

MUNICIPALITY  OF ASSIGINACK

**THE CORPORATION OF THE
TOWNSHIP OF ASSIGINACK**

**TENDER TO PROVIDE
SURFACE TREATMENT**

NO. 2020-06

**Sealed tenders clearly marked “Surface Treatment”
Will be received by the undersigned until
Closing at 4:00PM, Friday, August 14, 2020**

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**Awarding of tender will be made by Council
At the regularly scheduled meeting, Tuesday, August 18, 2020.**

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**All tenders to be presented on forms contained in this document
to:**

**TOWNSHIP OF ASSIGINACK
C/O RON COOPER, PUBLIC WORKS SUPERINTENDENT
BOX 238, 156 ARTHUR STREET
MANITOWANING, ON., P0P 1N0
(705) 859-3196 – MUNICIPAL OFFICE
(705) 859-3780 – MUNICIPAL GARAGE**

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LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

PLEASE NOTE THAT FAXED TENDERS ARE NOT ACCEPTABLE

Section 1 Introduction and General Instructions

1.01 Introduction

The Township of Assiginack is inviting tenders for Prime and Chip Surface Treatment. This Request for Tenders (RFT) document (and any other applicable attachments) is available in PDF format through the Township of Assiginack website www.assiginack.ca/

1.02 Submission of Tenders

Tenders shall be submitted in the form and format specified in Section 3 and shall include the completed Form of Tenders included as Section 5 at the end of this document. A designated signing officer authorized to bind the Vendor to the Provisions of their Tender must sign the Form of Tender.

All hard copy tenders must be signed, sealed, the envelopes clearly marked with the Bidder's name and the Project Name and received by the: Township of Assiginack, c/o Ron Cooper, Public Works Superintendent, P.O. Box 238, 156 Arthur Street, Manitowaning, ON P0P1N0. Electronic submissions will not be accepted in response to this RFT. Faxed submissions will not be accepted in response to this RFT.

The Contractor has carefully examined the conditions and specifications attached and referred to in this contract, and has carefully examined the site and work location and understands and accepts the said conditions and specifications, and for the prices set forth in this quote, hereby offers to furnish all labour, equipment and materials, except as otherwise specified in the contract, to complete the work in strict accordance with said conditions and specifications.

Project Name: Tender 2020-06 Surface Treatment

Deadline: No later than August 14, 2020 at 4:00 PM

Tenders must not be restricted by a statement added to the Form of Tender or by a covering letter, or by alterations to the Form of Tender supplied unless otherwise provided in the RFT.

The onus unequivocally remains with the Bidder to ensure that the Township of Assiginack received the Tenders delivered or sent by courier prior to the Tender Submission Deadline, in accordance with the submission process described in this section. Tenders received after the

Tender Submission Deadline will not be considered.

1.03 Contacts

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time: Ron Cooper, Public Works Superintendent, assignroads@amtelecom.net.

IMPORTANT: A Bidder may be disqualified if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information and that no Bidder receives unfair treatment during the RFT process.

1.04 Schedule

The schedule set out herein represents the Townships best estimate of the schedule that will be followed, and it is intended to be a guideline.

Approximate Tender Agreement Schedule

Request for Tender Issue Date	Wednesday, July 29, 2020
Tender Submission Deadline (see Section 1.02)	Tuesday, August 14, 2020 @ 4:00pm
Tender Opening	Tuesday, August 18, 2020 @ 4:30pm

1.05 Required Review and Clarification

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accepted the terms and conditions of the RFT in full. The Township of Assiginack is not responsible for any misunderstanding in the RFT.

1.06 **Reserved Rights of the Township of Assiginack**

The Township of Assiginack reserves the right to:

- a) Make public the names of any or all Bidders and their quoted price
- b) Request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to the request for clarification into the Bidder's Tender.
- c) Adjust a Bidder's scoring or reject a Bidder's Tender based on
 - a. A financial analysis.
 - b. Information provided by references
 - c. The Bidder's past performance on previous contracts awarded by the Township of Assiginack
 - d. The information provided by a Bidder pursuant to the Township of Assiginack exercising its clarification rights under this RFT process; or
 - e. Other relevant information that arises during the RFT process.
- d) Verify with any Bidder or with a third party any information set out in a Tender.
- e) Check references other than those provided by any Bidder.
- f) Disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or any qualifications.
- g) Disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- h) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- i) Select the Bidder other than the Bidder whose Tender reflects the lowest cost to the Township of Assiginack or the highest overall score.
- j) Cancel this RFT process at any stage
- k) Cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- l) Accept or reject any or all Tenders in whole or in part.

- m) Discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- n) If a single Tender is received, reject the Tender of the sole Bidder and cancel this RFT process
- o) To negotiate with the two lowest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

1.07 Not Responsible for Costs

The Township of Assiginack shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Township of Assiginack shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting in from the Township of Assiginack exercising any of its expressed or implied rights under this RFT.

1.08 Tender Expiry Date

Bidders hereby acknowledge that their Tenders shall be irrevocable for a period of 30 days from the Tender Submission Deadline. Extensions to this period may be granted with the mutual agreement of the Township of Assiginack and the successful Bidder and may be initiated by either party.

1.09 Confidentiality and Ownership

Any information provided to the Bidder by the Township of Assiginack before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Township of Assiginack. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Township of Assiginack. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as

part of the deliverables remains the property of the Bidder.

1.10 Invoicing

The Vendor will be solely responsible for submitting a proper invoice as defined in the Construction Act, R.S.O. 1990 to the Township in accordance with the schedule and requirements in Section 2.04. In addition to the statutory requirements of a proper invoice, Contractors shall also submit the following documentation to the Township:

- a) A valid WSIB clearance certificate that covers the invoice period;
- b) If holdback is being retained by the Township, then on the second invoice (if applicable) and every invoice thereafter, a Statutory Declaration from the Contractor declaring that all accounts for labour, subcontracts, productions, construction equipment, and other indebtedness which may have been incurred by the Contractor in the substantial performance of the Work and for which the Township might in any way be held responsible have been paid in full, except for the amounts properly retained as holdback, in dispute or on some other alternative form acceptable to the Township; and
- c) Supporting documentation including weight tickets for materials used to substantiate the Work delivered and / or performed to date.

1.11 Method of Delivery of Invoices

- a) The Contractor shall send invoices via electronic mail to both the attention of the Township Contact(s) specified in the Contract and/or Purchase Order and to the Treasurer. The Contractor shall reference the invoice Purchase Order number in the email subject line.
- b) Invoices not received by the Township contact set out herein as instructed will not be acknowledged or considered received by the Township.

- c) Invoices delivered after 4:00pm between Monday to Friday or statutory holiday or weekend will be considered received on the next business day.

1.12 **Processing of Proper Invoices**

Failure of the Contractor to submit a proper invoice will not be processed for the payment by the Township until a proper invoice is received by the Township. It is the Contractor's responsibility to submit and re-submit a proper invoice to the Township whether the Township provides notice or not.

1.13 **Payment Disputes**

- a) Upon receipt of a Proper Invoice from the Contractor, the Township may approve or disputed – all or part of the contents of that said Invoice.
- b) If the Township does not agree with the invoiced Work or amounts, the Township will review the invoice with the Contractor and try to resolve the disputed amounts within ten (10) calendar days from the date of receipt. If the invoice cannot be resolved between the Township and the Contractor within ten (10) calendar days, the Township may pay the portion that it determines is owing and will include with the payment an explanation for any reduction of the invoiced amount. Any Notice of Non-Payment shall comply with the Construction Act.
- c) The Township may withhold payment under the Contract for any disputed amounts, without interest until such dispute is settled or resolved – informally or formally i.e. litigation, adjudication or any formal dispute resolution procedure.
- d) No payment made under the Contract will constitute a waiver of any terms of the Contract or any other rights available by law or equity.
- e) Unless otherwise agreed to by the parties, the Township will not be liable for any charge or fees for late payment.

- f) If the Contractor is in any way indebted to the Township, either under the terms of the Contract or for any other reason, the Township shall have the right of set-off to the extent of such debt.

1.14 Freedom of Information

Any personal information required in the Proposal is received under the authority of the Township of Assiginack. This information shall be an integral component of the submission. All written proposals received by the Township become public record. Once a Proposal is accepted by the Township of Assiginack and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

1.15 Additional Requirements

- a) The use of appropriate and credible sub-contractors by the Bidder to perform portions of the project is permitted only if the Bidder declares such use in the Proposal.
- b) The successful Bidder shall, throughout the term of the contract, obtain and maintain in force a General Liability Insurance and/or Professional Liability Insurance coverage of not less than \$5,000,000.00 per occurrence inclusive, to indemnify and hold harmless the Township of Assiginack against any liability for property damage or personal injury, including death, which may arise from the Bidder's operations under this Contract;
- c) The successful Bidder shall ensure that all services and products provided in respect to this proposal are done so in accordance with and under the authorization of all applicable authorities, municipal, provincial, and / or federal legislation, including but not limited to WSIB and

all applicable responsibilities under Occupational Health & Safety Act.

Section 2 Scope of Work and Project Requirements

2.01 Scope of Work

The tendered price shall include Operator(s) and Unit(s) on Schedule of unit prices on Page 14 (attached). Generally, to a install single layer of surface treatment for 6 linear kilometers. There shall be no sub-contracting of the work by the Contractor without the written approval of the Public Works Superintendent (Ron Cooper). The Contractor is to provide all required equipment and materials required for the re-surfacing work (there are several quarries in the area) and is required to contact The Superintendent for further questions on any further specifications of this tender that you may require.

2.02 Services Required

The services to be provided by the successful Bidder will include but not limited to those areas as set out below. Generally, services provided by the successful Bidder in each area shall include but not limited to:

1. Bidwell Road \$_____

2.03 Core Key Deliverables / Requirements

The Township has the following general requirements of a potential preferred vendor for the Prime and Chip Surface Treatment:

2.03.1 The successful Bidder shall deliver a certified copy of the Firm’s Public Liability and Property Damage Insurance Policy for the works, within ten (10) calendar days of receiving the Acceptance Notice. Coverage shall be at least two million dollars (\$2,000,000) per occurrence in the name of the Township of Assiginack. The Bidder shall deliver a certificate of insurance naming the Corporation of the Township of Assiginack additionally insured. Failure to provide such proof shall result in cancellation of the contact and forfeiture of the bid deposit.

2.03.2 The successful bidder shall also deliver proof of Workman’s Safety & Insurance Board coverage within ten (10) calendar days of receiving the acceptance notice.

2.04 Payment Schedule

Payment of the contract amount, subject to the statutory holdback

(Construction Act) and the deficiency holdback referenced in Section 2.05, shall be made promptly upon the Issuance of the Certificate of Substantial Completion and the receipt of a proper invoice as set out in Section 1.11.

2.05 Deficiency Holdback

In addition to statutory holdback and any other remedy available to the Township, the Township of Assiginack may withhold up to five percent (5%) of the total value of Work performed (“Deficiency Holdback”) for a period of up to two (2) years following the Substantial Performance of the Contract. Upon rectification and completion of the deficiencies in accordance with the Contract Documents and as approved by the Township and / or Contract Administrator, the Deficiency Holdback (less any monies owed to the Township by the Contractor) will be released to the Contractor. All monies payable to the Township by the Contractor, including but not limited to the costs and expenses incurred to rectify the deficiencies that the Contractor fails to rectify and complete to the Township’s satisfaction may be retained out of the Deficiency Holdback.

2.06 Performance Evaluation:

Failure to execute the contract in a competent manner shall result in the bidder’s disqualification from bidding on the Townships future contracts for a period of two (2) years.

2.07 Completion Date:

Bidwell road project shall be completed on or before October 15, 2020. The Contractor shall complete the work by October 15, 2020 at 4:00pm. If the time limit above is not adequate to permit completion by the Contractor working in a normal number of hours, the Contractor shall make changes to permit the work to be completed by the above date. Additional cost incurred shall be deemed to be included in the price of the bid for the work. If the work is not completed by the above date, or by an amended date allowed and approved in writing by the Township, the Contractor agrees to pay the Township a sum of five hundred dollars (\$500.00) per calendar day for each delayed day in finishing the work, excluding weekends. The Contractor shall be responsible for any and all damages, or claims for damages or injuries or accidents done or caused by him/her or his/her employees or resulting from the prosecution of the works, or any of his/her operation, caused by reason of the existence or location or condition of works, or of any material, plant or machinery used therein or which may happen by reason thereof or arising from any failure, neglect or omission on his/her part, or on the part of his/her employees to do or perform any or all of several acts or things required to be done by him/her

or them under this agreement and by these conditions and covenants and agrees to hold the Township of Assiginack harmless, and indemnified for all such damages and claims for damage.

Section 3 Requirements

3.01 **Submission**

For the Township of Assiginack to evaluate proposals fairly and completely, Bidders shall provide **all** information requested in the format set out in the RFT. Failure to provide all required information as detailed in this section may result in the Bidder being disqualified or scoring poorly in the evaluation.

Each Proponent shall submit **one (1) set** of their Proposal, containing the following items:

- a) An indication of the Bidder's understanding of the project scope and requirements, including how each of the specific required services shall be met.
- b) An overview of the Company submitting the proposal, along with an overview of any sub-contractors which will be taking part in the work on behalf of the Bidder, and their legal/contractual relationship to the Bidder.

Section 4 Evaluation of Proposals

4.01 **Evaluation Criteria, Process and Award**

As part of the evaluation process, the Township may contact one or more Bidders to clarify or obtain more information about their Proposal or to request the Bidder to exhibit or otherwise demonstrate the information contained therein. The purpose of these discussions will be to ensure full understanding of the requirements of the RFT and Proposal. Discussions will be limited to specific sections of the RFT identified by the evaluation committee. The Lead Contact will only hold discussions with Bidders who have submitted a proposal deemed to be reasonably acceptable for Award.

The Township of Assiginack may make an award based on the proposals received without further discussion with the Bidders. Therefore, each initial offer should contain the Bidder's best terms/information, including all required documentation as listed in this RFT.

Basis of Rejection of Tender

Tenders not conforming to the requirements within this document or the following will be disqualified:

- a) Tender must be legible, in ink, typewritten, or by printer.
- b) Tender must be in the possession of the Township of Assiginack by the closing date and time and on the form provided.
- c) Tender must be signed and sealed by an authorized official of the bidding organization. A joint tender must be signed and sealed by each company presented.

TOWNSHIP OF ASSIGINACK
TENDER FOR SURFACE TREATMENT
TENDER NO. 2020-06
SCHEDULE OF UNIT PRICES

Ontario Provincial Standard Specifications

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL VALUE
1	Single layer surface treatment (including Class 2 aggregate)	m ²	42,000 (6,000 x 7)		
Estimated Tender:					
HST ACCOUNT#:			Harmonized Sales Tax:		
Total Estimated Tender:					

Section 5 Form of Tender

I/We, the Undersigned, having examined this Request for Tenders, do hereby offer to enter into an Agreement with the Township of Assiginack to provide Prime and Chip surface treatment, without undue delay, and completed by October 15, 2020.

I / We _____
(Name of Individual(s)) (Position)

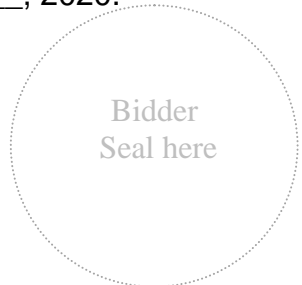
of _____
(Company / Firm)

Dated at _____ this _____ day of _____, 2020.

Authorized Signature: _____

Address: _____

Telephone: _____ Facsimile: _____ E-mail: _____



Signature in the designated space, by an authorized officer of the Bidder's company affirms acceptance of the Request for Tender requirements set forth in this document, the associated costs attributed to the business arrangement between the Bidder and the Township of Assiginack, and hereby certifies that the information supplied in this Tender to be true and complete in all respects.