data sheets for same.

4.0 PROJECT DESCRIPTION

4.1 The intent of this tender is to provide a lump sum bid for the supply of grinding services for Fall 2020. This service shall include all labour, tools, equipment and other items necessary for handling, grinding and stockpiling of brush, stumps, tree trunks, yard waste and wood waste at the Township of McNab/Braeside Landfill Site located at 573 Calabogie Road within the Township of McNab/Braeside.

The Township has two (2) active brush/yard waste/wood waste stockpiles which are included in the scope of work. See below for general location on the site.



4.2 Under the terms of this contract, the Contractor shall be required to:

1. Provide a finished material screened to a size no larger than 150 mm in length. Bidder may be required to produce a sample of the material manufactured by their grinder.

2. Any additional accumulation of material between the time of inspection and completion of the grinding will be considered incidental to the job and no additional payment will be made.
3. It is our understanding that the pile(s) is relatively free of metals with exception of nails, staples, and etc. used for assembly of some items.
4. As part of this RFT, a safety plan is to be provided for grinding and wood waste operations, including emergency contact numbers.
5. Working hours (for grinding) are Monday to Saturday 7:30 a.m. to 6:00 p.m. Contractor is responsible for securing the site if working outside of the landfill's normal operating hours.
6. The Contractor shall notify the Director of Public Works or contact designated immediately of any spills, accidents, occurrences, incidents or violations with a written report to follow within 24 hours directed to the Director of Public Works or their designate.

5.0 EXAMINATION OF SITE

Each Bidder is expected to attend to view the proposed work site before submitting the RFT and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Bidder shall determine the difficulty of the facilities to be encountered. The Contractor shall not claim at any time after submission of RFT that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The site can be viewed during normal operating hour which are 8:30am to 4:00 pm on Tuesday, Thursday and Saturday.

6.0 COMPLETION OF WORK

The Contractor shall set the starting date in coordination with the Director of Public Works or their designate and the anticipated completion date is on or before December 18, 2020. The work shall be completed within 14 calendar days of the start date as set between the Contractor and the Director of Public Works.

7.0 INSURANCE REQUIREMENTS

7.1 INSURANCE

The successful contractor, and each and every sub-contractor (if applicable) shall, for the term of the contract, take out and keep in effect with insurers licensed to carry on business in the Province of Ontario, at their own expense, the following Insurance:

7.2 LIABILITY INSURANCE

The successful bidder shall maintain sufficient General Liability insurance and shall provide to the Township proof of such insurance in the form of a Certificate of Insurance to the satisfaction of the Township and providing as a minimum requirement the following:

- a) \$2,000,000 in General Liability Insurance policy covering public liability and property damage and contain a "Cross Liability" clause or endorsement.
- b) Certificates must provide; for thirty (30) days notice to the Township in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- c) Certificates to name the Corporation of the Township of McNab/Braeside as additional insured with respect to work performed.
- d) Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.

7.3 OWNED AUTOMOBILE LIABILITY

Automobile liability insurance in respect of licensed vehicle shall have limits of not less than two million dollars inclusive per occurrence for bodily injury, death and damage to property , in the following forms endorsed to provide the Owner with not less than 30 days written notice in advance of any cancellation, change, or amendment restricting coverage:

- a) standard non-owned automobile policy including standard contractual liability endorsement, and
- b) standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the Contractor.

7.4 WORKPLACE SAFETY AND INSURANCE BOARD CLEARANCE

The proponent shall provide proof of WSIB clearance prior to execution of the agreement.

7.5 CERTIFICATE OF INSURANCE

At the commencement of the work, the Contractor shall provide the Corporation of the Township of McNab/Braeside with a Certificate of Insurance.

7.6 MINISTRY OF ENVIRONMENT (MOE) CERTIFICATE

The equipment furnished is to be specifically designed for the use intended. Bidders shall have a Ministry of the Environment and Climate Change (MOECC) Certificate of Approval or Environmental Compliance Approval (Air) for their portable grinding equipment, and shall provide the certificate number with their bid submission.

7.7 PROVINCIAL SAFETY REQUIREMENTS

All work done under this RFT shall comply with the current Provincial Safety Requirements.

8.0 BIDDER INFORMATION/EXPERIENCE

8.1 PROPONENT/BIDDER INFORMATION

All fields must be completed by the Proponent

Company Name: _____

Address: _____

City/Province/Postal Code: _____

Phone Number: _____ Fax Number: _____

Email: _____

Authorized Signing Authority: _____
(Full Name & Title)

Signature: _____
I have authority to bind the Corporation

Date: _____

8.2 PROJECT EXPERIENCE

The proponent must provide examples of similar work, including a list of professional references that can confirm relevant experience/qualifications as relates to the proposed scope of work identified in this RFT document.

Project Examples

| Project Value | Description |
|---------------|-------------|
| | |
| | |
| | |

Professional References

| Contact Name | Company | Contact Email/Phone |
|--------------|---------|---------------------|
| | | |
| | | |
| | | |

9.0 SCHEDULE OF ITEMS & UNIT PRICES

9.1 BIDDER'S DECLARATION

- a) The Bidder declares that it has obtained and read the provided documents.
- b) The Bidder declares that it understands and agrees to be bound by the provided documents.
- c) Without limiting the generality of Section 9.1 (a) the Bidder declares that it has, at the time of Submission, fulfilled all of those obligations under the Tender, which are required to be fulfilled by the time of Submission.
- d) The Bidder declares that all information, which it has provided or will provide to the Township, is true.

9.2 BIDDER'S OFFER

- a) The Bidder hereby agrees to do the work in accordance with the attached instructions
- b) The Bidder hereby agrees to do the work and to accept payment at the unit prices specified in the Schedule of Prices.
- c) The Bidder's total Tender, based on the estimated quantities in the Schedule of Prices is:

\$ _____
(price in words)

(\$ _____)
(price in numbers)

9.3 SCHEDULE OF PRICES

| Item No. | Description | Unit | Estimated Quantity | Amount |
|----------|--|---------------------------|--------------------|--------|
| 1 | Grind Brush and Wood/Yard Waste Material | Lump Sum | 1 | \$ |
| | | SUB TOTAL | | \$ |
| | | PLUS HST (13%) | | \$ |
| | | TOTAL TENDER PRICE | | \$ |

MOECC certificate number as per Section 7.6: _____

Anticipated Start Date: _____

Firm Name

Authorized Signature

Date

Bidder's Comments: _____
