



# Request for Tender

Project Title: Supply and Delivery of Landfill Cover Materials

Request #2019-001

January 22, 2019

Municipality of French River  
44 St. Christophe Street, Suite 1  
P.O. Box 156  
Noëlville, ON,  
P0M 2N0

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## Confidentiality Statement

This document, and any attachments thereto, regardless of form or medium, is intended only for use by the addressee(s) and may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only. If you are not the intended recipient of this document please respond to the originator of this message and permanently dispose any copies and any attachments. Thank you for your consideration, Municipality of French River. Please respond to [accounting@frenchriver.ca](mailto:accounting@frenchriver.ca) with any questions or concerns.

## Submission Details

### Submission Deadlines and Methods

All submissions for responding to this request must be submitted to our office, as stated below, no later than:

**Submissions accepted no later than - Thursday January 31, 2019 @ 4:00pm**

The use of mail for delivery of a tender will be at the risk of the respondent. Submissions sent in electronic format will **not** be accepted.

Tenders must be submitted in a sealed envelope and shall be clearly marked with the following:

- The Name and Address of the Respondent
- The Request Number
- The Project Title

Administration staff will affix on the sealed envelope:

- Date and time of receipt
- Proof of payment of the non-refundable deposit for tender documents of \$50.00 if applicable.

### Submission Delivery Address, Submission Questions and Clarifications

You may contact the following person if you have any questions or require clarification on any topics covered in this Bid Solicitation. The delivery address to be used for all submissions is:

**Kevin Benvenuti**  
Environmental Department  
Municipality of French River  
44 St. Christophe Street, Suite 1  
P.O. Box 156  
Noëlville, ON, P0M 2N0  
Tel: 705-561-6413  
Fax: 705-898-2181  
Email: [mleo@frenchriver.ca](mailto:mleo@frenchriver.ca)

## Submission Opening

Tenders will be publicly opened, and recorded on

**Friday February 1, 2019 at 1:00PM** at the Municipal Office. Staff will review the proposal and the successful candidate will be presented at the Regular Council Meeting of **February 6, 2019**.

## Amendment and Withdrawal of Submission

Requests for withdrawal of a submission shall be allowed if the request is made before the closing time for the contract to which it applies. Requests shall be directed to the CAO/Clerk by letter or in person, by a Senior Official of the company, with a signed withdrawal confirming the details. Telephone requests shall not be considered. The withdrawal of a tender does not disqualify a bidder from submitting another tender on the same contract.

## Addendums

The Municipality may, at its discretion, amend or supplement the documents for this request by addendum at any time prior to the closing date for receipt of Proposals. Changes to the request documents shall be made by ADDENDUM ONLY. Such changes made by addendum shall be supplementary to and an integral part of the request. All addendum must be signed and included in the final submission acknowledging all addenda issued by the Municipality. While the Municipality will endeavor to provide notification of the issuance of an addendum to prospective Proponents, the Municipality assumes no liability for the notification and it is the responsibility of each Proponent monitor and determine whether any addenda have been issued by the Municipality.

## Introduction & Background

The Municipality of French River is a vibrant, welcoming and family-based community that is committed to positive, sustainable growth. A scenic environment, friendliness of neighbors, diversity of cultures and small Municipality feel make French River the community of choice to live, work, visit and vacation.

## Detailed Specifications/Scope of Work

The Municipality of French River (herein after referred to as the Municipality) is requesting quotes for the supply and transportation of sand materials not containing clay to be delivered to the Noëlville Landfill Site (330 Houle Rd. Noëlville). This material is intended to be used as cover material for waste.

## Assumptions & Constraints

The Municipality will not be held liable for any errors or omissions in any part of this Request. The information contained herein is supplied solely as a guideline for responding Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive. Nothing in the Request is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the Request. Should the Municipality be contacted, no oral explanation or interpretation will modify any of the requirements or provisions of the proposal documents. Should changes be required, an addendum would be released under the same request number with an addendum occurrence (ex. Tender # \_\_\_\_\_ Addendum #1).

The successful Proponent will provide continuous and adequate protection of all work from damage and will protect the Municipality's property from injury or damage arising from or in connection with this work. The successful Proponent will make good any such damage or injury.

The successful Proponent will employ only orderly, competent and skillful employees to ensure that the services are carried out in a confidential and respectable manner.

The successful Proponent will ensure all services and products provided in respect to this proposal are in accordance with, and under authorization of all applicable authorities, municipal, provincial and/or federal legislation.

The successful Proponent will, throughout the term of the contract, obtain and maintain in force a General Liability Insurance of not less than \$2,000,000 (per occurrence) inclusive, to indemnify and hold harmless the Municipality of French River against any liability for property damage or personal injury, including death which may arise from the Proponent's operations under this contract; and/or The successful Proponent will be required to provide Professional Liability Insurance coverage in the amount of not less than \$2,000,000.00 per occurrence.

The successful Proponent and its employees may have access to information confidential to the Municipality. This information may include, but is not limited to, terms of this agreement, business methods and systems, contractual terms, pricing, personal information, etc. subject to disclosure by force of law, the successful Proponent agrees that it and its employees who have access to this information will not either during the term of the agreement or at any time thereafter reveal to any third party any of this confidential information or use in any way, whether on the successful Proponent's behalf or on behalf of any third party, any such information

The information, reports, documentation, plans, etc. that are a product of this award by the successful Proponent, will become the exclusive property of the Municipality of French River.

## Terms and Conditions

Relating to the submission document:

- Provincial and Federal Taxes (H.S.T.)** - Tenders shall include applicable H.S.T. taxes. This tax shall be shown separate from the unit price. The proponent shall include with the executed documents, at the time of submission, on company letterhead, notification to the Municipality of their H.S.T. Registration Number (if any)
- Costs, Deliverables & Timelines** – as set out in “Schedule A”
- Declaration** - Signed declaration must be submitted (Page #9)
- Other** - Proponents may include any additional information regarding their firm and/or services that may prove beneficial to the evaluation of the proposal. These would be provided in the form of appendices.

Relating to the Successful Candidates:

- **Contract** - The successful proponent may, within ten (10) days after being advised that they are the successful proponent, execute a contract in duplicate to the Municipality.
- **Notice of Acceptance** - Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the successful proponent at the number given by the proponent.
- **Payment** - shall be made upon receipt of invoice following the receipt of the product (net 30 days) with completion of the work to the satisfaction of the Municipality. The security deposit will be released upon completion of any deficiencies and receipt of payment by the Municipality of French River of any late fees owing as per the contract clause above.
- **Price** - The Proponent shall abide by the total price stated in the submission document. No further payments beyond the contract amount will be made for any additional services required to provide a satisfactory deliverable. If additional requirements are requested by the Municipality beyond the original scope of work described in this Request, the cost of these services would be negotiated between the Municipality and the company that has been selected to perform the work. Any additional work will only be undertaken based on a request in writing from the Municipality of French River.
- **Termination** - The Municipality reserves the right to immediately terminate the contract for sufficient cause, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.
- **Public Record** - Any personal information required on the proposal form is received under the authority of the Municipality. This information will be an integral component of the quote submission. All written proposals received by the Municipality become a public record; once a proposal is accepted by the Municipality, and a contract is signed, all information contained in it is available to the public including personal information.

## Health and Safety

**General:** Contractor must comply with the Occupational Health and Safety Act (OHSA), the Regulations for Construction Projects, the Municipality of French River safety policy and as well as complying with the prescribed requirements legislated in the Regulations for Industrial Establishments.

**Competent person:** Contractor is responsible using their training, knowledge and experience to protect the health and safety of their workers and others, reporting to their supervisor the absence of, or defect in any protective equipment or device, and reporting to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of the OHSA and the Municipality of French River Safety policy.

**Equipment & tools:** All equipment and tools used by the contractor shall conform to Canadian Standards Association (CSA) or manufacture specifications. The Municipality of French River reserves the right to prohibit the use of any equipment and methods or practices that do not conform to acceptable standards. Defective equipment and tools shall be removed from the work site premises immediately.

**PPE:** All workers must wear appropriate CSA approved eye protection, hearing protection, CSA approved hard hats, CSA approved foot protection and CSA approved gloves at all time while working on the job site.

**Fall protection:** Safety harness and lanyard are required by anyone working more than 3 meters above a surface. The safety harness must be secured to a fixed support so that a worker cannot fall more than five feet. Proof of certification shall be submitted before starting any work at height.

**WHMIS:** No hazardous material is to be stored or used on work site by the contractor unless the prescribed requirements concerning labelling material safety data sheets (MSDSs) and worker instruction and training are met.

**MSDS:** Material safety data sheets for all hazardous products shall be kept on site.

**Weekly safety meetings:** Contractor shall conduct weekly safety meetings with their workers and identify concerns or potential hazards on the job site. Weekly safety meeting shall be signed by all workers and a copy of the safety meeting shall be submitted to the contract administrator weekly.

**Proof of training:** The contractor shall submit within five (5) calendar days after the contract award, copies of WHMIS, copies of health and safety awareness, first aid certificate and certificates pertaining to the work being done for all workers working on the job site.

**Reporting:** Contractor must report immediately to the contract administrator all workplace incidents, near misses, injuries and illnesses and environmental damages. Contractor shall also report accidents/incidents to the ministry of labour or any other appropriate authority required by legislation.

**Supervision:** Contractor shall comply with OHSA regulations.

**Health & Safety Station:** Contractor shall provide at all time a dedicated station for workers to have access to the contractors H&S manual, the emergency response plan, the OH&S Pocket book, MSDS sheets, WSIB information, Eye wash stations and emergency aid kit.

**WSIB:** Contractor shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award.

## Selection Criteria

A combination of quality, experience and price will determine the successful firm. More specifically:

- The quality of the proposal.
- The quality of the proposed product.
- The proven ability to stay within project budget and meet project completion target date.
- Any additional features or advantages uniquely proposed by the Proponent which the Municipality has not identified in the project deliverables or description.
- The Proponent's financial proposal

The Municipality of French River is not obligated to award the service contract to the lowest or any firm. The Municipality reserves the right to reject any or all proposals and to waive formalities as the interests of the Municipality may require without stating reasons. The Municipality will not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of the acceptance or the non-acceptance by the Municipality of any proposal or by reason of any delay in the acceptance of a proposal as well Any expenses incurred by the Proponent in the preparation of the proposal submission are entirely the responsibility of the Proponent and will not be charged to the Municipality.



## Declaration

To: The Municipality of French River

Sirs: I/We the undersigned acknowledge receipt of and having carefully examined the Request and "Specifications" set forth in schedule "A" and hereby offer to submit this quote for the Compensation and Pay Equity Review in accordance with, and as required by the said documents at the price set forth in "Schedule "A" hereto.

I/We understand and accept that the prices set forth in this Quote Form include full compensation to furnish all labour, equipment, materials and supplies and transportation necessary or incidental to completing the work in strict accordance with said documents.

I/We understand that this Agreement terminates in the event that I fail to perform the work to the satisfaction of the Municipality.

I/We understand that the lowest or any quote will not necessarily be accepted and that TO BE CONSIDERED, Quote Forms must be in the Municipal Office by the Submission Deadlines and Methods.

### GENERAL CONDITIONS

1. The respondent shall discharge all liabilities incurred by him for labour, materials and services used or reasonably required for use in the performance of this Agreement on the date upon which each becomes due and all liabilities incidental thereto.
2. The respondent understands and agrees that he is not, nor is anyone hired by him, covered by the Municipality under The Workers' Compensation Act, and he shall be responsible for, and shall pay all dues and assessments payable under The Workers' Compensation Act, The Unemployment Insurance Act or any other Act, whether Provincial or Federal, in respect of himself, his employees and operations, and shall, upon request, furnish the Municipality with satisfactory evidence that he has complied with the provisions of any such Act. If he fails to do so, the Municipality shall have the right to withhold payment of such sum or sums of money due to him/her that would be sufficient to cover his/her default and the Municipality shall have the right to same.
3. The Contractor to supply proof of Workers' Compensation and \$2,000,000 liability insurance.
4. The respondent covenants and agrees with the Municipality to indemnify it and save it harmless from all claims by third parties arising out of the performance of this Agreement.
5. The price, as proposed by the respondent, includes all limits of the work project.
6. The respondent declares that he has or will pay forthwith all Provincial and Federal Taxes that apply to the said equipment.
7. Notice of acceptance may be made by fax or telephone, with written confirmation of same to follow, to the respondent at the numbers given by the respondent.

Name and Address of the Respondent

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Phone:

Fax:

Email:

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The Respondent declares:

- No person, firm or Municipality other than the Respondent, has any interest in this proposal or in the proposed services for this proposal;
- This proposal is made without any connection, comparison of figures or arrangements with or knowledge of any other Municipality, firm or person making a proposal for the same service and is in all respect fair and without collusion or fraud;
- No member of the staff of the Municipality of French River is, or will become interested directly or indirectly; as a contracting party, partner shareholder, surety or otherwise; or in the performance of the service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from;
- The content and requirements of this proposal document have been read and understood.
- All prices are quoted in Canadian funds.

All or any proposals not necessarily accepted.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Print Name - Witness

\_\_\_\_\_  
Print – Respondent,

\_\_\_\_\_  
Title - Respondent

\_\_\_\_\_  
Signature - Witness

\_\_\_\_\_  
Signature – Respondent

<b>Schedule "A" - Specifications</b>
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**Price – Cover Material (Sand material not containing clay)**

	QTY	Total
<b>Base price for:</b> Material & Delivery Cost	1 Tandem load & or Tri-axel load	
Other (Please list)		
<b>Subtotal:</b>		
<b>HST</b>		
<b>Total</b>		

**\*\* The Municipality will require approximately 200 loads of material to be delivered intermittently throughout the year of 2019, and upon request from designated authorities. \*\***