



Request for Quotation  
PW2018-10-27  
Grinding of Brush & Stumps

# SECTION A: INFORMATION TO CONTRACTORS

## 1. Description

The Township of Huron-Kinloss Public Works Department is issuing PW2018-10-27 for the grinding of brush and wood waste material at the Huron Landfill Site. Qualified parties with requisite experience in similar work are invited to submit a Request for Quotation outlining their experience, qualifications and proposed work plan, by no later than the closing date/time identified below.

## 2. Date of Quotation Submission

One (1) original quotation shall be submitted in a sealed, opaque envelope addressed as follows:

PW2018-10-27  
John Yungblut, Director of Public Works  
Township of Huron-Kinloss  
PO Box 130, 21 Queen St  
Ripley, ON N0G 2R0

Quotations must be submitted under the following instructions.

**Closing Date:** October 26, 2018  
**Time of Closing:** 4:00 p.m., local time  
**Location:** 21 Queen St, Ripley, ON N0G 2R0

## 3. Project Contact

The Bidder shall direct any and all questions relating to this RFQ, no later than three (3) days prior to the closing date, to the Director of Public Works.

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subjects to interpretation to be identified in this RFQ, the Bidder shall as it is discovered, notify the Township requesting instruction, decision, direction or clarification of the same. The primary contact will determine the extent of the resolution required.

The primary contact for this project is:

John Yungblut, Director of Public Works  
[hyungblut@huronkinloss.com](mailto:hyungblut@huronkinloss.com)  
519-395-3735 ext 130

## 4. Scope of Work

The intent of this quotation is to provide a lump sum for the supply of stump and brush grinding services over a period of three (3) years starting in 2018, with an expectation that all work shall be completed in 2020. This service shall include all labour, tools and equipment required for the handling, grinding and stockpiling of brush, stumps and tree trunk piles at the Huron Landfill Site located at 2087 Concession 6 E, Ripley, Ontario. All grinding shall be done on Site. This RFQ

pertains to only the stockpile designated for stump disposal. The area designated for the burning of brush shall not be included.

For the unit price bid, the Contractor shall enter an amount for mobilization, demobilization and other items necessary for the completion of the work that are not included in the lump sum bid. This amount is to cover the Contractor's cost of mobilization at the beginning of the work and demobilization when the work is complete for each of the three (3) years. The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed ten percent (10%) of the total RFQ price.

If the Bidder has entered against this item in his tender price in excess of 10% of the total RFQ price, the Township shall reduce the price for the said item to an amount not exceeding 10% of the total RFQ price and shall add the amount of the reduction to the lump sum bid.

**a) Finished Material**

The Contractor shall provide a finished material screened to a size no larger than 75mm in length. Bidder may be required to produce a sample of the material manufactured by their grinder.

**b) Additional Consideration**

An unknown amount of concrete is situated at the bottom of the material pile.

**c) Accumulation of Material**

Any additional accumulation of material between the time of inspection and commencement of the grinding will be considered incidental to the job and no additional payment will be made. The Township will make efforts to divert any additional accumulation of stumps and brush to another stockpile location.

**d) Clean Up**

The Site must be cleaned and levelled off to the satisfaction of the Director of Public Works, or designate.

**e) Safety Plan**

As part of this RFQ, a safety plan is to be provided for grinding and wood waste operations, including emergency contact numbers, prior to the start work date.

**f) Working Hours**

Working hours for grinding are Monday to Friday 8:00 a.m. to 4:00 p.m. The Contractor may, at the discretion of the Township, work hours in excess of these approved hours. However, the Contractor is responsible for securing the working area at all times.

**g) Reports**

The Contractor shall notify the Director of Public Works or contact designate immediately of any spills, accidents, occurrences, incidents, and/or violations with a written report to follow within 24 hours directed to the Director of Public Works.

**h) Completion of Work**

The Contractor shall set the starting date in coordination with the Director of Public Works or their designate, the anticipated completion date for the 2018 work is **December 14, 2018**.

dependent on favourable weather conditions. The 2018 work shall be completed within 10 days of the start date as set between the Contractor and the Director of Public Works, or designate. Work in subsequent years will be mutually determined by the Director of Public Works and the Bidder.

It is anticipated that the work shall be completed over a period of three (3) years. Completion dates for subsequent years of 2019 and 2020 shall be satisfactorily negotiated between the Township and the Contractor. The expectation is for the Contractor to grind approximately one third (1/3) of the initial stockpile in each year.

### **i) Payment**

Payment for grinding will be based on the amount of grinding completed in that year. The expectation is for the contractor to be paid one third (1/3) of the lump sum bid, however the Township reserves the right to reduce this amount if it is not satisfied that 1/3 of the initial stockpile was completed in that year.

The unit price for the mobilization and demobilization item will be paid in each year of work once the Township is satisfied that full demobilization has been carried out.

## **5. Examination of Site**

Each Bidder is expected to attend the proposed work site before submitting the RFQ and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Bidder shall determine the difficulty of the facilities to be encountered. The Contractor shall not claim at any time after submission of RFQ that there was any misunderstanding of the terms and conditions of the contract relating to site conditions.

## **6. Submission Format**

- a. Forms to be submitted with the Quotation must be completed in their entirety in hard copy. All entries shall be clear and legible and made in a non-erasable medium; and,
- b. Submissions may be couriered or hand-delivered to the appropriate location. The Township will not accept electronic or digitally transmitted submissions. Delivery of Quotation through a third party courier service shall be at the risk of the Contractor and must be arranged in due time for the Quotation to arrive at the specified location before the Quotation closing time. Failure of a third-party courier to submit the Quotation prior to the Quotation closing time will result in the disqualification of the Quotation, and will be at no fault of the Township.

## **7. Disqualification**

The Township reserves the right to reject any and all quotations. Failure of the Contractor to satisfy any term or condition of this RFQ may result in the rejection of said quotation. Further, any incomplete quotations, qualified quotations, quotations not properly signed/dated, quotations received after the closing date/time, quotations completed in pencil, quotations with incomplete calculations, and quotations lacking required information will be rejected as incomplete.

## **8. Examination of Documents**

Each Contractor must satisfy himself or herself by a personal study of the RFQ documents, by calculations, and by personal inspection of the site, respecting the conditions existing or likely to

exist in connection with the proposed work. There will be no consideration of any claim, after submission of Quotations, that there is a misunderstanding with respect to the conditions imposed by this RFQ. Prices must include **all incidental costs** and the Contractor must be satisfied as to the full requirements of the RFQ.

## **9. Quotation Withdrawal or Replacement**

Any Quotation may be withdrawn prior to the scheduled time for Quotation Closing by written notice to the RFQ contact. Replacement Quotations are welcome until the Quotation Closing.

## **10. Quotation Evaluation**

All submissions must be in compliance with the requirements of the RFQ process in order to be considered for evaluation.

Even though Quotations are received based on delivery of services which may meet the minimum requirements indicated, it is not intended that this alone shall limit the award but that other factors shall be considered together with any related experience the Township may or may not have had.

All qualified Quotations will be reviewed and evaluated by the selection committee.

It will be the responsibility of the selection committee to initially read, review and evaluate each Quotation. The selection committee may "short list" those Quotations that are most feasible for further consideration.

Contractor's experience will form part of the review and lack of related experience may be cause for selection of another Bidder rather than low quotation.

## **11. Quotation Evaluation**

All quotations shall be final and binding on the Contractor for a period of sixty (60) days from the closing date and may not be altered by any subsequent offerings, discussions, or commitments unless the Contractor is required to do so by the Township.

The Township will notify the successful Contractor of the award. The successful Contractor agrees to execute a Service Agreement to undertake within ten (10) business days of the date of notification of award.

## **12 Ineligibility Based on Past Performances**

The Township reserves the right to disqualify a Bidder due to the Bidder's past performance on previous contracts awarded, failure to complete awarded work or termination of previous contracts.

## SECTION B: GENERAL CONDITIONS

### 13. Workplace Safety and Insurance Act

The successful Contractor shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing as part of an executed Service Agreement. In addition, the Clearance Certificate must be submitted with an invoice before payment is made. The successful Contractor agrees to maintain their WSIB account in good standing throughout the agreement period.

If the successful Contractor does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Township at time of execution of the agreement.

### 14. Indemnification

The Contractor shall defend, indemnify and save harmless the Township its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

The Supplier agrees to defend, indemnify and save harmless the Township from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages if every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.

### 15. Liability Insurance

The successful Contractor shall, at its own expense obtain and keep in force during the term of the Agreement the following insurance requirements.

- a) Commercial General Liability insurance satisfactory to the Township and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
  - A limit of liability not less than \$5,000,000 per occurrence with an aggregate of not less than \$10,000,000
  - The Township shall be added as an additional insured with respect to the operations of the Named Insured
  - Non-owned automobile coverage with a limit of \$2,000,000 and shall include

- The policy shall contain a provision for cross liability and severability of interests in respect of the Named Insured
- b) A Standard Automobile Policy with liability limits no less than \$5,000,000 in respect of each owned or leased licensed vehicle

## **16. Occupational Health and Safety Act**

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the *Occupational Health and Safety Act*. The Contractor acknowledges that they will comply with the Act, and all applicable regulations related to the contracted work. For construction related contracts, the Contractor agrees to assume the role of the Constructor under said Act as it relates to the completion of this contract.

## **17. Freedom of Information**

The Township is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Township by the Contractor pursuant to this document may be available to the public unless the party submitting the information requests that it be treated as confidential.

Any specific scientific, technical, commercial, proprietary, intellectual or similar confidential information, the disclosure of which could cause them injury or damage may be identified as confidential. Contractors are encouraged to place all such details and information within a separate section of their submission. Complete quotations are not to be identified as confidential.

## **18. Accessibility for Ontarian's with Disability Act, 2005**

The Contractor's attention is drawn to the regulations issued by the Ministry of Economic Development, Employment and Infrastructure for the Province of Ontario under the *Accessibility for Ontarians with Disabilities Act*. The Contractor acknowledges that they will comply with the Act as it relates to the completion of this project.

## **19. Addenda**

Questions of clarification will be answered individually, but response(s) to any question that modifies the scope of the RFQ will be posted as an Addendum to the RDQ on the Township's website.

Amendment and changes to this quotation prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Township. Addenda will be posted on the Township's website ([www.huronkinloss.com](http://www.huronkinloss.com)) under tender opportunities or by clicking [Township of Huron-Kinloss Tenders](#). It is the Bidder's sole responsibility to check this website regularly to inform itself of any posted addenda. The Township makes no promise or guarantee that an addenda will be delivered by any means to any Bidder. By submitting a quotation in response to the Request for Quotation, the Bidder acknowledges and agrees that addenda shall be posted on the Township website and it is the sole responsibility of the Bidder to check the website for said addenda. Addenda will not be released less than twenty-four (24) hours prior to the close of the quotation. Any submission that does not acknowledge receipt of addenda shall be considered as incomplete and will be disqualified.

## **20. References**

Contractors shall provide three (3) references from firms where similar services have been performed within the last five years. References will be equal in complexity and service requirements as outlined in this quotation.

## **21. Assignment of Contract**

The successful Contractor shall not assign transfer, convey, sublet or otherwise dispose of this agreement or his/her right, title or interest therein, or his power to execute such contract, to any other person, company or Township, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

## **22. Extra Work**

No work shall be regarded as extra work, unless it is ordered in writing by the Township and with the agreed price for the same specified in said order, provided said price is not otherwise determined by the quotation.

## **23. Laws and Regulations**

The successful Contractor shall apply and pay for all necessary permits, licenses, approvals and consents required for the execution of the work.

The successful Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become, in force during the period for which services are performed in accordance with the Professional Service Agreement.

## **24. Protection of Property**

The successful Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this agreement. Any damage done to the surrounding property must be made good to the satisfaction of the Township of Huron-Kinloss.

The successful Contractor shall maintain adequate fire protection at site, portable fire extinguishers, etc., to the satisfaction of the Township.

Temporary safeguards and protection shall be provided to adequately guard against injuries to the public.

## **25. Cancellation**

If the Contractor should neglect to execute the work properly or fail to perform any provision of this award, the Township, after three (3) business days written notice to the Contractor, may without prejudice to any other remedy in existence, make good such deficiencies and may reduce the cost thereof from any payment then and thereafter due to the Contractor. Continued failure of the Contractor to execute the work properly shall result in a Termination of Agreement.

The Township reserves the right to immediately terminate the Agreement as its own discretion, including but not limited to such items as non-performance, late deliveries, inferior quality, pricing problems, etc.

The Township shall provide written notice of termination.

## **26. No Contract**

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender, and no obligations of any kind will arise from this RFQ or the submission of a quotation. The Township may negotiate changes to any terms of a quotation, including terms, prices and the number of years the work will be completed. The Township may negotiate with one or more Contractor, or may at any time invite or permit the submission of quotations (including prices and terms) from other parties who have not submitted quotations.

Any agreement shall be subject to budget approval of the Council for the Corporation of the Township of Huron-Kinloss, and a by-law enacted for said approval.

## SECTION C: FORM OF QUOTATION

### 1. Bid Summary

#### 1.1 Wood grinding at Landfill Site

Bidders shall review the material site to determine the estimated quantity when making their submission.

	Quantity/Unit	Price	Amount (Excluding HST)
Stump and Brush Grinding (Entire Stockpile) _____m <sup>3</sup>	1 L.S.		\$ _____
Mobilization and demobilization costs	3 Ea.	\$ _____	\$ _____
<i>Sub-Total:</i>			\$ _____
<i>H.S.T.</i>			\$ _____
<b>Total:</b>			<b>\$ _____</b>

#### 1.2 Approval Number:

Environmental Compliance Approval (Air): \_\_\_\_\_

## 2. Contractor Information

Company Name (hereinafter called the "Contractor")	
Mailing Address	
E-mail Address	
Phone #	
Cell #	
Website	
WSIB Account #	
# Years in Service	
Contractor's Representative	
Authorizing Signature, Authority and Title	

## 3. Acknowledgement to Receipt of Addenda

This will acknowledge receipt of the following addenda and, that the fee includes the provision set out in the addenda. Please list the addenda number and the date received by the Bidder.

Example: Addenda #1 received October 15, 2018

- 1) Addenda #1
  - 2) Addenda #2
  - 3) Addenda #3
- Check here if NO Addenda received

#### 4. Contractor's Experience and References

Please provide three (3) references of accounts that your firm has provided similar service within the last five (5) years. References will be equal in complexity and service requirements as outlined in this quotation.

The Township reserves the right to contact any and all references. The Township defines a reference as any reference supplied within a quotation submission, in addition to any others known to the Township.

Project title, type of work, year completed	Client	Contact Name & Phone Number

## 5. Bidder Declaration

2. No person, firm or Corporation, other than the Bidder, has any interest in this quotation or in the proposed agreement for which this quotation is made and to which it relates;
3. This quotation is made by the Bidder, without any connection, knowledge or comparison of figures, or arrangements with, or knowledge of any other Corporation, firm, person making a quotation for the same service, and is in all respects fair and without collusion or fraud;
4. No member of the Municipal Council or any other officer of the Township will become interested directly or indirectly as a contracting party without disclosing his interest and otherwise complying with the *Municipal Conflict of Interest Act*, RSO 1990;
5. The content and requirements of this quotation document have been read and understood;
6. That is if this quotation is accepted, the bidder agrees to execute the Professional Service Agreement in duplicate within ten (10) days after being notified to do so;
7. All prices are quoted in Canadian funds.

A duly completed copy of the Form of Quotation, Contractor Information, Reference Form as stated herein is attached hereto.

DATED \_\_\_\_\_

SIGNATURE OF WITNESS \_\_\_\_\_

SIGNATURE OF AUTHORIZING CONTRACTOR \_\_\_\_\_