



**THE CORPORATION OF  
THE TOWNSHIP OF GEORGIAN BAY**

**REQUEST FOR PROPOSAL  
No. 2019-13**

**ROADSIDE DITCHING**

Quotation Close: 2:00 P.M. May 29, 2019

**TOWNSHIP OF GEORGIAN BAY**

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# TOWNSHIP OF GEORGIAN BAY



## SECTION A

# INFORMATION TO BIDDERS

## TOWNSHIP OF GEORGIAN BAY

### SECTION A

### INFORMATION TO BIDDERS

#### A.1 SCOPE OF PROPOSALS:

This Request for Quotation is a re-issue of RFQ 2019-04 which was cancelled and awarded.

This work shall consist of the supply and operation of a machine in accordance with the minimum specifications as outlined on the attached Contractor's Statement and Form of Tender to perform roadside ditching.

The Contractor shall be responsible for providing traffic control in accordance with the Ontario Traffic Manual Book 7, including, but not limited to flag persons where required.

The Township does not guarantee a minimum or maximum quantity of hours. The Township budget is typically between \$10,000 and \$25,000.

The Township shall identify areas of work and if required erect grade and alignment stakes.

The Contractor shall excavate from the back of the ditch towards the edge of shoulder and load material into a truck (supplied by the Township) for off site disposal. Ditch side slopes shall not exceed a 3:1 grade.

Entrance and road culverts shall be cleaned by hand with shovels, rakes, etc.

#### Operator

The operator of the equipment shall be experienced and qualified to perform efficient, quality work. Substitution of operator will be only with prior consent of the Township and shall be only with properly qualified operators.

The Contractor will be responsible for payment of the wages and legislated payroll obligations of any operators hired to operate the said

equipment and, when requested, shall furnish evidence to the satisfaction of the Township that these obligations have been paid in full. Should the Contractor fail to do so, the Township shall have the right to withhold from payments on this contract such sum or sums of money as would be sufficient to cover any defaults under any Acts, Federal or Provincial, and the Township shall have the right to pay same.

The Township reserves the right to assess the qualifications and workmanship of any operator. Written concerns will be delivered by hand or registered mail to the Contractor. The Contractor has seven (7) days from receipt of same to respond satisfactorily to the Township or rectify the situation within the terms and conditions of this contract. If the situation is not rectified, the Contractor can be found in default of this contract and the contract cancelled forthwith with no penalties to be paid to the Contractor.

#### Location

All work will be done within the Township of Georgian Bay, on publicly owned property.

#### Cancellation of Contract

The Director of Operations reserves the right to cancel this contract:

- a) If the Contractor is not performing in accordance with the terms of this contract.
- b) After notification to the Contractor in writing of his intent to cancel and stating the breach of contract involved.

#### Term of Contract

This contract is for the 2019 season.

#### Contract Season

The Contractor must be available to perform work between June 30th and October 30th, 2019 as required with a minimum 24 hours notice. In the event the Contractor is unavailable to perform the work. The work may be offered to the next contractor that has supplied a Quotation.

#### Time of Work

All work shall be performed during Operation Department hours, or as directed by the Director of Operations or his designate.

Working hours will only be when Operation employees are on shift unless otherwise notified by the Director of Operations or his designate. Hours of operation will be set hours between Monday and Thursday 7:00 a.m. to 5:30 p.m. or as otherwise set out by the Director of Operations or his designate with a half-hour break.

Working hours will be calculated to the closest quarter hour and will not include lunch break.

No work will be performed on statutory holidays.

### Hourly Rate

The average hourly rate as quoted by the Contractor will be payment in full for all work done under this contract. The adjustment of hourly rates will be completed at the end of the contract. The number of hours will be summarized daily by the Director of Operations or his designate and will include only those active working hours.

Payment will be made on a monthly basis submitted according to hired equipment records signed by the Contractor and the Foreman or his designate.

## **A.2 QUESTIONS & CLARIFICATIONS**

It will be the Proponent's responsibility to clarify any details in question, not mentioned in this contract before submitting their Proposal.

Questions relating to this Proposal must be received by March 29, 2019 before 2 p.m. and can be **faxed to the attention of: Mike Taylor Operations Supervisor at (705) 538-1328 or e-mailed to same at [mtaylor@gbtownship.ca](mailto:mtaylor@gbtownship.ca).**

Answers to pertinent questions, will be responded to and shared with other proponents, via an addendum, to ensure a level playing field for all Proponents. Questions received after this date and time will not receive a response.

A clarification does not form part of the Proposal document.

Any modifications to the document, or answers to questions, will be in the form of addenda, which will be issued by the Operation Supervisor and posted on the Township of Georgian Bay website in accordance with the schedule of events in section A.3 below.

Proponents are notified that any errors or omissions in the Proposal may render the Proposal invalid.

**A.3 SUBMISSION, CLOSING AND OPENING OF PROPOSALS:**

Proposals must be submitted in a sealed envelope that should be labeled RFP 2019-04 ROADSIDE DITCHING and will be received until the proposal closes **at 2:00 p.m. local time on May 29, 2019 by:**

Brad Sokach, Director of Operations  
Township of Georgian Bay Municipal Office  
99 Lone Pine Road  
Port Severn, ON L0K 1S0

The envelope must include the name of the company supplying the response on the outside of the sealed envelope.

**Each proponent is asked to submit one (1) original and one (1) copy of their proposal.**

Emailed or faxed copies will not be accepted.

The Proposal envelope will be marked by the Director of Operations authorized representative with the time and date that the envelope was received at the Administration Office. The use of any means of delivery of a Proposal shall be at the risk of the Proponent.

All Proposals must be submitted on corporate letterhead, in non erasable medium, and duly signed by an authorized official. No electronic or facsimile responses will be accepted.

It is the responsibility of the Proponent to ensure that couriered proposals are delivered to the Director of Operations by the proposal closing time. Misdirected couriered proposals, proposals received after the closing date\time\place will **not** be accepted and will be returned unopened. Requests for extensions of closing date or time will **not** be granted and adjustments to proposals by telephone or facsimile will not be considered.

All proposal submissions must conform to the terms and conditions set out herein. Failure to do so may cause the submission to be rejected.

A proponent may withdraw or alter the Proposal at any time up to the specified time and date for Proposal closing by submitting a letter bearing the Proponent's signature to the Director of Operations or the authorized representative who will mark thereon the time and date of receipt. The Proponent's name and the contract number shall be shown on the envelope containing such letter.

To ensure similarity in proposal presentation and to facilitate the comparison of competing proposals by the evaluation team, proponents shall complete the Township's forms supplied within the document.

Schedule of Events:

Request for Proposal Release	May 13, 2019
Deadline for Queries	May 23, 2019 – 2 p.m.
Addendum Release – If Required	(24 hrs following query deadline)
Closing Date	May 29, 2019 – 2 p.m.
Proposal Opening	May 29, 2019 – 2:05 p.m.
Anticipated Notice of Award	Week of June 2, 2019

Proposal openings are to be public, and a summary of bid prices shall be read out as well as a written summary of this information will be available for public viewing following the opening and shall be also provided on request at any time.

The successful proposal documents (in their entirety), as well as unsuccessful bidders names and bid values become public information and may be disclosed upon a request of the public. **Successful bids will become a public document in their entirety.**

**A.4 PROCESS REQUIREMENTS:**

In addition to the requirements of Section A.3, bidders short-listed may be asked to have a representative(s) attend a Review meeting (*In-Camera*) to give a brief overview of their proposal, and to answer any questions.



**A.5 TOWNSHIP CONTACT PERSONS:**

Questions with respect to this process or requests for further information, or clarification must be directed to the Operation Supervisor via e-mail ([mtaylor@gbtownship.ca](mailto:mtaylor@gbtownship.ca)).

**A.6 SELECTION PROCESS:**

The Municipality will not necessarily accept the lowest price or any proposal. Any implication that the lowest price or any proposal will be accepted is hereby expressly negated. Proponent selection will be on the basis of those proposals having the greatest overall benefit to the Township of Georgian Bay.

**A.7 REJECTION OF PROPOSALS:**

The Municipality reserves the right to reject any and/or all proposals received. The Municipality is not under any obligation to award a contract, and reserves the right to terminate the Request for Proposal at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded. The receipt and opening of a proposal does not constitute acceptance of any proposal.

The proposal will be automatically disqualified for any of the following reasons:

1. Failure to attend any mandatory meetings as set out in the RFP; and/or
2. Failure to comply with terms and conditions as set out in the RFP.

**A.8 RESERVATION OF RIGHT:**

After the closing date and time, proponents will not have the right to change conditions, terms or prices of their proposal.

The lowest or any proposal will not necessarily be accepted. The Township reserves the right to award in whole or in part based on the best interests of the Township.

All Proposals will be irrevocable for a period of thirty (30) days from the closing date of the Proposal or until a contract is signed with the successful Proponent(s), whichever comes first.

#### **A.9 LIMITATION OF DAMAGES:**

The Proponent waives any claim for loss of profits, expenses, liabilities, costs, losses or damages 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 Proposal or by reason of any delay in the acceptance of a Proposal, or matters in respect of the competitive process, except as provided in the Proposal. All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the proponent.

All proposals and supporting documentation submitted with the proposal or resulting from the project shall become the property of the Township of Georgian Bay.

#### **A.10 ERRORS & OMISSIONS**

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the Township has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the Township to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Proposal. There will be no consideration of any claim, after submission of Proposals, that there is a misunderstanding with respect to the conditions imposed by the contract.

#### **A.11 GOVERNING LAW:**

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

#### **A.12 INDEMNIFICATION AND INSURANCE**

The successful Proponent will, at all times, indemnify and save harmless the Township, their officers, employees and agents from and against all claims, demands, losses, expenses, costs, damages, action, suite 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 Proponent or any of its officers, directors, employees, or agents in connection with the services performed, purportedly performed or required to be performed by the Proponent under this proposal call and subsequent contractual agreement.

### General Commercial Insurance

Proponents shall, at his or her expense, obtain and keep in force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Township, be written by an insurer licensed to conduct business in Ontario and include but not be limited to the following:

- A limit of liability not less than \$5,000,000/occurrence.
- The Township shall be named as the additional insured;
- The policy shall contain a provision for cross liability in respect of the name insured;
- That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage's shall be given in writing to the Township;
- Hostile Fire

The insurance clause should include a severability or interest clause, Contractual Liability – Oral & Written, Contingent Employer's Liability, Employer's Liability, Broad Form Property Damage, and Pollution.

### Professional Liability

Proponents shall take out and keep in force Professional Liability insurance in the amount of \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Township of Georgian Bay. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90 day notice of said cancellation or non-renewal must be provided to the Township. The Township has the right to request that an Extended Reporting Endorsement be purchased by the consultant at the consultant's sole expense.

### **A.13 WORKPLACE SAFETY & INSURANCE BOARD (WSIB)**

The proponent shall submit with the proposal document, a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) stating that all assessments or compensation payable to the WSIB have been paid.

### **A.14 HEALTH & 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 its regulations.

### **A.15 CONFIDENTIALITY STATEMENT**

The successful Proponent shall at all times maintain confidentiality of all materials, information and all business related to the Township that the successful proponent may come into contact with through implementation and any continued relationship as the contract may warrant.

### **A.16 MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION PRIVACY ACT (MFIPPA)**

In accordance with MFIPPA, this is to advise that any personal information Proponents provide is being collected under the authority of the Municipal Act and will be used exclusively in the selection process. All Proposals submitted become the property of the Township. Proponents are reminded to identify in their Proposal material any specific scientific, technical, commercial proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete Proposals are not to be identified as confidential. The information contained in this Proposal document may be utilized by the

Proponent solely for the purpose of preparing a Proposal for submission to the Township. Any other use of the information for any other purpose is not authorized by the Township.

### **A.17 HISTORICAL PERFORMANCE & LITIGATION**

The Township reserves the right to disqualify and remove from the proposal process those Proponents whose historical performance has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.

The Township may, in its absolute discretion, reject a proposal if the potential supplier, or any officer or director of the potential supplier is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Township, its elected or appointed officers and employees in relation to:

- i) Any other contracts or services; or
- ii) Any matter arising from the Township's exercise of its powers, duties or functions.

# TOWNSHIP OF GEORGIAN BAY



## SECTION B

# PROPOSAL SUBMISSION DOCUMENTS

TOWNSHIP OF GEORGIAN BAY

SECTION B

PROPOSAL SUBMISSION DOCUMENTS

SCHEDULE "A"

**This Schedule must be completed and all Forms and Information required herein must be included with Contractor's Statement in sealed quotation envelope. Failure to do so may result in the quotation being considered incomplete.**

CONTRACTOR HEALTH AND SAFETY INFORMATION  
and ENVIRONMENTAL PROTECTION ACT INFORMATION

1. Current Exact Legal Name of Contractor (attach Articles Of Incorporation or other business registration document).
  
2. Supervision, Representatives And Certified Workers
  - a) Competent Supervisor for this contract
    - i) Name:
    - ii) Training:
  
  - b) Provide the name(s) of the Contractor's health and safety representative(s).

3. Occupational Accidents

Provide a Certificate of Clearance (Form 0190C) from the Workplace Safety and Insurance Board of Ontario subsequent to the award of the Quotation.

4. Legislation, regulations, standards & Guidelines

a) List the legislation, regulations, standards and guidelines that are relevant to this contract. (EPA and OHSA)

b) Describe extent of supervision that will be provided for this contract.

5. Subcontractors

Indicate the name(s) of subcontractors, if any that will be engaged by the Contractor for this contract.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
POSITION



**EQUIPMENT INFORMATION & FORM OF QUOTATION**

<b>SPECIFICATION</b>	<b>MINIMUM</b>	<b>SPECIFY ACTUAL</b>
Boom	Telescopic boom with 29' reach	
Digging depth	20'	
Bucket	5' wide ditching bucket ¾ yard capacity (level) Tilt 90 degrees each way	
Road support	Rubber tires Street tracks NOT ACCEPTABLE	
Vehicle	Make Model Year-(maximum age 15 years) 150 H.P. (Primary)	
Operator	Name Years experience on this type of equipment	

**REFERENCES**

Please list below the names of three Municipalities and/or Contractors that your firm has performed similar type of work for:

<b>MUNICIPALITY/CONTRACTOR</b>	<b>CONTACT NAME</b>	<b>TELEPHONE</b>

**CONTRACTOR'S STATEMENT & FORM OF QUOTATION**

Following is my/our price in full to perform the work under the terms as outlined in this tender.

**Bid Information:**

Price per working hour _____ (HST extra)	\$
HST Registration #	

The Contractor has carefully examined the conditions attached to this Quotation and is prepared to perform all work in a legal, professional manner with safe equipment, licensed as required, including H&SA/EPA Schedule "A" and is prepared to perform the work as outlined in this document, for the rate bid, for the 2019 season. The Contractor understands and accepts the said conditions, and for the prices set forth in this quotation hereby agrees to furnish all labour, machinery, tools, and apparatus and to perform the work as specified.

In the event my/our Quotation is accepted by the Township, this Quotation shall constitute a binding contract.

The Contractor agrees to carry liability insurance in accordance with the requirements of this contract and is prepared to submit Proof of Insurance upon acceptance of the contract. Failure to do so will result in the quotation being void.

The Contractor is prepared to perform all work in an excellent workmanlike manner, promptly and as directed by the Director of Operations or his designate. The Contractor understands that this Contract terminates in the event that work is not performed to the satisfaction of the Township, and that under such circumstances the Township reserves the right to declare the Contractor ineligible to bid on any Township work for a 12 month period.

The lowest or any Quotation will not necessarily be accepted.

TO BE CONSIDERED, Quotation Forms must be in the Township of Georgian Bay offices by 2:00 pm local time, on XXXXXXXX, XXXXX, XX, 2019.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CONTRACTOR'S INFORMATION**

Company Name:	
Address:	
Main Contact & Title:	
Office Phone Number:	
Cell Phone Number:	
Email:	
Fax:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title