



The Corporation of the Township of Douro-Dummer

Request for Proposal

Identification: T-2017-6- Equipment Rental and Labour Requirements for the Twelfth Line Dummer Road Project

TS - Transportation Services

Tender Closing

Date: Tuesday, June 13, 2017

Time: 12:00PM (noon) local time

**Location: The Township of Douro-Dummer
894 South Street
Warsaw, Ontario K0L 3A0**

Attn: David Clifford, C.A.O.

Late Bids Will Not Be Accepted.

The Corporation of the Township of Douro-Dummer reserves the right to accept or reject all or part of any Bid and also reserves the right to accept other than the lowest Bid and to cancel this Call for Bids at any time.

"Part A" Information to Bidders

1. Purpose

The Township of Douro-Dummer is requesting a request for proposal for the rental and supply of equipment, operators, foreman, flag persons and laborers to complete work on the Twelfth Line Road Dummer as per instructions from the Manager of Public Works and/or designate.

2. Proposal Copies

Proposals will be received by:

The Corporation of the Township of Douro-Dummer
894 South Street
Warsaw, Ontario K0L 3A0

Attn.: David Clifford, C.A.O.

One (1) original copy and one (1) photocopy of the Proposal properly signed and sealed shall arrive at the office of the Township of Douro-Dummer, 894 South Street, Warsaw, Ontario K0L 3A0.

3. Proposal Closing

Proposals must be delivered to the above address before 12:00 pm (noon) on Tuesday, June 13, 2017. Time registered on the Township of Douro-Dummer Reception computer will be considered the official time when determining exact time of submission.

4. Proposal Award

It is understood that any reference herein to Lowest Bidder or Lowest Tender is replaced by Highest Overall Scored Proponent. Proposal award shall be made only upon the basis of the highest overall scored proponent in the evaluation process.

5. Evaluation Criteria

Proposals shall be evaluated based on:

- A) Company Profile/Service/Support and References
- B) Proponents ability to perform Contract
- C) Rental Price
- D) Product Review

Evaluation of each proposal relative to the others shall give due consideration to:

	Weight
A) Company Profile/Service/Support and References	25%
B) Proponents capability to perform this Contract shall be based on the firm's prior experience in supplying and	25%

- providing training for the proposed equipment,
 delivery, time, safety features and warranty provided
- C) Rental Price 25%
- D) Product review, and any additional value-added
 services included in the Proposal at no additional cost 25%

Method of Evaluating Cost

$$\frac{\text{cost of lowest proper proposal}}{\text{cost of proposal being evaluated}} \times \text{full weight of cost criteria}$$

10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Township's needs
8	Good	Exceeds the requirements of the criterion but in a manner which is not completely beneficial to the Township's needs
7		Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5		Addresses most, but not all, of the requirements of the criterion to minimal acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3		Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
2	Very Poor	Very Poor to Unsatisfactory
1	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

Each Bidder is asked to submit one (1) original and one (1) copy of their proposal.

6. Inquiry

Any questions regarding this tender should be directed to:

Harold Nelson
Manager of Public Works

Township of Douro-Dummer
(705) 652-8402
Email: publicworks@dourodummer.on.ca

7. Amendments to "Standard Terms and Conditions"

Where Amendments to the Township's "Standard Terms and Conditions" are contained herein, it should be noted that these Amendments supersede any of the foregoing Terms and Conditions.

8. Multiple Proposals

Where a proponent believes his/her company provides more than one suitable option that meets the specification provided, then more than one proposal is acceptable, but must be submitted entirely separate, as if it was the only one being submitted and individual sample of each must also be provided.

"Part B" Standard Terms and Conditions

1. Definitions

Bid	The document issued by the Township in response to which Quotations/Tenders/Proposals are invited for the performance of the work or supply of equipment.
Bidder	A person (s), firm(s) or corporation(s) who has submitted a bid.
Company	The person(s), firm(s) or corporation(s) to whom the Township has awarded the contract.
Contract	The purchase order authorizing the company to do the work, the Quotation/Tender/Proposal, the bonds or security (if any), the company's Quotation/Tender/Proposal, and change notices, appendices, and addenda (if any), Formal contract.
Township	The Township of Douro-Dummer, its successors and assigns.
Equipment	The materials, machinery, assemblies, instruments, devices or articles as the case may be, or components thereof, which are the subject of the contract.
Subcontractor	A person(s), firm(s) or corporation(s) having a contract with the company for any part of the work.
Work	All materials, equipment fixtures, services, supplies, and acts required to be done, furnished and/or performed by the company.

2. Bid Closing Time

One (1) original and one (1) copy of the bid document, or as otherwise requested herein, properly signed and sealed and clearly marked as to its contents, shall arrive at the Municipal office of the Township of Douro-Dummer, 894 South Street, Warsaw, Ontario, K0L 3A0 no later than the specified time and closing date indicated on the cover page of the document. Late bids shall not be accepted; however they shall be time and date stamped and returned to the Bidder unopened upon request.

The Township of Douro-Dummer's time mechanism will be considered the official time when determining exact time of submission.

3. Bid Requirements

Bidders are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

- a) Bids must be submitted on the bid form supplied by the Township. Bid submissions must not be restricted by a statement added to the bid form or by a covering letter, or by alterations to the bid form supplied unless otherwise provided in the bid document.
- b) Bid submissions shall consist of "Part "D" Bid Form" and all other sections and requirements as requested within the bid document. See "Part "D" Bid Form" for all requirements requested within the bid document.
- c) The Bid Form shall be signed in the space(s) provided by a duly authorized official of the entity bidding. If a joint Bid is submitted, it shall be signed on behalf of each of the Bidders and if the signing authority for both Bidders is vested in one individual, he/she shall sign separately on their behalf. Signatures on behalf of non-incorporated bodies or by individuals shall be witnessed. In the case of an incorporated Company, the corporate seal should be affixed to the Bid Form adjacent to the authorized signature.
- d) Bids must be legible, written in ink or typewritten. Erasures, over-writing or strikeouts must be initialed by the person signing on behalf of the Company.
- e) Adjustments by telephone, facsimile (Fax), e-mail or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission prior to the specified bid closing time.
- f) Bids must be submitted in individually sealed envelopes and must clearly identify the name of the company, address of company, and tender number (FD-2015-01) on the outside of the envelope. Quotation/Tenders/Proposals received after closing time specified in the bid document will not be considered.

Faxed Bid Submissions are not acceptable

- g) Delivery of the Bid submission through a Courier Service shall be the responsibility of the Bidder and shall result in the submission being rejected where:
 - a. Bid submission is delivered to a location other than which is stated on the submission and fails to be delivered to the Municipal Office of the

Township of Douro-Dummer's Office prior to the closing date and time; and/or

- b. Bid submission which is enclosed in the Courier Envelope that does not state, "Bid Document Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- c. Bid submission is delivered later than the closing date and time.
- h) Each item in the bid document shall be a reasonable price for such item. Bids that contain prices which appear to be unbalanced as to affect adversely the interest of the Township may be rejected. The Township will be the sole judge in this matter.

4. Bidders Statement of Understanding

It is understood that the Bidder has carefully examined all of the bid documents and have carefully examined the Work to be performed under the Contract if awarded. The Bidder also understands and accepts the said bid documents, and for the prices set forth in the Bid, hereby offers to furnish all labour, machinery, tools, apparatus and other means of implementation, and materials to complete the terms and conditions and requirements in strict accordance with the bid documents.

None of the conditions contained in the Bidder's (seller's) standard or general (printed) conditions of sale shall be of any effect unless explicitly agreed to by the Township as set forth or specifically referred to therein.

The Bidder declares that his submission is not made in connection with any other bidder submitting an offer for the same commodity or commodities, and is in all respects fair and without collusion and fraud.

The contract shall be governed and interpreted in accordance with the laws of the Province of Ontario.

5. Clarification of Bid Documents

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Quotations/Tenders/ Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Bid all addenda that were considered when its Quotation/Tender/Proposal was prepared.

The Township will issue all written addendum to the bid documents to each bidder or prospective Bidder via e-mail, Fax or electronic posting.

Bidders are required to confirm receipt of each addendum. Although the Township will make every reasonable effort to ensure that each Bidder receives all addenda issued, it is each Bidder's ultimate responsibility to ensure all addenda have been received.

6. Insurance and Workplace Safety Insurance Board

The successful bidder shall deliver a certified copy of the Firm's Public Liability and Property Damage Insurance, and where applicable the bidder shall carry standard automobile and non-owned automobile liability insurance Policy for the works, within ten (10) working days of receiving the Acceptance Notice. Coverage shall be at least \$2,000,000.00 per incident, with the Township of Douro-Dummer named as insured. Additional coverage may be required.

See Part "A" Information to Bidders, which form part of this bid document for additional requirements.

The successful bidder will be required to submit proof of Workplace Safety Insurance Board Coverage, within ten (10) working days of receiving the Acceptance Notice and shall provide additional certificates as often as is deemed necessary by the Township during the term of the contract to ensure continued good standing with the Workplace Safety & Insurance Board.

or

The successful bidder shall provide proof to the Township from the Workplace Safety & Insurance Board that the bidder does not require Workplace Safety & Insurance Board Insurance. If the successful bidder changes its status with the Workplace Safety & Insurance Board during the term of the contract such that coverage is required, the successful bidder shall immediately provide the Township with the W.S.I.B. Clearance Certificate.

Failure to provide such proof shall result in cancellation of the Contract.

7. Proof of Ability

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed subcontractor, to perform the work by the specified delivery date.

8. Document and Site Review

Bidders may be required to attend a mandatory document and site visit with the Township.

See Part "A" Information to Bidders, which form part of this bid document.

The Submission of a Bid shall indicate that the bidder agrees and warrants that he has examined the site and all conditions relevant thereto, and all the separate documents, drawings, specifications and addenda and that the bid submitted covers the cost of all the items required in the contract. No claims for extras will be entertained on account of conditions, which could be observed on the site at the time bids were submitted.

See Part "C" Specifications, which form part of this bid document.

9. Pricing Requirement

Prices shall be in Canadian Funds, quoted separately for each item stipulated F.O.B. the point specified therein.

All prices bid shall include applicable taxes, customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as extra, unless otherwise specified. If the Bidder intends to manufacture or fabricate any part of the work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the Importer of record for customs purposes.

Except as may be provided in Part "C" Specifications, in the Quotation/Tender/Proposal document, the prices bid shall not be subject to adjustment for any cost of the work to the Company.

In the event of any discrepancy between the unit price and the extension, the unit price shall govern.

10. Terms of Payment

Unless progress payments or any alternate payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice. The effect of any alternative payment terms, stated clearly in the bid submission will be considered in the evaluation of bids. The Township shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same.

11. Terms of Payment – for Construction Projects

Payment for materials supplied and work completed shall be on a monthly basis at the rate of 90%, providing for a 10% holdback in accordance with the Construction Lien Act, 1990, or its latest edition.

After performance acceptance of the work, and in accordance with the Construction Lien Act, 1990, or its latest edition, the holdback will be paid (after the hold back period and in the absence of no claims), to the Company upon receipt of a Statutory

Declaration that all accounts and labour have been paid in full, receipt of a Workplace Safety & Insurance Certificate of Clearance and receipt of all "As Built" drawings and maintenance manuals, where applicable. Upon inspection and correction of any deficiencies at the end of the maintenance period, to the satisfaction of the Director or designate the Performance Sureties will be returned to the Company.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Department Manager or designate.

12. Delivery

Time shall be material and of the essence of the contract.

All bids shall be F.O.B. Destination, Warsaw, Ontario unless otherwise noted in the bid document. The Company shall be responsible for arranging its work so that completion shall be as specified in the contract.

13. Patents and Copyrights

The Company shall at its expense, defend all claims, actions or proceedings against the Township based on any allegations that the work or any part of the work constitutes an infringement of any patent, copyright or other proprietary right and shall pay to the Township all costs, damages, charges and expenses, including its legal fees.

The Company shall pay all royalties and patent license fees required for the work.

If the work or any part thereof is in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Township the right to continue using the work, or shall at the Company's expense, replace the infringing items with non-infringing work or modify them so that the work no longer infringes.

14. Assignment

The Company shall not assign the contract or any portion thereof without the prior written consent of the Township.

15. Occupational Health and Safety Act

The successful bidder, for purposes of the Ontario Occupational Health and Safety Act, shall be designated as the Constructor for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the successful bidder has been referred to as the 'Company' in this and any other related document.

The Company acknowledges that he/she has read and understood the Occupational Health and Safety Act together with the Township's Health and Safety Policies and Procedures.

The Company covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated there under together with the Township's Health and Safety Policies and Procedures.

The Company agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures.

The Company agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act and the Township's Health and Safety Policies and Procedures and to ensure compliance therewith.

The Company further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act and/or the Township's Health and Safety Policies and Procedures whether by the Company or any of its sub-contractors may result in the Company and/or sub-contractor being removed from the site and in the immediate termination of this contract herein and the forfeiture of all sums owing to the Company by the Township.

The Company shall allow access to the work site on demand to representatives of the Township to inspect work sites to ensure compliance with the Contract and the Township's Policies and Procedures.

The Company agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the Occupational Health and Safety Act by the Company or any of its sub-contractors will entitle the Township to set-off the damages so assessed against any monies that the Township may from time to time owe the Company under this contract or under any other contract whatsoever.

Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Company agrees that the provisions of this section will apply to the sub-contractor and the Company will enforce said provisions.

The Company shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or omitting physical agents and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the Ontario Occupational Health & Safety Act and shall provide

appropriate Material Health & Safety Data sheets for these substances used for the performance of the required work, all prior to the performance of said work.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the Company shall ensure that the requirements of the Ontario Occupational Health & Safety Act and associated regulations are complied with.

The Township reserves the right to cancel any contract for non-compliance with the terms set out herein, health and safety regulations, the Environmental Protection Act, associated regulations and other applicable legislation.

16. Laws, Regulations, Permits, Fees and Licenses

The Company shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the work and its performance. The Company shall be responsible for ensuring compliance by its suppliers and subcontractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

The Company shall pay for all permits, licenses and fees, and give all notices and comply with all by-laws and regulations of the Township and any other governing body.

17. Substitutes and Alternates

Unless qualified by the provision "No Substitute", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and/or performance of the goods and/or services desired, but the goods and/or services on which bids are submitted must be of such character, quality and/or performance that it will serve the purpose for which it is to be used as well as that specified. In submitting a bid on goods and/or services other than as specified, the bidder must furnish complete data and identification with respect to the alternate goods and/or services he/she proposes to furnish.

Consideration will be given to bids submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the Township. If the bidder does not indicate that the goods and/or services he/she proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact goods and/or services as described in the bid document.

18. Quantities

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the Township and shall be used as a basis for comparison only.

19. Samples

Samples when required must be submitted strictly in accordance with instructions. If samples are requested subsequent to the opening of the bid, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the Township shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the contract.

20. Quotation/Tender/Proposal Procedures

Quotation/Tender/Proposal will be called, received, evaluated, accepted and processed in accordance with the Township's Procurement Policy.

21. Contract Award

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid, and to award contracts to one or more bidders submitting identical Bids as to price; to accept or reject any Bids in whole or in part; to waive irregularities and omissions. The Township also reserves the right to enter into negotiations with the lowest compliant bidder if the price bid is over the budgeted amount of the project. Should the Township be unable to reach an agreement with the lowest compliant bidder, the Township reserves the right to enter into negotiations with the next lowest compliant bidder, or to cancel the call. If in so doing, the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard.

The lowest or any bid may not necessarily be accepted as the Township of Douro-Dummer reserves the right to reject any or all bids. Bids shall be irrevocable for 90 days after the official closing time and the Township may at any time within that period without notice, accept a Bid whether any other Bid has been previously accepted or not.

All Bids are prepared at the sole risk and cost of the bidders. No payments shall be made to any bidder regarding the preparation and submission of Bids.

Award of this contract is subject to appropriate funding acceptable to the Township.

The Notice of Award to the successful bidder shall constitute notice of acceptance of contract. This acceptance shall be conditional on the bidder providing all documentation, security and certifications as required by the Bid Document within ten (10) working days of the date that the notice of award is placed in the mail or delivered to the bidder. The bidder to whom the contract is awarded will be notified by letter and/or email with Council's resolution where required.

22. Contract Cancellation

The Township shall have the right, which may be exercised from time to time to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company shall negotiate a settlement.

- a) If the Company; commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the contract.
- b) If the Company; fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to prosecute the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township's written consent; or refuses to correct defective work; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten (10) days from the date of written notice to the Company, terminate the contract.
- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have.
- d) If the Township terminates the contract, it is entitled to:
 - i. Take possession of all of the work in progress and finish the work by whatever means the Township may deem appropriate under the circumstances;
 - ii. Withhold any further payments to the Company until its liability to the Township is ascertained;
 - iii. Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted

from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

23. Contract Extension Option

If so desired by the Township, a contract extension may be extended for an additional two years. Within two months of the anniversary of the contract or extension of contract in year two, the Township has the option to negotiate a price with the selected company and if satisfied with the product and price, an extension to the contract will be presented.

24. Availability of Labour and Escalation

The bidder shall fully inform himself regarding availability of labour in the area relative to the requirements of the schedule. The bidder shall make his own assessment of escalation in costs and increased labour costs and include all of these costs in his bid.

24. Correction of Defects

If at any time prior to one year (or specified warranty/guarantee period if longer than one year) after the actual delivery date of the equipment any part of the equipment becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the contract, then the Company, upon request, shall make good every such defect, deficiency or failure without cost to the Township. The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory or repair depot and the point of use.

25. Disclosure

The names of bidders and total bid prices will be made available at the public Quotation/Tender opening. After the Quotation/Tender opening, requests may be submitted to the Township for the results, and only the names of bidders and total bid prices as read out at the Quotation/Tender opening will be given in the reply.

Request for Proposals are formally opened in public and only the name of the bidders submitting responses to the Request for Proposal will be read. Details of the proposals or any financial information will not be publicly disclosed at the opening.

26. Freedom of Information

All information obtained by the Company in connection with this bid is the property of the Township of Douro-Dummer and must be treated as confidential. It may not be used for any purpose other than for replying to this bid, and for fulfillment of any

subsequent contract. Any Company who requires that the information in its bid be kept confidential must explicitly advise the Township of that fact.

The Company may declare confidentiality of their bid; however, the Township is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Personal information contained on this bid form is collected under the authority of Section 29(2) of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56 as amended and will be used to purchase goods and/or services and for the execution of contractual documents. If you have any questions about the collection, use or disclosure of this information by the Township of Douro-Dummer, please contact the CAO, Township of Douro-Dummer, 894 South Street, Warsaw, Ontario K0L 3A0 (705-652-8392).

27. Complaints

Any complaint on the process and procedures as outlined in the Township's Purchasing Bylaw (as amended) to define the procedures with respect to the procurement of goods and services by the Corporation of the Township of Douro-Dummer shall be in writing and shall be submitted to David Clifford, C.A.O. for review and response.

A complaint on the process and procedures related to the award of a tender, proposal or quotation must be submitted within seven (7) working days of the date of the award.

28. Accessibility

The Township of Douro-Dummer is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of, and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

“Part C” Specifications

1. Equipment

Types of rental equipment required are divided into two parts:

The equipment listed in Part D Bid Form, Item #1, Commonly Used Equipment, of this proposal is the most common equipment requested by the Township of Peterborough. If equivalent items are requested or supplied, the prices bid in Part D Bid Form, Item #2 will be used as a basis for the cost calculation.

Part D Bid Form, Item #2 Miscellaneous Equipment, of this proposal is for the rental of various equipment not listed specifically in item #1. Firms bidding on Item #2 should include a description of each equipment item. Where similar equipment is quoted in both Item #1 and Item #2 by the same bidder, the lower of the two prices quoted shall apply and remain firm for the duration of this contract.

2. Rental Rates

Rental rates quoted must include all attributable charges such as depreciation, interest, insurance repairs, maintenance, lubricants, overhead and profit. Fuel and operator charges are to be included in all operator supplied equipment and machinery rental rates.

All float charges if applicable, are to be shown as extra. (See Part A, Rental Rates Item #6, Rental Rates.)

All minimum charges if applicable must be clearly noted. (See Part A, Rental Rates Item #6, Rental Rates.)

3. Superseding Rental Contracts

The terms and conditions of this proposal document are not to be superseded by the approved bidders' rental contracts. Therefore, it should not be necessary for Township staff to sign other rental contracts, other than simply acknowledging hours worked and/or pick up and return of equipment.

4. Adding and Deleting Contractors

The Township of Douro-Dummer reserve the right to add or delete suppliers/contractors to the Registry at any time during the period of this contract.

5. Contract Performance

Service levels, adherence to safety procedures, operator performance and condition of equipment provided by suppliers will be monitored on an ongoing basis by staff at the Township. If any of the above are deemed to be unsatisfactory, the Township

of Douro-Dummer may cancel the existing contract and remove the supplier from the equipment rental registry.

6. Operator Experience and Qualifications

All operators must be fully trained, qualified, licensed and certified (if applicable) and experienced in the type of service being provided in this contract.

7. Experience/References

Firms bidding on this proposal must have related experience in performing similar projects or services. Bidders shall complete the attached experience sheet and submit with their bid. By completing this information, bidders consent to the Township and participating municipalities contacting the references provided to obtain information in relation to the quality and scope of work provided by the bidder. The Township reserves the right not to award this proposal to any bidder whose experience is deemed unsatisfactory by the Township of Peterborough for the services required under this proposal.

8. Payment

Invoices for Hired Equipment rentals should be forwarded directly to the following address:

The Township of Douro-Dummer

894 South Street
P.O. Box 92
Warsaw, ON K0L 3A0
Attn: Harold Nelson

Commercial Vehicle Operator Registration

Please include your organizations Commercial Vehicle Operators Registration Certificate No. (if applicable)

Commercial Vehicle Operators Registration Certificate Mandatory Safety Inspection

Proof of mandatory safety inspection must be supplied with each piece of equipment (where applicable) each time equipment is supplied to the Township of Douro-Dummer.

Part "D" Bid Form

**The Corporation of the
Township of Douro-Dummer**

**Municipal Office
894 South Street
P.O. Box 92
Warsaw, ON
K0L 3A0**

**Equipment Rental and Labour Requirements for the
Twelfth Line Dummer Road Project**

Proposal No. T-2017-06

Proposal Closing: Tuesday, June 13, 2017 12:00:00 p.m.

Documents to be Enclosed with this Bid Form.

- Part C – Specifications**
- Part D – Bid Form**
- Experience/References**
- Insurance Certificate**
- WSIB Certificate**
- Declaration of Accessibility Compliance Form**
- CVOR #**

Bidders Information

The Township of Douro-Dummer is planning to upgrade the Twelfth Line Dummer road and based on our estimates this is the work plan for the equipment rentals and labour requirements. All work is to be performed under the direction of the Manager of Public Works and/or designate;

1. Install Construction Signs (based on Book 7 of the Ontario Traffic Manual) to be supplied by contractor
2. A competent foreman will be responsible for performing daily traffic protection plans, will oversee the daily work and other duties as assigned, and work closely with the Manager of Public Works and/or designate in order to complete this road project
3. Flagman will be trained and assigned to conform with Book 7 of the Ontario Traffic Manual
4. Approximately 17,000 meters of ditching with Rubber Tired Excavator or suitable equipment to complete the work
5. Installation of approximately three (3) cross pipes (Township supplied)
6. Installation of approximately seven hundred meters of geotextile cloth (Township supplied)
7. Approximately 9,450 meters squared of excavation with a Track Excavator and Trucks or suitable equipment to move this material under the direction of the Manager of Public Works and/ or designate
8. A Dozer and Packer to level off and compact at all fill sites under the direction of the Manager of Public Works and/or designate
9. A Water Truck will be provided to take care of dust control and compaction when applying gravel under the direction of the Manager of Public Works and/or designate
10. A grader will be supplied to work with trucks hauling in granular materials under the direction of the Manager of Public Works and/or designate
11. The Gravel quantities for the Twelfth Line Dummer road are in the tender, T-07-2017

In case of an emergency or a weather related emergency during this construction, a listing of phone numbers to resolve any related issues will be provided by the rental contractor to the Manager of Public Works and/or designate.

Bidders Information Form

Bidders must complete this form and include with the Bid Submission. Please ensure all information is legible.

- 1. Company Name _____
- 2. Respondent's Main Contact Individual _____
- 3. Address (including Postal Code) _____
- 4. Office Phone # _____
- 5. Toll Free # _____
- 6. Fax # _____
- 7. E-mail address _____
- 8. H. S. T. Account # _____

Acknowledgement to Receipt of Addendum

This will acknowledge receipt of the following addenda and, that the pricing quoted includes the provision set out in such addendum(s).

Addendum #	Date Received
# _____	_____
# _____	_____
# _____	_____

Check here is no Addenda received.

Respondent Signature Date

To The Corporation of The Township of Douro-Dummer, Hereafter called the "Owner"

Experience/References

Descriptions of your company’s experience providing this type of service. Please include a minimum of two (2) references.

Company Name: _____

Contact: _____

Phone Number: _____

Experience: _____

Company Name: _____

Contact: _____

Phone Number: _____

Experience: _____

Company Name: _____

Contact: _____

Phone Number: _____

Experience: _____

Schedule of Items & Prices

(All unit prices are Not to include HST)

The undersigned agrees to supply and deliver the goods and services as specified and required in accordance with Parts "A", "B", "C", and "D" of the Proposal for the following prices: **The Township reserves the right to cancel any or all items. The Township reserves the right to pay for the equipment on site, on a per hour rate, when it is being used (the Township will NOT pay for equipment if it is on site but not being used).**

1. Commonly Used Equipment

Equipment	Description: (Make/Model/Year/H.P./Capacity/Bucket Size/etc.)	Rate Per Hour		Minimum Charge
		With Operator	Float Charge	
Equipment				
Rubber Tire Excavator				
Rubber Tire Loader (3 yards or greater)				
Track Excavator (1 yard)				
Track Excavator (2 yard)				

Schedule of Items & Prices –Continued

Equipment	Description: (Make/Model/Year/H.P./Capacity/Bucket Size/etc.)	Rate Per Hour		Minimum Charge
		With Operator	Float Charge	
Compact Excavator				
Sheepsfoot Packer 66"-84"				
Roller Smooth Drum Self Propelled 66"- 84"				
Road Grader				

Schedule of Items & Prices –Continued

Equipment	Description: (Make/Model/Year/H.P./Capacity/ Bucket Size/etc.)	Rate Per Hour		Minimum Charge
		With Operator	Float Charge	
Bull Dozer's				
D3 or D4 equivalent Dozer				
D6 or equivalent Dozer				
Truck Rental				
Tandem Truck with Rock Box				
Tandem Truck with Gravel Box				
Tri Axle Truck with Gravel Box				
Tri Axle Trailer with Hopper				
Articulated Dump Truck (30 tonne or under)				

2. Miscellaneous Equipment

Type	Description: (Make/Model/Year/H.P./Capacity/Bucket Size/etc.)	Rate Per Hour		Minimum Charge
		With Operator	Float Charge	
All Equipment to Perform Grade Work				
Water Truck				

If additional pages for Miscellaneous Equipment are required, photocopy this page and insert in proposal submission.

Labour		Minimum Charge for Rain Day
Flag Person (as required for each operation/section of road)	Rate Per Hour \$ _____	\$ _____
Labourer	Rate Per Hour \$ _____	\$ _____
Construction Signage (as per Book 7 of the Traffic Manual)	Set Up Charge for Signage and Takedown \$ _____	\$ _____
Grade Foreman with 1/2 Ton	Rate Per Hour \$ _____	\$ _____

Declaration of Accessibility Compliance Form

Company Name:

Print Name:

Title:

Date:

I/we acknowledge that as a Contractor/Consultant of The Corporation of the Township of Douro-Dummer, we are bound to comply with all accessibility Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as amended from time to time.

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all sub-contractors hired by us in completion of our work will also comply with the above Standards.

Authorized Signature _____ Date _____

Bidder Declaration

To The Corporation of the Township of Douro-Dummer, Hereafter called the "Township":

I/WE _____ the undersigned declare:

1. That the several matters stated in the said Bid are in all respects true accurate and complete.
2. That I/we have read and fully understand all information, terms and conditions contained within the Bid Document, including: Part "A" Information to Bidders; Part "B" Standard Terms and Conditions; Part "C" Specifications and Part "D" Bid Form.
3. That I/we do hereby Bid and offer to enter into a Contract to Supply and Deliver all materials mentioned and described or implied therein including in every case freight, duty, currency exchange and H.S.T. in effect on the date of the acceptance of bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein.
4. That this Bid is irrevocable for Ninety (90) Days and prices for as long as stated elsewhere in the Bid Document, and that the Township may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not.
5. That the awarding of the Contract, by the Township is based on this submission, which shall be an acceptance of this Bid.
6. That if the Bid is accepted, I/WE agree to furnish all documentation, security and certifications as required by the Bid Document and to execute a formal contract in triplicate, if required, within Ten (10) Working Days after notification of award. I/WE understand that any acceptance by the Township is fully conditional upon the receipt of said documentation, security and certifications by the Township within Ten (10) Working Days. If I/WE fail to do so, the Township may accept the next lowest or any Bid or to advertise for new bids, or to carry out completion of the works in any other way they deem best
7. That I/we agree to save the Township, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee.

The undersigned affirms that he/she is duly authorized to execute this bid.

Bidder's Signature and Seal:

Print Name of Above Signing:

Position:

Witness:

Print Name of Witness:

Position:

(Must be signing Officer of Firm if Corporate Seal Not Available)

Dated at the _____ of _____
(Town/City)
this _____ day of _____ 2017.