

TOWNSHIP OF PICKLE LAKE



REQUEST FOR TENDERS

TENDER #: 2020-01

**HEAVY EQUIPMENT SUCH AS
DOZER, LOADER, RUBBER TIRE BACKHOE
DUMP TRUCK, GRADER WITH SNOW WING AND 14' MOLBOARD, SNOW
PLOW TRUCK ETC. AND OPERATOR
FOR VARIOUS TOWNSHIP DUTIES**

CLOSING DATE: October 30, 2020 prior to 4:45 p.m.

SUBMITTED BY: _____
(Insert Company Name)

SUBMIT TO: Township of Pickle Lake
2 Anne Street,
Pickle Lake, Ontario, P0V 3A0
Attn: JAMIE HUSSEY
CLERK TREASURER

1.0 INTRODUCTION

The Township of Pickle Lake (the “**Township**”) appreciates your firm’s interest in this Request for Tenders.

Through this Request for Tenders, the Township is seeking to retain the services of an established Contractor to provide the services for heavy equipment such as dozer, loader, rubber tire backhoe, dump truck, grader with wing, 14’ molboard, etc. and an operator(s) for various Township duties.

Before submitting a Tender, the Bidder shall carefully examine the terms, conditions, instructions, and specifications and inform themselves as to environmental conditions, physical and other constraints if applicable.

In this Request for Tenders, the successful Bidder shall be referred to as the “**Contractor**”.

2.0 CLOSING TIME

Tenders are to be submitted to the Township of Pickle Lake, 2 Anne Street, Pickle Lake, Ontario, prior to **4:45 p.m. on Friday October 30th, 2020 (the “Closing”)**.

Time registered on the Township of Pickle Lake digital phone system will be considered the official time of day when determining the exact time of submission.

Tenders received after the Closing time will not be accepted and will be returned to the Bidder unopened.

3.0 TENDER OPENING AND RESULTS

All Tenders received on time will be opened in public on **Tuesday, November 10th, 2020 at 5:30 p.m.** at the Pickle Lake Council Chambers, 2 Anne Street, Pickle Lake, Ontario. The names of the Bidders and the prices submitted will be disclosed.

A list of Tenders received will be available at the Township of Pickle Lake Town Office or from the Clerk Treasurer at 807 928 2034 Extension 202. Bidders will not be notified in writing of the Tender results.

4.0 TOWNSHIP CONTACT PERSONS

For questions related to the detailed specifications or the nature of the work required, Bidders may contact Jamie Hussey, Clerk-Treasurer, in writing by email to clerktreasurer@picklelake.org.

For questions related to the Tender process, Bidders may contact Jamie Hussey, Clerk-Treasurer, by email to clerktreasurer@picklelake.org.

5.0 ERRORS, OMISSIONS, AND QUESTIONS

The Township shall not be held liable for any errors or omissions in any part in this Request for Tenders.

Bidders with questions related to this Request for Tenders, finding errors in, or omissions from the documents, or having any doubt as to the meaning or intent of any part of the Request for Tenders, must contact a Township contact person, listed in Section 4.0, **before 4:00 p.m. on October 23rd, 2020** to allow time to respond or to prepare and distribute an addendum as necessary, and to allow time for Bidders to receive and process the new information.

6.0 THE TENDER

6.1. Addenda

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

- a. Correction or clarification of the Request for Tenders;
- b. Extension of the Closing date;
- c. Retraction or cancellation of the Request for Tenders.

All addenda issued to potential bidders 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 Bidder. It is the Bidder's responsibility to notify the Clerk-Treasurer of any change to their fax number, email or mailing address.

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

6.2. Form of Tender

The Tender shall include:

- a. All pages of this Request for Tenders, without alteration;
- b. All addenda that have been issued;
- c. All requirements of the Request for Tenders, as set out in **Section 10 "To Include in Tender"**.

The Tender shall be typed or written in ink. It shall contain original signatures where required and shall clearly be marked "**ORIGINAL**".

The Bidder shall also submit one **(1) copy** of all requirements, as set out in **Section 10**. This copy does not require all pages of the request for Tenders or all pages of addenda issued.

The Tender shall be made upon the forms provided. The prices quoted shall be valid for a period of ninety (90) days from the closing time.

A Tender shall be accepted only when submitted in an envelope sealed and clearly addressed to "Township of Pickle Lake, 2 Anne Street, P.O. Box 340, Pickle Lake, Ontario, P0V 3A0" and marked "Tender #2020-01 (HEAVY EQUIPMENT SUCH AS DOZER, RUBBER TIRE BACKHOE, DUMP TRUCK, GRADER WITH WING, 14' MOLBOARD, SNOW PLOW TRUCK, ETC. AND OPERATOR(S) FOR VARIOUS TOWNSHIP DUTIES)" and include the name and address of the Bidder.

Faxed or emailed Tenders will not be accepted.

Bidders are cautioned not to send Tenders **collect** by courier or with insufficient postage. Charges related to Tenders **determined to be "COLLECT" by courier, or with insufficient postage, will not be accepted.**

7.0 GENERAL TERMS AND CONDITIONS

7.1. Freedom of Information Act

The Bidder 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").

If a Bidder considers any part of the Tender proprietary, the Bidder shall clearly mark such page or section of the Tender as confidential.

The identity of submitting Bidders, as well as the successful bid amount, may be available to the public as part of the award process.

7.2 Cancellation of Contract

The Township reserves the right to cancel any resulting Contract, due to non-performance or non-compliance of any kind, with 3 days written notice. Should non-performance involve any issues regarding Health and Safety of Municipal Staff on site, the Contract may be cancelled immediately without notice in its entirety in the sole discretion of the Township. The Township may also cancel the contract without cause by means of 30-day advance written notice.

7.3 Pricing and Taxes

The Bidder must provide their HST Vendor's identification number or, indicate if operating as a "Small Trader" by providing previous year's income statement.

Pricing shall be firm for a period of ninety (90) days from Tender closing.

H.S.T. shall be extra.

7.4 Payments

The Contractor shall submit an invoice, by location, at the end of each month, along with a copy of the monthly log.

The Contractor shall submit quarterly a current valid copy of a Clearance Certificate from WSIB.

Failure to provide a valid WSIB Clearance Certificate will result in a holdback of 100% of the amount of all outstanding invoices until such time that a current, valid WSIB Clearance Certificate is received by the Clerk-Treasurer or Deputy Clerk-Treasurer for the Township of Pickle Lake.

7.5 Accept/Reject

The Township reserves the right to accept or reject any or all Tenders.

The lowest Tender will not necessarily be accepted.

In the event that a favourable Tender does not exactly meet with the Township's requirements, the Township reserves the right to enter into negotiations with the Bidder to arrive at a mutually satisfactory arrangement with respect to any modifications to the Tender.

7.6 Adjustments to Tenders

Adjustments to submitted Tenders shall not be considered. A Bidder wishing to make adjustments to a submitted Tender must supersede it with a later Tender, which must be received prior to the closing time.

7.7 Withdrawal of Tenders Prior to Tender Closing

A Bidder who has submitted a tender may request that their tender be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for the Request for Tenders to which it applies. Withdrawal requests must be directed to the Clerk-Treasurer by letter, or in person, email or via telephone. When withdrawals are made in person, the Official receiving Tenders shall obtain a signed letter or withdrawal confirming the details.

If more than one Tender is read out under the same Bidder name for the same Request for Tenders and no withdrawal notice has been received, the Tender contained in the envelope bearing the latest date and time stamp shall be considered the intended Tender.

7.8 Causes for Rejection

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

- a. Tender received late (will not be opened);
- b. Tender not complete;
- c. Correct version of Tender form not used;
- d. Tender not legible in whole or in part;
- e. Tender not completed in either ink or type;
- f. Tender not signed;
- g. "Heavy Equipment and Operator Form of Agreement", when required, is not executed or included with the Tender;
- h. Other mandatory forms or details required and clearly shown in the Request for Tenders as being required upon submission of a Tender are omitted.

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 the addenda issued;

7.9 Sub-Contractors

No subcontracting of any part of the contract shall be permitted without authorization of the Township. Where subcontracting is approved by the Township, the Contractor shall be held fully responsible to the Township 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.

7.10 Changes to Work When Contract Underway

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

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

The Contractor shall furnish a complete breakdown of any costs beyond the tendered amount to support the additional amount.

7.11 Rights of the Township

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

The Township will retain the right to, from time to time in the sole discretion of the Township, complete some or all of the work utilizing its own equipment and personnel.

The Township will retain the right to solicit services for the use of heavy equipment and an operator outside of the contract when the Contractor does not respond to a request for service, which is not a regularly scheduled service, within three (3) business days or in the case of a burial within 3 hours of the request being made. All requests for service shall be made by the Clerk Treasurer or a designate appointed in writing or by email or telephone by the Clerk Treasurer.

7.12 Protection of Work and Property

The Contractor shall be held responsible by the Township for all damage caused by himself/herself, his/her employees, or any subcontractors, including, but not limited to damage to subsurface or surface utilities, properties, pavement, curbs, buildings, fences, internet pedestals, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work carried out under the contract. Additionally, the Contractor will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Township.

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 Township in respect thereof.

The Contractor shall conduct the work at all times, with the safety of employees on the jobsite and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all legislatively mandated requirements.

7.13 Emergencies

The Township has the authority to stop Contract work whenever, in its opinion, such stoppage may be necessary to ensure the proper and safe execution of the work.

7.14 Contractor's 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 of 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 Township;
- d. Name the "Corporation of the Township of Pickle Lake" as an additional insured party;

The insurance company must be satisfactory to the Township.

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

7.15 Contractors Vehicle Insurance and Licensing

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

7.16 Proof of Insurances

The Bidder shall provide with their tender, proof of insurances.

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

7.17 Certificate of Insurance

Prior to the start of any work, the Contractor shall file with the Township, together with the signed contract documents, Certificates of Insurance, clearly stating that all the insurance coverage required comply with all the requirements listed in **Section 7.14 and 7.15**.

If the Contractor does not provide the Certificates of Insurance as herein requested, the Contract will be terminated and will be awarded to the next qualified Bidder.

7.18 Workplace Safety and Insurance Act and Employment Insurance

It is the Contractor responsibility to ensure that the Township is always in possession of a valid current "Certificate of Clearance".

The **Contractor** must furnish the Township with a valid and current "Certificate of Clearance" from the WSIB forthwith upon the awarding of the contract. The Township 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 will be terminated and will be awarded to the next qualified Bidder.

Payments to the Contractor will **NOT** be made by the Township if the "Certificate of Clearance" supplied to the Township is no longer valid and current.

The Township reserves the right to reject any Tender and not enter into any contract if, in its sole discretion, it deems the Bidder does not have sufficient coverage. In the event the Township determines that the Contractor must obtain WSIB coverage, the Contractor shall forthwith furnish the Township with a certificate from the WSIB confirming that they have purchased such optional coverage.

The Contractor, at its sole expense, shall be responsible for providing:

- a. 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
- b. The payment of other incidental expenses to its employees.

7.19 Indemnification

The Contractor will always indemnify and save harmless the Township, its agents, and employees, against all actions, suits, claims, and demands, which may be brought for any loss, cost, damages, charges, or expenses whatsoever which may be sustained, incurred or paid by the Township, 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 Township full power and authority to settle any action, suit, claim, or demand on such terms as the Township may deem advisable, and hereby covenants and agrees to pay the Township on demand all monies paid by the Township pursuant to any such settlement, together with the reasonable costs of the Township or its solicitor in defending or settling any such action, suit, claim, or demand.

7.20 The Occupational Health and Safety Act and Others

The Contractor shall comply with all conditions and regulations of the Occupational Health and Safety Act, R.S.O. 1990, and the regulations enacted thereunder for construction projects and amendments thereto; any other Federal or Provincial Statute or Local By-Law concerning safety, including but not limited to the regulations of the Ontario Ministry of Labour, Ontario Hydro Safety Requirements, Workplace Safety and Insurance Board. Requirements will be strictly enforced. In the event of conflict between and provisions of the above authorities the most stringent provisions will apply.

7.22 Relationship of Parties

The Bidder expressly acknowledges that they are an independent Contractor and neither agency, partnership nor employer-employee relationship is intended or created by the resulting Contract.

The Contractor shall be solely responsible for all matters, if applicable, relating to statutory deduction of all taxes, Employment Insurance and Canada Pension and all licences and permits which may be or become required to perform all Services.

The Contractor shall be solely responsible for all its personnel matters, if applicable, relating to hiring, firing, discipline, leave, remuneration, WSIB and insurance premiums.

The Contractor fully acknowledges and accepts their responsibility as Contractor as defined under the Occupational Health and Safety Act.

7.23 Use of Job Site

“No Smoking” is to be observed in all Township buildings and within nine (9) meters of any entrance, exit or air intake.

The Contractor is responsible for ensuring that no person who is impaired by alcohol or drugs shall enter and/ or remain on the job site. The Township may cause to remove from the site, for a duration determined solely by the Township, any persons not observing or complying with these requirements and such non-compliance may be cause for termination of this Agreement.

8.0 SPECIFICATIONS

8.1 Intent

The Township wishes a firm price per hour for each type of equipment and operator.

8.2 Examination of Sites

The Bidder shall be responsible for visiting and examining the sites and shall take note of all conditions affecting the conduct and completion of the work. The submission of a tender shall be deemed to be proof that the Bidder has complied with the foregoing requirements.

The Operations Manager shall visit each site with the Contractor prior to commencement of the contract to review all requirements.

8.3 Pricing

All Bidders must complete **Appendix B “Pricing Schedule”**, attached.

All Bidders are required to provide their Harmonized Sales Tax (H.S.T.) Vendor's identification number on **Appendix B**.

Prices shall remain firm for a period of ninety (90) days from the Closing.

Pricing of the Contractor shall be the pricing, as indicated in **Appendix B**, and shall be the firm price for the contract duration (See **Section 8.4**).

8.4 Contract Duration

The Township wishes to enter into an agreement from November 10, 2020 to October 31, 2021.

8.5 Damage to Property

The Contractor shall be responsible for all damage to the property(s) during the commission of this contract, such as, but not limited to, sod tear out, broken or misplaced parking curbs, damaged or broken asphalt, damaged or broken chip seal, damaged to internet pedestals, damage to fencing. The Contractor shall make all necessary repairs as required to make good the property(s). The Contractor and the Township of Pickle Lake Clerk Treasurer shall make note of all damage to the property as it occurs.

The Contractor shall make good all repairs by July 31 of the year. The Township shall have the right to make such repairs as required for safety or non-compliance by the Contractor and deduct such costs from the Contractor's invoice or, if necessary, bill the Contractor for such work.

8.5 Log Sheet

The Contractor shall keep and maintain a log sheet which will show the date and time and location and type of work performed on each occasion. Copies of log sheets shall be submitted to the Township with monthly invoices.

8.5 Equipment and Staff

The Bidder must complete **Appendix C**, providing a list of equipment and staff that shall be available to be used for the execution of this contract.

8.5 Contract Administrator

The Contract Administrator is Mrs. Jamie Hussey, Clerk-Treasurer.
Office number: 807 928 2034 Extension 202 during normal working hours.
E-mail: clerktreasurer@picklelake.org

After hours numbers and/ or cell number shall be given to the Contractor as required.

All questions related to the detailed specifications, the nature of the required work, site concerns or problems, shall be directed to the Contract Administrator.

8.5 Invoicing

The Contractor must submit monthly invoices.

9.0 SITE SPECIFIC DETAIL

9.1 Landfill

The waste at the Landfill is to be covered with approved soil type material. Crushing and pushing will be on an as needed basis.

9.2 Kapkichi Road

Kapkichi Road is to be graded when **ONLY** when directed by the Superintendent, or an alternate which has been appointed by the Clerk-Treasurer.

9.3 Water and Sewer Roads

Anne Street from Patricia Avenue to the Waste Water Plant and the Road from the Connecting Link (Pickle Lake Road) to the Water Plant and the Trailer Park Loops and Beach Road are to be graded when **ONLY** when directed by the Superintendent, or an alternate which has been appointed by the Clerk-Treasurer.

9.4 Snow Removal

From time to time, as directed by the Superintendent or an alternate which has been appointed by the Clerk Treasurer, snow will be removed from designated areas and taken to the large vacant area at the Koval Street lift station. Snow shall begin being removed from Municipal Roads prior to 7 am to allow for no disruption to the school bus, or delivery trucks, with the Pickle Lake road and bus loop taking priority in clearing. The Contractor shall be responsible to begin clearing snow as directed by the Superintendent at the commencement of the contract. I.e. At what snow fall rate shall the clearing begin, what roads are included in the priority loop, extreme weather conditions clearing etc.

9.5 Other Duties

Other duties may include but are not limited to road work, construction and/or demolition work, preparation of gravesite for burial, ditching. Duties will be assigned by the Superintendent or an alternate which has been appointed by the Clerk-Treasurer.

No work is to be carried on without the prior approval of the Superintendent or an alternate which has been appointed by the Clerk-Treasurer.

10.0 TO INCLUDE IN TENDER

The Bidder shall prepare and submit their Tender in the order and form stated below.

10.1 Acknowledgements

The Bidder must complete and submit Appendix **A “Acknowledgements”**, including the confirmation of any addenda received.

10.2 Pricing

The Bidder must fully complete and submit Appendix **B “Pricing Schedule”**.

10.3 Available Equipment and Staff

The Bidder must complete and submit Appendix **C “Available Equipment and Staff”**.

10.4 Other Documents to Include

- a. Proof of Insurance (**See Sections 7.14 to 7.17**)
- b. WSIB Certificate of Clearance (**See Section 7.18**)

10.5 Form of Agreement

The Bidder must attach a signed copy of the “Heavy Equipment and Operator Form of Agreement”

11.0 AWARD AND APPROVAL

This Request for Tenders will be awarded in (whole or in part) based on the following:

- a. Proper completion of all Tender forms and submission requirements;
- b. Price (as a clarification, should all other evaluations appear equal, lowest total price shall govern the award).

The Township reserves the right to contact any Bidder to seek clarification of the contents of a Tender. The Township may investigate, as it deems necessary, the ability of the Bidder to perform the work and the Bidder shall furnish the Township all such information and data for this purpose as the Township may request.

The Contractor shall not make any claims for additional costs or expenses due to delays in the commencement of work (or portions thereof) or cancellations of the project arising from the requirement of the above noted approvals.

Award of this Tender will require the approval of the Council for the Corporation of the Township of Pickle Lake. The decision of the Township shall be final.

12.0 CHECKLIST

Complete copy of Request for Tenders 2020-01, including any addenda issued, with original signature; and,

Originals of documentation to address requirements of **Section 10.0**.

Appendix A**ACKNOWLEDGEMENTS**

I/WE ACKNOWLEDGE that the matters stated in the said Tender, are in all respects true.

I/WE ACKNOWLEDGE that I/We have carefully read the Documents as per the Tender call, and are otherwise satisfied as to the conditions under which the work is to be carried out, and do hereby Tender for and offer to enter into a contract with the Corporation for the Township of Pickle Lake for HEAVY EQUIPMENT SUCH AS DOZER, RUBBER TIRE BACKHOE, DUMP TRUCK, GRADER WITH SNOW WING and 14' MOLBOARD, SNOW PLOW TRUCK ETC. AND OPERATOR FOR VARIOUS TOWNSHIP DUTIES in Pickle Lake, Ontario.

I/WE ACKNOWLEDGE AND HEREBY AGREE TO COMPLY IN ALL RESPECTS WITH THE General Conditions and Specifications herein, which terms and conditions are to be read with and form part of this Tender.

I/WE ACKNOWLEDGE that _____ addenda has have been received for this tender document and are attached to this submission and that I/We understand it is the Bidder's ultimate responsibility to ensure all addenda issued have been received.

I/WE ACKNOWLEDGE that acceptance of this Tender shall be considered a binding contract upon both parties. If specified at any time by the Township, it is acknowledged and agreed that the terms and conditions and any representations made in reference to this Tender shall be incorporated in a contract to be executed by the parties once the Township of Pickle Lake has formally accepted the Tender.

I/WE ACKNOWLEDGE and warrant that the Tendered price shall be valid and binding for a period of ninety (90) days from the date of Tender closing.

Dated at _____ this _____ day of _____ 2020.

Firm or Organization Name (Contractor)

Signing Authority

Street Address

Signature

City

Postal Code

Telephone and Fax Number

Appendix B

**PRICING SCHEDULE
ESTIMATED 100 HOURS PER YEAR**

	TYPE	CAPACITY , SIZE, H.P.	YEA R	CONDITION	SERIAL #	RATE PER HOU R
Crawler Dozer						
Rubber Tire Backhoe						
Dump Truck						
Grader 14' Molboard with Snow Wing						
4 X 4 Truck with Plow						

PLEASE FILL IN AREA BELOW:

A) List back up equipment (if any):

ADDITIONAL INFORMATION (Optional):

The Bidder having read and examined carefully the specifications and general conditions do hereby offer and agree to snow plowing, sanding/salting and removal as hereinafter described in the specifications and at the rate stated above, including all labour and materials (excluding HST).

