



# **MUNICIPALITY OF NORTHERN BRUCE PENINSULA**

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RFQ No. 2017-01  
REQUEST FOR QUOTATIONS  
FOR THE SUPPLY, LOADING AND HAULING OF  
3" – 4" CRUSHED MATERIAL TO MILLER LAKE ROAD

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**CONTACT:**

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OR

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**CLOSING DATE: August 31, 2017 at 12:00 p.m.**

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3” – 4” Crushed Material

**TABLE OF CONTENTS**

|   |    |
|---|----|
| 1. Introduction .....                     | 3  |
| 2. Information for Participants .....     | 4  |
| 3. Schedule of Unit Prices .....          | 8  |
| 4. Accessibility Regulations .....        | 9  |
| 5. Third Party Commitment Agreement ..... | 10 |

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3” – 4” Crushed Material

**INTRODUCTION**

The Municipality of Northern Bruce Peninsula will receive sealed Quotations for the supply, loading and hauling of 3” – 4” crushed material to Miller Lake Road, clearly marked “**RFQ # 2017-01 SUPPLY, LOAD AND HAUL MATERIAL**”, until Thursday, August 31, 2017 at 12:00 noon, at the following address:

Municipality of Northern Bruce Peninsula  
56 Lindsay Road 5, R.R. # 2  
Lion’s Head, Ontario  
NOH 1W0

It is the exclusive responsibility of the participant to ensure that the sealed envelope containing the Quotation reaches the above address before the date and time indicated above. If being delivered by hand, the bids must be delivered at the above address during the working hours of the Municipal Office from 8:30 a.m. to 4:30 p.m., Monday through Friday. Bids received after the above mentioned closing date and time will be rejected.

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3" – 4" Crushed Material

**INFORMATION FOR PARTICIPANTS**

A-1 SCOPE OF WORK

1. Supply, load and haul 3" – 4" crushed material to Miller Lake Road.
2. The Contractor must comply with the Occupational Health and Safety Act and Regulations, and will be responsible for the compliance therewith of any of his drivers or employees while working on this Contract.
3. The Contractor shall abide by all Acts, By-Laws and Regulations relative to the performance of the work, including performing the duties as a Constructor as defined in the Occupational Health and Safety Act.
4. The Municipality reserves the right to perform weight verification over scales at the Municipal Waste Disposal Sites. No additional compensation will be paid for time costs due to weighing of loads. Other method(s) of weight verification of material will be considered.

A-2 COMPLETION

1. The Contractor will commence work within one (1) week of notice to proceed. Failure to proceed will result in forfeiting the security deposit, and it being applied to the project cost.
2. Construction of the Miller Lake Road is expected to commence on Monday, September 11, 2017 with final surfacing of the road during the end of September.

A-3 GOODS AND SERVICES TAX

1. The unit Quote price shall include all Government custom duties and excise Taxes (Aggregate, etc.) applicable at the time of the execution of the Contract.
2. **The unit prices shall not include HST.**
3. Prior to execution of the Contract, the Contractor shall provide its HST Registration Number to the Owner.

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3” – 4” Crushed Material

A-4 RIGHT TO ACCEPT OR REJECT BID/SUB-CONTRACTORS

1. The Owner reserves the right to reject any or all quotes or to accept any bid should it be deemed in the interest of the Owner to do so. In particular, if only one (1) bid is received, the Owner reserves the right to reject it.
2. In particular, the Owner reserves the right to reject a quote from any person or corporation with whom the Owner is in litigation.
3. By submitting a Quote, the Applicant acknowledges that it shall have no claim against, or entitlement to damage from, the Owner by reason of the Owner's rejection of its bid or all bids.
4. The Contractor shall provide proof that a review has been conducted of the Municipality of Northern Bruce Peninsula's Third Party Health, Safety and Environmental Manual, and that Contractor and all of his/her employees has completed the Accessibility Standard for Contracted Services.

A-5 ABILITY AND EXPERIENCE OF TENDERER

1. The Owner does not intend to award the Contract to any participant who does not furnish satisfactory evidence that the participant has the ability and experience required in this class of work and that the participant has sufficient capital and plant to execute the Work successfully and to complete it in the time required by the Contract. All appropriate forms must be completed; otherwise the quote may, but shall not necessarily, be rejected as informal.

A-6 BID DEPOSIT AND BONDING REQUIREMENTS

1. Every bid must be accompanied by a deposit in the form of a Certified Cheque made payable to the Owner, in the amount of \$2,000.00. The deposit of the successful applicant will be retained as performance security until the final acceptance of the Work.

A-7 INSURANCE

1. Prior to the execution of the Contract, the successful applicant shall provide to the Owner a Certificate of Insurance or a certified copy of its Insurance Policy

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3" – 4" Crushed Material

in the amount of \$2,000,000.00 and keep in place to the end of the warranty period specified under Section A-12 Warranty.

A-8 WORKPLACE SAFETY AND INSURANCE BOARD

1. Prior to the execution of the Contract Documents, the successful applicant shall provide to the Owner a letter from the Workplace Safety and Insurance Board stating that all assessments have been paid and that the Contractor is in good standing with the Workplace Safety and Insurance Board.

A-9 CONFLICTS AND OMISSIONS

1. The Contractor shall do all work and furnish the materials in accordance with the best practice, and in the event of any inconsistency or conflict in the provisions of the Plans and Specifications, such provisions shall take precedence and govern in the following order:

Neither party to the Contract shall take advantage of any apparent error or omission in the Plans or Specifications, but the Municipality shall be permitted to make such corrections and interpretations as may be necessary for fulfillment of intent of the Plans and Specifications. Any work or material not herein specified but which may be fairly implied as included in this Contract, of which the Municipality shall be the judge, shall be done or furnished by the Contractor as if such work or material had been supplied.

A-10 BASIS OF REJECTION OF QUOTATION

1. The bidder shall keep its Quote open for acceptance for thirty (30) days after its submission, unless its Quote has been withdrawn in accordance with A-11 (4) below.

Bids may be rejected for any of the following reasons:

- a) Received after the closing date
- b) Received on other than the forms supplied
- c) Not completed in ink or by typewriter
- d) Not properly signed and sealed

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3” – 4” Crushed Material

A-11 DELIVERY AND OPENING OF BIDS

1. Sealed Quotes for the supply, load and haul of 3” – 4” crushed material to Miller Lake Road will be received up to 12:00 noon, local time, on August 31, 2017 at the following address:

Municipality of Northern Bruce Peninsula  
56 Lindsay Road 5, R.R. # 2  
Lion’s Head, Ontario  
NOH 1W0

2. Quote envelopes shall be plainly marked with “RFQ # 2017-01 SUPPLY, LOAD AND HAUL MATERIAL”.
3. Bids shall be submitted on the supplied separate forms. The forms shall be completed in every respect, with all blanks filled in by typewriter or legibly printed in ink. Bids must be properly signed and sealed if the participant is a corporation; otherwise, the Bid may, but shall not necessarily, be declared “informal” and rejected.
4. Bids may be withdrawn by written notice filed at any time prior to the opening of the first Quotation.
5. Bids will not be accepted if submitted by facsimile transmission (fax).

A-13 INDEMNIFICATION

1. The Contractor shall indemnify the Municipality, its officers, employees and agents from all claims, demands, actions or other proceedings initiated by or arising out of or attributable to anything done or omitted to be done by the Contractor, its officers, employees or agents in connection with the services performed or required to be performed under this Contract.

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3" – 4" Crushed Material

**SCHEDULE OF UNIT PRICES**

| <b>Item</b> | <b>Location</b>  | <b>Item</b>                            | <b>Unit</b> | <b>Approx. Quantity</b> | <b>2013 Price/Unit</b> |
|-------------|------------------|--|-------------|-------------------------|------------------------|
| 1           | Miller Lake Road | Supply, load and haul 3" – 4" material | Tonnes      | 2,250                   | \$ /tonne              |



Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3” – 4” Crushed Material

**ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES**

In accordance with Ontario Regulation 191/11, Integrated Accessibility Standards, contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Corporation of the Municipality of Northern Bruce Peninsula must meet requirements of this Regulation with regards to training.

Training for aforementioned regulations can be accessed online at the following website addresses:

Integrated Accessibility Standard – <http://www.accessforward.ca>

Human Rights Code – <http://www.ohrc.on.ca/en/learning/working-together-ontario-human-rights-code-and-accessibility-ontarians-disabilities-act>

Contracted services suppliers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. The suppliers are to ensure that this information is available to the the Municipality of Northern Bruce Peninsula any time during the Term of the Contract.

I acknowledge the aforementioned accessibility regulations:

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Please return this form with your submission

Any additional information, please contact Cathy Addison, Municipal Deputy Clerk/Accessibility Coordinator – 519-793-3522 x 236 or [deputyclerk@northernbruce.ca](mailto:deputyclerk@northernbruce.ca)

Municipality of Northern Bruce Peninsula  
RFQ # 2017-01  
Supply, Loading and Hauling of 3" – 4" Crushed Material

**THIRD PARTY HEALTH, SAFETY AND ENVIRONMENT MANUAL**

*Commitment Agreement:*

This agreement and accompanying Health and Safety requirements has been prepared to assist you in completing your contracts/projects with the Municipality of Northern Bruce Peninsula.

The requirements, best practices and procedures outlined in this manual ARE NOT INTENDED TO REPLACE, UNDERMINE OR SUPERSEDE ANY LAWS, REGULATIONS OR LIABILITY ATTACHED TO YOUR CONTRACT.

In the event of a conflict between the Laws or Regulations, you must comply with the governing law or regulation and report the conflict to the appropriate M.N.B.P. supervisor or manager.

Contracting Company: \_\_\_\_\_  
Contract Supervisor/Manager: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email Address/Website: \_\_\_\_\_

I, \_\_\_\_\_, representing the above (Contractor), fully understand and have complied with and will continue to comply with, the legal requirements, Procedures and Best Practices of the Municipality of Northern Bruce Peninsula's Third Party Agreement.

Under this agreement all employees and subcontractors retained (by the above) must also comply with the legal requirements, Procedures and Best Practices of the Municipality of Northern Bruce Peninsula's Third Party Agreement.

The Contractor (above) ensures that all parties retained to work at M.N.B.P. are competent and currently certified or qualified to perform their trades/occupations.

The Contractor (above) must carry \$2 million liability insurance to bid on any M.N.B.P. Contracts.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_