



CONTRACT NO. 21-008*F18-07

SECTION 1 INFORMATION FOR TENDERERS



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SECTION 1 INFORMATION FOR TENDERERS

1.1 GENERAL

The Corporation of the Town of Hawkesbury is giving the opportunity to contractors to submit hourly prices for the rental of heavy equipment on an hourly basis only, as per the specifications attached hereto.

This Request for Tender follows all terms and conditions of the Corporation of the Town of Hawkesbury Procurement Policy SF-P-2015-01. For reference, the procurement policy is available on the Town's Web site www.hawkesbury.ca

1.2 TENDER SUBMISSION

The Owner shall only accept and receive electronic Bids submissions via email or in an envelope delivered to the Town Hall located at 600, Higginson Street, Hawkesbury, ON K6A 1H1.

All tenderers shall send an email to gegoulet@hawkesbury.ca to receive the electronic bidding package. The email should include the following:

- Name and title of the person in charge for placing the bid;
- Email to send addendum if it occurs.

The estimate of quantities as shown in the RFT shall be used as a basis of calculation upon which the award of Contract will be made. These quantities are not guaranteed to be accurate and are furnished without any liability on the part of the Owner. Therefore, the Owner shall not be penalized if more or less than the estimated amount is used.

Each Tender shall be submitted in its entirety and shall include a fully completed Form of Tender as found in Section 2 – Form of Tender or as revised in an addendum. All sections of the Contract Documents must be completed in every respect, and all information contained therein shall be legible. The Tender Form must be signed and witnessed, with the signature of the Tenderer, or a duly authorized official.

Failure to provide complete information as requested may disqualify the Respondent's Submission based on the sole and unfettered discretion of the Town.

The Owner reserves the right to abandon, change or include all or any part of the Work identified in this document. Due to budget changes or restrictions, the Owner, or his representative, without invalidating the Contract, may make changes by altering, adding to or deducting from the Work. In the case of a reduction or alteration of the Work, no compensation shall be made for profit or administrative fees to the Successful Tenderer.



1.3 CONFLICT OF INTEREST

The Tenderer, through the Acknowledgement table forming part of Section 2, must declare that there is no actual, potential, or perceived conflict of interest in the Tender or by submitting a Bid in respect of that Procurement process, or where there is an actual, potential, or perceived conflict of interest. Where a Tenderer submits details in respect of an actual, potential, or perceived conflict of interest, the Department Head shall review the details and, in consultation with the Town's Legal Advisor, determine if the actual, potential, or perceived conflict of interest serves to disqualify that Tenderer from further participation in the Procurement process.

Neither the Tenderer nor any person, firm or corporation associated or affiliated with or subsidiary to the Tenderer or its subcontractors shall tender for the construction of a project, or have an interest either directly or indirectly in the construction of a project that arises from the Services provided as a result of this contract, without the prior written consent of the Owner.

The Tenderer acknowledges and agrees that he/she/it shall not act, work or provide Services, directly or indirectly, for, or to, another person, or persons, partnership, corporation, association or organization whose interests are in any way adverse, or contrary (in the opinion of the Owner), to those of the Owner with regard to the Services for which the Tenderer was retained by the Owner. In the event of a breach of this obligation by the Tenderer, he/she/it shall be responsible for all costs incurred or suffered by.

1.4 PERIOD OF VALIDITY OF TENDER

Bid prices are fixed prices from November 1st, 2021 until October 31st, 2022 and cannot be increased.

1.5 EXECUTE CONTRACT

This Request for Tender is subject to a formal Contract being prepared and executed between the Successful Tenderer and the Owner, or a Purchase Order (PO) being provided by the Owner. When the Successful Tenderer receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and conditions of the Contract will be governed by this Request for Tender documents, unless specified otherwise in the Purchase Order.

1.6 GOVERNMENTAL REQUIREMENTS

The Successful Tenderer and its employees shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations and By-laws, which in any way pertain to the Work outlined in the Request for Tender document.



1.7 CERTIFICATIONS

Successful Tenderer shall submit all required Health & Safety Certifications required by the Ontario Occupational Health & Safety Act & Regulations, prior to award of contract.

Owner reserves the right to require the Tenderer to submit all trades certifications specific to the Work involved in this project.

1.8 QUERIES, ADDENDA, OMISSIONS OR DISCREPANCIES

It is the responsibility of the Tenderer to obtain clarification on the requirements contained herein, if necessary, prior to submitting a response.

Questions related to this RFT are required to be submitted by email to:

Geneviève Goulet
gegoulet@hawkesbury.ca

Inquiries must be received in accordance with the timeline set in Section 1.11.

- Both the questions and answers will be distributed through email and on the Town of Hawkesbury's website in accordance with Section 1.11 by way of written addendum, without stating the source(s) of the inquiry.
- It is the Tenderer's responsibility to verify the Town of Hawkesbury's website to confirm that all addendum has been acknowledged before transmitting his bid. The addendum if any will be uploaded on the Town of Hawkesbury's website before Wednesday, October 6, 2021.

All addenda become part of the Contract Documents.

The Town will only make official modifications to the Tender process, or to the actual "terms of reference" through official addendum issue.

- Any oral statement or other representation from any source should not be accepted as binding, unless confirmed through an official written addendum.

No officer, agent or employee of the Corporation of the Town of Hawkesbury is authorized to alter orally any of this RFT document. If it becomes necessary to revise, delete, substitute or add to any part of the tender document, a written addendum will be issued.



1.9 EXAMINATION OF DOCUMENTS

Each Tenderer, before submitting their tender shall carefully examine the drawings and specifications to establish the extent of the work.

In the event of any discrepancy between one drawing and another, the larger scale drawing shall apply.

The sequence and numbering of the drawings and details and the organization of the specifications into Divisions and Sections are established for convenient ordering of information. It must not be assumed that such ordering of information is intended to define or limit scope or extent of the work of any particular subcontractor or supplier.

The drawings and specifications as a whole must be fully read, in detail, to determine the extent of any portion of the Work. It is the responsibility of the Contractor to coordinate subcontractor and supplier prices such that the stipulated Tender Price is all-inclusive as specified herein.

1.10 EXAMINATION OF THE SITE

Each Tenderer must visit the site prior to submitting its Tender and must satisfy itself by personal examination as to the local conditions to be expected during the construction of the work. It shall make its own estimate of the conditions to be encountered, including the nature of the sub-surface materials and conditions.

Drawings and information on existing underground services were reviewed and the location and depth transferred, where possible, of the existing underground services on the tender drawings (if applicable - refer to GC 2.01 for Reliance on Contract Documents). The Successful Tenderer shall verify and locate these services prior to the start of any excavation activities by contacting appropriate authorities and no claim for damages or extras resulting from such conditions or defects will be allowed thereafter.

Execution of the Contract Documents by the Tenderer will imply acceptance of the surfaces, sub-surfaces and conditions, as described by drawings and specifications, and no claim for damages or extras resulting from such conditions or defects will be allowed thereafter.

1.11 TENTATIVE SCHEDULE

TENTATIVE SCHEDULE	
Deadline for Enquiries	12:00 p.m. Friday, October 1, 2021



Deadline for Response to Enquiries	Tuesday, October 5, 2021
Closing Date	3:00 p.m. Thursday, October 7, 2021

1.12 WITHDRAWAL OR ALTERATION OF TENDERS

A Tenderer who has submitted a Tender may submit a further Tender at any time up to the specified time and date for Tender Closing. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

1.13 OPENING AND REVIEWING OF TENDERS

After the Request for Tender closing, the results will be made available on the Merx Website.

1.14 DISCREPANCIES AND INTERPRETATIONS

Wherever the amount tendered for an item does not agree with the extension of the tender quantity and the tendered unit price, the unit price shall govern, and the amount and the Total Tender Price shall be adjusted accordingly.

Mathematical discrepancies will be corrected by the 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 Tender 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.

If a Tenderer has omitted entering a price for an item of work set out in the Form of Tender it shall, unless he has specifically stated elsewhere in his Tender, be deemed to have allowed elsewhere in the Form of Tender for the cost of carrying out the said item of work.

1.15 RIGHT TO ACCEPT OR REJECT TENDERS

The Tenderer acknowledges that the Town shall have the right to reject any, or all, Submissions for any reason, or to accept any Submission which the Town in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Submission will not necessarily be accepted, and the Town shall have the unfettered right to:

- a. Accept a non-compliant Submission;
- b. Accept a Submission which is not the lowest Submission;
- c. Reject a Submission that is the lowest Submission even if it is the only Submission received;
- d. Consider, during the evaluation of Submissions;
 - information provided in the Submission document itself;
 - information provided in response to enquiries of credit and industry references set out in the Submission;



- information received in response to enquiries made by the Town of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Tenderer;
- e. Where alternate bids are permitted, consider innovative approaches proposed by the Tenderer in the Submission;
- f. Consider whether the Tenderer has been involved in litigation with the Town during the last sixty (60) months before the date of this Tender; and

Without limiting the generality of the foregoing, any Tender which is incomplete, conditional, illegible or obscure or which contains additions not called for, reservations, erasures, alteration or irregularities of any kind may be rejected. Any Tender in which any price is omitted or in which prices are obviously unbalanced or is accompanied by an insufficient or irregular deposit or bid bond may be rejected.

Subject to the General Conditions and except as provided hereunder, neither the Contract Administrator nor any employee of the Town has authority to make or accept an Offer or to enter into a Contract on behalf of the Town or to create any rights against or imposes any obligations on the Town. The recommendation of a Tender to the Town for acceptance does not constitute acceptance of the Tender by the Town.

By submitting a Submission, the Tenderer acknowledges the Town's rights under this Section and absolutely waives any right, or cause of action against the Town and its Consultants, by reason of the Town's failure to accept the Submission submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.

1.16 TENDER ACCEPTANCE AND AWARD OF CONTRACT

- a) No award will be issued for this request for quotation. It will be at the Town discretion to select the required heavy equipment when needed. Regular invoicing procedure will be conducted. No quantities are guaranteed without any liability on the part of the Town of Hawkesbury. Therefore, the Town shall not be penalized if more or less are purchased than anticipated from the contractor. The Town does not bind itself to accept the lowest or any quotation submitted, but reserves the right to accept any bid deemed to be in its best interest. The Town also reserves the right to split this quotation between two or more bidders based upon the overall best value to the Town.

1.17 OWNER AND CONTRACTOR INVESTIGATION

Any soil investigation, photos or other reports for this project are attached in Appendix C of the tender documents. The Owner, the Contract Authority and the Consultant will accept no responsibility for the accuracy or completeness of the information and recommendations in the report or for the Tenderer's interpretation thereof.



The Tenderer may conduct test holes, borings, investigations, etc. on site in locations approved by the Contract Authority at his cost. No test holes and borings will be allowed until a locate of all of the underground services and utilities has been conducted. The Tenderer assumes all liability associated with his actions while carrying out his investigations on the Owner's land. By entering onto the owner's land, the Tenderer acknowledges and accepts any costs, liability and/or claims, which may arise from his actions.

1.18 OCCUPATIONAL HEALTH AND SAFETY ACT

The Corporation of the Town of Hawkesbury will not be held responsible for any injury costs or damages incurred or sustained by the successful Tenderer and/or its subcontractors and/or their employees, or for the successful Tenderer's unpaid Workplace Safety and Insurance Board premiums. All contractors or subcontractors who engage in any business with the Town must:

- a. Submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which the employer resides;
- b. Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that such contractor or subcontractor is in good standing before starting to perform services pursuant to this Agreement. Such Certificate must be renewed every sixty (60) days, for as long as the Agreement is in effect a copy shall be promptly provided to the Town.

In all cases where construction takes place, the successful Tenderer, the Constructor under the *Occupational Health and Safety Act*, and its subcontractors shall:

- a. Demonstrate establishment and maintenance of a health and safety program with objectives and standards consistent with applicable legislation, and with the Owner's health and safety policies and requirements;
- b. Include health and safety provisions in their management systems to reach and maintain a consistently high level of health and safety;
- c. Ensure that workers in their employ are aware of hazardous substance that may be in use at their place of work, and wear appropriate personal protective equipment as may be required;
- d. Use reasonable commercial efforts to ensure that all subcontractors also provide the above information to the Tenderer who is responsible to provide this to the Town;
- e. Upon request at any time from the awarding to the completion of the contract, submit proof of fulfillment of the above noted responsibilities;



- f. Attend a contractor health and safety orientation prior to the commencement of the project and at least annually, if a renewable contract, where they have access to the Town.

1.19 LIABILITY INSURANCE

The successful Tenderer shall provide and maintain during the term of the contract Commercial General Liability Insurance acceptable to the Town and subject to limits of not less than five million dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall not have a deductible limit in excess of \$2,000.

The Commercial General Liability insurance policies shall be in the name of the successful Tenderer and shall name the Corporation of the Town of Hawkesbury, the Consultant and any other affected authorities as an additional insured there under.

The successful Tenderer shall provide and maintain during the term of the contract liability insurance in respect to owned licensed Motor Vehicles subject to a limit not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance coverage shall not have a deductible limit in excess of \$2,000.

The successful Tenderer shall maintain insurance at all times from the commencement of construction until the expiration of the warranty period (12 months following substantial completion). The successful Tenderer shall provide notice in writing to the Owner thirty (30) days before this policy is altered or canceled during the period of the Contract.

Evidence of insurance satisfactory to the Town shall be provided prior to the commencement of work.

The cost of insurance shall be included in the unit price for the item “Bonding and Insurance Fees” of the Tender Form.

- a. The Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Town.
- b. If required, the Contractor shall provide and maintain during the term of the Contract, Broad Form Builders’ Risk and Equipment Breakdown insurance coverage to the full replacement cost of the existing building and all improvement and renovation construction costs. Such insurance shall be written on an All-Risk basis including earthquake, flood, sewer backup, and equipment testing/commissioning. The policy shall not contain an exclusion for resultant damage from freezing. The policy shall be issued in the name of the Contractor and the Corporation of the Town of Hawkesbury and shall name the Town as a



loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.

- c. An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Town a written notice of thirty (30) days.
- d. The Town reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
- e. The successful Bidder shall indemnify and save harmless the Town, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Bidder, their officers, employees, agents, or others to whom the Bidder is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Bidder in accordance with this agreement and shall survive this agreement.

1.20 APPLICABLE LAWS

This Contract shall be interpreted and governed, and the relations between the Parties, determined by the laws in force in Ontario and by-laws in force in the Corporation of the Town of Hawkesbury. In addition and in particular, the following be considered essential under this Contract:

1.20.1 The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)

The Town is committed to providing equal treatment to people with disabilities with respect to the use and benefit of its services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the Town must comply with all AODA regulations applicable to the performance of the work.

Third party Contractors who deal with the public or other third parties on behalf of the Town, as well as contractors who participate in developing Town policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the *Accessibility for Ontarians With Disabilities Act, 2005* ("AODA"), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

Pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Customer Service Regulation"), made under the AODA, Contractors who



deal with the public or other third parties on behalf of the Town, as well as Contractors who participate in developing Town policies, practices or procedures governing the provision of goods and services to members of the public or other third parties shall ensure that all of its employees, agents, volunteers, or others for whom it is responsible, receive training about the provision of goods and services provided to people with disabilities. The Accessible Customer Service Training shall be provided in accordance with section 6 of the Customer Service Regulation and shall include, without limitation, a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation.

Pursuant to section 7 of Ontario Regulation 191/11, Integrated Accessibility Standard (the "Integrated Regulation"), made under the AODA, Contractors who provide goods, services or facilities on behalf of the Town shall ensure that all of its employees, agents, volunteers, or others for whom it is responsible, receive training on the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

The Contractor shall submit to the Town or Ministry, if requested, documentation describing its accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees. The Town reserves the right to require the Contractor, at the Contractor's expense, to amend its accessibility policies, practices and procedures if the Town deems them not to be in compliance with the requirements of the Customer Service Regulation and/or the Integrated Regulation. The Contractor shall only assign those employees who have successfully completed training in accordance with such Regulations to provide services to, or on behalf of, the Town.

1.20.2 *Municipal Freedom of Information and Protection of Privacy Act*

The Town is subject to the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the Town in response to this Request for Tender may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.



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SECTION 2 FORM OF TENDER



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SECTION 2 FORM OF TENDER

2.1 FORM OF TENDER

HEAVY EQUIPMENT RENTAL CONTRACT NO. 21-008*F18-07

TENDER BY

Residing at (or
place of business)

 ;

And (for joint venture);

*Residing at (or
place of business)*

 ;

*Comprising the firm
of*

 ;

A company duly
incorporated under
the laws of
And having its head
office at

 .



TO THE CORPORATION OF THE TOWN OF HAWKESBURY
(hereinafter referred to as "The Owner")

I (WE)
(hereinafter referred to as "The Tenderer")

-
- a. have carefully examined the Information for Tenderers and acknowledge all instructions contained therein with respect to submitting a complete and valid tender, the Town's criteria for evaluating tenders, contract award procedures and release of tender deposit procedures;
 - b. have carefully examined Addendum/Addenda No. to No., Information for Tenderer, Form of Tender, General Conditions, Special General Conditions, Special Provisions – General, Special Provisions–Item Specific, and Specifications and Drawings for this Contract and acknowledges the same to be part of the Contract;
 - c. have visited the site and studied all conditions thereon which affect the work and have investigated for himself the character of the work to be done and all local conditions that might affect this Submission and his acceptance of the work.

2.2 DECLARATION OF TENDERER

The Tenderer declares that:

- a. No persons, other than the Tenderer, have any interest in this Tender or in the Contract proposed to be entered into.
- b. This Submission is made without any connection, knowledge, comparison of figures, or arrangement with any other person or persons making a Submission for the same work and is in all respects fair and without collusion or fraud.
- c. The several matters stated in the said Submission are in all respects true.
- d. The Tenderer has carefully examined the locality and site of the proposed works, as well as all the Tender Documents, and hereby accepts the same as part and parcel of this Submission, and does as hereby offered to enter into a Contract to do all the work, provide the labor and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein, including in every case freight, duty, exchange, and all other charges on the terms and conditions, and



under the provisions therein set forth, and to accept in full payment therefore in accordance with the schedule of prices hereto annexed. The Tenderer also agrees that this offer is to remain open to acceptance until the formal Contract is executed by the successful Tenderer for said work.

- e. The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions.
- f. Will execute the Agreement within seven (7) days after notice of Award has been issued.
- g. The Tenderer also declares that in making this Submission, he/she did not and does not rely upon verbal information furnished by the Town, Contract Authority or Consultants.
- h. The Tenderer acknowledges that the Town shall have the right to reject any, or all, Submissions for any reason, or to accept any Submission which the Town in its sole unfettered discretion deems most advantageous to itself. The lowest, or any, Submission will not necessarily be accepted, and the Town shall have the unfettered right to:
 - i. Accept a non-compliant Submission;
 - ii. Accept a Submission which is not the lowest Submission; and
 - iii. Reject a Submission that is the lowest Submission even if it is the only Submission received.
- i. The Tenderer acknowledges that the Town reserves the right to consider, during the evaluation of Submissions:
 - i. information provided in the Submission document itself;
 - ii. information provided in response to enquiries of credit and industry references set out in the Submission;
 - iii. information received in response to enquiries made by the Town of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Tenderer;
 - iv. Were permitted by the tender, innovative approaches proposed by the Tenderer in the Submission; and
 - v. whether the Tenderer has been involved in litigation with the Town during the last sixty (60) months before the closing date of this RFT.



- j. The Tenderer acknowledges that the Town may rely upon the criteria which the Town deems relevant, even though such criteria may not have been expressly identified and disclosed to the Tenderer. By submitting a Submission, the Tenderer acknowledges the Town's rights under this Section and absolutely waives any right, or cause of action against the Town and its consultants, by reason of the Town's failure to accept the Submission submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.



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This Tender is submitted by:

Name

Address

Signature of Tenderer

Signature of Witness

Date

Note: If the Tender 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, or wafer seal, must be affixed. If the Tender is submitted by or on behalf of an individual or partnership a seal must be affixed opposite the signature of the individual or each partner and each signature shall be witnessed.



2.3 SUBMISSION OF TENDER FORM

Acceptance of Tenders shall be conditional upon submission of the following documentation and information:

Acknowledgements and/or Tender Submittals	Tenderer's Initials
Acknowledge receipt of Contract Addenda no. ____ to no. ____;	
Completed Form of Tender;	
Completed Schedule of Items and Prices Appendix A;	
Completed Schedule of Items and Prices Appendix B;	

2.4 SCHEDULE OF ITEMS AND PRICES

Bidders shall fill the Appendix A available in the Documents Section of the Bid Request. Once Completed, Bidders shall upload the Appendix A in the Documents Upload Section.

2.5 HARMONIZED SALES TAX

The tendered prices shall exclude HST. Payment of the Tax will be made to the Contractor in conjunction with amounts certified as due on Monthly Payment Certificates as approved by the Contract Administrator. The amount of tax due shall be shown as a separate item.

2.6 WORKERS' SAFETY INSURANCE BOARD

The successful Tenderer must:

- a. Submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which the employer resides.
- b. Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that such contractor or sub-contractor is in good standing before starting to perform services pursuant to this Agreement. Such Certificate must be renewed every sixty (60) days, for as long as the Agreement is in effect a copy shall be promptly provided to the Town.

2.7 TENDER ACCEPTANCE AND AWARD OF CONTRACT

The Tenderer agrees that:

- a) No award will be issued for this request for quotation. It will be at the Town discretion to select the required heavy equipment when needed. Regular invoicing procedure will be conducted. No quantities are guaranteed without any liability on



the part of the Corporation of the Town of Hawkesbury. Therefore, the Town shall not be penalized if more or less are purchased than anticipated from the contractor. The Town does not bind itself to accept the lowest or any quotation submitted, but reserves the right to accept any bid deemed to be in its best interest. The Town also reserves the right to split this quotation between two or more bidders based upon the overall best value to the Town.

2.8 COLLUSION

The Tenderer declares that:

- a. no person, partnership or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person, partnership or corporation submitting a Tender for the same work and is in all respects made without collusion or fraud.
- b. no member of the Municipal Council and no employee of the Municipality or of the Contract Administrator is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies derived therefrom.



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SECTION 3 GENERAL CONDITION



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SECTION 1 INFORMATION FOR TENDERERS

1.1 GENERAL

- a) All services shall be completed promptly.
- b) The Town reserve the right to obtain separate prices for any vehicle or piece of equipment required for longer periods or work.
- c) No equipment will be hired unless it is in first class operating condition and supplied complete with proper attachments, operator and fuel.
- d) Contractors must supply skilled operators with all equipment supplied.
- e) Contractors are responsible for all repairs or damage to all or any hired equipment and the Town assumes no liability for such repairs or damage.
- f) For hourly rentals, slips indicating registered owners names, license number, time worked and place are to be issued daily to the Town with each piece of equipment and must be signed by a Town employee and the operator of equipment unit being rented. No payment will be made unless such signed slips are provided. Invoices must refer to rental slips.
- g) Rental time shall be computed from the time the equipment starts to work on the job site until it is stopped by notification to the operator by a representative of the Town. When trucks are hauling material, the rental time shall be computed from the time the truck starts to work on the job site or when the truck is firstly loaded and leaves the quarry with material. The starting time from the quarry will be based on the quarry slip/ticket from the scale indicating the time that the truck left the quarry.
- h) Time for meal or other breaks and time when the equipment is not in use due to mechanical failure will not be considered rental time.
- i) The make and model number of each piece of equipment offered must be shown on the form provided. Bucket size on loaders and backhoes shall be standard rating, based on measurements. Bucket size shall not exceed manufacturer's recommendation for specified machine.
- j) The Town will pay a flat rate for a one-way float to move hired equipment from any point within the boundaries of the Town of Prescott and Russell area to the required site, loaders and backhoes will not be considered for float charges. There will be



no charge to the Town for hired equipment while it is being transported on a float to or from job sites. There will be no charge to the Town for a float to move hired equipment out of a job site once the work is completed.

- k) The Town will not pay for an extra float move if the Contractor wishes to leave the job site at the end of a work day when the Contractor is scheduled to work for the Town on the following day on the same job site.
- l) Whenever a float is required to transport Town equipment, a minimum of two hours will be allowed.
- m) The Town is at liberty to rent all or any portion of the equipment offered for rental.
- n) The Town will accept one hourly rate only, covering both regular and overtime hours.
- o) In the case that the contractor cannot commit or guarantee that he will be available for a job when called to work for the Town, the Town reserves the right to rent from other contractors for all or any type of equipment identified in this quotation.
- p) **All vehicles and other equipment must maintain all Provincial regulations and are subject to applicable by-laws of the Corporation of the Town of Hawkesbury. Please note that contractors not in regulation with the Town's by-laws will not be selected to work for the Town. Consequently, proper wide loads, reduced loads or annual permits must be obtained from the Town. This will be strictly enforced.**

1.2 EMERGENCY

An emergency is a situation that poses an immediate risk to health, life, property, or environment. Most emergencies require urgent interventions to prevent a worsening of the situation.

1.3 EMERGENCY WORK

Emergency Work means works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (a) danger to persons or property; (b) the interruption of any Essential Services provided; (c) substantial loss to The Town or any third party; and/or (d) such other works as in all the circumstances it is reasonable to execute with those works.



Therefore, we expect that any contractor that submits a price for APPENDIX B – SCHEDULE OF PRICE EMERGENCY WORK, acknowledge the principle of emergency work. Work can occur at any time of the day or night and 365 days a year. It can be on a statutory holiday or a normal weekday. The price for the equipment rental will stay the same.

Furthermore, it is understood that this schedule of prices is only applicable for under emergency circumstances. It is therefore required by the contractor to supply and deliver the equipment with a qualified operator within two and a half hours (2:30) after the call is made from the Town representant.

The contractor shall only bid on items that can be supplied. Equipments are to be quoted at an hourly rate for the unit complete with operator, fuel and maintenance. If contractor has different size or type of equipment, he can specify different hourly rates in the tables below.



CONTRACT NO. 21-008*F18-07

**APPENDIX A – SCHEDULE OF PRICE
REGULAR WORK**



CONTRACT NO. 21-008*F18-07

SCHEDULE OF PRICE

I /WE, the undersigned, hereby agree to supply the goods at the price shown below and as per the requirements of this request for quote.

The contractor shall only bid on items that can be supplied. Equipments are to be quoted at an hourly rate for the unit complete with operator, fuel and maintenance. If contractor has different size or type of equipment, he can specify different hourly rates in the tables below.

Special attachments for excavators or backhoes are to be quoted as an additional hourly charge over the hydraulic excavator or backhoe hourly rate.

Ex: (a) + (b) = cost
(a) = Hydraulic excavator hourly rate = \$125/hr
(b) = O-ram hourly rate = \$10/hr
Cost = \$135/hr

HYDRAULIC CRAWLER EXCAVATOR						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Hydraulic excavator					/hr
2	Hydraulic excavator					/hr
3	Hydraulic excavator					/hr
4	Hydraulic excavator					/hr
5	Hydraulic excavator with long reach					/hr
6	Flat rate float charge for above					Flat rate:

The Town is considering rates for additional special attachments for crawler excavators. Please identify any other special attachments that could be rented along with the excavator. (ex: O-Ram, bucket with thumb, Bush hog, mulching attachment...etc.)

CRAWLER EXCAVATOR SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr
4				/hr
5				/hr

Additional comments or clarification:

[illegible]



CONTRACT NO. 21-008*F18-07

HYDRAULIC WHEEL EXCAVATOR						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Wheel excavator					/hr
2	Wheel excavator					/hr
3	Wheel excavator					/hr
4	Wheel excavator					/hr
5	Flat rate float charge for above					Flat rate:

The Town is considering rates for additional special attachments for wheel excavators. Please identify any other special attachments that could be rented along with the excavator. (ex: O-Ram, bucket with thumb...etc)

WHEEL EXCAVATOR SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

BACKHOES						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Backhoe					/hr
2	Backhoe					/hr
3	Backhoe					/hr
4	Backhoe					/hr

The Town is considering rates for additional special attachments for backhoes. Please identify any other special attachments that could be rented along with the backhoe. (ex: O-Ram, bucket with thumb, bush hog, mulching attachment...etc)

BACKHOE SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr
4				/hr
5				/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

LOADERS						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Loader					/hr
2	Loader					/hr
3	Loader					/hr
4	Loader					/hr

Additional comments or clarification:

FLOATS AND TRAILERS					
Item No.	Description	Trailer Type (flat bed, dump semi-trailer, belly dump, dump, etc)	Pay load capacity	Availability (How many vehicles are available for rent)	Rate
1	Truck tractor with float (minimum 20 tones capacity)				/hr
2	Truck tractor with trailer				/hr
3	Truck tractor with trailer				/hr
4	Dump truck with trailer				/hr
5	Dump truck with trailer				/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

HEAVY TRUCKS					
Item No.	Description	Type (Tri-axle or tandem)	Pay load capacity	Availability (How many vehicles are available for rent)	Rate
1	Dump truck				/hr
2	Dump truck				/hr
3	Dump truck				/hr
4	Dump truck				/hr
5	Dump truck				/hr

Additional comments or clarification:

SPECIALTY COMMERCIAL VEHICLES				
Item No.	Description	Material disposal fees (Per load)	Additional info	Rate
1	Combo unit capable of flushing and vacuuming 6" to 36" lines and catch basins			/hr
2	Hydro excavator			/hr
3	Camera inspection for 4" to 36" lines	N/A		/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

SPECIALIZED TRUCKS (BOOM, BUCKET, ETC...)			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr

Additional comments or clarification:

BELLY DUMP			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

BULLDOZER						
Item No.	Description	Year	Make	Model	Blade Size	Rate
1	Bulldozer					/hr
2	Bulldozer					/hr
3	Bulldozer					/hr
4	Bulldozer					/hr
5	Flat rate float charge for above					Flat rate:

Additional comments or clarification:

SWEEPER				
Item No.	Description	Year	Model	Rate
1				/hr
2				/hr
3				/hr
4				/hr

Additional comments or clarification:

GRADER



CONTRACT NO. 21-008*F18-07

Item No.	Description	Year	Make	Model	Size	Rate
1	Grader					/hr
2	Grader					/hr
3	Grader					/hr
4	Grader					/hr
5	Grader					/hr

Additional comments or clarification:

SNOW BLOWER (STREET CLEANING)						
Item No.	Description	Year	Make	Model	Size	Rate
1	Snow Blower					/hr
2	Snow Blower					/hr
3	Snow Blower					/hr
4	Snow Blower					/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

MANPOWER			
Item No.	Description	Additional information	Rate
1	Pipe layer		/hr
2	Deck Man		/hr
3	General Labor		/hr
4			/hr
5			/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

MISCELLANEOUS EQUIPMENT			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr
6			/hr
7			/hr
8			/hr
9			/hr
10			/hr
11			/hr
12			/hr
13			/hr
14			/hr
15			/hr

Additional comments or clarification (Hourly rate for extra labourer):



CONTRACT NO. 21-008*F18-07

CONTACT LIST			
Item No.	NAME	TITLE	PHONE NUMBER
1			
2			
3			
4			
5			

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

**APPENDIX B – SCHEDULE OF PRICE EMERGENCY WORK
(TIME OF RESPONSE WITHIN 2 HOUR 30 MINUTES)**



SCHEDULE OF PRICE

I /WE, the undersigned, hereby agree to supply the goods at the price shown below and as per the requirements of this request for quote. Furthermore, it is understood that this schedule of prices is only applicable under emergency circumstances. It is therefore required by the contractor to supply and deliver the equipment with a qualified operator within two and a half hours (2:30) after the call is made from the Town's representant.

The contractor shall only bid on items that can be supplied. Equipment are to be quoted at an hourly rate for the unit complete with operator, fuel and maintenance. If contractor has different size or type of equipment, he can specify different hourly rates in the tables below.

Special attachments for excavators or backhoes are to be quoted as an additional hourly charge over the hydraulic excavator or backhoe hourly rate.

Ex: (a) + (b) = cost
(a) = Hydraulic excavator hourly rate = \$125/hr
(b) = O-ram hourly rate = \$10/hr
Cost = \$135/hr

HYDRAULIC CRAWLER EXCAVATOR						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Hydraulic excavator					/hr
2	Hydraulic excavator					/hr
3	Hydraulic excavator					/hr
4	Hydraulic excavator					/hr
5	Hydraulic excavator with long reach					/hr
6	Flat rate float charge for above					Flat rate:

The Town is considering rates for additional special attachments for crawler excavators. Please identify any other special attachments that could be rented along with the excavator. (ex: O-Ram, bucket with thumb, Bush hog, mulching attachment...etc.)



CONTRACT NO. 21-008*F18-07

CRAWLER EXCAVATOR SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr
4				/hr
5				/hr

Additional comments or clarification:

HYDRAULIC WHEEL EXCAVATOR						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Wheel excavator					/hr
2	Wheel excavator					/hr
3	Wheel excavator					/hr
4	Wheel excavator					/hr
5	Flat rate float charge for above					Flat rate:



CONTRACT NO. 21-008*F18-07

The Town is considering rates for additional special attachments for wheel excavators. Please identify any other special attachments that could be rented along with the excavator. (ex: O-Ram, bucket with thumb...etc)

WHEEL EXCAVATOR SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr

Additional comments or clarification:

BACKHOES						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Backhoe					/hr
2	Backhoe					/hr
3	Backhoe					/hr
4	Backhoe					/hr

The Town is considering rates for additional special attachments for backhoes. Please identify any other special attachments that could be rented along with the backhoe. (ex: O-Ram, bucket with thumb, bush hog, mulching attachment...etc)



CONTRACT NO. 21-008*F18-07

BACKHOE SPECIAL ATTACHMENTS				
Item No.	Description	Model	Attachment Size	Rate
1				/hr
2				/hr
3				/hr
4				/hr
5				/hr

Additional comments or clarification:

LOADERS						
Item No.	Description	Year	Make	Model	Bucket Size	Rate
1	Loader					/hr
2	Loader					/hr
3	Loader					/hr
4	Loader					/hr
5	Loader					/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

FLOATS AND TRAILERS					
Item No.	Description	Trailer Type (flat bed, dump semi-trailer, belly dump, dump, etc)	Pay load capacity	Availability (How many vehicles are available for rent)	Rate
1	Truck tractor with float (minimum 20 tones capacity)				/hr
2	Truck tractor with trailer				/hr
3	Truck tractor with trailer				/hr
4	Dump truck with trailer				/hr
5	Dump truck with trailer				/hr

Additional comments or clarification:

HEAVY TRUCKS					
Item No.	Description	Type (Tri-axle or tandem)	Pay load capacity	Availability (How many vehicles are available for rent)	Rate
1	Dump truck				/hr
2	Dump truck				/hr
3	Dump truck				/hr
4	Dump truck				/hr
5	Dump truck				/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

SPECIALTY COMMERCIAL VEHICLES				
Item No.	Description	Material disposal fees (Per load)	Additional information	Rate
1	Combo unit capable of flushing and vacuuming 6" to 36" lines and catch basins			/hr
2	Hydro excavator			/hr
3	Camera inspection for 4" to 36" lines	N/A		/hr

Additional comments or clarification:

SPECIALIZED TRUCKS (BOOM, BUCKET, ETC...)			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

BELLY DUMP			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr

Additional comments or clarification:

BULLDOZER						
Item No.	Description	Year	Make	Model	Blade Size	Rate
1	Bulldozer					/hr
2	Bulldozer					/hr
3	Bulldozer					/hr
4	Bulldozer					/hr
5	Flat rate float charge for above					Flat rate:

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

SWEEPER				
Item No.	Description	Year	Model	Rate
1				/hr
2				/hr
3				/hr
4				/hr

Additional comments or clarification:

GRADER						
Item No.	Description	Year	Make	Model	Size	Rate
1	Grader					/hr
2	Grader					/hr
3	Grader					/hr
4	Grader					/hr
5	Grader					/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

SNOW BLOWER (STREET CLEANING)						
Item No.	Description	Year	Make	Model	Size	Rate
1	Snow Blower					/hr
2	Snow Blower					/hr
3	Snow Blower					/hr
4	Snow Blower					/hr
5	Snow Blower					/hr

Additional comments or clarification:

MANPOWER			
Item No.	Description	Additional information	Rate
1	Pipe layer		/hr
2	Deck Man		/hr
3	General Labor		/hr
4			/hr
5			/hr

Additional comments or clarification:



CONTRACT NO. 21-008*F18-07

MISCELLANEOUS EQUIPMENT			
Item No.	Description	Additional information	Rate
1			/hr
2			/hr
3			/hr
4			/hr
5			/hr
6			/hr
7			/hr
8			/hr
9			/hr
10			/hr
11			/hr
12			/hr
13			/hr
14			/hr
15			/hr

Additional comments or clarification (Hourly rate for extra labourer):



CONTRACT NO. 21-008*F18-07

EMERGENCY CONTACT LIST			
Item No.	NAME	TITLE	PHONE NUMBER
1			
2			
3			
4			
5			

Additional comments or clarification:
