

THE UNITED TOWNSHIPS OF HEAD, CLARA & MARIA



Municipal Road Resurfacing

REQUEST FOR PROPOSAL DOCUMENTS RFP 2022-01

Sealed proposals will be received at:
The Townships of Head, Clara & Maria
15 Township Hall Road
Stonecliffe, Ontario, K0J 2K0

Proposal Closing Date: 12:00 h, Wednesday, July 27th, 2022

Once signed, this document becomes the official proposal and once accepted by Council/Staff, becomes part of the Agreement. The lowest or any proposal will not necessarily be accepted.

PROPOSAL DOCUMENT INSTRUCTIONS

1.0 SCOPE OF WORK

The United Townships of Head, Clara and Maria (the "Municipality") invites proposals for municipal road resurfacing. Exact location to be determined. Proposals must include price per linear kilometer (2 lanes) to supply and install material on one-kilometer length of road. Proposals must also include type and quantity of material(s) to be installed.

- 1.1 Proposal documents must be received by the Municipality by 12:00 h on the closing date, Wednesday, July 27th, 2022. Proposals received after this time may not be considered.
- 1.2 Trucking, traffic control, and all other labour and materials shall be provided by the Contractor.

2.0 GENERAL

- 2.1 Contact for the Municipality of the United Townships of Head, Clara & Maria is Crystal Fischer, Clerk/Treasurer, (613) 586-2526, fax (613) 586-2596, email clerk@headclaramaria.ca. Any inquiries regarding the interpretation of the plans or specifications shall be directed to Ms. Fischer.
- 2.2 Proposals which are incomplete, conditional, illegible, and obscure or have reservations, erasures, alterations, additions or irregularities of any kind may be rejected.
- 2.3 Limited liability companies should affix their corporate seal, over the signature or signatures of authorized signing officer or officers.
- 2.4 Faxed proposal submissions will be rejected as they do not meet confidentiality or signature requirements.
- 2.5 Any proprietary or confidential information should be clearly identified as such and the desired treatment specified.

3.0 TERMS AND CONDITIONS

- 3.1 The prices quoted shall be in Canadian dollars and shall be "Work Completed" prices; including all materials, labour, other expenses, sales taxes, fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned.
- 3.2 All Contractors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 3.3 It is the responsibility of the Contractor to pay for all permits, licenses and fees, and give all notices and comply with all applicable statutes, laws, by-laws and regulations, federal, provincial, municipal or otherwise.
- 3.4 The Contractor shall use care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Contractor shall be solely responsible for all loss,

damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Contractor, its employees or agents.

- 3.5 All refuse including pavement particles and any other debris resulting from this operation shall be gathered and removed from the work site on a daily basis. No dumping will be allowed on the road right-of-way. The Contractor will be responsible for all costs associated with clean up.
- 3.6 The Public Works Leader will review workmanship, material preparation and handling, equipment, base preparation and weather conditions. Should any problems or deficiencies be noted, the Contractor shall take appropriate corrective action to the satisfaction of the Public Works Leader prior to acceptance of the completed work. All required corrections will be at no cost to the Municipality.
- 3.7 Good workmanship must be apparent. When work is found incomplete or unsatisfactory, the Contractor will be informed and will be expected to rectify the condition immediately at no cost to the Municipality. Failure to rectify the condition will entail the Municipality employing others and the cost incurred being deducted from monies due to the Contractor. Repeated infractions of unsatisfactory performance will not be tolerated and will result in cancellation of the Contract.

4.0 ALTERATIONS OR WITHDRAWAL OF PROPOSALS

- 4.1 A proposal may be altered by submitting another proposal at any time up to the specified time and date for proposal closing. The last proposal received shall supersede and invalidate all proposals previously submitted by the applicant for that Agreement.
- 4.2 The applicant may withdraw the proposal at any time up to the specified time and date for proposal closing by submitting a letter bearing the bidder's signature to the Clerk. Due to security, fax or telephone calls will not be accepted.
- 4.3 The Municipality reserves the right to waive irregularities and to reject any or all bids. The Municipality also reserves the right to negotiate with the selected proponent in the event that the price exceeds available funds.
- 4.4 Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particulars for any aspect of the work or deliverables are unclear or vague, and the Contractor proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked Contractors in each category, in order to refine any particulars, which may not otherwise be evident.

5.0 ACCEPTANCE OR REJECTION OF PROPOSALS

- 5.1 The Municipality reserves the right to reject any or all proposals and to waive formalities as the interest of the Municipality may require without explanation, **therefore, the lowest or any proposal may not necessarily be accepted.** Such circumstances may include, but are not limited to, the quote on all proposals received, being in excess of the anticipated Municipal budget resulting in lack of funds to complete the project.
- 5.2 The Municipality reserves the right to reject any proposals from any bidder, who in the Municipality's reasonable opinion, is deemed incapable of providing the necessary labour, material, equipment, financing and management of resources to perform the work in a satisfactory manner within the specified time frame.
- 5.3 The Municipality is not liable for any costs, expenses, losses or damages incurred, sustained or suffered by any applicant prior, or subsequent to, or by reason of the acceptance or non-acceptance by the Municipality of any proposal, or by reason of any delay in the acceptance of a proposal, except as provided in the proposal documents.
- 5.4 The proposal shall be irrevocable for a period of sixty (60) business days following the date of proposal closing.

6.0 AGREEMENT AWARD PROCEDURES

- 6.1 The Municipality will notify the successful bidder that the bid has been accepted within thirty (30) days of the proposal closing.
- 6.2 Notice of acceptance of proposal will be by email or mailing of an Order to Commence Work Letter.
- 6.3 The successful bidder may commence work at the site immediately upon receipt of the Order to Commence Work letter, and must commence work within fifteen (15) days of receipt of same.
- 6.4 Failure by the successful bidder to meet the above requirements will entitle the Municipality to cancel the award of the contract. The Municipality may then award the Contract to one of the other proponents, or take such action as it chooses.

7.0 PROPOSAL OPENING

- 7.1 Proposals shall be opened at the Municipal office at 2:15 pm on the same day that the proposal closes. The meeting will be open to the public and all proposal submitters are invited to attend.
- 7.2 No announcement concerning the successful proposal shall be made until a complete proposal report and analysis is completed by staff and if applicable (as per the Procurement By-Law), approved by Council.

8.0 REQUIREMENTS AT TIME OF EXECUTION

- 8.1 The successful bidder is required to submit the following documentation, at his or her own expense, in a form satisfactory to the Municipality, for execution within ten (10) working days after being notified to do so in writing.
 - 8.1.1 Insurance Documents (Valid Certificate of Insurance)
 - 8.1.2 Letter of Good Standing with the Workplace Safety and Insurance Board (WSIB).
 - 8.1.3 A declaration that all assessments or compensations payable to the appropriate authorities (employee remittances) have been made.
- 8.2 Upon acceptance of proposal by the Municipality, the successful bidder shall submit properly executed Certificates of Liability and All Risk Insurance, and all other documents as requested.
- 8.3 The successful proponent shall indemnify and hold the Municipality, its officials, agents and employees harmless from and against any liability, loss, injuries, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the proponent, it's agents, officers, employees or other person for whom the proponent is legally responsible.
- 8.4 A contract between the successful proponent(s) and the Municipality will be required. The Municipality will prepare the draft contract, and the Request for Proposals and Project Proposal shall form appendices.
- 8.5 Once awarded the contract, the Contractor must obtain all necessary permits to complete the project.



**Municipal Road Resurfacing
PROPOSAL DOCUMENTS
RFP 2022-01**

Name of firm or individual (hereafter referred to as the "Contractor")

Address

Name of person with signing authority (printed and signed)

Phone number

Fax number

Other

HST Registration Number

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Municipality. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Municipality. I/We agree to supply the goods, materials or services for the unit prices stated herein.

Signature of Authorized Company Official

Name of Authorized Company Official
(Please Print)

Title
(Please Print)

Please note: person signing must be authorized to sign on behalf of the company/individual represented, and to bind the company/individual to statements made in response to this contract. Failure to sign the submission form may result in the proposal being rejected.

CONTRACTOR'S PROPOSAL STATEMENT

The Proponent agrees that, if this proposal is accepted by the Municipality:

- The Municipality shall have the right to choose the most beneficial/advantageous lump sum price proposed for this project.
- Extended time for completion of the project must be approved in writing by the Municipality in agreement with the Contractor.
- The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Municipality.
- The Proponent shall comply with relevant Federal, Provincial and Municipal statutes, regulations and By-laws pertaining to the work and its performance. The Contractor shall be responsible for ensuring similar compliance by its sub-contractors.
- The Proponent recognizes and agrees to the right to reject any or all proposals in whole or in part or to accept the proposal or parts thereof, judged most satisfactory is expressly reserved by the United Townships of Head, Clara & Maria without liability on the parts of the Council, Committee or any Consultant. The lowest proposal will not necessarily be accepted.
- The anticipated date for work to begin is September 1, 2022.
- The proposal will be valid for a period of 30 days after the date of closing of Proposals – but will likely be awarded by August 20th, 2022.
- The Proponent agrees that he will furnish to the Municipality copies of all Sub-Contractor Performance Bonds and Labour and Material Payment bonds forthwith upon execution of sub-contracts with his Municipality approved sub-contractors.
- The Proponent agrees that this proposal is subject to a formal contract being prepared and executed.

ATTESTATION

My/Our signature below attests to the fact that this bid is prepared and submitted without collusion or deceit.

That I/we expressly warrant that the prices contained in this proposal are quoted in utmost good faith on my/our part, without any collusive arrangements or agreement with any other person, partnership or corporation.

I/we expressly represent that I/we am not party or privy to any deceit intending to mislead the Municipality into accepting my/our proposal as a truly competitive proposal whether to the prejudice, injury or benefit of the Municipality.

I/We, by this proposal, offer to complete this Agreement in accordance with the terms contained herein.

I/We have carefully examined the provisions, plans, specifications and general conditions of this Agreement. I/we understand and accept said provisions, plans, specifications and conditions.

For the prices set forth in this proposal, I/we hereby offer to furnish all machinery, tools and materials, except as otherwise specified in the Agreement, to complete the work in strict accordance with the provisions, plans, specifications and general conditions referred to in the contract.

I/We agree to have the work completed within a time, to be known as the "Time of Completion" in accordance with the project schedule from the date of the written Order to Commence Work.

Signature

Date

EXPERIENCE IN SUCCESSFULLY COMPLETED SIMILAR PROJECTS

The Proponent must demonstrate their ability to complete projects with a similar scope of work by providing a brief description of a minimum of two (2) projects completed within the past five (5) years including references.

DESCRIPTION OF CONTRACT	YEAR	ENTITY/PERSON RESPONSIBLE FOR PROJECT	OTHER COMMENTS

How long has your company provided road construction services in Ontario?

Are all your employees covered by WSIB? Yes No

Please provide your WSIB Registration Number: _____

Include any other information you consider relevant to the evaluation of the information that you are providing for Section 1.0 or value added services that would benefit the Municipality.

REFERENCES

Provide at least three (3) references, preferably of other municipal, provincial or federal government organizations for which you are currently or have recently done road resurfacing work, which are identical or similar to the requirements of this RFP. The Municipality reserves the right to contact all references, including the Municipality's internal assessment of current performance, if any.

ORGANIZATION NAME:

CONTACT NAME AND TITLE:	
PHONE:	EMAIL:
DESCRIPTION OF WORK COMPLETED:	

ORGANIZATION NAME:	
CONTACT NAME AND TITLE:	
PHONE:	EMAIL:
DESCRIPTION OF WORK COMPLETED:	

ORGANIZATION NAME:	
CONTACT NAME AND TITLE:	
PHONE:	EMAIL:
DESCRIPTION OF WORK COMPLETED:	

PRICING

Pricing is in Canadian Dollars. HST is shown as a separate line item. All pricing shall be inclusive of all equipment, materials, labour, permits, fees, licenses and all other related costs necessary to complete all Work successfully as stated within this RFP.

PROPOSAL DETAILS

Provide a detailed description of the scope of work.

Proposal Submission Signature Page

Dated at _____ this _____ day of _____, 20 .

Contractor signature

Position/Title

Signature of Witness

Company Seal (if applicable)

Note: If the proposal is submitted by, or on behalf of a corporation it must be signed in the name of such corporation by the duly authorized officers and the seal of the corporation must be affixed. If the proposal is submitted by a sole proprietor, the signature must be witnessed.