# PART A – INSTRUCTIONS TO BIDDERS

## Invitation

The Municipality of Casselman is giving the opportunity to contractors to submit hourly prices for the rental of heavy equipment on an hourly basis only.

## Definitions

* 1. Wherever the word “Corporation”, “Owner” or Municipality appears in this Contract, it shall be interpreted as meaning the Municipality of Casselman.
  2. “Work” means any activity to accomplish the Services or to supply the Supplies as specified in the Bid Request document.

## Queries/Addenda

1. Questions related to this Bid are required to be submitted to the Owner through the municipality’s website.
2. Bidders are advised that all communications with the Owner related to this Bid Request during the bidding process must be made directly to the municipality.
3. No officer, agent or employee of the Owner is authorized to alter orally any of this Bid Request. If it becomes necessary to revise, delete, substitute or add to any part of the Bid Request, a written addendum will be issued.

## Bid Submission

1. Bid prices are to be in Canadian funds.
2. The estimate of quantities as shown in the Bid Request 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.
3. 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 Bidder.

## Examination of Site

* 1. Each Bidder, at his convenience, may visit the site of the Work before submitting his Bid and must satisfy himself by personal examination as to the local conditions to be met with during the conduct of the Work. He shall make his own estimate of the facilities and difficulties to be encountered including the nature of the subsurface materials and conditions. He is not to claim at any time after submission of his Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

## Examination of Bid Requests documents

* 1. Each Bidder must carefully examine the Bid Request document before submitting his Bid and must satisfy himself by personal review of all details that there is no confusing information or discrepancy that could lead to future claims. At any time after submission of his Bid, the Bidder shall not claim that there was any misunderstanding of the interpretation of the Bid Request for the purpose of this Bid Request.

## Conflict of Interest

* 1. The Bidder, must declare that there is no actual, potential, or perceived conflict of interest in that Bidder submitting a Bid in respect of that Procurement process, or where there is an actual, potential, or perceived conflict of interest, the Bidder must provide details of the conflict of interest. Where a Bidder 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 Corporation’s Legal Advisor, determine if the actual, potential, or perceived conflict of interest serves to disqualify that Bidder from further participation in the Procurement process.
  2. Neither the Bidder nor any person, firm or corporation associated or affiliated with or subsidiary to the Bidder 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.
  3. The Bidder 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 Bidder was retained by the Owner. In the event of a breach of this obligation by the Bidder he/she/it shall be responsible for all costs incurred or suffered by the Owner, including legal costs on a solicitor and client basis.
  4. No person shall provide Services or Professional Services to both the Owner and a private sector developer on the same or related project.

## Bid Results

* 1. After the Bid closing, the Bid results will be made available on the Municipality’s website.

## Execute Contract

* 1. The submission of this Bid Requests constitutes an irrevocable offer to provide the goods and/or services described herein for a period of 60 days from the closing date of the receipt of Bid. After this time, the Bid may only be accepted with the consent of the Successful Bidder.
  2. This Bid Request is subject to a formal Contract being prepared and executed between the Successful Bidder and the Owner. When the Successful Bidder receives a Purchase Order, a legally binding Contract is formed between the two parties and the terms and condition of the Contract will be govern by this Bid Request document, unless specified otherwise in the Purchase Order.

## Governmental Requirements

* 1. The Successful Bidder 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 Bid Request document or to the Employees of the Successful Bidder.

## Alternative and Equivalence

* 1. Where the Bid Request document(s) stipulate a particular product, substitutions may be considered by the Owner. In the case of a proposed product substitutions the bidder will provide details of the product by submitting details through the Bidding System using the “Submit a Question” button five (5) working days before bid closing deadline.
  2. If details in respect to a substitution is submitted, the Owner will review the details and determine if the actual proposed substitution is acceptable or rejected. An addendum will be published in regards to the submitted request. The Owner reserves the right to reject or accept the proposed substitution.

## Certifications

* 1. Successful Bidder shall submit all required Health & Safety Certifications required by the Ontario Health & Safety Act & Regulations, prior to award of contract.
  2. Owner reserves the right to require Bidder to submit all trades certifications specific to the Work involved in this project.

## Liability Insurance

* 1. Bidders must provide, with their Bid, a certificate of insurance in compliance with insurance requirements stipulated below. The Successful Bidder shall provide and maintain at his own expense a policy of insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the Contract. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Owner. A valid copy of the certificate of insurance shall be in the Owner’s possession at all times. The policy must contain:

1. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $5 million per occurrence/maximum of $5 million (annual aggregate for any negligent acts or omissions relating to the obligations under the Bid Request). Such insurance shall include, but is not limited to, bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad-form property damage; owners & Contractors protective; occurrence property damage; products; broad form completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; Non-Owned Automobile; cross liability and severability of interest clause.

If applicable, the Commercial General Liability Insurance policy shall not contain any exclusions of liability for damage, etc. to properties, buildings, or land arising from:

* + - 1. removal or weakening of support of any property, building, or land, whether such support is natural or otherwise;
      2. use of explosives for blasting;
      3. vibration from pile driving, or caisson work, if minimum coverage for any such loss or damage is $5 million.

The Corporation shall be added as an additional Insured. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available.

1. Automobile Liability Insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the Services covering liability for bodily injury, death, and damage to property, with a limit of not less than $2 million inclusive for each and every loss.
   1. Any and all deductibles applicable to the above-noted insurance policies shall be the sole responsibility of the Named Insured, and the Corporation shall bear no cost towards such deductibles.
   2. The Contractor is responsible to effect physical damage on their assets/equipment—failure to do so will not impose any liability on the Corporation.
   3. 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 and shall name the Corporation as a loss payee as their interests may appear to the replacement value of the completed building including improvement and renovation costs.
   4. An endorsement to the effect that the policy or policies will not be altered, cancelled, or allowed to lapse without giving the Corporation a written notice of thirty (30) days.
   5. The Corporation reserves the right to assess exposures and add additional insurance requirements where deemed necessary.
   6. The successful Bidder shall indemnify and save harmless the Corporation, 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.

## Work Place Safety Insurance Board (WSIB) and Worker’s Rights

* 1. **The Bidder shall provide to the Owner, with this Bid Request, a valid Workplace Safety Insurance Board Certificate (WSIB) of Clearance to the satisfaction of the Owner** and have its validity updated as necessary. The Successful Bidder shall provide updated “Certificates of Clearance” for the duration of the contract. Additional "Certificate of Clearances" may be requested before the release of any hold back.
  2. The Successful Bidder will abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour and/or other appropriate legislation of the Province of Ontario, and/or the Government of Canada.
  3. The Successful Bidder shall be responsible for and shall pay any dues and assessments payable under the Workplace Safety & Insurance Act, the Unemployment Insurance Act or any other Act, whether Provincial or Dominion in respect to all employees or operators. The Successful Bidder shall, upon request, furnish the Corporation with satisfactory evidence that he has complied with the provisions of any such Act.

# PART B – GENERAL CONDITIONS OF CONTRACT

## General Conditions

* 1. Bidders shall fill the Appendix A available in the Documents Section of the Bid Request.
  2. No award will be issued for this request for quotation. It will be at the Municipality’s 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 Municipality of Casselman. Therefore, the Municipality shall not be penalized if more or less are purchased than anticipated from the contractor. The Municipality 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 Municipality also reserves the right to split this quotation between two or more bidders based upon the overall best value to the Municipality.
  3. All services shall be completed promptly.
  4. The Municipality reserves the right to obtain separate prices for any vehicle or piece of equipment required for longer periods or work.
  5. No equipment will be hired unless it is in first class operating condition and supplied complete with proper attachments, operator and fuel.
  6. Contractors must supply skilled operators with all equipment supplied.
  7. Contractors are responsible for all repairs or damage to all or any hired equipment and the Municipality assumes no liability for such repairs or damage.
  8. For hourly rentals, slips indicating registered owner’s names, license number, time worked and place are to be issued daily to the Municipality with each piece of equipment and must be signed by a Municipality 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.
  9. 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 Municipality. 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.
  10. 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.
  11. 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.
  12. The Municipality will pay a flat rate for a one-way float to move hired equipment from any point within the boundaries of the Municipality of Casselman area to the required site, loaders and backhoes will not be considered for float charges. There will be no charge to the Municipality for hired equipment while it is being transported on a float to or from job sites. There will be no charge to the Municipality for a float to move hired equipment out of a job site once the work is completed.
  13. The Municipality 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 schedule to work for the Municipality on the following day on the same job site.
  14. Whenever a float is required to transport Municipality equipment, a minimum of two hours will be allowed.
  15. The Municipality is at liberty to rent all or any portion of the equipment offered for rental.
  16. The Municipality will accept one hourly rate only, covering both regular and overtime hours.
  17. In the case that the contractor cannot commit or guarantee that he will be available for a job when called to work for the Municipality, the Municipality reserves the right to rent from other contractors for all or any type of equipment identified in this quotation.
  18. **All vehicles and other equipment must maintain all Provincial regulations and are subject to applicable by-laws of the Municipality of Casselman. Please note that contractors not in regulation with the Municipality by-laws will not be selected to work for the Municipality. Consequently, proper wide loads, reduced loads or annual permits must be obtained from the Municipality. This will be strictly enforced.**

## Contract Duration

* 1. Bid prices are fixed prices until December 31st, 2020 and cannot be increased.

## Health and Safety

* 1. The Owner is committed to ensuring that a high standard of health and safety is provided and maintained for all employees, visitors, guests, Successful Bidders, agents and others on our premises.
  2. Successful Bidder must assume all responsibilities and obligations imposed upon the Occupational Health and Safety Act including any amendments which come into force during the duration of this Contract. All costs for services/materials required to fulfill these obligations shall be assumed to be included in the bid price.
  3. Prior to commencement of Work the Successful Bidder will notify the Owner of all products controlled under the Workplace Hazardous Materials Information System (WHMIS) and ensure that workers are aware of hazardous substances that may be in use at their place of Work, and wear appropriate personal protective equipment as may be required.
  4. If applicable, the Successful Bidder shall provide the Owner, prior to the commencement of Work, Safety Data Sheets (S.D.S.) for all materials being supplied under this Contract.
  5. The Successful Bidder must provide, upon request, a copy of the company health and safety policy.

## Payment Procedures

* 1. The Successful Bidder shall only invoice for the delivered supplies and services accepted by the Owner. Invoices shall be mailed or emailed to:

Municipality of Casselman

(Department of Public Works)

751 St-Jean St

Casselman, On, K0A 1M0

* 1. Harmonized sales tax (HST) must be shown separately on all invoices.
  2. The Owner shall pay the Successful Bidder in Canadian funds for the completed Work specified under the Bid Request, the amount being determine by actual measured quantities of the individual Work items contained in the Bid.
  3. The Municipality shall pay the vendor correctly rendered statement/invoice within thirty (30) days of receipt.  All payments will be sent to the vendor by Electronic Fund Transfer.