

October 10, 2018

**PW2018-10-26 Rev1**

**Campbell Street Snowbank Removal Tender  
Community of Lucknow  
2018 - 2020**

Please submit **one (1)** completed original copy of the Form of Tender to:

The Township of Huron-Kinloss  
Attn: John Yungblut, Director of Public Works

Via one of the following methods:

In person: Municipal Office, 21 Queen Street, Ripley, ON

By mail: PO Box 130, Ripley, ON N0G 2R0

By email: [jyungblut@huronkinloss.com](mailto:jyungblut@huronkinloss.com), or

By fax: 519-395-4107

**By 4:00 p.m. October 26, 2018**

1. Questions of a technical nature in relation to this Request for Tender (“RFT”) shall be directed to John Yungblut, Director of Public Works, 519-395-3735 ext 130, [jyungblut@huronkinloss.com](mailto:jyungblut@huronkinloss.com) no later than **October 25, 2018 at 4:30 p.m.**
2. By submitting a bid, you have accepted an offer by the Township to enter into a “bid contract” for the evaluation of bids and the award of the Contract, if an award is made. You acknowledge that the terms of the “bid contract” are represented by the Bid Documents (hereinafter defined).
3. **Failure to submit a bid which complies with the requirements of the Instructions to Bidders may cause a bid to be declared non-compliant.**
4. All bids shall be opened publicly at **4:15 p.m. on October 26, 2018** at the Municipal Office, Council Chambers located at 21 Queen Street, Ripley, ON.
5. RFTs may be downloaded from the Township’s website or picked up at the Municipal Office at 21 Queen Street, Ripley ON during regular business hours (Monday – Friday 8:30 a.m. – 4:30 p.m.).

6. The tender is subject to Council approval. The lowest or any bid will not necessarily be accepted.

Yours truly,

John Yungblut  
Director of Public Works

## Form of Tender

FOR: **PW2018-10-26**

I, the undersigned, having carefully examined the Bid Documents, having received, carefully examined and incorporated

Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_

inclusive, and having examined all conditions, circumstances and limitations affecting the work, offer to enter into a contract with the Township to perform the work required by the Bid Documents for the price of:

Hourly Rate to provide snow clearing services  
(including all equipment and labour, but excludes HST)                      \$\_\_\_\_\_/hr

List Equipment to Be Used:

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[Should include tractor/snow blower, with truck loading chute (two) tri/axle dump, and a vehicle capable of clearing sidewalks, such as skid steer or pick up with blade]

### Insurance Policy Information

Policy Number: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Amount: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

### Declarations

I/We the undersigned, declare that:

1. I/We agree to perform the work, inclusive of mobilization time, in compliance with the contract and to complete the work by the specified completion date in the contract.
2. No person, firm or corporation other than the undersigned has any interest in this bid or in the proposed contract for which this bid is made.

3. This bid is irrevocable and is open for acceptance by the Township for a period of **one hundred and twenty (120) days** from the date of submission.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
City and Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

I have the authority to bind the Corporation (if applicable).

## Instruction to Bidders

### 1. Bid Documents

- 1.1 The following documents form the basis of this bid process (the “Bid Documents”):
  - 1.1.1 Instructions to Bidders;
  - 1.1.2 Form of Tender;
  - 1.1.3 Terms, Conditions and Specifications; and,
  - 1.1.4 Addenda issued during bidding period.
- 1.2 Check Bid Documents for completeness upon receipt. Inform the Township immediately:
  - 1.2.1 should any documents be missing or incomplete; or,
  - 1.2.2 upon finding any discrepancies or omissions.
- 1.3 Complete sets of Bid Documents are available at the office of the Township, which is located at: 21 Queen Street, Ripley, ON, or on the Township website [www.huronkinloss.com](http://www.huronkinloss.com).
- 1.4 The Bid Documents are made available only for the purpose of submitting bids for the project. Availability and/or use of the Bid Documents do not confer a licence or grant for any other purpose.

### 2. Amendments to Bid Documents

- 2.1 Questions of a technical nature in relation to this Request for Tender (“RFT”) shall be directed to John Yungblut, Director of Public Works, 519-395-3735 ext 130, [jjungblut@huronkinloss.com](mailto:jjungblut@huronkinloss.com) no later than **October 25, 2018 at 4:30 p.m.**
- 2.2 The Township shall not be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments which affect the Bid Documents may only be made by addendum.

- 2.3 If bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, or points considered to be ambiguous or conflicting, they shall bring them to the attention of the Director of Public Works in writing, and not less than seven (7) business days before the bid closing date, so that the Township may, if the Township deems it necessary, issue instructions, clarifications or amendments by addendum to all bidders prior to the bid closing date. The Township will endeavour to issue such addenda at least seventy-two (72) hours prior to bid closing.
- 2.4 Addenda issued during the bidding period shall become part of the Bid Documents and their receipt shall be acknowledged in the space provided on the Form of Tender. Addenda will be posted on the Township's website [www.huronkinloss.com](http://www.huronkinloss.com). It is the bidder's responsibility to check the Township's website to assure they have the most recent addenda.

### **3. Bid Completion**

- 3.1 Fill in all blank spaces on the Form of Tender in ink, or typewritten, providing all information requested, and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Form of Tender and failure to fill in all blank spaces may result in a bid being declared non-compliant.
- 3.2 Use only the Form of Tender issued as part of the Bid Documents for the project. If any or all pages of the Form of Tender are amended by addendum, only the amended pages shall be used to submit a bid. Failure to comply with this paragraph may result in the bid being declared non-compliant.
- 3.3 Information provided by bidders on the Form of Tender may be amended prior to bid closing, provided corrections are initialed by an authorized representative of the bidder. Other modifications, erasures, additions, conditions, qualifications or un-initialed pre-closing amendments may result in the bid being declared non-compliant.
- 3.4 Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional or illegible, may be declared non-compliant.
- 3.5 The Form of Tender provides that the bid price shall be provided in numbers only.

#### 4. Bid Submission

- 4.1 Please submit **one (1)** completed original copy of the Form of Tender to:

The Township of Huron-Kinloss  
Attn: John Yungblut, Director of Public Works

Via one of the following methods:

In person: Municipal Office, 21 Queen Street, Ripley, ON  
By mail: PO Box 130, Ripley, ON N0G 2R0  
By email: [jyungblut@huronkinloss.com](mailto:jyungblut@huronkinloss.com), or  
By fax: 519-395-4107

- 4.2 Bids must be received before **4:00:00 p.m.** local time on **October 26, 2018**. The term "local time" shall mean the time as measured by the identified clock at the recipient's location.
- 4.3 Bids will be date and time stamped at the place receiving the bids. Late bids will be returned unopened.
- 4.4 Bids which are submitted by facsimile transmission or by electronic means will be considered.
- 4.5 Bidders are solely responsible for the method and timing of delivery of their bids.
- 4.6 The bidder acknowledges that all submitted bids shall become a record belonging to the Township which makes them all subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended.

#### 5. Bid Withdrawal

- 5.1 A bidder who has submitted a bid may request that their bid be withdrawn, if the request is made before the closing time for the submission of bids. Withdrawal requests must be in writing to the Director of Public Works, or his or her designate.
- 5.2 Withdrawn bids shall be returned unopened to the bidder.
- 5.3 The withdrawal of a bid shall not disqualify a bidder from submitting another bid on the same project, as long as it is submitted before the closing time for the submission of bids.

## 6. Bid Expiry Period

- 6.1 Bids shall be irrevocable for a period of **one hundred and twenty (120) days** from the date of submission, after which period the bid expires.

## 7. Bid Opening and Evaluation

- 7.1 Bids shall be opened publicly at **4:15 p.m.** on **October 26, 2018** at the Municipal Office, Council Chambers located at 21 Queen St, Ripley, ON.
- 7.2 In the event that more than one envelope is received from the same bidder, only the last envelope received will be considered.
- 7.3 The Township may reject the lowest or any bid or part of any bid, reject all bids or cancel this bid process in whole or in part.
- 7.4 The bid price offered on the Form of Tender will be considered the bidder's "Base Bid". The Township reserves the right, but has no obligation, to adjust all bidders' Base Bids by the amounts of any alternative prices which the Township, in its discretion, decides to accept.
- 7.5 The Township reserves the right to award the contract to the bidder which submitted the bid which, in the Township's sole discretion, provides the best value to the Township based on the criteria described in the Bid Documents including, but not limited to, a bidder's:
- 7.5.1 Base Bid;
  - 7.5.2 Base Bid, as adjusted by the Township pursuant to the Bid Documents; and,
  - 7.5.3 Clarification provided pursuant to Section 8 (Requests for Clarification).
- 7.6 The Township may accept or reject any regular, irregular, unbalanced, informal or non-compliant bid.
- 7.7 Incomplete or conditional bids may be declared non-compliant.
- 7.8 The Township reserves the right to consider, during the evaluation of the bids:
- 7.8.1 information provided in the bid itself;



- 7.8.2 information provided in response to enquiries of credit and industry references set out in the bid;
  - 7.8.3 information received in response to enquiries made by the Township of third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
  - 7.8.4 the manner in which the bidder provides services to others;
  - 7.8.5 the experience and qualifications of the bidder's senior management and project management;
  - 7.8.6 the compliance of the bidder with the Township's requirements and specifications; and,
  - 7.8.7 innovative approaches proposed by the bidder in the bid.
- 7.9 The bidder acknowledges that the Township may rely on the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the bidder. By submitting a bid, the bidder acknowledges the Township's rights under this section and absolutely waives any right, or cause of action, against the Township and its consultants, by reason of the Township's failure to accept the bid submitted by the bidder, whether such right or cause of action arises in contract, negligence or otherwise.
- 7.10 The Township reserves the right to open the bid and negotiate with a single bidder, in cases where only one bid is received, or to negotiate with a bidder of the Township's choice, if all bids are over budget or too high.
- 7.11 Should the Township receive no compliant bids, the Township, in its discretion, may re-bid the Project or may negotiate a contract for the whole or any part of the Project with a bidder which has submitted a non-compliant bid.

## **8. Requests for Clarification**

- 8.1 The Township may contact any one or more bidders to request clarification or further information without any obligation to contact other bidders. Such additional clarification shall be provided promptly by the bidder to the Township. The Township may, but is not obligated to, amend or revise the bid based on the clarification or further information.
- 8.2 Requests for information shall not be construed as acceptance of a bid.

## **9. Taxes**

- 9.1 The Harmonized Sales Tax (HST) shall not be included in the bid price. All other eligible taxes shall be included in the bid price.

## **10. Award of Contract & Execution of the Contract**

- 10.1 Bidders shall not issue or make any statements or news releases concerning their bid, the bid process, the Township's evaluation of the bids, or the Township's award or cancellation of the bid process without the express written consent of the Township.
- 10.2 Prior to commencing the work, the bidder shall deliver to the Township:
- 10.2.1 certified true copies of the insurance policies required by the Bid Documents; and,
- 10.2.2 a current Clearance Certificate issued by the Workplace Safety and Insurance Board, if applicable.
- 10.3 The bidder shall execute the contract and deliver the executed original to the Township within ten (10) business days of receipt from the Township.
- 10.4 The bidder agrees that the Township shall not be deemed to be the employer of the bidder nor its personnel under any circumstances whatsoever.

## **11. Disputes**

- 11.1 In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence of the "bid contract" or a breach of the "bid contract", or a dispute as to whether the bid of any bidder was submitted on time or whether a bid is compliant, the Township may refer the dispute to a confidential binding arbitration pursuant to the *Arbitration Act, 1991*, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the Township refers the dispute to arbitration, the bidder agrees that it is bound to arbitrate such dispute with the Township. Unless the Township shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.
- 11.2 In the event the Township refers a dispute to binding arbitration, the Township may give notice of the dispute to one or more of the other bidders who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding

arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

- 11.3 In the event the Township refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.
- 11.4 This section is not intended to form part of any "bid contract" that may come into being between a bidder and any prospective subcontractor or supplier of that bidder.
- 11.5 Any bidder asserting that a bid of another bidder is non-compliant shall do so by providing written notice to the Township within twenty (20) days of the bid opening, failing which the bidder shall be deemed to accept all other bids as compliant.
- 11.6 Any bidder asserting a breach of the "bid contract" shall do so within twenty (20) days of the alleged breach, or else the aforesaid bidder shall be deemed to waive the breach.

## **12. Claims or Litigation**

- 12.1 The Township shall not consider bids received from parties with whom the Township is in litigation, or pending litigation, unless approval allowing such consideration is obtained by the bidder from the Council of the Township prior to the close of bidding.
- 12.2 Bids which are not considered pursuant to the aforementioned policy shall be returned to the bidder and no contract in regard to the bid process shall have been created as between the bidder and the Township.

## **13. Representation & Warranty**

- 13.1 The bidder represents and warrants that its bid is compliant with the terms set out in the Bid Documents. The bidder acknowledges that the Township is relying on this representation and warranty. In the event that the bidder's bid is accepted by the Township and the bid is held by a Court of competent jurisdiction to be non-compliant with the terms set out in the Bid Documents in a proceeding commenced by another bidder (the "Claimant"), the bidder will indemnify the Township for any award of damages, howsoever characterized, that are payable to the Claimant as well as for the Township's

actual legal expense, including all legal fees and disbursements as billed to the Township.

#### 14. Freedom of Information

- 14.1 The bidder acknowledges that any bid submitted shall become a record belonging to the Township and therefore is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended. This provision law gives individuals, businesses and other organizations a legal right to request records held by the Township, subject to specific limitations. The bidder should be aware that it is possible that any records provided to the Township, including but not limited to, pricing, technical specifications, drawings, plans, audio-visual materials or information about staff, parties to the bid or suppliers could be requested under this law. **If the bidder believes that all or part of the bid should be protected from release, the relevant parts should be clearly marked as confidential.** Please note that this will not automatically protect the submission from release, but it will assist the Township in making a determination on release if a request is made.

## **Terms, Conditions and Specifications**

The successful bidder (the "Contractor") shall:

1. remove all snow from road edges and sidewalks, which includes all snowbanks, along Campbell Street in the community of Lucknow;
2. remove any other snow or piles of snow on the special instructions of the Township's Director of Public Works (or his/her designate), at the same hourly rate noted in the Form of Tender;
3. comply with the Township's Health and Safety Policies and Procedures;

The Township of Huron-Kinloss shall not provide snow removal assistance, only supervision.

Invoices shall be submitted to the Township on a monthly basis for payment.

The Contractor represents and certifies that:

1. all of the vehicles and equipment that will be used to carry out this contract shall be parked or stored at a property which is lawfully zoned for such purposes, failing which this contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.
2. they have no outstanding taxes, levies, fees, charges or fines which are payable, either directly or indirectly, to the County of Grey or to the Township of Huron-Kinloss, and if the Township of Huron-Kinloss is or becomes aware of any such outstanding taxes, levies, fees, charges or fines, then those amounts may be set-off against any monies payable to the contractor under this contract.
3. they will comply, and are presently in compliance, with all relevant federal, provincial and municipal laws and that they will also comply, and are presently in compliance, with any orders of a Court of competent jurisdiction, including Ontario's Superior Court of Justice, the Ontario Court of Justice and the Provincial Offences Court, failing which this contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.

### **Supply and Maintenance of Equipment**

1. The Contractor is responsible for all fuel, oil, parts, repairs, and general maintenance on the equipment supplied by the Contractor.

2. All repairs to the equipment are to be carried out as soon as possible by the Contractor.
3. The Contractor must have a valid commercial vehicle operator's registration for the duration of the contract. A copy of the CVOR and ownership must be submitted to the Township within fourteen (14) calendar days of the awarding of the tender. No farm-plated vehicles are to be used in relation to this tender.
4. Truck inspections, certifications, pollution standards, etc. in accordance with recent Ministry of Transportation requirements will be required and will be considered as a non-payable component of this tender.

#### **Hours of Work:**

1. The Contractor shall be available to perform the work described above during the period from **December 1, 2018** until **March 31, 2019**, and **December 1, 2019** until **March 31, 2020**.
2. The Township will not guarantee any minimum hours of work for the contractor.

#### **Termination:**

The contract may be terminated by the Township at any time if the Contractor, for whatever reason, fails to:

1. perform the work described above to the satisfaction of the Township; or,
2. comply with any of the terms, conditions or specifications of the contract.

#### **Insurance & Indemnification:**

The Contractor shall carry liability insurance in an amount of not less than \$3,000,000.00 to cover any and all claims or actions by the Township or third parties as a result of this tender.

The Contractor shall indicate the policy number, insurance company, coverage amount and expiry date of the aforementioned liability insurance policy on the Form of Tender.

A copy of the insurance policy shall be presented to the Township's Director of Public Works upon request.

The aforementioned insurance policy shall remain in force and effect for the duration of the contract.

The Contractor shall indemnify and hold harmless the Township, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings, by third parties that arise out of, or are attributable to, this tender and/or the Contractor's performance of the contract.