



**RFQ
Request for Quotes
PW 2019-04**

**FOR MAINTENANCE
GRANULAR ON VARIOUS ROADS
THROUGHOUT
VILLAGE OF MERRICKVILLE-WOLFORD**

Closing: APRIL 11, 2019 at 11:00 a.m.

Quotes will be received by:
Brad Cole
Manager of Public Works
Village of Merrickville-Wolford

ALL Quotes SUBJECT TO BUDGET **APPROVAL**

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INSTRUCTIONS TO BIDDERS

1.0 INTERPRETATION/DEFINITIONS

In this document,

- a) **Municipality:** mean the Village of Merrickville-Wolford.
- b) **Bidder:** means any qualified person or contractor submitting a price for this tender.
- c) **Bid:** means the proposal as submitted and the related price.
- d) **Non-qualified contract:** means a contract that is not tendered in accordance with the Municipal qualification procedures.
- e) **Qualified contract:** means a contract that is tendered in accordance with the qualification procedures administered by the Municipality.
- f) **Contractor:** means the person, partnership or corporation submitting a tender price to undertake work as specified.
- g) **Qualified contractor:** means a contractor who has applied for and been granted a rating or ratings in accordance with the Municipal qualification procedures.
- h) Specifications, the Special Provisions the "Instructions to Bidders", any other documents listed in the Tender and any Addenda thereto issued by the Township.

3.0 COMPLETION OF THE BID

- 3.1 The forms supplied by the Village of Merrickville-Wolford must be used and e-mailed
RFQ-PW 2019-04

**Brad Cole Manager of Public Works Village
of Merrickville-Wolford
317 Brock St, Merrickville. ON
Emailed to Publicworks@merrickville-wolford.ca**

before **11:00 am on April 11,2019**

- 3.2 All entries in the Quotes shall be clear and legible and made in ink. All items shall be bid according to any instructions in the Tender Documents, and with entries made for unit price, lump sum, extensions and totals as appropriate.
- 3.3 Bids which are incomplete, conditional, illegible and obscure or have reservations, erasures, alterations, additions not called for, or irregularities of any kind may be rejected.
- 3.4 Erasures, overwriting or strike-outs are to be initialed by the person signing for the Bidder.
- 3.5 The Contractor shall complete and submit the following original documentation with the tender:
- a) Contractor's Information Form - Page6
 - b) Unit Price Bid Form - Page 7
 - c) Declaration of Contract Offer - Page 10
 - d) Occupational Health and Safety Statutory Declaration - Page 11
- 3.7 The Contractor shall submit the following completed forms within 7 Days of receiving notification that it is the successful Bidder:
- a) Insurance Certificate
 - b) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
 - c) Performance and Payment Bonding

4.0 ALTERATION OF BIDS

- 4.1 A Bid may be altered by submitting another bid at any time, up to the specified time and date for bid closing. The last bid received shall supersede and invalidate all Bids previously submitted by the Bidder for that Contract.

5.0 WITHDRAWAL OF BIDS

- 5.1 The Bidder may withdraw the Bid at any time, up to the specified time and date for Bid closing, by submitting a letter (bearing the Bidder's signature) to the Manager of Public Works, who will mark thereon the time and date of receipt and **will** place the letter in the tender file. Fax transmissions or telephone calls shall not be accepted.

6.0 UNBALANCED BIDS

- 6.1 Bids that contain prices that appear to be so unbalanced that they may adversely affect the interests of the Village of Merrickville- Wolford may be rejected. Each item Bid shall be a reasonable price for such Work.

7.0 BIDS WITH DISCREPANCIES

- 7.1 Wherever the amount Bid for an item does not agree with the extension of the quantity and the unit price, the unit price shall govern, and the amount and the Total Tender Price shall be corrected accordingly.
- 7.2 Mathematical discrepancies shall be corrected by the Municipality, by appropriate means to arrive at the correct Total Tender Price. Where an error has been made in transferring an amount from one part of the Bid to another, the amount shown before transfer shall, subject to any corrections as provided for above, be taken to be correct and the amount shown after transfer and the Total Tender Price shall be corrected accordingly.
- 7.3 Bidders with Bids that have been rejected by the Township, under Section 6.0 or 7.0, shall be notified of the reasons within 10 Days of the specified time and date for bid closing.

8.0 INQUIRIES DURING RFP PERIOD

- 8.1 Inquiries relative to the tender documents shall be directed to the Dave Powers at 613-269-4791 or by email to publicworks@merrickville-wolford.ca.
- 8.2 No information provided orally by the Village of Merrickville-Wolford shall be binding, nor shall it alter the requirements in any way.

9.0 ACCEPTANCE OR REJECTION OF BIDS

- 9.1 The reserves the right to reject any or all Bids, for any reason whatsoever and to accept only Bids considered best for its interest and to waive formalities as the interests of the Municipality may require without stating reasons, therefore, the lowest or any Bid may not necessarily be accepted.
- 9.2 The Municipality shall not be liable for any costs, expenses, loss or damage incurred, sustained or suffered by any Bidder prior, or subsequent to, or by reason of the acceptance or the non- acceptance by the Municipality of any Bid, or by reason of any delay in the acceptance of a Bid, unless as specifically provided in the Tender Documents.
- 9.3 The Bid shall be irrevocable for a period of thirty days following the date of RFP Closing.

10. CANCELLATION OF CONTRACT

- 10.1 This tender has been prepared with the intention of proceeding with acceptance of the lowest responsible bid, meeting all specifications. However, due to financial constraints and other unforeseen factors, the Municipality may be unable to award this tender. The bidders agree to save harmless, the Township, from any or all claims for monetary or any other types of compensation by the bidder if this tender cannot be awarded. The Municipality reserves the right to discontinue this RFP process and review at any time and not move forward with awarding a contract.

11.0 , CONTRACT AWARD PROCEDURES

- 11.1 The Village of Merrickville-Wolford shall notify the successful Bidder that the Bid has been accepted within 30 Days of the RFP closing.
- 11.2 Notice of acceptance of Bid may be by telephone and fax transmission or by mail.
- 11.3 The successful Bidder shall deliver by hand or by mail within seven (7) Days of receiving written notice to the address specified on the Tender Information Form (Page 1), the following documents:
 - a) Workplace Safety and Insurance Board Certificate of Clearance or Exemption Certificate with proof of self-insurance if granted independent status by WSIB.
 - b) Satisfactory proof of General Liability Insurance in accordance with the General Conditions.
- 11.4 Following receipt of the properly executed documents, Certificate of Liability Insurance and the contract security, the Contractor will receive authority to proceed with the Work,

12.0 PERFORMANCE EVALUATION

- 12.1 The Municipality may evaluate the performance of the Contractor when the Contract is completed or terminated. The Contractor's performance shall be rated on a scale of 1-5, where 1 - very poor, 2 - below average, 3 - average, 4 - good and 5 - excellent, under the following categories:
 - a) Administration
 - b) Adherence to Specifications and Special Provisions
 - c) Condition and Sufficiency of Equipment
 - d) Safety Procedure (OH&SA)
 - f) Traffic Management
 - g) Environmental Compliance (if applicable)

The performance rating shall be determined based on the everyday performance of the Work, quality assurance test(s), letters, and Written Instructions to the Contractor.
- 12.2 A copy of the completed Contractor's Evaluation Report shall be sent to the Contractor. If the Contractor disagrees with any portion of the Contractor's Evaluation Report, he shall advise the Contract Administrator of his specific objections, in writing, within 20 Days of the date of the report.
- 12.3 Once an objection is received, the Roads Coordinator shall advise the Contractor, in writing, within 20 Days of the date of the objection if the objection has been dismissed and the reasons or affirm all changes to the Contractor's Performance Evaluation.
- 12.4 If the Contractor is evaluated as very poor or below average in three categories or very poor in two areas, the Roads Coordinator may disqualify the Contractor from Bidding on Contracts for a period of up to two years from the date the Contract was completed or terminated. The length of the termination will depend on the nature of the unsatisfactory performance.

13.0 PAYMENT TERMS

- 13.1 The Village of Merrickville-Wolford shall pay for the Work upon completion and receipt of an itemized invoice sent in by the Contractor to the Village of Merrickville-Wolford Attention: Manager of Public Works. The Municipalities standard payment term is net thirty (30) days.
- 13.2 The Municipality pays the Harmonized Sales Tax (HST) where applicable and should be shown separately on the invoice.
- 13.3 The may hold back 10% of each invoice or until such time proof of material quality and specification is provided to the Roads Coordinator by the Contractor. The Municipality, at its own expense, reserves the right to have the material tested at an independent Laboratory.

CONTRACTOR'S INFORMATION FORM

Address

Phone Number

Fax

Email

Name of Person Signing for Firm

Signature

HST NO. _____

**RFQ-PW2019-04
UNIT PRICE BID FORM**

Supply and Delivery Only

LOCATION NO: ONE - Various Roads for Maintenance Gravel Application

ITEM 1 Granular "M"

Work under this item will consist of supply, haulage and application of Granular "M" to the Following Municipal roads:

ITEM #	DESCRIPTION OF LOCATIONS	ESTIMATED QUANTITY (Tonne)	UNIT PRICE	TOTAL
1	Pioneer Road W	300T		
1	Bolton Rd	800T		
1	HF McLean Rd	400T	,	
1	Carkner	100T		,
1	Barber Rd W	300T		
1	Willis Rd	400T		.
1	Snowdons Drive E	400T		

BID PRICES NOT TO INCLUDE HST

THIS PAGE MUST BE COMPLETED AND RETURNED WITH TENDER

ITEM NO. ONE

Material Granular "M" (Tonnes)

Granular "M" Aggregate materials to be deposited on Municipal roads or stockpiled at the Municipal Landfill site. Granular M Materials on Municipal roads will require belly dump trailers, while end dump trailers would be used for stockpiling at the Municipal landfill site or dead-end roads. The work is to begin immediately after road restrictions or within seven days written notice by the owner. The main haul will be continuous until completed except for during inclement weather.

Section 1010.05.02 of OPSS 1000 shall be amended in that Granular "M" shall be quarried, crushed rock meeting the physical and gradation requirements of OPSS 101



Village of Merrickville -Wolford
Addendum#1
RFQ
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1) Granular "B" Type 2 1000 Tonne picked up at quarry location

Price per Tonne \$_____

2) Granular M 1000 Tonne picked up at quarry location

Price per Tonne \$_____

Please include this page with quote package.

SPECIAL PROVISIONS
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HAULING SCHEDULE: Hauling will be conducted Monday to Friday, from 7:00 a.m. to 4:30 p.m., unless otherwise agreed to, by the Public Works Superintendent.

Material is to be delivered only once the Municipality has given notice to the contractor for it to be supplied and after the gradation results have been submitted and approved. Material must be supplied at the location and in the quantities specified by the Municipality. Any material delivered without being approved will not be accepted.

INVOICING AND PAYMENT: Payment for the materials listed will be based on the actual quantities delivered or picked up that are acceptable as per this agreement. No extra payment will be allowed for inconvenience or for any other reason, or due to additional or lesser amounts of material being required as compared to what is shown on the Schedule of Unit Prices.

All truck deliveries for the supply of granular materials must be accompanied by load slips in triplicate (indicating Tonnage for each load, as applicable through the Tender Award). Slips must accompany each load and must be signed by the designated Municipal representative (Manager of Public Works or designate) when each load is delivered. One copy of the signed slip is to be left with the Municipal representative at the time of delivery and one copy must accompany each invoice. The contractor shall keep the third slip for his or her records. NOTE: Load slips must be signed BEFORE unloading. Signed load slips must be attached to all invoices. No payment will be made for load slips not signed by the Municipal Representative. The Municipality shall have the right to verify the quantities of any load of material before signing the bill, through physical measurements.

. Invoices are to be submitted monthly and must indicate the exact location where each type of material was delivered by the contractor, or from which pit it was picked up by the Municipality. NOTE: delivery charges are to be shown separately on the invoices.

This agreement may not be assigned or subcontracted in whole, or in part by the Contractor without prior written consent of the Manager of Public Works

If you require a Site visit or a map, please contact Brad Cole at publicworks@merrickville-wolford.ca or 613-269-3525 Ext 236

GENERAL TERMS & CONDITIONS

ALL MAINTENANCE GRAVEL MUST BE COMPLETED BY May25, 2018.

Method of Payment

Payment at the contract price for the above tender service shall include full compensation for all labor, equipment and materials for Supply delivery and finish grading of Granular "M".

LIQUIDATED DAMAGES

1. Liquidated Damages

Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of and by reason of delay, the parties hereto agree that the Contractor will pay to the Owner the sum of **\$250.00** as liquidated damages for each and every 24-hour delay in completion.

DECLARATION OF CONTRACT OFFER

RFQ-PW 2019-03

The Contractor has carefully examined the Quote Documents and has carefully examined the site and location of the Work to be completed under this Contract, and the Contractor understands and accepts the said quote documents and, for the prices set forth in this Bid, hereby offers to furnish all labor, material and equipment, except as otherwise specified in the Contract, and to complete the Work in strict accordance with the tender documents.

The Bidder expressly warrants that the prices contained in his Bid, whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Village of Merrickville-Wolford into accepting his Bid as a truly competitive Bid, whether to the prejudice, injury or benefit of the Village of Merrickville-Wolford.

THE CONTRACTOR BY THIS BID OFFERS TO COMPLETE THIS CONTRACT IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

Dated t h i s _____ day of _____ , 2019.

Contractor Signs here and Position Seal where Applicable

THIS PAGE MUST BE COMPLETED AND RETURNED WITH QUOTE

**OCCUPATIONAL HEALTH AND SAFETY
STATUTORY DECLARATION**

RFQ-PW 2019-04

The Village of Merrickville-Wolford is obligated to ensure that the Work completed by the Contractor is undertaken in a safe manner. Before awarding this Contract, the Village of Merrickville-Wolford must be satisfied that the Tenderer has available resources and understands the Work adequately to be able to complete the undertaking to meet the Municipalities obligation. The Contractor shall complete, including a signature, and submit this form with this Quote envelope.

The Owner reserves the right to reject any Bid for tendered Work if the information herein is not complete or specific to the operation or does not meet an adequate level, as determined by the Owner. If necessary, the Owner also reserves the right to address with the low Bidder, minor deficiencies with the information provided and require the bidder to make the necessary changes to this information. Any additional equipment, labor or material adjustments required by the Owner shall not increase the Bid price.

The Municipality retains the right to negotiate with suppliers on any procurement

In submitting this proposal; I/we, on behalf of _____

certify the following:

- (a) I/We have a health and safety policy and will maintain a program to implement such policy as required by clause 25(2) of the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, (the "OHSA").

Dated at _____ this _____ day of _____ 2019

Authorized Signing Officer (please print)

INSURANCE

Commercial General Liability

Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause.

Such insurance shall add the Village of Merrickville-Wolford as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

Automobile Liability Insurance

with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000. inclusive for each and every loss.

Contractor's Environmental Impairment Liability (if applicable)

The contractor shall effect and maintain Environmental Impairment Liability with a limit of not less than \$2,000,000. Per Incident /Annual Aggregate. Coverage shall include Third Party Bodily Injury and Property Damage including on-site and off-site clean-up. If such insurance is written on a claim made basis, coverage shall include a 24-month extended reporting period or be maintained for a period of two years subsequent to conclusion of services provided under this Agreement

The Policies shown above shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Township.

WSIB

Proof of a WSIB Clearance certificate, to ensure that the employees of the contractor are adequately protected in the event they are injured on the job.

Indemnification

The contractor shall indemnify and hold the Corporation of the Village of Merrickville- Wolford harmless from and against all claims, liability, losses, actions, demands, damages, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence acts or omissions, whether willful or otherwise by the contractor, its agents, officers, employees or other persons for whom the contractor is legally responsible in the performance of this agreement