



Request for Quotation

Title: **South Kinloss Winter Maintenance Services**

Reference #: PW2024-08-01

Closing Date: **Thursday Aug. 22, 2024**

Closing Time: **2:00pm** Late Submissions will not be accepted.

Location: Township of Huron-Kinloss Municipal Office
21 Queen Street
Ripley, ON, N0G 2R0
Attention: **John Yungblut**
Email: **jyungblut@huronkinloss.com**

For Contracted Work (Contractor)

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1. Introduction

1.1 Purpose

The purpose of this RFQ is to select a contractor to perform the work described in Schedule A.

1.2 Definitions

1. **“Agreement”** a written offer from the Township to the Preferred Proponent based on the information provided within the Bid Documents submitted by the Proponent. The signing of this document by both parties in addition to any Contract documents constitutes a legally binding Contract.
2. **“Authorized Agent”** is a representative of the Proponent who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
3. **“Award”** is the acceptance of a Bid submission in accordance with this Request for Quotation, as evidenced by the Township of Huron-Kinloss written notification to the selected Proponent.
4. **“Bid”** is a written offer, in a specified form, received from a Proponent in response to a Request for Quotation to provide goods and Work based on the approved format of the Township of Huron-Kinloss containing terms and conditions.
5. **“Bid Documents”** form the basis of the bid process and are comprised of the following:
 - (a) Instructions to Proponents;
 - (b) Bid Form;
 - (c) Terms, Conditions, Specifications; and
 - (d) Addenda issued during the bidding period
6. **“Bid Package”** is the submitted package that includes the Quotation and any documents requested for evaluation.
7. **“Budget”** refers to any of several documents approved by the Council from time to time, which detail the amounts of money to be spent within a fiscal period by the Township on various operating expenses or capital projects. Budgets may be approved annually, or with terms of multiple years, or during any year for one or more specific projects or programs.
8. **“Change Order”** is a written order issued by the Township of Huron-Kinloss that changes the scope or specifications of any project where change in cost or time is anticipated. The

Contractor must submit the estimated change in cost and completion date to the Township before undertaking such extra work.

9. **“Change Notice”** is a written order issued by the Township of Huron-Kinloss that changes the scope or specifications of any project where no change in cost or time is anticipated.
10. **“Change Directive”** is an expedited Change Order that is issued by the Township when the nature of the change does not provide sufficient time to complete the Change Order process or the scope of the extra work is unclear at the time. All changes in cost and completion date will be negotiated after the work associated with a Change Directive work is complete.
11. **“Contractor”** means any person or company who, by virtue of professional expertise of service is contracted by the Township of Huron-Kinloss to provide all specified labour, equipment and materials to complete a particular project.
12. **“Contract”** means a legal agreement to be entered into by the selected Proponent and the Township of Huron-Kinloss.
13. **“Council”** mean the elected representatives of the people of the Township of Huron-Kinloss with respect to municipal administration.
14. **“Insurance Certificate”** a certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario.
15. **“Mandatory Performance Specification”** means requirements that the selected Proponent is obligated to perform under the Contract.
16. **“May”** used in this Request for Quotation document shall be permissive and discretionary but recommended.
17. **“MMS”** refers to Ontario Regulation 239/02, known as the Minimum Maintenance Standards for Municipal Highways.
18. **“OPSD”** means the Ontario Provincial Standard Drawings, as amended
19. **“OPSS”** means the Ontario Provincial Standard Specifications, as amended
20. **“Proponent”** is the Person who submits a Bid.

21. **“Request for Quotation (RFQ)”** means an invitation issued by the Township of Huron-Kinloss to supply a Good or Service for a fixed priced based on specified terms and conditions.
22. **“Shall”** used in this Request for Quotation document is a mandatory requirement that if not met, will result in a Proponent’s disqualification or Contract termination.
23. **“Should”** used in the Request for Quotation document is a permissive and discretionary request but is recommended.
24. **“Will”** used in this Request for Quotation document is a mandatory requirement.
25. **“Work”** means the total construction and related services required under the Contract.
26. **“Township”** means The Corporation of the Township of Huron-Kinloss
27. **“Township Representative”** has the meaning set out in section 2.6
28. **“Responsible Bidder”** is a contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
29. **“Responsive Bidder”** is a contractor, business entity or individual who has submitted a request for Bid that fully conforms in all material respects to the Request for Quotation and all of its requirements, including all form and substance.

2. Instructions to Proponents

2.1 Closing Time and Address for Bid Submission Delivery

The Bids must be submitted to the Township of Huron-Kinloss at the office of:

Name: **John Yungblut**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

On or before the following date and time (the "Closing Time"):

Time: **2:00pm**
Date: **Aug. 22, 2024**

2.2 Information Meeting

An information meeting has not been scheduled.

2.3 Number of Copies

The Proponent should submit one original hardcopy of the Bid. Digital copies will not be accepted.

2.4 Late Submissions

Bids received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for extension of the Closing Time.

2.5 Amendments to Bid Submissions

Bids may be revised by written amendment, delivered to the location set out in Section 2.1, at any time before the Closing Time but not after. An amendment must be signed by an authorized signatory of the Proponent in the same manner as provided by section 3.3. Faxed or emailed amendments are permitted, but such amendment may show only the change to the Bid price(s) and in no event disclose the actual Bid price(s). A Proponent bears all risk that the Township's equipment functions properly so as to facilitate timely delivery of any amendment.

2.6 Inquiries

All inquiries related to this RFQ should be directed in writing to the person named below (the "Township Representative"). Information obtained from any person or source other than the Township Representative may not be relied upon.

Name: **John Yungblut**
Address: Township of Huron-Kinloss
21 Queen Street
Ripley, Ontario
N0G 2R0

Fax: 519-395-4107
Email: **jyungblut@huronkinloss.com**

Inquiries should be made by **Aug. 15, 2024**. The Township of Huron-Kinloss reserves the right not to respond to inquiries made after the inquiry closing deadline. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Township.

Proponents finding discrepancies, omissions, errors, departures from building by-laws, codes or good practice, or points considered to be ambiguous or conflicting in the Contract or Bid Documents or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative not less than five (5) business days before the Closing Time. If the Township determines that an amendment is required to this RFQ, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFQ or may be relied upon by any Proponent. The Township will endeavour to issue such addenda at least seventy-two (72) hours prior to the Closing Time

Accessible Documentation: Should you require a copy of this document in a format compliant with the Accessibility for Ontarians with Disabilities Act (AODA), please contact the Township Representative(s) listed above.

2.7 Addenda

If the Township of Huron-Kinloss determines that an amendment is required by this RFQ, the Township Representative will issue a written addendum by posting it on the Bids and Tenders page on the Township's active website at www.huron-kinloss.com that will form part of this RFQ. It is the responsibility of Proponents to check the Township's Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Proponent. By delivery of a Bid, Proponent is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

2.8 Examining of Bid Documents and Site

Proponents will be deemed to have carefully examined the RFQ, including all attached schedules, provisions, plans, specifications, conditions and the site (as applicable) prior to preparing and submitting a Bid with respect to any and all facts which may influence a Bid.

Each Proponent is expected to attend the proposed work site (as applicable) before submitting the Bid and must be satisfied by personal examination as to the local conditions to be met while completing the specified work. The Proponent shall determine the difficulty of the facilities to be encountered. The Proponent shall not claim at any time after submission of Bid that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

The Proponent understands and accepts the said provisions, plans, specifications, schedules and conditions, and for the prices set forth in this tender, hereby offers to furnish all necessary, equipment, labour and materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the provisions, plans, specifications, schedules and conditions attached to this RFQ.

2.9 Order of Precedence

In the event of any contradictory information found herein, the Contract documents shall take precedence in the following order:

- a) Agreement
- b) Addenda
- c) Contract Drawings
- d) Instructions to Proponents
- e) Standard Proponent Terms and Conditions
- f) Contract Specifications
- g) Standard Specifications
- h) Standard Drawings
- i) Form of Quotation
- j) General Conditions
- k) Working Drawings and Shop Drawings

2.10 Opening of Bid Submissions

Bids shall be opened publicly at the Municipal Office within 15 minutes of the Closing Time.

2.11 Status Inquiries

All inquiries related to the status of this RFQ, including whether or not a Contract has been awarded, should be directed to the Township Representative.

3. Bid Submission Form and Contents

3.1 Bid Package

Bid hard copies are to be in a sealed package, marked on the outside with the Proponent's name, title of the Project and Reference Number.

3.2 Bid Submission

Bid submission deadlines shall be interpreted as local time. The term "local time" shall mean the time as measured by the identified clock at the recipient's location. Bids will be date and time stamped at the location receiving the bids. Late bids will be returned unopened.

Bids submitted by facsimile transmission or by electronic means will not be considered. Proponents are solely responsible for the method and timing of delivery of their Bids.

3.3 Bid Withdrawal

A Proponent who has submitted a bid may request that their bid be withdrawn, if the request is made before the Closing Time for the submission of bids. Withdrawal requests must be in writing to the Township Representative.

Withdrawn Bids shall be returned unopened to the Proponent. The withdrawal of a Bid shall not disqualify the Proponent for submitting another bid for the same project, as long as the revised Bid is submitted prior to the Closing Time.

3.4 Bid Expiry Period

Bids shall be irrevocable for a period of **sixty (60) days** from the date of submission, after which period the Bid expires.

3.5 Form of Quotation

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant Form of Quotation:

- a) The Proponent shall fill in all blank spaces found within the Bid Documents in ink, or typewritten, providing all information requested. Failure to provide all requested information on the Form of Quotation and failure to fill in blank spaces may result in the Bid being declared non-compliant.
- b) The Form of Quotation shall be completed and signed with the authorized signature of the Proponent or of a designated official of the Proponent.
- c) Use only the Form of Quotation issued as part of the Bid Documents for the project. If any or all pages of the Form of Quotation are amended by addendum, only the amended pages shall be used to submit a bid. Failure to comply with this paragraph may result in the bid being declared non-compliant.

- d) Information provided by the Proponent on the Form of Quotation may be amended prior to the Closing Time, provided the corrections are initialed by the authorized representative of the Proponent. Other modifications, erasures, additions, conditions, qualifications or un-initialed pre-closing amendments may result in the bid being declared non-compliant.
- e) Bids that are not originals, are unsigned, improperly signed, un-initialed, incomplete, conditional or illegible, may be declared non-compliant.
- f) All prices submitted by the Proponent shall be provided in numbers and in Canadian dollars only. The Harmonized Sales Tax (HST) shall not be included in the unit prices. All other eligible taxes shall be included in the Bid price.
- g) It is agreed that the Bid quantities are estimated only and may be increased or decreased by the Township without alterations of the Contract price, however, such increase or decrease of the overall quantity shall not exceed fifteen percent (15%).

3.6 Signature

The legal name of the person or organization submitting the Bid should be included on all forms. The Bid should be signed by a person authorized to sign on behalf of the Proponent and include the following:

- (a) If the Proponent is a corporation then the full name of the corporation should be included, together with the names of authorized signatories. The Bid should be executed by all of the authorized signatories or by one or more of them provided that a copy of the corporate resolution authorizing those persons to execute the Contract on behalf of the corporation is submitted;
- (b) If the Proponent is a partnership or joint venture then the name of the partnership or joint venture and the name of each partner or joint venture should be included, and each partner or joint venture should be included, and each partner or joint venture should sign personally (or, if one or more person(s) have signing authority for the partnership or joint venture, the partnership or joint venture should provide evidence to the satisfaction of the Township that the person(s) signing have signing authority for the partnership or joint venture).
- (c) If the Proponent is an individual, including sole proprietorship, the name of the individual should be included.

4. Evaluation and Selection

4.1 Evaluation Team

The evaluation of Bids will be undertaken on behalf of the Township by the Evaluation Team. The Evaluation Team may consult with others including Township staff members, Municipal partners, third party consultants and references, as the Evaluation Team may in its discretion decide is required. The Evaluation Team will give a written recommendation for the selection of a Preferred Proponent or Preferred Proponents to the Township.

4.2 Evaluation Process

The Evaluation Team will compare and evaluate all Bids to determine the completion of the Bid and ability of to provide the work requested in order to determine the Bid which is most advantageous to the Township. The Evaluation Team reserves the right to consider, during the evaluation of the bids:

- a) Information provided in the Bid itself;
- b) Information provided in response to enquiries of credit and industry references set out in the Bid;
- c) Information received in response to enquiries made by the Township of third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities of the bidder;
- d) The manner in which the bidder provides services to others;
- e) The experience and qualifications of the Proponents' senior management and project management;
- f) The experience and qualifications of the Proponents sub-contractors listed in the Bid;
- g) The compliance of the Proponent with the Township's requirements and specifications; and
- h) Innovative approaches proposed by the Proponent in the Bid.

The Proponent acknowledges that the Evaluation Team may rely on the criteria which the Township deems relevant, even though such criteria may not have been disclosed to the Proponent. By submitting a Bid, the Proponent acknowledges the Township's rights under this section and absolutely waives any right, or cause of action, against the Township and its consultants, by reason of the Township's failure to accept the Bid submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

The Township reserves the right to open the Bid and negotiate with a single Proponent, in cases where only one Bid is received, or to negotiate with the Preferred Proponent of the Township's choice, if all Bids are over budget or deemed to be not of fair market value by the third party.

Should the Township receive no compliant Bids, the Township, in its discretion, may re-bid the project or may negotiate a contract for the whole or any part of the project with a Preferred Proponent which has submitted a non-compliant bid.

4.3 Discrepancies in Proponent's Financial Bid

If there are any obvious discrepancies, errors or omissions in the Proponent's financial Bid, the Township of Huron-Kinloss shall be entitled to make obvious corrections, but only if, and to the extent, the corrections are apparent from the Bid as submitted.

4.4 Disputes

In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence of the Contract or a breach of the Contract, or a dispute as to whether the bid of any Proponent was submitted on time or whether a bid is compliant, the Township may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the Township refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Township. Unless the Township shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.

In the event the Township refers a dispute to binding arbitration, the Township may give notice of the dispute to one or more of the other Proponents who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.

In the event the Township refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

This section is not intended to form part of any Contract that may come into being between a Proponent and any prospective subcontractor or supplier of that Proponent.

Any Proponent asserting that a Bid of another Proponent is non-compliant shall do so by providing written notice to the Township within twenty (20) days of the bid opening, failing which the Proponent shall be deemed to accept all other bids as compliant.

Any Proponent asserting a breach of the Contract shall do so within twenty (20) days of the alleged breach, or else the aforesaid Proponent shall be deemed to waive the breach.

4.5 Litigation

In addition to any other provision of this RFQ, the Township of Huron-Kinloss may, in its absolute discretion, reject a Bid if the Proponent, or any officer or director of the Proponent submitting the Bid, is or has been engaged directly or indirectly in legal action against the

Township of Huron-Kinloss, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Bid under this section, the Township of Huron-Kinloss will consider whether the litigation is likely to affect the Proponent's ability to work with the Township of Huron-Kinloss, its consultants and representatives and whether the Township of Huron-Kinloss will incur increased staffing and legal costs in the administration of the Contract if it is awarded to the Proponent.

4.6 Representation and Warranty

The Proponent represents and warrants that its Bid is compliant with the terms set out in the Bid Documents. The Proponent acknowledges that the Township is relying on this representation and warranty. In the event that the Proponents' Bid is accepted by the Township and the Bid is held by a Court of competent jurisdiction to be non-compliant with the terms set out in the Bid Documents in a proceeding commenced by another Proponent (the "Claimant"), the Proponent will indemnify the Township for any award of damages, howsoever characterized, that are payable to the Claimant as well as for the Township's actual legal expense, including all legal fees and disbursements as billed to the Township.

4.7 Additional Information

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Bid, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Bid.

4.8 Multiple Preferred Proponents

The Township of Huron-Kinloss reserves the right and discretion to divide up the Work; either by scope, geographic area, or other basis as the Township of Huron-Kinloss may decide and select one or more Preferred Proponents to enter into discussions with the Township for one or more Contracts to perform a portion or portions of the Work. If the Township of Huron-Kinloss exercises its discretion to divide up the Work, the Township will do so reasonably having regard for the RFQ and the basis of Bids. Any such alterations to the scope of the Work shall not be reduced or increased by more than fifteen percent (15%) without a change in contract prices.

4.9 Negotiation of Contract and Award

If the Township of Huron-Kinloss selects a Preferred Proponent or Preferred Proponents, then it may:

- (a) Enter into a Contract with the Preferred Proponent(s); or
- (b) Enter into discussions with the Preferred Proponent(s) to attempt to finalize the terms of the Contract(s), including financial terms, and such discussions may include:

- i. Clarification of any outstanding issues arising from the Preferred Proponent's Bid;
- ii. Negotiation of amendments to proposed work plan and/or scope of the Bid of the Preferred Proponent
- iii. Negotiation of amendments to the Preferred Proponent's price and/or scope of Work if:
 1. The Preferred Proponent's financial Bid exceeds the Township's approved budget, or
 2. The Township of Huron-Kinloss reasonably concludes the Preferred Proponent's financial Bid includes a price that is unbalanced, or
 3. A knowledgeable third party would judge that the Preferred Proponent's price materially exceeds a fair market price for Work similar to the Work offered by the Preferred Proponent as described in the Preferred Proponent's Bid; or
- iv. If at any time the Township of Huron-Kinloss reasonably forms the opinion that a mutually acceptable agreement is not likely reached within a reasonable time, give the Preferred Proponent(s) written notice to terminate discussions, in which event the Township may then either open discussions with another Proponent or terminate this RFQ and retain or obtain the Work in some other manner.

The Preferred Proponent shall execute the Contract and deliver the executed original to the Township within ten (10) business days of receipt from the Township. The Proponent agrees that the Township shall not be deemed to be the employer of the Proponent nor any of its personnel under any circumstances whatsoever.

5. Selected Proponent Standard Terms and Conditions of Contract

The Performance Standard Terms and Conditions form a part of each Bid and shall apply to the Selected Proponent's contract for the award. The Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive request for Bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions in this section of the Request for Bid will govern.

6. Insurance

The Selected proponent shall submit the required insurance certificate within seven (7) days of notification for the award.

a) Liability Insurance

Without restricting the generality of the Indemnification provisions, the Work Provider shall, during the term of this Agreement, provide, maintain and pay for:

- (a) Commercial General Liability Insurance with limits of 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 be in the name of the Work Provider and shall name the Township of Huron-Kinloss as an additional insured thereunder.

The Commercial General Liability insurance shall include coverage for:

- premised and operations liability
- products or completed operations liability
- blanket Agreement liability
- cross liability
- severability of interest clause
- contingent employers liability
- personal injury liability
- owner's and Work provider's protective coverage
- liability with respect to non-owned licensed motor vehicles

- (b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property; and

- (1) The Contractor shall provide the Township with proof, in a form satisfactory to the Township, of the insurance required under this section prior to the commencement of work.
- (2) If the Township requests to have the amount of coverage increased or to obtain other special insurance for the Work, then the Contractor shall endeavor forthwith to obtain such increased or special insurance at the Township's expense.
- (3) All the above insurance policies shall contain an endorsement to provide all Named Insureds and Additional Insureds with thirty (30) days prior written notice of cancellation in whole or in part.

b) Workplace Safety and Insurance

The Proponent certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of a Clearance Certificate from the Workplace Safety and Insurance Board must be submitted by the Proponent upon notification of the award of the contract and prior to commencing work.

6.2 Termination of Contract

Subject to the provisions below, the Contract may be terminated by the Township of Huron-Kinloss upon thirty (30) days advance written notice to the Contractor. If any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the Township until said work or Work are completed and accepted.

- (a) Termination for Convenience – The Township of Huron-Kinloss may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) Termination for Cause – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
- (c) Termination Due to Unavailability of Funds in Succeeding Fiscal Years – If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract, in a subsequent fiscal year, then the Contract shall be cancelled and, to extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of supplies or Work delivered under the Contract.

6.3 Billing and Invoices

All payments will be made within 30 days from receipt of an approved invoice. Where there is a question of non-performance involved, payment in whole or in part against which charge back any adjustments required, will be withheld.

The Township of Huron-Kinloss has implemented electronic payments for our Vendors. Payment schedules may be negotiated with the contractor. The preferred method of payment will be Electronic Transfer (EFT) directly into the Vendor's bank account. The successful Proponent shall be provided with an EFT Form after notification of contract award.

7. General Conditions

7.1 No Township Obligation

This RFQ does not commit the Township of Huron-Kinloss in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any Contract, and the Township of Huron-Kinloss reserves the right to at any time reject all Bids, and to terminate this RFQ process.

7.2 Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Bids, and for any meetings, negotiations or discussions with the Township of Huron-Kinloss or its representatives and consultants, relating to or arising from this RFQ. The Township of Huron-

Kinloss and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Bid, or participating in negotiations for a Contract, or other activity related to or arising out of this RFQ.

7.3 No Contract

By submitting a Bid and participating in the process as outlined in this RFQ, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFQ, prior to the signing of a formal written Contract.

7.4 Conflict of Interest

A Proponent shall disclose in its Bid any actual or potential conflicts of interest and existing business relationships it may have with the Township of Huron-Kinloss, its elected or appointed officials or employees. The Township of Huron-Kinloss may rely on such disclosure.

7.5 Solicitation of Council Members, Township Staff and Township Consultants

Proponents and their agents will not contact any member of the Huron-Kinloss Council, Township of Huron-Kinloss staff or Township of Huron-Kinloss consultants with respect to this RFQ, other than the Township Representative names in section 2.6, at any time prior to the award of a contract or cancellation of this RFQ.

7.6 Confidentiality

All submissions become the property of the Township of Huron-Kinloss and will not be returned to the Proponent. All submissions will be held in confidence by the Township unless otherwise required by law. Proponents should be aware that the Township of Huron-Kinloss is a "public body" defined by and subject to the Freedom of Information and Protection of Privacy Act of Ontario.

7.7 Occupational Health and Safety

The Proponent has read and agrees to comply with the Township of Huron-Kinloss' Corporate Statement regarding Occupational Health and Safety while conducting any meetings, inspections, etc. required to administer this Bid or a resulting policy.

7.8 Legal Conditions

The Proponent certifies that:

- a) All vehicles and equipment that will be used to carry out the Work shall be parked or stored at a property which is lawfully zoned for such purposes, failing which this Contract may be terminated by the Township without cost or penalty to the Township. The

Contractor shall provide such information in this regard as required by the Township to evidence such compliance.

- b) They have no outstanding taxes, levies, fees, charges or fines which are payable, either directly or indirectly, to the County of Bruce or to the Township of Huron-Kinloss, and if the Township of Huron-Kinloss is or becomes aware of any such outstanding taxes, levies, fees, charges or fines, then those amounts may be set-off against any monies payable to the contractor under this contract
- c) They will comply, and are presently in compliance, with all relevant federal, provincial and municipal laws and that they will also comply, and are presently in compliance, with any orders of a Court of competent jurisdiction, including Ontario's Superior Court of Justice, the Ontario Court of Justice and the Provincial Offences Court, failing which this Contract may be terminated by the Township without cost or penalty to the Township. The Contractor shall provide such information in this regard as required by the Township to evidence such compliance.

7.9 Supply and Maintenance of Equipment

The Contractor is responsible for all fuel, oil, parts, repairs, and general maintenance on the equipment supplied by the Contractor. All repairs to the equipment are to be carried out as soon as possible by the Contractor.

The Contractor must have a valid Commercial Vehicle Operator's Registration (CVOR) for the duration of the contract. A copy of the CVOR and ownership must be submitted to the Township immediately upon request. No farm-plated vehicles are to be used in relation to this RFQ. Truck inspections, certifications, pollution standards, etc. in accordance with recent Ministry of Transportation requirements will be required and will be considered as a non-payable component of this RFQ.

The Contractor must have a functioning two-way FM radio in all vehicles that are to be used to carry out the Work. The Township will make arrangements to ensure radio communication can be established between Township vehicles and Contractor vehicles.

The Contractor must allow the Township to supply and install hardwired GPS tracking devices in all vehicles engaged by the Contractor for the completion of the Work. This will be at the expense of the Township. The subscription service for these devices will begin on November 1st and expire on April 30th at which point the device can be removed by the Township. If the Contractor is contracted to use a vehicle for multiple years, the Township would prefer to leave the GPS device in the vehicle during the off season, however, tracking will not be possible because the subscription will be suspended effective May 1st.

7.10 Loading of Motor Vehicles

Where a vehicle is hauling material for use in the Contract, in whole or in part upon a public highway and where motor vehicle registration is required for such vehicle, the Contractor shall not cause or permit such vehicle to be loaded beyond the legal limit as specified in the Highway

Traffic Act, whether such vehicle is registered in the name of the Contractor or otherwise. The Contractor shall obey half load restrictions while travelling on Township roads from the period of March 1st – April 30th inclusive, unless a written exemption is granted by the Director of Public Works.

7.11 Damage of Vehicles and Other Equipment

If at any time, in the opinion of the Township Representative, damage is being done or is likely to be done to any highway or in any improvement thereon, other than such portions as are part of the work, by the Contractor's vehicles or other equipment whether licensed or unlicensed, the Contractor shall, on the direction of the Township Representative and at the Contractor's own expense make changes in, or substitutions for such vehicles or other equipment, or shall alter loadings or shall in some other manner remove the cause of such damage to the satisfaction of the Township.

Public Works.

7.12 Supply of Materials

The Township shall supply all winter sand mixed with salt to all Contractors that will be required to apply this material. This material must be stored at facilities owned by the Township unless the Contractor can demonstrate that there is an acceptable storage facility on their property. An acceptable storage facility must be fully enclosed and have an impervious surface.

The Contractor shall be responsible for retrieving all mixed winter sand from the Township stockpile located at 2365 Bruce Road 6 in Holyrood. The Township will not deliver any material to the Contractor.

7.13 Hours of Work

The Contractor shall be available to perform the Work from Nov. 1st through April 30th for each winter season of service. In general, snow removal operations must begin no later than 4:00am local time and all Class 4 and 5 roads must be cleared by no later than 8:00am local time unless approval is granted by the Township Representative or is stated otherwise in this RFQ. The Township reserves the right to adjust these hours throughout the duration of the Contract in order to ensure compliance with the MMS and maintain a consistent level of service throughout the Township.

Winter patrolling will be undertaken by Township staff in accordance with the MMS. Although Township patrol personnel will be responsible for contacting Contractors to confirm deployment of snow removal equipment, Contractors will be expected to monitor both current and upcoming weather conditions to be prepared to respond promptly.

7.14 Completion

This contract will expire on April 30, 2025 unless the Township accepts the Proponent's bid for the 2025-2026 seasons, in which case the contract will expire on April 30, 2026.

Schedule A - Work

Objective

The scope of this RFQ is to secure a Contractor to complete winter road maintenance activities in the southern area of the former Kinloss Township. The route (known as Route 13) is noted in red on Schedule C.

Timeline

The deadline for RFQ submissions is Aug. 22, 2024. It is expected the successful Proponent will be awarded the Contract on Sept. 16, 2024.

Confidentiality

The successful Proponent must demonstrate experience and controls in place to deal with confidential information. The successful Proponent will potentially have access to sensitive data and must demonstrate how confidentiality will be maintained.

ITEMS TO BE ADDRESSED IN THE BID

Equipment Details

The Proponent is required to submit a listing the following information:

1. The year, make, model of all vehicles that will be used to complete the Work.
2. Detailed vehicles specifications (font axle rating, gross and net horsepower, number of axles, etc.)
3. Detailed plow equipment specifications (plow width and height, location of and colour of lights on box and plow frame, box capacity, location of plow controls etc.)
4. Detailed sander specifications (if applicable) (sand spreader location and type of controls).

Contractor Facility Details

The Proponent is to submit a listing the following information:

1. The location the vehicles will be stored for the duration of the Work.
2. Any material storage areas that could be used to store winter sand mixed with salt on the Contractor's property. All material storage areas must be covered with an impervious surface.

Contractor Staff Details

The Proponent is required to submit a Bid listing the following information:

1. Name of all staff responsible for completing the Work including class of licence, experience, qualifications, and winter maintenance training. This shall include any staff that are expected to be engaged in the Work on a part-time or relief capacity.

Costs

The Contractor shall include the following in the Bid:

- The hourly rate for each vehicle to be engaged in the Work including the operator.
- The daily standby rate that will be charged from Nov. 1st through April 30th in the 2024-2025 winter season (subsequent years are optional).

Schedule B – Form of Bid

(Return all of Schedule B with the Bid Package Submission)

Contact Information of the Proponent

Legal Name of the Proponent or Individual

Mailing & Courier Delivery Address with Postal Code

Telephone Number

Fax Number

H.S.T. Number

For Any Questions Regarding the Bid, Name the Contact Person and Their Title

Contact's email address

	+	=
Bid Price Before tax	HST	Total Bid Price Including HST

Authorized Signature

Name (Please print)

Subcontractors

No portion of the work under this award may be subcontracted unless listed below or written authorization is obtained from the Director of Public Works. The Contractor is fully responsible for acts and omission of the subcontractor(s) and/or persons directly or indirectly engaged by the Contractor in the respect to this work. Subcontractors will be required to abide by all requirements of this contract.

The following is a list of Sub-Contractors or Sub-Trades intended to be used in the execution of the contract showing the approximate portion of the work to be allotted to each.

Item	Name and Address	Percent of Contract
1.		
2.		
3.		
4.		
5.		
6.		

No subcontracted work is intended in order to meet the terms of this contract

Bidder's Senior Staff

The Proponent shall list senior supervisory staff with a summary of all the experience of each if they have not performed work for the Township within the last three years.

Name	Job Title	Qualifications and Experience

Vehicle Description	2024-2025 Hourly Rate (not incl. HST)	Daily Standby Rate from Nov. 1, 2024 to April 30, 2025 (not. Incl. HST)	2025-2026 Hourly Rate (Optional) (not incl. HST)	Daily Standby Rate from Nov. 1, 2025 to April 30, 2026 (Optional) (not. Incl. HST)

Route Specific Vehicle Requirements

1. The Contractor must have a vehicle equipped with sand spreading equipment that can apply mixed winter sand on all roads on this route.
2. Further to *Item 7.13 – Hours of Work*, the Contractor must have sufficient resources to plow all roads included in Route 13 in no more than a three-hour duration. The route is shown in red on the map included in Schedule C.

Vehicle Description	Detailed Specifications

Name of Staff Member	Vehicle to be Operated	Class of Licence	Qualifications and Experience

Authorized Signature

Name (Please print)

Schedule C – Plow Route Map



Township of Huron-Kinloss Winter Maintenance Schedule C - Overall Plow Routes View

- Route 1 West Ripley & South Huron —
- Route 2 East Ripley & Mid Huron —
- Route 3 North Huron & Arena —
- Route 4 Ripley Sidewalks - see Schedule H
- Route 5 North Kinloss —
- Route 6 Mid Kinloss —
- Route 7 Lucknow Streets —
- Route 8 Lucknow Sidewalks-see Schedule L
- Route 9 Lake Range Dr —
- Route 10 Lakeshore South
- Route 11 Lakeshore 1 Tonne - see Schedule P&Q
- Route 12 Lakeshore North
- Route 13 South Kinloss (contracted) —

