



From: Preston Parkinson  
Director of Public Works and Infrastructure  
Municipality of Brighton  
67 Sharp Road  
Brighton, Ontario, K0K 1H0

## REQUEST FOR TENDER

### TENDER PW 2019-04

### STORM SEWER MANHOLE and CATCH BASIN CLEANING

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The Corporation of the Municipality of Brighton is seeking a qualified CONTRACTOR to remove the accumulation of sediment and debris from all the storm sewer catch basins and manholes located throughout the Municipality of Brighton for 2019 with an option in favour of the Municipality of Brighton to extend the Contract on the same terms and conditions for three additional one (1) year terms. All sediment and debris shall be transported to a specified approved dump location in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a CONTRACT as a result of the issuance of this TENDER.

Deadline for submission is **Wednesday, May 15<sup>th</sup>, 2019 at 2:00 p.m.**

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### **Bidders: Mandatory Requirements:**

Bidders who have downloaded this document from The Corporation of the Municipality of Brighton's website are required to register with Public Works and Development's Administrative Assistant, prior to submission, failure to register with the Municipality will result in your tender being rejected – no exceptions.

**In order to register, please send your contact information to the following:**

Lisa Stansel, Administrative Assistant  
Public Works and Development  
Municipality of Brighton  
67 Sharp Road, Brighton, ON, K0K 1H0  
[lisa@brighton.ca](mailto:lisa@brighton.ca)

**Please be sure to indicate which Tender your firm is registering for i.e. Tender PW 2019-04**

## DEFINITIONS AND INTERPRETATIONS

### 1) DEFINITIONS

Wherever a term set out below appears in the text of this TENDER in capital letters, the term shall have the meaning set out for it in this Section 1. Wherever a term below appears in the text of this TENDER in lower case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.

- a) **ALTERNATIVE** means a choice of things, each being fully compliant.
- b) **BIDDER'S LIST** means a list maintained by the MUNICIPALITY containing the names of firms or individuals who have expressed an interest in receiving notice of opportunities to supply goods or services to the MUNICIPALITY from time to time.
- c) **MUNICIPALITY** means THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON and includes its successors and assigns.
- d) **CONTRACT** means the agreement to be entered into between the SUPPLIER and the MUNICIPALITY with respect to the supply of the EQUIPMENT, MATERIAL, and SERVICES. It shall be based upon this TENDER, with any agreed upon amendments, and shall also include any plans and terms of reference and will be held to cover the supply of any and all work, labour, implements, and MATERIAL that could be reasonably required to properly and satisfactorily supply the EQUIPMENT, MATERIAL AND/OR SERVICES.
- e) **SUPPLIER and/or SUPPLIER** means the BIDDER(s) who's TENDER(s) is/are accepted and who has/have agreed to supply the EQUIPMENT, MATERIAL AND SERVICES as described in the CONTRACT. In either case, the term extends to its legal representatives, successors and permitted assigns, agents, employees, and suppliers.
- f) **EQUIPMENT, MATERIAL** means all goods, MATERIAL, articles, EQUIPMENT, software and intellectual property (or any part of them) as described in the Terms of Reference attached to this TENDER as Part C and acquired through the inclusion of such EQUIPMENT, MATERIAL in a schedule to the CONTRACT from time to time throughout the term of the CONTRACT.
- g) **IMPROPER** means a TENDER that is not in conformity in some manner with the requirements of this TENDER but will be reviewed by the MUNICIPALITY to determine whether it may be considered in the evaluation process, in the sole and unfettered discretion of the MUNICIPALITY.
- h) **BIDDER(S)** means all persons, partnerships or corporations who respond to this TENDER, and includes their heirs, successors, and permitted assigns.
- i) **TENDER(S)** means the BIDDER'S submission in response to this TENDER, including the terms of reference, directions, specifications, schedules and requirements, together with all documents of any description and agreements made or to be made pertaining to the method of supplying the EQUIPMENT, MATERIAL AND/OR SERVICES or to the quantities as shown of acceptable MATERIAL to be furnished under the CONTRACT.

- j) **TENDER** means this Request for TENDER document, including all schedules, parts and attachments, as issued by the MUNICIPALITY, including any addenda or amendments made to it after initial use.
- k) **SERVICES** means the services as required and described in Part C, Terms of Reference, Specifications/Deliverables of this TENDER and EQUIPMENT, MATERIAL as described in the Terms of Reference attached to this TENDER as Part C and the Schedule of Prices attached to this TENDER as Part D.
- l) **TOTAL ACQUISITION COST** means the sum of all costs, including purchase price, all taxes, warranty, life cycle cost, operating and disposal costs.

## 2) INTERPRETATION

The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this TENDER, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall" and "will" used in this Tender denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

## PART A - INSTRUCTIONS TO BIDDERS

### 1) CONTRACT/ INTENT

The intent of this TENDER is to secure a qualified CONTRACTOR to remove the accumulation of sediment and debris from all storm sewer catch basins and manholes located throughout the Municipality of Brighton for 2019 with an option in favour of the Municipality of Brighton to extend the Contract on the same terms and conditions for three additional one (1) year terms. All sediment and debris shall be transported to a specified dump location in accordance with the terms, conditions, terms of reference, and attachments of this TENDER. The MUNICIPALITY may or may not enter into a SERVICE CONTRACT as a result of the issuance of this TENDER. The contractor is responsible for visiting the sites and viewing the proposed work.

### 2) TENDER DELIVERY & OPENING

- a) TENDERS made on the forms provided must be submitted in a sealed package, clearly marked **TENDER PW 2019-04 STORM SEWER MANHOLE and CATCH BASIN CLEANING** and must be submitted to the following address to the attention of the following department **prior to 2:00:00 p.m., Local Time, May 15<sup>th</sup>, 2019 (the “deadline for submission”)**. TENDERS must be time-stamped at the location listed below to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission. The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER.

Municipality of Brighton  
Public Works and Development  
67 Sharp Road, Brighton, ON, K0K 1H0

**All bidders must register with the Municipality by e-mail at [lisa@brighton.ca](mailto:lisa@brighton.ca) or they will be rejected.**

- b) **BIDDERS shall submit one document marked “original” and one (1) additional copy.**
- c) Any TENDERS received after the deadline for submission will be considered as non-compliant and will be returned unopened.
- d) In the event that the TENDER is too large for an envelope, the TENDER shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- e) **Note: Since TENDERS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- f) The use of the mail or courier services for delivery of a TENDER will be at the risk of the BIDDER. The TENDER must come into the possession of the above-mentioned representative of the MUNICIPALITY before the deadline for submission or the TENDER will be returned to the BIDDER unopened.

- g) In the event that the Tender is received by a means other than "in person" and is received past the submission deadline, it will be time stamped and returned unopened by collect courier.
- h) The onus unequivocally remains with the BIDDER to ensure that TENDERS are delivered to the MUNICIPAL PUBLIC WORKS OFFICE, 67 Sharp Road, Brighton, ON, K0K 1H0, Attention Lisa Stansel, by the deadline for submission, in accordance with the submission instructions. Misdirected TENDERS received after the deadline for submission will not be accepted and will be returned unopened. Requests for adjustments to submitted TENDERS by telephone, fax or electronically will not be considered.
- i) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of TENDERS, and all TENDERS and accompanying documents submitted by the BIDDER become the property of the MUNICIPALITY and will not be returned. There will be no payment to BIDDERS for work related to and MATERIAL supplied in the preparation, presentation and evaluation of any TENDER, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- j) **TENDERS will be opened at a public TENDER opening meeting 15 minutes following the deadline for submission at the Public Works and Development Office, 67 Sharp Road, Brighton, ON. and BIDDERS are invited to attend.**
- k) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any BIDDER, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any TENDER, or by reason of any delay in the acceptance of any TENDER.

<b>3) TENDER SUBMISSION</b>
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- a) Submission of a TENDER will constitute acceptance of all provisions contained in this TENDER on the part of all BIDDERS
- b) When submitting a TENDER, BIDDERS must ensure that all areas of this TENDER that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete TENDER being rejected.
- c) If a TENDER does not conform in every detail with the Terms of Reference – Specifications/Deliverables attached to this TENDER as Part C, the BIDDER is required to explain the deviation in the TENDER.
- d) All TENDERS must be made upon the Form of TENDER/Agreement to Contract attached to this TENDER as Part D.
- e) The TENDER must bear an original signature of an authorized signing officer of the BIDDER or the TENDER may be rejected. If a joint TENDER is submitted, it must be signed by signing officers of each of the joint BIDDERS.
- f) TENDERS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. TENDERS must be legible, written in ink, or by typewriter. TENDERS

written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.

- g) None of the conditions contained on the BIDDER'S standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a TENDER must be initialled or noted by the BIDDER or the TENDER may be deemed as IMPROPER and may not be considered.

#### **4) INQUIRY**

- a) All inquiries regarding this TENDER shall be directed, in writing, to the attention of Lisa Stansel, Public Works and Development, Administrative Assistant, via facsimile at: 613-475-2599, or by email to lisa@brighton.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the BIDDER'S convenience.
- b) Any inquiries will be responded to in writing. Any clarification shall not alter the TENDER. Oral arrangements or discussions cannot be relied upon.
- c) **Should a Bidder have any questions or need further clarification, he/she should contact the Municipal representative named in this document. Questions will only be received until 4:00 p.m. May 9<sup>th</sup>, 2019 to enable the Municipality to prepare an addendum (if any). Questions received after May 9<sup>th</sup>, 2019 may not be acknowledged nor answered.**
- d) If during the period prior to submission of TENDERS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the TENDER requires formal amendment or clarification, written addenda to this TENDER will be produced and distributed to all known BIDDERS. In that case, the TENDERS shall identify the addenda and indicate how they respond to them.
- e) BIDDERS attempting to contact MUNICIPALITY staff or elected officials other than the contact indicated in this TENDER in subsection a) above, for whatever reason, during the TENDER or evaluation process are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-TENDER meeting of all BIDDERS and MUNICIPALITY staff will be arranged at a location of the MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.
- f) No officer, agent or employee of the MUNICIPALITY is authorized to verbally alter any portion of this TENDER. During the period prior to submission of TENDERS, any clarification will be issued in the form of written addenda. The BIDDER shall list and attach any addenda that were considered when the TENDER was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the TENDER being deemed as IMPROPER.
- g) All addenda issued will be posted on the Municipality of Brighton's website, it is the BIDDER'S ultimate responsibility to ensure all addenda have been received.
- h) All references to BIDDER include all staff from the proposing organization as well as all CONTRACTORS and SUB-CONTRACTORS that the proposing organization may hire to supply the SERVICES, MATERIALS AND EQUIPMENT.

## **5) TENDER CONTENT**

TENDERS will be deemed complete if they include:

- a) A completed and executed Form of TENDER - Agreement to Contract and Schedule of Prices, attached to this TENDER as Part D.
- b) Reference list, attached to this TENDER as Part D. BIDDERS must provide three appropriate references of a similar size and nature, including contact names and telephone numbers.
- c) List of sub-contractors to be utilized.
- d) Bid Deposit

If any of the above information is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the TENDER in its entirety.

## **6) TENDER EVALUATION**

TENDERS will be evaluated on the basis of information provided by the BIDDER at the time of the submission as well as the previous experience of the BIDDER in this marketplace.

- a) TENDER quality: including organization, clarity, completeness, content and presentation;
- b) BIDDER experience in similar or related projects as well as their experience with government bodies. Information shall include all items outlined in Part C;
- c) The cost effectiveness of each TENDER will be based upon the information supplied in Part C of the TENDER.

## **7) ACCEPTANCE OF TERMS**

Each BIDDER, by submitting a TENDER, represents that the BIDDER has read, completely understands, and accepts the terms, conditions, and terms of reference of the TENDER in full.

## **8) REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the TENDER by The Corporation of the Municipality of Brighton, the Bidder is required to submit the following documentation in a form satisfactory to The Corporation of the Municipality of Brighton for execution within ten (10) days after being notified in writing to do so by The Corporation of the Municipality of Brighton:

- a) Bidder's HST Registration Number;
- b) Certificate of Clearance from Workers Compensation Board;
- c) Evidence of General Liability, automobile, equipment, public liability and property damage insurance;



- d) Copy of Bidder's safety policy;
- e) Copy of Bidder's Traffic Control Plan, if applicable;
- f) Health and Safety Forms;

**The Corporation of the Municipality of Brighton has the right to accept a TENDER and waive what it considers to be minor deviances from the mandatory requirements and acceptable format.**

## PART B – STANDARD TERMS AND CONDITIONS

### 1) INTENT

- a) The intent of this TENDER is to secure a QUALIFIED CONTRACTOR in order to do **STORM SEWER MANHOLE and CATCH BASIN CLEANING** for the Municipality of Brighton.
- b) The intent of the CONTRACT is that the CONTRACTOR shall provide STORM SEWER MANHOLE and CATCH BASIN CLEANING complete and suitable for the MUNICIPALITY'S intended use.
- c) The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.
- d) Unit prices shall be inclusive of all costs as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

### 2) ACCEPTANCE

- a) As soon as practicable after opening the TENDERS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a TENDER will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a TENDER. Acceptance of a TENDER by the MUNICIPALITY shall bind the CONTRACTOR to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
  - i) The Service Contract;
  - ii) the TENDER;
  - iii) and the CONTRACTOR'S TENDER.
- c) The above-mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there are discrepancies between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen TENDER, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a TENDER in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not and may reject any or all TENDERS. There shall be no requirement of this TENDER, implied or otherwise, that the TENDER representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The TENDER process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). BIDDERS must submit their TENDERS in accordance with all items identified in Part A of this TENDER.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the TENDER, and to award CONTRACTS to one or more BIDDERS; to accept or reject any TENDER in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered

discretion, if in so doing, the best interests **of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.**

- f) Should the MUNICIPALITY receive only one (1) TENDER on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition.
- g) All TENDERS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the TENDERS and for the investigation of the BIDDERS.
- h) Upon acceptance of a TENDER, (or any part of it), by the MUNICIPALITY, the successful BIDDER shall, if requested by the MUNICIPALITY so to do, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a TENDER (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful BIDDER, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative BIDDER or revise and reissue this TENDER or cancel this TENDER. If the MUNICIPALITY exercises such right, the successful BIDDER has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) Any notice that the MUNICIPALITY may be required or desire to give to the BIDDER shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail or courier and addressed to the BIDDER at the address shown for the BIDDER on its TENDER. It shall be presumed to have been received by the BIDDER on the third day following the registration or the day following registration with the courier.
- j) No TENDER shall be accepted from any person or BIDDER who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this TENDER.
- k) The Owner reserves the right to reject all TENDERS or to select a TENDER other than the TENDER having the lowest price. In making a decision as to which TENDERS to accept, the Municipality reserves the right to consider, some or all of the following factors:
  - (1) the general reputation of the CONTRACTOR;
  - (2) any prior experience the Municipality has had with the CONTRACTOR;
  - (3) the financial status and strength of the CONTRACTOR;
  - (4) the previous experience of the CONTRACTOR in this area;
  - (5) any previous experience between the CONTRACTOR and other municipality's;
  - (6) the proposed schedule of the CONTRACTOR;
  - (7) the Owner's determination of the ability of the CONTRACTOR to deliver the work to quality and standards required and within the time frames and in the quantities;
  - (8) any other factors that the Owner believes reasonably impact on the contract and the ability to complete the contract to the full satisfaction

of the Owner.

- i) The Owner reserves the right to consider each of the factors, and to assign different weights to each of the factors based on the information received by it from each and every CONTRACTOR, from its own staff, and from outside sources, as these factors may impact on the benefit the Owner receives from this contract.

### **3) BIDDER ELIGIBILITY**

BIDDERS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any BIDDER who cannot provide the following, when requested by the MUNICIPALITY:

- i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
- ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
- iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT;
- iv. evidence of sufficient general liability and up-to-date clearance issued by the W.S.I.B. (Workers Safety Insurance Board).

The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any BIDDER prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any BIDDER OR TENDER based on the information obtained.

This TENDER is made by the BIDDER without any connection, knowledge, comparison of figures or arrangement with any other person or persons making a TENDER for the same SERVICES and is in all respects fair and without collusion or fraud.

### **4) ASSIGNMENT**

- a) The CONTRACTOR shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the BIDDER will be an independent CONTRACTOR and that all services will be performed by the employees or agents of the CONTRACTOR. Sub-contracting agreements made by the CONTRACTOR will not release the CONTRACTOR from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium TENDERS must have one prime CONTRACTOR who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the CONTRACTOR'S partners, SUB-CONTRACTOR or SUPPLIERS in the event the prime CONTRACTOR defaults on its responsibilities. The prime CONTRACTOR must communicate such to its partners, SUB-CONTRACTORS and SUPPLIERS. The prime CONTRACTOR must also provide the MUNICIPALITY with a written statement outlining function components that the sub-CONTRACTOR(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all SUB-CONTRACTORS.

## **5) INDEMNIFICATION**

- a) The CONTRACTOR agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the CONTRACTOR also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the CONTRACTOR'S failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES, MATERIALS AND EQUIPMENT to be performed or rendered by the CONTRACTOR, pursuant to the CONTRACT.
- b) The CONTRACTOR shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES, EQUIPMENT, MATERIAL (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

## **6) CHARACTER OF WORKERS**

- a) The reference to "workers" refers to workers of the CONTRACTOR and its SUB-CONTRACTORS (if any), and includes Corporate Officers.
- b) The CONTRACTOR agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the CONTRACTOR in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the CONTRACTOR will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

## **7) PROJECT SITE WORKING CONDITIONS**

It is the BIDDER'S responsibility to investigate the sites and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

## **8) PATENTS AND COPYRIGHTS**

- a) The CONTRACTOR shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES, EQUIPMENT, MATERIAL (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The CONTRACTOR shall pay all royalties and patent license fees required for the EQUIPMENT, MATERIAL.

- c) If the SERVICES, EQUIPMENT, MATERIAL (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the CONTRACTOR shall either secure for the MUNICIPALITY the right to continue using the SERVICES, EQUIPMENT, MATERIAL or shall, at the CONTRACTOR'S sole expense, replace the infringing SERVICES, EQUIPMENT, MATERIAL with non-infringing SERVICES, EQUIPMENT, MATERIAL or modify it so that the SERVICES, EQUIPMENT, MATERIAL no longer infringes.

#### **9) ERRORS AND OMISSIONS OF THE CONTRACTOR**

Errors, mistakes, or omissions made by the CONTRACTOR, its agents, employees, or workmen shall be rectified by the CONTRACTOR at its sole expense.

#### **10) QUANTITIES**

- a) Unless otherwise specified in this TENDER, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the TENDER price on the actual quantities deemed acceptable by the MUNICIPALITY.

#### **11) TERMS OF PAYMENT**

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this TENDER as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the MATERIAL provided or SERVICES performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies **shall** be held back until 45 days after successful provision of the MATERIAL or completion of the SERVICES, as the case may be.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the CONTRACTOR from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the CONTRACTOR of the final payment shall constitute a waiver of claims by the CONTRACTOR against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the CONTRACTOR any amount sufficient to remedy any defect or deficiency in the STORM SEWER MANHOLE and CATCH BASIN CLEANING, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the CONTRACTOR resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

#### **12) UNPAID ACCOUNTS**

The CONTRACTOR must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES, EQUIPMENT AND/OR MATERIALS and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the EQUIPMENT AND MATERIAL in respect of which any payment has been made or is to be made

by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

### **13) CHANGES IN THE SERVICES, MATERIALS AND EQUIPMENT**

The MUNICIPALITY may, without invalidating the CONTRACT, direct the CONTRACTOR to make changes to the SERVICES, MATERIALS AND EQUIPMENT. When a change causes an increase or decrease in the SERVICES, MATERIALS AND EQUIPMENT, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and CONTRACTOR. **All changes must be in writing.**

### **14) NON-PERFORMANCE**

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion, non-performance of the CONTRACT, including the level of quality of SERVICES, MATERIALS AND EQUIPMENT provided and further reserves the right to cancel any or all of the CONTRACT if the CONTRACTOR fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.
- b) In the event that the CONTRACTOR fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any BIDDER for breach of the terms and conditions of this TENDER or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated CONTRACTOR as the Bidder or BIDDER on future QUOTATIONS, TENDERS or REQUEST FOR PROPOSALS or as a sub-trade to a Bidder or BIDDER on future competitions (QUOTATIONS, PROPOSALS, or TENDERS) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified CONTRACTORS in any future quotation, TENDER or requests for TENDER.

### **15) PRICING (TERM OF AGREEMENT)**

- a) Prices proposed must include all incidental costs and the BIDDER must be satisfied as to the full requirements of the TENDER. No claims for EXTRA SERVICES, EXTRA EQUIPMENT, OR EXTRA MATERIALS will be entertained and any additional SERVICES, MATERIALS AND EQUIPMENT must be authorized in writing prior to commencement. Should the BIDDER require more information or clarification on any point, it must be obtained prior to the submission of the TENDER.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, MATERIALS AND EQUIPMENT, prior to delivery or completion of the SERVICES, MATERIALS AND EQUIPMENT, the appropriate increase or decrease in the price of the SERVICES, MATERIALS AND EQUIPMENT, shall be made to compensate for the change as of the effective date.
- c) The CONTRACTOR shall be responsible for the collection and remittance of all applicable taxes and agrees to hold the MUNICIPALITY harmless in this regard.

- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the EQUIPMENT, MATERIAL or SERVICES save and except the Harmonized Sales Tax. All applicable HST tax is to be included in the total price and detailed where requested.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any TENDER that is in error through addition or extension; the corrected value prevailing, and all BIDDERS shall be bound by such corrections.

<b>16) DISCLOSURE</b>
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- a) Submissions of TENDERS as a result of this TENDER are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- b) Release of information contained in the TENDER may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the BIDDER. This would include scientific, technical, financial or labour relations information.
- c) All requests for information must be made in writing and submitted to the MUNICIPAL PUBLIC WORKS OFFICE, 67 Sharp Road, Brighton, ON, K0K 1H0, Attention Lisa Stansel.
- d) To prevent the release of information the BIDDER must state that the TENDER is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

<b>17) WITHDRAWAL OR QUALIFYING OF TENDERS</b>
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- a) If, after submission of a TENDER, a BIDDER receives an addendum issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that TENDER, the BIDDER shall sign the addenda and deliver it to the MUNICIPAL PUBLIC WORKS OFFICE, 67 Sharp Road, Brighton, ON, K0K 1H0, Attention Lisa Stansel. The addenda shall be in a sealed envelope, which clearly identifies the contents of it.
- b) If after submission of a TENDER, a BIDDER receives an addendum issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the BIDDER, the BIDDER shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A BIDDER who has already submitted a TENDER may submit a further TENDER at any time up to the deadline for submission. The last TENDER received shall supersede and invalidate all TENDERS previously submitted by that BIDDER for this TENDER.
- d) A BIDDER who has submitted a TENDER may request that its TENDER be withdrawn. (Adjustments or corrections to a TENDER submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPAL PUBLIC WORKS OFFICE, 67 Sharp Road, Brighton, ON, K0K 1H0, Attention Lisa Stansel by letter, fax, email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.



## **18) CONTRACT CANCELLATION**

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES, MATERIALS AND EQUIPMENT or part of them. In the event of such cancellation, the MUNICIPALITY and the CONTRACTOR shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the CONTRACTOR for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the CONTRACTOR fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

## **19) LAWS AND REGULATIONS**

The CONTRACTOR shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The CONTRACTOR shall be responsible for ensuring similar compliance by its CONTRACTORS and SUB-CONTRACTORS. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

## **20) DEFAULT BY CONTRACTOR**

- a) If the CONTRACTOR: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the CONTRACTOR makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the CONTRACTOR: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES, MATERIALS AND EQUIPMENT; or fails to prosecute the SERVICES, MATERIALS AND EQUIPMENT with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES, MATERIALS AND EQUIPMENT; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the CONTRACTOR, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
  - i) withhold any further payment to the CONTRACTOR until the completion of the EQUIPMENT, MATERIAL or SERVICES and the expiry of all obligations under the CONTRACT; and
  - ii) recover from the CONTRACTOR any loss, damage and expense incurred by the MUNICIPALITY by reason of the CONTRACTOR'S default (which may be deducted from any monies due or becoming due to the CONTRACTOR).

## **21) DECLARATIONS**

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this TENDER, has any interest in this TENDER or in the CONTRACT.
- b) I/We further declare that this TENDER is made without any connection, knowledge, comparison of figures or arrangement with any other CONTRACTOR, firm or person making a similar TENDER and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the TENDER are in all respects true.
- e) I/We further declare that I/We have examined the locality, specifications and site(s) of the proposed STORM SEWER MANHOLE and CATCH BASIN CLEANING Tender Requirements relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT.
- f) I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the TENDER, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this TENDER.
- g) I/We agree that this TENDER is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this TENDER of a notice of award, which shall constitute formation of the CONTRACT, or for 120 days following the TENDER closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this TENDER whether any other TENDER had been previously accepted or not.

## **22) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS**

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this TENDER. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this TENDER, the information contained in the TENDER is supplied solely as a guideline for BIDDERS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

## **23) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION**

### **(a) Workplace Safety & Insurance Board**

- I. The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

- II. Clearance certificates should be renewed every ninety (90) days during the term of the Contract.
- III. If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the Municipality prior to commencement of work.

**(b) General Liability Insurance**

Prior to commencement of work the CONTRACTOR must provide proof of **\$2,000,000** General Commercial General Liability Insurance including coverage for public liability, property damage, all his trucks, vehicles and machines; also, any vehicles or equipment hired by him, and used in connection with this work. The Corporation of the Municipality of Brighton must be shown as additional insured on the policy.

**Environmental Insurance**

This coverage in the amount of **(two million) \$2,000,000.00** is to protect against liability caused by Environmental Impairment arising out of its ownership and/or operations, such as but not limited to:

- Potable water supply and treatment
- Sewage disposal and treatment
- Solid waste disposal and treatment
- Salt and salt treated sand including the application thereof
- Leaking fuel tanks
- Weed control
- Plus, any other Environmental Impairment exposure of the municipality:

The intent of this coverage is to pick up those exposures as a result of the environmental exclusion in the Municipal Liability Insurance Policy.

**Automobile/Equipment Insurance**

The SUPPLIER/CONTRACTOR will effect at his/her own expense (including the cost of deductibles) and maintain and keep in force during the term of this agreement, automobile/equipment insurance coverage naming The Corporation of the Municipality of Brighton as an insured, including a cross-liability provision in favour of The Corporation of the Municipality of Brighton, against claims for personal injury, death, property damage or loss, arising from an accident or occurrence relating to this agreement, in an amount of not less than Two Million Dollars **(\$2,000,000.00)** in respect of each claim or occurrence. The insurance policy as required herein shall be in force during the terms of the contract.

<b>24) BID DEPOSIT</b>
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SUPPLIER/CONTRACTORS shall submit with the Tender a Bid Deposit in the form of a Certified Cheque, money order or certified Letter of Credit made payable to the Corporation of the Municipality of Brighton. The Corporation of the Municipality of Brighton reserves the right to retain the number of Bid Deposits it deems necessary until the Contract award is made.

The proceeds of the bid deposit shall, upon acceptance of the Tender, constitute a deposit which shall be forfeited to The Corporation of the Municipality of Brighton if the Successful Contractor fails to execute this contract with the Corporation of the Municipality of Brighton.

Once the contract has been finalized the bid deposits of the unsuccessful bidders will be returned.

The bid deposit of the successful bidder will be retained by the Municipality for the duration of the contract. If any time during the duration of the contract, the successful bidder is not able to commence with the STORM SEWER MANHOLE and CATCH BASIN CLEANING as specified in this contract, or as mutually agreed in writing between the parties, the Municipality of Brighton shall use this deposit to defray any costs that may be incurred by the Municipality as a consequence of the successful bidder's inability to commence operations as specified.

The Tender must be accompanied by a certified cheque to be used as a Bid Deposit in accordance with the following:

<u>Total Amount of Bid</u>	<u>Minimum Cheque Required</u>
\$ 50,000 or less	\$ 1,000.00
\$ 50,001 to \$ 99,999.99	\$ 5,000.00
\$ 100,000 to \$ 249,999.99	\$ 10,000.00
\$ 250,000 to \$ 499,999.99	\$ 25,000.00
\$ 500,000 to \$ 999,999.99	\$ 50,000.00
\$ 1,000,000 and over	10 % of bid to maximum of \$ 100,000.00

<b>25) OCCUPATIONAL HEALTH AND SAFETY ACT REGULATIONS</b>
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- a) The successful contractor(s) shall perform all work in compliance with the Occupational Health and Safety Act and Regulations. The successful contractor assumes the role of sole responsibility for providing supervision for and ensuring the safety of the successful contractor's employees.
- b) The successful Bidder agrees to assume full responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.
- c) The successful Bidder acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the successful Bidder or any of its subcontractors may result in the immediate termination of this contract herein and the forfeiture of all sums owing to the successful Bidder by the Municipality. The successful Bidder agrees that any damages or fines that may be assessed against the Municipality by reason of a breach or breaches of the Occupational Health and Safety act by the successful Bidder or any of its subcontractors will entitle the Municipality to set-off the damages so assessed against any monies that the Municipality may from time to time owe the successful Bidder under this contract or under any other contract whatsoever.
- d) The successful Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information Systems (WHMIS) and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of the work.

## 26) ACCESSIBILITY

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the Municipality's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

Contract employees, third party employees, agents and others who deal with members of the public on behalf of the Municipality of Brighton must meet the requirements of Ontario Regulation 429/07 with regard to training. If a training policy is not yet in place, please go the following link, complete the training module and provide a copy of the Certificate to the Municipality of Brighton.

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



**Accessibility for Ontarians with Disabilities Act (AODA)**

**Accessible Customer Service Training**

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

I acknowledge that all staff employed by \_\_\_\_\_

who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The Municipality of Brighton, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations.

As a principle of the contractor employed by The Municipality of Brighton, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: \_\_\_\_\_

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

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

**DOCUMENT TO BE INCLUDED WITH SUBMISSION**

**PART C, SCOPE OF WORK, SERVICE LEVEL, LOCATIONS AND SPECIFICATIONS**

**Specification**

To remove the accumulation of sediment and debris from all the storm sewer catch basins and manholes located throughout the Municipality of Brighton, and transport to Northumberland County Landfill, 1112 County Rd 26, Brighton, ON.

**Scope of Work**

The removal of the accumulated sediment and debris from all the storm sewer catch basins and manholes by the winning Tender cover a three (3) year period after the contract is signed. The Corporation of the Municipality of Brighton reserves the right to extend the contract for a one (1) year extension at The Corporation of The Municipality of Brighton’s sole discretion and a favorable Contactor Performance Evaluation.

- 1) Contract Service Provider shall be certified to complete this work.
- 2) The equipment used, generally described as a vacuum truck, shall have the capability to separate liquids from solid particulates.
- 3) The Contract Service Provider shall be familiar with the requirements of the Ontario Water Resources Act, and shall have established procedures and protocols for notification to the Spills Action Centre.
- 4) The work of the Contract Service Provider shall be monitored by a Municipality of Brighton staff employee.
- 5) The Contract Service Provider shall work in accordance with the Ontario Traffic Manual Book 7.
- 6) Pricing will be per unit – catch basin or manhole.

**Procedure**

- 1) The Contract Service Provider shall safely open the catch basin or manhole structure lid and vacuum clean the structure to the satisfaction of designated Municipal Staff. At no time will any structure be left open and unattended. The Contract Service Provider shall close and re-secure the catch basin or manhole cover before moving to next location.
- 2) When the solids storage compartment on the Contract Service Provider’s equipment has been filled, it shall be transported for disposal to a Northumberland County landfill located at 1112 County Rd 26, Brighton.

**LOCATION OF CATCH BASINS AND MANHOLES AND ESTIMATED QUANTITIES**

Brighton (including Cty. Rd. 2 and 64)	1150
Smithfield	25

Total 1175

**PART D - FORM OF TENDER AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

**CONTRACT NUMBER: TENDER PW 2019-04**

**PROJECT TITLE: STORM SEWER MANHOLE and CATCH BASIN CLEANING**

SUBMITTED TO: THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON

I/We, \_\_\_\_\_  
(Company Name)

Of \_\_\_\_\_  
(Business Address)

having examined the TENDER including all information to BIDDERS, general terms and conditions, terms of reference, appendices and specifications as issued by THE CORPORATION OF THE MUNICIPALITY OF BRIGHTON and including Addenda number \_\_\_\_ to \_\_\_\_ and having visited the Sites, hereby offer and agree to enter into a Service Contract to supply **STORM SEWER MANHOLE and CATCH BASIN CLEANING** required by this TENDER at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete **STORM SEWER MANHOLE and CATCH BASIN CLEANING** in accordance with the instructions to BIDDERS, terms, conditions, terms of reference, specifications, and appendices in the Request for **TENDER PW 2019-04 for STORM SEWER MANHOLE and CATCH BASIN CLEANING** as described in this TENDER for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

I/We, hereby Tender and agree to supply to The Corporation of the Municipality of Brighton **STORM SEWER MANHOLE and CATCH BASIN CLEANING** and to supply all equipment, apparatus and materials as detailed herein and as specified in this tender. The contractor is responsible for visiting the sites and viewing the proposed work in the establishment of unit prices.

Indicate the unit price per item in the spaces provided. Unit prices shall be inclusive of all costs to provide **STORM SEWER MANHOLE and CATCH BASIN CLEANING** as specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

The CONTRACTOR has carefully examined, understands and accepts the requirements of this TENDER, and has carefully examined the site and locations for the prices set forth herein, hereby offers to furnish all **STORM SEWER MANHOLE and CATCH BASIN CLEANING**, machinery, labour, tools, apparatus, and other means of application and furnish all **STORM SEWER MANHOLE and CATCH BASIN CLEANING** and materials except as otherwise specified in the contract, and to complete the work in strict accordance with the TENDER requirements.

The CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document, with APPLICABLE Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the TENDER.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.



**PART D - FORM OF TENDER AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

The SUPPLIER/CONTRACTOR hereby offers to complete the work specified in the TENDER for the price, which have been included in the tender document; with Harmonized Sales Tax shown separately.

This TENDER is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the TENDER.

Indicate the unit price per item in the space provided. Unit prices shall be inclusive of all costs for the construction and protection, as needed, for the Manhole & Catch Basin Cleaning 2019 specified in this tender in full conformity with the specifications and information to bidders attached hereto, all duty, exchange, freight, transportation or other charges fully paid for the prices shown hereunder.

**Schedule of Prices**

**Tender Items**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	SUB-TOTAL	HST	TOTAL PRICE
1	2019 Manhole & Catch Basin Cleaning	1175	\$	\$	\$	\$

**Provisional Items**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	SUB-TOTAL	HST	TOTAL PRICE
2	2020 Manhole & Catch Basin Cleaning	1175	\$	\$	\$	\$
3	2021 Manhole & Catch Basin Cleaning	1175	\$	\$	\$	\$
4	2022 Manhole & Catch Basin Cleaning	1175	\$	\$	\$	\$

We confirm that the above stipulated sum is in Canadian Dollars and includes all applicable taxes, royalties, custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Bid, and is not subject to revisions due to changes in the cost of labour, material or other items. It is understood that work may be performed at times outside of business hours at no additional cost.

**PART D - FORM OF TENDER AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

**SUB-CONTRACTS**

We list hereunder the names of the Sub-Contractors whose bids we have used in our Bid and with whom we intend to award Subcontracts, if awarded the contract. We acknowledge that no changes to the list will be made without the Owner's approval.

<b>TRADE</b>	<b>NAME</b>	<b>Price without HST</b>

1. VALIDITY OF THE BID  
Our Bid will remain in good standing for a period of 120 days after the closing date of General Contract Bids.
  
2. COMPLETION OF THE WORK  
All work in 2019 shall be completed by June 30<sup>th</sup>, and  
If a contract extension is granted, all work shall be completed by the end of May, of each additional year.
  
3. ACCEPTANCE OF THE BID  
We recognize the right of the Owner not to accept the lowest or any other bid received.
  
4. ENCLOSURES  
We enclose herewith the following:
  - a. Sufficient Bid Deposit
  - b. Agreement to Contract and Schedule of Prices, Part D of this tender.

**PART D - FORM OF TENDER AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this TENDER.

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(MUNICIPALITY, Province, and Postal Code)

Signature: \_\_\_\_\_  
(I have the authority to bind the corporation)

Print Name and Title: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**The Corporation of the Municipality of Brighton  
35 Alice Street, P.O. Box 189, Brighton, Ontario, K0K 1H0**

Signature: \_\_\_\_\_  
(I have the authority to bind the corporation)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE TENDER WILL BE REJECTED.**

**PART D - REFERENCE INFORMATION**

BIDDERS are required to provide three (3) references listing contracts similar to the project described in this TENDER and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency) \_\_\_\_\_  
Contract Description \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number ( ) \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Value of Contract \$ \_\_\_\_\_
- 2) NAME (Company/Government Agency) \_\_\_\_\_  
Contract Description \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number ( ) \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Value of Contract \$ \_\_\_\_\_
- 3) NAME (Company/Government Agency) \_\_\_\_\_  
Contract Description \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number ( ) \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email Address (if available): \_\_\_\_\_  
Value of Contract \$ \_\_\_\_\_

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the BIDDER.

\_\_\_\_\_  
Company/BIDDER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**EQUIPMENT MATERIAL AND SUB-CONTRACTORS FORM**

EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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EQUIPMENT, MATERIAL: Please list below the EQUIPMENT you will be using if awarded the contract:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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Sub-Contractors: Please list below the names of the major sub trades you plan on using for this project:

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**NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS**





**NOTICE OF NO BID**

<b>Public Works and Development</b> <b>Municipality of Brighton</b> <b>67 Sharp Road, Brighton, ON,</b> <b>K0K 1H0</b>	<b>Tel: 613-475-1162</b> <b>Fax: 613-475-2599</b>
<b>REFERENCE NO. TENDER PW 2019-04</b>	<b>CLOSING DATE: Wednesday May 15<sup>th</sup>, 2019</b>
<b>DESCRIPTION: STORM SEWER MANHOLE and CATCH BASIN CLEANING</b>	
<p>It is important to the MUNICIPALITY to receive a reply from all invited BIDDERS. There is no obligation to submit a TENDER; however should you choose not to submit a TENDER, completion of this form will assist the MUNICIPALITY in determining the type of goods or service you are interested in proposing/bidding on in the future. Failure to return the TENDER/TENDER Form or Notice of No TENDER <u>will</u> result in the removal of the BIDDER from the MUNICIPALITY'S BIDDERS' LIST.</p> <p><b>INSTRUCTIONS</b></p> <p>If you are unable, or do not wish to submit a TENDER on this TENDER, please complete the following portions of this form. State your reason for not proposing by checking the applicable space(s) or by explaining briefly in the space provided. It is not necessary to return any other TENDER documents. Just return the completed form in the enclosed return envelope or by fax prior to the official closing date.</p> <ol style="list-style-type: none"> <li>1. We do not manufacture/supply this commodity. _____</li> <li>2. We do not manufacture/supply to this specification. _____</li> <li>3. Unable to quote competitively. _____</li> <li>4. Cannot handle due to present plant loading. _____</li> <li>5. Quantity/job too large. _____</li> <li>6. Quantity/job too small. _____</li> <li>7. Cannot meet delivery/completion requirements. _____</li> <li>8. Licensing restrictions. _____</li> <li>9. Agreements with distributors/dealers do not permit _____</li> </ol> <p><u>Other reasons/additional comments:</u></p> <p>_____</p> <p>_____</p>	
Do you wish to propose/bid on these goods/services in the future <span style="float: right;">YES <input type="checkbox"/> NO <input type="checkbox"/></span>	
Firm Name: _____	
Signature of Signing Officer: _____	
Print Name: _____	
Title: _____	
Address: _____	
_____	
Telephone: _____	Fax: _____
Date: _____	

(Glue or Tape to outside of Submission Envelope)

**TO:** Attn: Lisa Stansel, Administrative Assistant  
Public Works and Development  
Municipality of Brighton  
67 Sharp Road  
Brighton, ON, K0K 1H0

<b><u>Submitted By</u></b> <b><u>(Insert company Name)</u></b>	<b><u>TENDER PW 2019-04 STORM SEWER MANHOLE and CATCH BASIN CLEANING</u></b>	
<b><u>OFFICE USE ONLY</u></b>		
<b><u>Date &amp; Time Public Works and Development</u></b>		
<b><u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u></b>	(Print Name)	(Signature)