



# Request for Tender

Project Title: Grader Services for Spring/Summer Operations  
for seasons 2019-2022

Request #2019-03

Monday April 15, 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.

## 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:

**Tuesday April 23, 2019-No later than 2pm Local Time**

Successful candidate will be notified within 30 days of the proposal closing date

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: Grader Services for Spring summer operations

Administration staff will affix on the sealed envelope:

- Date and time of receipt

### 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 Request for Proposal. The delivery address to be used for all submissions is:

**Robert Martin**

Acting Director of Operations

Municipality of French River

44 St. Christophe Street, Suite 1

P.O. Box 156

Noëlville, ON, P0M 2N0

Tel: 705-898-2294

Fax: 705-898-2181

Email: [pwdirector@frenchriver.ca](mailto:pwdirector@frenchriver.ca)

### Submission Opening

Tenders will be publicly opened, and recorded on **Tuesday April 23, 2019 at 2:05 pm** at the Municipal Office. Staff will review the proposal and the successful candidate will be presented at the Regular Council Meeting of **May 1<sup>st</sup> 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 tenders for Grader services for spring/summer operations for the seasons of 2019-2022. Operations may include; Ice blading, snow bank pushbacks and summer grading road maintenance. The detailed specifications are attached in Schedule "A"

## 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.

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.

Maintain the insurance in force for a minimum period of two years after completion of the contract.

List the Municipality of French River as an additional insured.

The Certificates shall state that the insurance will not become ineffective without sufficient notice to the Owner.

Submit certificates of such insurance with the owner before work is begun.

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.
- **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.
- **Constraints**- no payment shall be made for standby and travelling time.
- **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.
- **Conflict of Interest** - Proponents shall immediately disclose to the official point of contact any potential or real conflict of interest whether direct or indirect in nature as it may relate to the Municipality, it's elected officials, officers, employees and/or the present Bid Solicitation. Where, in the Municipality's opinion, a significant conflict of interest is found to exist and cannot be sufficiently mitigated, the Municipality reserves the right to disqualify the Proponent from participating in the Bid Solicitation.

## 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:** Prior to commencement of any work herein, the successful proponent shall provide the Municipality with a current WSIB Clearance Certificate within five (5) days of contract award. The successful proponent shall maintain it good standing and shall provide the Municipality current Certificates of Clearance when requested.

## Selection Criteria

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

- The Proponent's experience overall and particularly in relation to similar projects.
- The quality of the proposal.
- 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 "B" 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.

### INSPECTIONS

1. The Contractor's equipment and attachments shall be subject to a **single** inspection scheduled by the Municipality for each piece of equipment at the specified location. If the equipment passes the inspection and complies with all the criteria listed on the **Equipment Checklist**, (Schedule B) and the Contractor submits the required Contractor/Operator Declaration forms,

the Bid and Inspection Deposit shall be returned to the Contractor within seven (7) days and the daily payment shall commence.

- 2. The inspection scheduled shall be conducted at the location designated in the applicable item. If there is a need for more than one inspection the Contractor shall be responsible for having the equipment and documentation taken to a location determined by the Contract Administrator.
- 3. Upon the expiry of four (4) days following the original inspection date, if the Contractor has not passed the inspection or submitted the required documentation, the Contractor shall forfeit the total Bid and Inspection Deposit, shall be considered in Default of the Contract, and the **Contract may be terminated**. The Municipality may make such alternate arrangements for the performance of the Work as it sees fit, with no further obligation to the Contractor.
- 4. On or before October 1st, of the subsequent year(s) of the Contract, the Contractor shall provide the Owner with a certified cheque in the amount of one thousand dollars (\$1,000.00) to indicate its intention to fulfill the subsequent year obligations of the Contract. This Inspection Deposit shall be subject to all the terms and conditions of the first Bid and Inspection Deposit. The Municipality will notify the Contractor of the inspection date by March 1st. If the deposit-certified cheque is not submitted before, the Contractor shall be considered in default of the Contract and the Contract will be terminated.
- 5. Further inspections of equipment may also be performed at any time throughout the term of the Contract. Equipment must be kept in good operating condition and be ready for operations at all times. Failure to do so shall result in a Written Instruction.

All inspections and required repairs are the responsibility of the Contractor.

**PRE-START MEETING**

The Contractor shall attend a pre-start meeting annually at the designated location prior to the inspection. The Contract Administrator shall notify the Contractor of the time and date and agenda. The general discussion will review: Contract documents; Municipal operational protocol; verification of insurance requirements; requirements of the 'Inspection'; routes; special treatment areas, special features, staff requirements with a list to be provided, communications methods and phone numbers, and payment reporting. Failure to attend the pre-start meeting may result in liquidated damages.

**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

## Schedule "A" Specifications /Scope of Work

I \_\_\_\_\_ do hereby submit the following bid price to perform the  
(Name of Company)  
related work as outlined in the Scope of Work.

### **Scope of work**

The scope of work includes the supply of the specified equipment with operator in the grading of roadway for routine Spring/Summer maintenance. Operations may also include Ice blading, snow bank pushbacks. The grader services are required from April to the end of November typically and the hours vary between 150 to 300 hours per season.

The contractor shall provide qualified maintenance operators that are competent to operate the equipment supplied.

### **Duration of Contract**

The contract between the Municipality and the vendor shall commence on the first (2nd) day of the month of May 2019 and continue for three (3) consecutive spring/summer seasons; 2019, 2020, 2021 with the option to extend for one (1) additional season; 2022.

### **Reporting**

Vendor awarded this contract will be required to install the Tallyman's TruFleet Global Positioning System on all equipment used to perform the work. The Municipality will also require a written log of work done to accompany invoices. Patrol sheets will be provided by the Municipality for the written log, using the same format as the Public Works fleet.

### **Equipment Specifications**

The motor grader shall meet the following minimum requirements:

- operating weight 13,470 kg
- Engine power rating-112kw (150HP)
- R.O.P.S. Cab shall be in accordance with present legislation
- Heater defroster and window wipers to enable grader operation in all weather conditions
- 14 foot moldboard
- All mechanical, hydraulic, and electrical functions and all auxiliary equipment of the motor grader shall be fully functional.

Season	Unit Price/ hourly (HST not included)
2019	
2020	
2021	
Optional 1 year extension ; 2022	

**All or any proposals not necessarily accepted.**

[SIGNATURE PAGE FOLLOWS]

Name and Address of the Company: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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

\_\_\_\_\_  
Print - Name & Title

\_\_\_\_\_  
Signature of person with authority to bind Company

<b>Schedule "B" Equipment Information Checklist</b>
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TRUCK or LOADER GRADER BLOWER EXCAVATOR	VEHICLE: OWNED: LEASED: OR TO BE PURCHASED	VEHICLE SERIAL NO.	MAKE	YEAR	OPERATING WEIGHT

**NOTE:** The Contractor shall, on or before the Inspection date, submit as part of the tender, photocopies of documents requested above to support the information. These Documents shall remain valid for the duration of the Contract.

### Liquidated Damages

Item	Description	Liquidated Damages
Supply of Equipment	Failure to supply the necessary equipment and information, at the specific location, on the specific date, for the required inspection and failure to pass the inspection	Forfeiture of \$100 for each day (max. of four (4) days) that the equipment is not provided as specified. Termination of the contract on the 5 <sup>th</sup> day.
Safety	Failure to provide contractor's staff with requirements of OHS	\$250 per incident. Termination of the contract on the 3 <sup>rd</sup> incident.
Operations	Failure to meet the requirements of normal expected performance or failure to perform work as assigned by the contract administrator.	\$250 per incident. Termination of the contract on the 3 <sup>rd</sup> incident.
Reporting	Failure to submit the acceptable written logs of work done and patrols completed.	\$250 per incident. Termination of the contract on the 3 <sup>rd</sup> incident.

<b>Schedule "C" Contractor/Operator Qualification</b>
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(Please submit one for each operator.)

Date:

Name of Contractor:

Operator's Name	Phone Number	Driver's License #	Class	Expiry Date

Years of Experience in...	Brand of Grader	How Long in Years	Employer
<b>Operating of Motor Grader</b>			

**I, the contractor, verify the above information is correct. This operator meets the required qualifications and can perform the duties in a safe manner.**

Signature of Operator: \_\_\_\_\_ Signature of Contractor: \_\_\_\_\_

Any changes in operating personal must be reported to the Municipality. All new operators will be required to submit a Qualification Declaration for Municipal records.

**"Qualified"** means a person has all appropriate licenses to operate the necessary equipment and has operated similar equipment for winter maintenance purposes. The operator must understand and be able to operate the equipment, including all apparatus' and controls, in a safe, efficient, and effective manner while completing the work.