

**THE CORPORATION OF THE TOWNSHIP OF LIMERICK  
REQUEST FOR QUOTATION 2017-04  
SUPPLY OF GRANULAR “A”**

The Corporation of the Township of Limerick is seeking quotations from qualified companies for the supply of quarried granular “A” material. Consideration will be given to quarries that are within close proximity to the Township of Limerick Municipal Office located at 89 Limerick Lake road Gilmour, ON.

**Sealed Request for Quotation’s** will be received for the above, at the Township of Limerick Municipal Office until 11:00hrs local time on Tuesday May 17<sup>th</sup>, 2017. Sealed Request for Quotation bids must be on prescribed forms and will be received by the undersigned at the address below.

Bid packages are available at the Township of Limerick Municipal Office.

Contract award is subject to the Corporation of the Township of Limerick approval. The lowest or any Request for Quotation will not necessarily be accepted.

**The Corporation of the Township of Limerick  
Jason Post   CRS  
Public Works and Infrastructure Manager  
89 Limerick Lake Road  
Gilmour, ON  
K0L 1W0  
613-474-0060**

## INFORMATION TO BIDDERS

### 1. GENERAL

Sealed quotations will be received until Tuesday May 17<sup>th</sup>, 2017 at **11:00 hrs.** clearly marked with the following:

**Granular "A"**  
**Request for Quotation 2017-04**  
**The Corporation of the Township of Limerick**  
**Attention: Jason Post CRS**  
**89 Limerick Lake Road**  
**Gilmour, ON**  
**K0L 1W0**

The envelope is to include the bidder company name, corporate number and return mailing address.

The bid must be submitted on the Request for Quotation form(s) as provided by the Corporation of the Township of Limerick. No changes shall be made to bids after they have been received. If more than one (1) Request for Quotation form is submitted by a bidder, the only one considered and opened will be the envelope with the most recent time/date of receipt. Electronically transmitted Request for Quotation (such as fax or email) will not be considered.

### 2. REQUEST FOR QUOTATION REQUIREMENTS

The following **must** be completed and submitted with your bid.

- Request for Quotation Form Q-1
- Statement by Bidder
- Addendums (if any)

Request for Quotation's that do not comply strictly with our terms and conditions or Request for Quotation's which are incomplete, obscure or made subject to further conditions or qualified may be rejected as informal or disqualified by the Corporation of the Township of Limerick.

A Request for Quotation may be withdrawn any time prior to closing.

The Township does not bind itself to accept the lowest or any Request for Quotation. Bids must be legible and completed in ink or typewritten with all blanks filled in.

### **3. BRIBERY OR CORRUPT PRACTICE**

Should the contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Township Council, officers or servants of the Township, the Corporation of the Township of Limerick shall be at liberty to cancel the contract forthwith or take the whole or any part of the works out of the hands of the contractor under the same provisions as those specified.

### **4. SUMMARY OF REQUIREMENT**

The material will be available for pick-up by the Municipality.

### **5. QUOTATION EVALUATION AND SELECTION PROCESS**

All proposals will be initially evaluated by staff to assess the quality of the Granular “A” material.

Throughout the evaluation process, Limerick Township at its sole discretion, may request additional written clarification and/or supplemental information from selected respondents as part of the initial evaluation process.

## **SPECIFICATIONS**

1. Supply of Granular “A” material with minimal interruptions for items such as blasting, rock crushing, excavation etc.
2. The bidder shall provide Limerick Township with hours of operations at the Granular “A” site.
3. The Granular “A” material shall meet standards specified in O.P.S.S. MUNI 1010.
4. The Bidder shall only bid one unit of measurement on the Request for Quotation Form Q-1.

**REQUEST FOR QUOTATION FORM Q-1**

Having read and understood the Request for Quotation 2017-04 for the supply of quarried Granular “A” material. I/we the undersigned hereby offer to supply the material at the location specified and have completed form Q-1 and the Statement by Bidder form.

LOCATION	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	Supply Granular “A” to be picked up by the Township	YARDS	Min – 2,500 Max – 5,000	\$ _____	\$ _____
	Supply Granular “A” to be picked up by the Township	TONNES	Min – 3,200 Max – 6,600	\$ _____	\$ _____
			Subtotal	\$ _____	\$ _____
			Applicable Taxes	\$ _____	\$ _____
			Total	\$ _____	\$ _____

**WSIB ACCOUNT #** \_\_\_\_\_

**STATEMENT BY BIDDER**

BID DOCUMENT NAME: \_\_\_\_\_

BID DOCUMENT NUMBER (IF APPLICABLE): \_\_\_\_\_

1. I/We have reviewed all terms and conditions of all forms included as part of this bid package.
2. I/We have read and understand all of the terms and conditions of the forms included as part of this bid package.
3. I/We understand that if our bid is successful, all requirements of the successful bidder as outlined in this bid document will be completed by the time and in the format required.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_

\_\_\_\_\_

Position

(Seal-if Applicable)

## **PURCHASING PROCEDURES FOR BIDDERS**

The following are the general purchasing procedures for The Corporation of the Township of Limerick that are to be included as an attachment to all formal bid documents. All bidders must adhere to the following procedures.

1. The following procedures shall be followed explicitly. Changes to any of these procedures shall be done only in writing by the Manager responsible for such bid document, to be given to all persons bidding. Copies of these procedures shall be given to every person intending to submit pricing for goods or services and a statement shall be signed and submitted with every bid submission that these procedures have been read and understood by the bidder.
2. All bid submissions must be properly signed and sealed or witnessed and placed in an envelope with the Submission Label affixed or the following information clearly labeled, bid document number, opening date, company name and address and submitted to the Manager responsible at the location detailed in the bid document, before the date and time specified in the bid document.
3. All submitted bids shall have the date and time of receipt noted on the face of the envelope.
4. Bids received later than the time specified will not be accepted, regardless of any postal seal date and such bids will not be opened but will be retained the Township as part of the Request for Quotation file in accordance with the retention bylaw.
5. The entire bid shall be submitted in one envelope, with the Submission Label attached or the following information clearly labeled, bid document number, opening date, company name and address and shall contain the entire bid documents required at time of closing as stated in the bid document. The Submission Label or required information must be completed in full by the bidder. Envelopes will not be supplied.
6. All bids will be opened at a time announced by the Manager responsible as soon after the closing as is practical. Such bid opening shall be open to the public and the Manager responsible and one additional witness shall attend. The names of the Manager and witness shall be recorded.
7. Upon opening, if the envelope does not contain the appropriate documentation as required, the bid will be declared as informal. The Manager and witness will review the bid immediately after bid closing. If it is confirmed that the bid does not comply with the requirements at time of closing, the bid will be rejected. Written confirmation of the bids rejected will be forwarded to the bidder by the Manager responsible.
8. When the Manager /designate checking bid submission compliance is satisfied that the bid submission contains the proper forms and information, the total price bid will be quoted publicly. All bid compliancy will again be reviewed by the using department.
9. No announcement concerning the successful bid will be made at the opening. A complete report and analysis shall be prepared by the appropriate Manager or Consultant as the case may be, to be submitted to Council for a decision, where applicable.

10. Bidders shall carefully examine and study all of the bid documentation, drawings, specifications, site of the work (if applicable) etc., in order to satisfy themselves by examination as to all conditions affecting the contract as the detailed requirements to fulfill the contract.
11. The Corporation of the Township of Limerick reserves the right to reject any or all bids for any reason whatsoever and to accept any bid considered best for its interest.
12. Any bidder will be permitted to withdraw his/her unopened bid submission after it has been deposited with the Manager, provided such request for withdrawal is received in writing prior to the time appointed by the Manager for the opening of such bids.
13. More than one bid submission from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between bidders will be sufficient cause for rejection of all bids so affected.
14. The bidder may submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion. The Corporation shall be the sole judge of such matters.
15. Bids which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. The bidder may, however, submit alternative prices on any item for consideration. The Corporation reserves the right to waive informalities at its discretion.
16. Bids containing prices that are unbalanced and are likely to affect adversely the interest of the Corporation, may be rejected. The Corporation shall be the sole judge of such matters.
17. Should a bidder find discrepancies in, or omissions from the bid documents, or should he/she be in doubt as to meaning, he/she shall clarify them with the appropriate Manager or Consultant as the case may be, who may send an addendum to all bidders. No oral explanation or interpretation.
18. All bids must be on the form supplied by the Township and be signed and sealed by the bidder. A bid submitted by a Corporation shall bear the Corporation Seal and the signature of a duly authorized officer or officers who may be required to present evidence of his/her or their authority to sign. Where a bid is a joint venture shall comply individually with this direction.
19. Where sub-trades are to be used, a complete list showing sub-trade name, owners, phone numbers and addresses shall accompany the bid submission. The amount of indebtedness to the sub-trade for works to be performed shall be clearly shown on the list. Sub-trades may be changed by the main contractor but only on written approval by the appropriate Manager or the Consultant of the Township.
20. The Contractor shall insert the firm's WSIB account number in the space provided on the Bid Form (as applicable). This number is required in order to verify the firm's standing with the Board at the time of the recommendation to award this contract.

21. Any contingency allowance to be included shall be stated by the Township and no bidder shall include any contingency allowance in any bid.
22. The estimate of quantities as shown in the bid document 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 Corporation.
23. Whenever in a bid submission the amount bid for an item does not agree with the extension of the estimated quantity and the bid unit price, the unit price shall govern and the amount of the total bid price shall be corrected accordingly.
24. The unit price or lump sum price for all items in the Schedule of Quantities and Unit Prices shall be deemed to be full compensation for all the works including all necessary labour, equipment and materials specified in the Special Provisions, standard specifications and supplemental specifications.
25. The appropriate Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid.
26. When bid deposits are a requirement of the bid document, they must be submitted in full compliance of the bid and in adherence with the following:
  - 26.1 It is noted that the bid deposit cheque, money order, Canadian currency, letter of credit or bid bond is a guarantee that the contractor or supplier will execute a contract agreement with the Township for the delivery of the services, material or equipment provided for in the applicable bid document. In the event that a bidder or contractor fails to execute a contract agreement or supply the requested documentation with the Township when requested to do so, the bidder shall be deemed to be in default and the Township will have full unencumbered right to cash any bid deposit cheque, money order or act upon a bid bond or letter of credit in its possession relating to the specific bid document for default of the bidder and the Township has full, unfettered rights to use the funds in its sole discretion and any bidder who has defaulted as herein shall have no claim whatsoever against the Township for such action taken by the Township.
  - 26.2 All cheques, bonds, letters of credit or money orders shall be payable to The Corporation of the Township of Limerick. The Corporation of the Township of Limerick, within ten (10) days after the close of the bids shall return all bid deposits except the lowest bid and the next lowest bid unless some anomalies are found in the analysis of the two lowest bids in which case the third lowest bid deposit will be retained. The bid deposits retained by the Township shall be released after execution of the contract agreement and submission to the Corporation of all documents required for the contract. If the bidder refuses or neglects to execute the contract agreement or to submit the required documents as specified by the Township in its bid documents within three weeks after the date of contract award, the Corporation at its sole discretion, may cash the deposit and such deposit shall be subject to forfeiture.
  - 26.3 Bidders shall note that no interest will be paid on any bid deposit.



- 26.4 Agreement to Bond shall be in a form established by The Corporation of the Township of Limerick if a format is provided in the bid document. If not, the format provided by the bonding company is sufficient.
27. After notification of award, the successful bidder will be responsible for adhering to the following as applicable to the bid document requirements.
- 27.1 The successful bidder shall be bound to execute the contract agreement and to file satisfactory bonds, insurance policies and WSIB clearance letter, as required herein, with the Corporation within three weeks of the date of contract award and shall be maintained until contract completion.
- 27.2 Failure to execute the contract or to file satisfactory bond, insurance policies and WSIB clearance letter as required by the bid document within the specified time period shall be just cause for the cancellation of the contract award and the forfeiture of the bid deposit to the Corporation, not as penalty, but in liquidation of damages sustained. The Corporation shall then have the right to award the contract to any other bidder or to reissue the bid document.
- 27.3 Upon award of the contract, and where required the Contractor must furnish to the Corporation, at his/her cost, a Performance Bond in the amount specified in the bid documents. Such bond must be satisfactory to the Corporation.
- 27.4 The Performance Bond shall unconditionally guarantee that the work will be satisfactorily completed or materials supplied or both within the terms of the contract up to the face value of the bond. In other words, the bonding company will be liable whenever the Contractor is liable. Without limiting the generality of the foregoing, such bond shall cover extensions to the contract, modifications thereof, and twelve month maintenance guarantee. The bonding company shall NOT replace a prime Contractor or Sub-Contractor without prior approval of the appropriate Manager or Consultant of the Township.
- 27.5 Upon award of the contract, the Contractor must furnish to the Corporation, at his/her cost, a CERTIFIED copy of a liability insurance policy as detailed in the bid document. All minimum coverage is detailed below:
- \$2 million – general liability and automobile liability policies
  - \$2 million – homeowners (e.g. for rental of facilities)
  - \$5 million – general liability and automobile liability policies – for contract work done for most Public Works and Environmental Services Department projects
  - \$2 million – professional errors and omissions liability
  - Builder’s Risk – the amount of the project cost

**Such policy shall contain:**

- 27.5.1 A “Gross Liability” clause or endorsement;
- 27.5.2 An endorsement certifying that The Corporation of the Township of Limerick and (insert bidder) is included as an additional named insured;
- 27.5.3 An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without thirty days prior written notice to the Corporation.
- 27.6 The Contractor’s Liability Insurance Policy shall not contain any exclusions of liability for damage, etc. to property, building or land arising from:
  - 27.6.1 The removal or weakening of support of any property, building or land whether such support is natural or otherwise;
  - 27.6.2 The use of explosives for blasting;
  - 27.6.3 The vibration from pile driving or caisson work, provided that the minimum coverage for any such loss or damage shall be \$5,000,000.00
- 27.7 The Liability Insurance Policy and/or endorsements shall be satisfactory to the Corporation.
- 27.8 If required upon award of contract, the Contractor shall maintain and pay for a Builder’s All Risk Policy satisfactory to the Corporation in the joint names of the Corporation and the Contractor, in the amount of 100 percent of the total value of the contract. All monies paid under such insurance shall be received by the Corporation, which shall pay as much of it as may be required for the purpose of replacing, rebuilding, or repairing the work and all such material which has been damaged, or destroyed according to the appropriate Manager or Consultants certificate and the balance, if any, shall be paid to the Contractor on completion. Such replacing, rebuilding, repairing and completion shall be carried out in every way subject to the terms and conditions of the contract. The Builder’s All Risks Policy shall remain in the custody of the Corporation and shall be kept in force by the Contractor until the work has been completed and accepted in writing by the appropriate Manager of the Township.
- 27.9 The appropriate Manager will notify the successful bidder of the contract award within two to five business days after the Council meeting that considers the bid. The successful bidder must submit the necessary performance bond and certified copies of insurance policies in accordance with the contract requirements prior to any construction on site. No work is to commence until the required documentation is received and approved by the Township.
- 27.10 The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Worker’s Compensation Act and Occupational Health and Safety Act as applicable to the scope of work.
- 27.11 The successful bidder shall deal with claims of any nature immediately including insurance claims, complaints from sub trades, etc. If a claim is settled to the satisfaction of the claimant, the successful bidder shall submit to the appropriate Manager, a copy of the claimant’s release.

- 27.12 The Contractor, by executing the contract, unequivocally acknowledges that he/she is the constructor within the meaning of the Occupational Health and Safety Act and amendments thereto.
- 27.13 Payments to the Contractor, holdbacks and their release, and certificate of substantial performance and completion under this contract shall be in full compliance with the provisions of The Construction Lien Act, R.S.O. 1990.
- 27.14 In his/her bid price, the Contractor shall be deemed to have made due allowance for the publication of a copy of the certificate of substantial performance of the contract in the Daily Commercial News within seven days of receipt of the said certificate, in order to facilitate the hold back release under the substantial performance certificate.
- 27.15 Successful bidders shall be responsible for all permits.
- 27.16 All correspondence including invoicing, related to the above contract will make reference to the contract number.
- 27.17 The contract must be completed by the time specified in the bid submission or as agreed upon in the contract.