

**THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY**

**PROCUREMENT #05-08
LIQUID DUST SUPPRESSANT**

MARCH 26, 2008

PROCUREMENT #05-08

LIQUID DUST SUPPRESSANT

SUBMISSION CLOSING

Submissions will be received by the Clerk until 1100 hours (11:00 a.m.) local time on **April 15, 2008**, at the Township of South Glengarry offices, 6 Oak Street, Lancaster, Ontario, which time and date, shall be deemed to be the date of closing.

Respondents are required to submit one (1) copies of their submission, including the original, in a sealed envelope. Faxed or emailed submissions not accepted.

SUBMISSION OPENING

An official public opening of submissions will take place 15 minutes following the closing in the Council Chambers, Township Hall, 6 Oak Street, Lancaster, Ontario.

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SCOPE OF WORK

1. The work is to provide liquid dust suppressant as directed. It consists of loading, delivery and application of the liquid dust suppressant using tanker type equipment with electronic calibration controls. The material supplied shall be from the following list.
 - Liquid Calcium Chloride meeting OPSS 506 and 2501
 - Liquid Magnesium Chloride meeting OPSS 506 and 2503
2. The material is to be supplied and applied as per OPSS 506
3. The respondent's truck must be capable of accurately controlling the application rate from 1 flake tonne to 5 flake tonne per kilometres or .5 litres/m² to 2.75 litres/m², Minimum 11 flake tonnes per load.
4. Respondents must be able to supply up to 35 flake tonnes or 60,000 litres per day if given two (2) days notice.

For further information please contact:

Ewen MacDonald C.R.S.S./R.R.F.M.
General Manager – Infrastructure Services

Township of South Glengarry
Phone: 613-347-2040
Fax: 613-347-3411
Email: ewen@southglengarry.com

FORM OF SUBMISSION

PROCUREMENT #05-08

PROCUREMENT NAME:

SUBMITTED BY:

FIRM NAME:

ADDRESS:

HEREINAFTER CALLED THE RESPONDENT

TELEPHONE # _____ FAX # _____

TO: **THE CORPORATION OF THE
TOWNSHIP OF SOUTH GLENGARRY
6 Oak Street
Lancaster, Ontario K0C 1N0**

I/We, having carefully examined any and all sites of the proposed work and all documents relating thereto, do hereby submit and offer in accordance therewith to enter into an Agreement as and when required by the Township of South Glengarry, in strict accordance with the said documents and such further details as may be supplied and to supply all necessary labour, material, and plant to complete the work in the time specified and agree to be bound by the terms and conditions of this procurement process.

DATED AT _____ THIS _____ DAY OF _____ 2008

Signature of Witness

Signature of Respondent

NOTE:

If the submission is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by a duly authorized officer and the seal of the corporation must be affixed. If the submission is submitted by or on behalf of an individual or a partnership, a seal must be affixed opposite the signature of the individual or the partner.

SCHEDULE OF ITEMS AND PRICES

PROCUREMENT #05-08

Price Per Flake Equivalent Tonne

400 tonnes FOB (specified roads) _____ \$ per tonne \$ _____

Plus 5% GST \$ _____

Total Tendered Price \$ _____

TERMS AND CONDITIONS OF THIS PROCUREMENT PROCESS

PROCUREMENT #05-08

1. Time Limit for Bidding

- 1.1. Submissions will be received by the Township Clerk at the Township reception desk at 6 Oak Street, Lancaster, Ontario at the time and date designated which shall be deemed to be the Date of Closing.
- 1.2. Late submissions will not be accepted.
- 1.3. The official opening of submissions will take place at the Township Hall (Council Chambers), 6 Oak Street, Lancaster, Ontario at the time and date designated for this solicitation.

2. Submissions

- 2.1. All submissions must be upon the Form of Submission, if included therein, and must be accompanied by a duly completed copy of the Schedule of Items and Prices.
- 2.2. All information required must be provided and the submission price must equal the total amount of the Schedule of Items and Prices.
- 2.3. Each Respondent is solely responsible for any and all costs associated with preparing and submitting its submission.
- 2.4. All submissions become the property of the Township of South Glengarry. Details of submissions may be disclosed after the evaluation process and therefore shall not be treated as confidential unless expressly stated otherwise.
- 2.5. Upon closing, all submissions become irrevocable for 60 days from the closing time; a Respondent that fails to comply with this shall forfeit their deposit and will be liable for damages.
- 2.6. If faxed or emailed submissions are permitted, then the received date and time noted on the Township's equipment will be used as the received time for the purposes of the closing cutoff, regardless of when they were actually sent, unless the Township determines there is an error in its equipment, in which case, the received date and time will be as determined by the Township.

TERMS AND CONDITIONS OF THIS PROCUREMENT PROCESS

PROCUREMENT #05-08

3. Declarations of Interests

- 3.1. The Respondent shall clearly indicate any and all persons, firms or corporations, other than the Respondent, that has any direct or indirect interest in the Respondent being successful in this solicitation and describe the general nature of the interest.
- 3.2. The Respondent shall clearly indicate any Member of Council or employee of the Township that has any direct or indirect pecuniary interest in the Respondent being successful in this solicitation and describe the general nature of the interest.

4. Drawings and Contract Documents

- 4.1. Each Respondent must satisfy him/herself by his/her own study, calculations and inspection of drawings, procurement documents and work sites, respecting the conditions existing or likely to exist in connection with the execution of the Agreement, as to the practicability of completing the Work successfully within the stipulated time. There will be no consideration of any claim that there is a misunderstanding with respect to the conditions imposed by the procurement process or any agreement arising from this process.

5. Respondents to Investigate

Respondents must satisfy themselves by examination of the locations of the proposed works as to the local conditions to be met during the execution of the Agreement.

The successful Respondent will be responsible for obtaining information as to the location of any existing utilities and will be liable for any damage to same as a result of his/her operations and will be required to pay all costs of repair and/or replacement.

6. Items

- 6.1. The parts of the Work may have been divided into items so that in the event of an increase or decrease in the quantity of any particular item of work, the actual quantities executed may be paid for at the rates stated for that particular item of work in the Submission Form, subject to the basis of payment laid down for each item in the specifications. The quantity shown for any item is approximate only and may be increased, decreased, or entirely eliminated. Respondents are to note that areas of work are in various locations and of various sizes with no minimum or maximum dimensions.

7. Taxes

- 7.1. The prices submitted shall include all taxes where applicable. For material on which the Township is exempt, the prices bid shall not include sales taxes and the Township will provide the successful Respondent with a certificate of end use.

8. Submission Deposit

- 8.1. Each submission must be accompanied by a certified cheque payable to the Corporation of the Township of South Glengarry in the amount of 10% of the total submission amount, drawn upon a Canadian Chartered Bank located in Ontario. The deposit of the two submissions receiving the highest score will be retained until an Agreement has been reached and has been signed and the surety, as required, is furnished to the satisfaction of the Treasurer.
- 8.2. Failure to enter into an Agreement with the Corporation of the Township of South Glengarry within the time limit may result in forfeiture of the submission deposit.
- 8.3. The submission deposit may be cashed at the discretion of the Municipal Treasurer with no interest payable to the Respondent.
- 8.4. The deposit of the second best evaluated submission shall be held by the Township until such time as an Agreement can be entered into with the Respondent that submitted the best evaluated submission.

9. Surety

- 9.1. A certified cheque in the amount of 10% of the total submission amount will be required of the successful Respondent for faithful performance of the Agreement, upon entering into an Agreement.
- 9.2. The certified cheque may be cashed at the discretion of the Municipal Treasurer with no interest payable to the Respondent.

10. Ability and Experience of Respondent

- 10.1. It is not the intent of the Corporation of the Township of South Glengarry to award this Contract to any Respondent who does not furnish satisfactory evidence that he/she has the ability and experience in this class of work and that he/she has sufficient capital and plant to enable him/her to prosecute and complete the Agreement.
- 10.2. The equipment to be used under an Agreement resulting from this solicitation will be subject to inspection by a representative of the Township to determine its suitability to perform the necessary work. The inability of the Respondent to provide equipment of sufficient quality or quantity or provide material at a satisfactory rate may affect the selection of the successful Respondent.

11. Sub-Contractors

11.1. The Respondent shall list the name and address of each proposed sub-contractor. Only one sub-contractor shall be named for each part of the work to be sublet. Each sub-contractor is subject to the approval of the Township and no change in unit prices submitted in the solicitation will be allowed for the substitution of any sub-contractor.

12. Collusion or Fraud

12.1. The Respondent has ensured their submission is made without connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person make a submission for the same work and is in all respect fair and without collusion or fraud.

13. Evaluation

13.1. The Township of South Glengarry shall utilize the following scoring system in the evaluation of submissions:

	<u>Maximum Points</u>
Completeness of Proposal	10
Degree of Similar Work Experience	15
Past Performance with Similar Work In the Township	15
Mowing Equipment Listed for the Performance of the Work	15
Price	30
TOTAL	85

The score for price shall be determined as follows:

- (Cost of lowest bid/Cost of Evaluation bid) x (maximum score for cost – five)
- Five points shall be added to the score of the lowest bid, or bids in the event of a tie
- Three points shall be added to the score of the second lowest bid, or bids in the event of a tie
- One point shall be added to the score of the third lowest bid, or bids in the event of a tie
- e.g. - Bid 1: \$26,000 Bid 2: \$28,000 Bid 3: \$29,000
 Scoring for cost (maximum 30):
 Bid 1 = (26,000/26,000) x (30-5); plus 5 points as lowest bid = 30.00
 Bid 2 = (26,000/28,000) x (30-5); plus 3 points as second lowest bid = 26.20
 Bid 3 = (26,000/29,000) x (30-5); plus 1 point as third lowest bid = 23.41

14. Written Agreement

- 14.1. This solicitation is subject to a formal Agreement being prepared and executed.
- 14.2. The Township shall not be obligated to any Respondent whatsoever unless a written Agreement has been executed relating to an approved submission.
- 14.3. The successful Respondent will be required to execute the Agreement within ten (10) business days from the date of mailing of the notice to the Respondent, according to the address given in the submission, that the Contract is ready for signature.
- 14.4. Unless specifically stated otherwise in any Agreement arising from this procurement process, any service, good or claim made in a Respondent's submission shall be considered to be part of the Agreement arising from this procurement process.

15. Payment

- 15.1. Payment shall be considered as compensation in full for the supply of all necessary labour, equipment, trucking and appliances including all material to complete the work as outlined in this Contract.
- 15.2. Payment shall be construed as including protection to all existing plant and structures within the limits of this Contract.
- 15.3. The Contractor shall note that any damage to existing plant or structures caused by his operations shall be reinstated to the Township of South Glengarry standards at his own expense subject to the approval of the Township Chief Administrative Officer, or his/her designate, and will, in no way be considered as an extra to the Contract.
- 15.4. The Contractor is to provide a Statutory Declaration of payment for all sub-contractors used.
- 15.5. The Township of South Glengarry will hold 10% of ALL monies payable to the Contractor. After the expiration of 45 calendar days, the Township shall release these monies upon receipt of the Contractor's Statutory Declaration, the Workplace Safety and Insurance Board Clearance Certificate, and the Substantial Completion Certificate provided that the Substantial Completion Certificate may specify an amount the Township shall continue to hold as a maintenance security.
 - 15.5.1. By accepting the monies held back by the Township the Contractor is releasing the Township from all further claims relating to the Contract.

16. Consultant/Project Manager

- 16.1. The Consultant/Project Manager will be the Township's representative during construction and until the issuance of the Substantial Completion Certificate and shall represent the best interests of the Township throughout the project.
- 16.2. The Substantial Completion Certificate shall include:
 - 16.2.1. itemization of the value of work performed to the date of Substantial Completion;
 - 16.2.2. the value of outstanding or incomplete work;
 - 16.2.3. the amount of the statutory holdback, allowing for any previous releases of statutory holdback to the Contractor in respect of completed sub-contracts and deliveries of pre-selected equipment;
 - 16.2.4. the amount of maintenance security required;
 - 16.2.5. the amount due the Contractor.
- 16.3. "Substantial Completion" is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Township can occupy or utilize the Work for its intended use, as determined by the Township.

17. Legislation, Safety and Insurance

- 17.1. The successful Respondent shall perform the Work in accordance with all applicable laws and regulations, including but not limited to, the *Occupational Health and Safety Act* and regulations of the Province of Ontario. In particular, the Municipality will require, where appropriate, Respondents to furnish proof of training of WHMIS and a copy of their Health and Safety policy, as well as WSIB certificate with CAD 7 experience; these documents do not need to accompany the submission.
- 17.2. Should the successful Respondent be in contravention of the above, all work on the project shall cease immediately and remain stopped until adequate corrective measures have been taken and the Township shall be notified immediately. The Contractor will immediately take whatever corrective measures are necessary, and the decision of the Township Chief Administrative Officer, or his/her designate, shall be final in this regard.
- 17.3. The successful Respondent shall be the prime contractor and shall control the work to ensure compliance with all occupational health and safety laws and regulations.
- 17.4. The successful Respondent agrees to hold harmless, the Township of South Glengarry and will agree to take responsibility for any health and safety

violations as well as the cost to defend such charges as a result of any violation under the *Occupational Health and Safety Act*.

- 17.5. The successful Respondent shall save harmless the Corporation of Township of South Glengarry from any liability and the successful Respondent shall have and maintain commercial general liability insurance coverage that shall, but not be limited to, bodily and personal injury liability, property damage, contractual liability, professional liability and contingent employers liability coverage with an inclusive limit of not less than \$2,000,000 per occurrence for personal injury or property damage, with an annual aggregate of at least \$2,000,000 and a deductible not to exceed \$10,000; the Corporation of the Township of South Glengarry shall be identified as an additional insured on the successful Respondent's insurance policy. The successful Respondent shall also carry standard form automobile liability insurance with an inclusive limit of not less than \$2,000,000 for any one occurrence in respect of the use or operation of vehicles by the Respondent for the provision of services, where those vehicles are owned, leased or not owned by the Respondent.
- 17.6. The successful Respondent is to be known as the operator with regard to Commercial Vehicle Operator Registration (C.V.O.R.) Legislation as defined in the *Highway Traffic Act*.

18. Rights of Respondents/Contractor

- 18.1. By submission of a clear and detailed written notice, a Respondent may amend or withdraw its submission prior to the closing date and time.
- 18.2. Based on an approved invoice submitted to the Township Treasurer, the Contractor shall be entitled to be paid monthly for Work completed.
- 18.3. The Contractor shall be entitled to simple interest calculated at ½ percent per month on late payments.
- 18.4. Respondents shall be entitled to prompt return of their Submission Deposit if their submission is neither the best nor second best evaluated submission.
- 18.5. In lieu of a certified cheque for surety, the successful Respondent may provide to the Township, a Letter of Credit in an amount and form acceptable to the Treasurer.
- 18.6. The Contractor is entitled to final payment upon substantial completion, subject to any holdbacks and maintenance securities.
- 18.7. After the acceptance of a submission, the Contractor may apply to the Township to substitute another Material identified by a different trade or other name for the Material designated as aforesaid or propose a different work process. The application shall be in writing and shall state the price for the proposed substitute Material or work process and such other information as the Township may require.

18.8. Submissions and correspondence of Respondents or the Contractor shall be protected by the Freedom of Information and Protection of Privacy Act.

19. Rights of the Township

19.1. Notwithstanding anything herein, if it is deemed most favourable in the interest of the Township of South Glengarry, then the Township reserves the following rights, to be exercised at its sole discretion, in order to select a submission that provides the greatest value based on quality, service and price:

19.1.1. to accept corrections to a submission after the closing date for obvious clerical errors except those that would vary the bid price;

19.1.2. to reject any or all submissions;

19.1.3. to include externalities and full-life cycle costs in determining price;

19.1.4. to use its own estimates on time requirements or “cost plus” estimates in determining price;

19.1.5. to award by item, or part thereof, groups of items, or all items of the procurement;

19.1.6. to accept non-compliant submissions where such non-compliance relates purely to a matter of form, is of a trivial nature, or has no effect upon the relative standing of the submissions.

19.2. Notwithstanding anything herein, the Township reserves the following rights in all cases, to be exercised at its sole discretion:

19.2.1. to reject any or all submissions based on one or more of the following factors: safety, financial stability of the Respondent, previous problems with the Respondent in delivering goods or services, the benefits of diversifying the Township’s sources of supply, reliability of a Respondent, and other commercially relevant considerations;

19.2.2. to reject any submission that has an all-inclusive cost that is more than 40% below or more than 40% above the average prices submitted and evaluated;

19.2.3. to reject any or all submissions if the fairness or legitimacy of the procurement process could reasonably be called into question

19.2.4. because of interests any and all persons, firms or corporations have in a Respondent’s submission;

- 19.2.5. to modify, extend, suspend, postpone or cancel any part of this solicitation or any subsequent processes without any liability to anyone;
 - 19.2.6. to issue, prior to the closing date, addenda for any part of the procurement process, including: guidelines, plans, specifications, scope of work; requirements, timelines, etc.;
 - 19.2.7. to cancel any Agreement arising out of this procurement process, without liability to the Township, if it is found that the successful Respondent provided information as part of this procurement process that it should have known to be incorrect and, in such circumstances, the Respondent will be liable for any damages incurred by the Township resulting from the cancellation of any such Agreement;
 - 19.2.8. in the event of any emergency or pending emergency, to cancel the solicitation and accept, at any time, the submission that best meets the needs of the Township given the emergency;
 - 19.2.9. the Township may contact any Respondent before, during and/or after this procurement process, including to clarify or gather additional information regarding a submission.
- 19.3 In the event that two or more submissions are ranked as equal, the Township reserves the right to break the tie in a manner it deems appropriate.
- 19.4 Where a stepped or ranked scoring process is used, the Township reserves the right to score one or more submissions for any criteria as tied or to use a ranking for any criteria that exceeds the total number of submissions.
- 19.5 The Township reserves the right, at its sole discretion, to restrict a Respondent from participating in future solicitations if, at any time, they fail to follow any part of this procurement process.
- 19.6 The Township reserves the right to determine the existence of an emergency situation, and when such an emergency situation is deemed to exist, the Township may instruct the Contractor to take action to remedy the situation. If the Contractor does not take timely action, or if the Contractor is not available, the Township may direct others to remedy the situation.

20. Other

- 20.1. A Respondent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily, the requirements set forth or implied in the procurement process, regardless of whether this is a requirement of the procurement process.
- 20.2. If this solicitation is a “request for information”, “request for expression of interest”, “request for qualifications”, or similar request, then this process does not give rise to any contractual rights or obligations.
- 20.3. The Contractor agrees to indemnify the Township for costs or third party claims incurred due to the Contractor’s improper use of intellectual property.
- 20.4. Where the Contractor fails to correct a default within the time specified by the Township, or where the Contractor fails to comply with the terms of the Procurement or Contract Documents, the Township, without prejudice to any other right or remedy the Township may have, may terminate the Contractor’s right to continue the work in whole or in part by giving written notice to the Contractor and charge the Contractor the additional cost over the submission price of completing the Work or portion thereof.
- 20.5. The term “should” when used in this document does not have the same meaning as “shall”. Instead, the term “should” means “ought to”; that is, the condition that the “should” applies to is not an absolute requirement but a submission could be ruled as non-compliant, at the Township’s sole discretion, if the condition is not met.