

**THE CORPORATION OF THE
TOWNSHIP OF ZORRA**



TENDER 2009-06

TENDER FOR

SUPPLY OF A WOOD AND BRUSH CHIPPER



November 20, 2009

TO: ALL BIDDERS

SUBJECT: TENDER FOR SUPPLY OF A WOOD AND BRUSH CHIPPER

The Township of Zorra is requesting tenders to supply a wood and brush chipper.

Attached is the subject tender that must be submitted to the Township of Zorra, 274620 27th Line, P.O. Box 306, Ingersoll, ON, N5C 3K5, **NO LATER THAN 11:00 a.m. on November 30, 2009.**

Tenders will be opened at the Township Office, the same day at 11:30 a.m. Results from the opening will be posted to the Township's website by end of business day.

Communications

Communication between the Township and prospective vendors **MUST BE** in written format via email or fax. To facilitate comprehensive responses, proponents are encouraged to email their questions as soon as possible to acorcoran@zorra.on.ca or fax to (519) 485-2520. No verbal instructions or verbal information to proponents will be binding on the Township. **Do not contact any other staff persons, other than the Public Works Department, regarding this tender.** The lowest or any tender not necessarily accepted.

Yours Truly,

Aden Corcoran
Director of Public Works



CHECKLIST

The following checklist has been included to ensure that all of the Township's requirements are met:

1. Please provide one (1) complete copy designated as the original.
2. The Tender Bid Form provided must be used. Alteration of the Tender Bid Form is prohibited. If white out is used, please initial your corrections
3. The Term & Conditions and Specifications have been carefully reviewed and all requirements have been submitted with your tender.

**THE CORPORATION OF THE
TOWNSHIP OF ZORRA**



SECTION 2

**TENDER/PROPOSAL
GENERAL TERMS & CONDITIONS**

TENDER 2009-06

TENDER FOR

SUPPLY OF A WOOD AND BRUSH CHIPPER



GENERAL TERMS AND CONDITIONS

The undersigned hereby bids to perform or supply the work covered by this tender/proposal and must conform to the Township of Zorra Purchasing By-law

1. DEFINITIONS

In this proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

- a) "Township" means the Township of Zorra;
- b) "bidder" or tenderer" or "proponent" means the individual, firm, company or corporation submitting tender/proposals to the Township;
- c) "work" means any of the under-noted or any combination thereof;
 - (i) supply or provision of articles or materials;
 - (ii) supply of labour
 - (iii) performance of functions or tasks;
 - (iv) provision of services;
 - (v) equipment operated or not operated; or
 - (vi) construction or repairs as specified;
 - (vii) security deposit
- d) "total acquisition cost" means an evaluation of quality and service in the assessment of a bid and the sum of all costs including purchase price, all non refundable taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the lowest compliant bid.

2. SCOPE OF WORK

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing the work consists of the following:

Supply of a wood and brush chipper.

3. PROPOSAL DESIGNS (Not applicable)

The Evaluation Committee will accept up to a maximum of three (3) conceptual design options from each bidder. Ensure that all designs are labeled accordingly and cross- referenced within the submission to pricing structures provide photos and illustrations of proposed concept.

4. DRAWINGS (not applicable)

5. COPIES OF TENDER

Bidders are requested to provide one original (1) copy of their tender. Please attach your bid deposit to the original Tender Bid Form.

6. ADDENDA

Bidders may, during the tender/proposal period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the tender/proposal documents.

A copy of all addenda shall be either hand delivered, sent by courier, electronic correspondence, or fax, to



each prospective bidder who has obtained tender/proposal documents. Also, notice of the addenda will be posted on the Township website.

Where an addendum must be issued later than two days prior to the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. **This extension of the closing date is optional and shall be used as required.**

Addenda will be issued under the following circumstances:

- a) Interpretations tender/proposal documents as a result of questions from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of tender/proposal documents.

All such changes as addressed in the addenda shall become an integral part of the tender/proposal documents and shall be allowed for in arriving at the tender/proposal price.

(Only applicable if the document is posted on the Township's website). In order to view addendums on the Township's website, you must download the original document and the addendum will appear at the beginning.

7. COST INCURRED BY BIDDERS

All expenses involved with the preparation and submission of tenders to the Township of Zorra, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any tenders received or for any other effort required or made by the proponent prior to commencement of work as defined by the proposal approved by the Township of Zorra.

8. WHEN BIDS EXCEED ESTIMATES (For tenders only)

Re-tendering should be avoided when the bids exceed the estimate and the bid results have been read out at a public tender opening as the cost of re-tendering is very high. Therefore, we reserve the right to negotiate with the lowest formal bidder.

9. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS

All work shall be carried out in accordance with the current Ontario Provincial Standard Specifications and Drawings as adopted by the Township. The current General Conditions apply to this contract and will be included in the legal documents.

10. PRE-QUALIFICATIONS (When applicable)

When applicable, bidders will be required to pre-qualify to submit a tender/proposal. **The Township reserves the right to pre-qualify those proponents who have had experience with the Township.** The pre-qualification may be a separate process or part of the tender/proposal call. The following are some of the requirements that must be submitted prior to the specified deadline for application for pre-qualifications:

- a) A letter from the bidder's bank manager addressed to the Township of Zorra, attesting to the bidders' financial capability to complete the contract.
- b) A written schedule of **all** contracts successfully completed by the bidder in the previous three (3) years.
- c) Include the value of each contract, the name of the owner, and the name and telephone number of the owners contact person who is willing and able to attest to the bidder's capability to perform this contract work.
- d) The name, qualifications, and experience of the proposed superintendent for this contract work.
- e) A list of equipment available for this contract work, and whether "owned" or "rented".



The envelope containing details should be clearly marked with the contract number, contract title and the word 'pre-qualification'. In some cases an address label will be provided.

Each bidder who has submitted a pre-qualification application will be notified as soon as they have been pre-qualified. The bidder will then be advised how and where he may receive a tender/proposal bid form and/or envelope.

11. PRESENTATIONS (not applicable)

The Township of Zorra may require proponents to give a presentation in support of their proposal.

12. WORK LOCATION

Not applicable.

13. CLOSING DATE AND OPENING OF TENDERS/PROPOSALS

Tender/proposals shall be prepared on the forms provided and are to be sealed and submitted in the tender envelope provided or using the address label sheet provided and identified as a tender/proposal for the contract concerned on the tender/proposal envelope. Bidders need not be present at the opening of the tender/proposals unless specifically invited for the purpose of explaining some detail pertaining to their bid. Tender/proposal opening results may be posted on the Township's website at www.zorra.on.ca. Bidders will be advised by letter of the acceptance, or otherwise of their tender, as soon as the contract has been finally awarded.

14. CONFIDENTIALITY

The contractor, on behalf of itself, its directors, officers, employees, agents and subcontractors, acknowledges that for the purposes of this tender, it is bound by the provisions of the ***Municipal Freedom of Information and Protection of Privacy Act***, R.S.O. 1990, c. M.56, as amended by (the "Act"). The contractor agrees that all information provided to it by the Township, or gathered in the course of providing services is being provided on a confidential basis for the purposes of the administration of the services being provided by the contractor and is protected by the provisions of the Act.

The contractor shall not use, at any time during the term of this contract, or thereafter, any of the information acquired by it during the course of carrying out the services provided for herein for any purposes other than the provision of the services or such other purposes authorized in writing by the Township.

15. STAGES OF PROPOSAL EVALUATION (RFP's only – not applicable)

The Township representatives will conduct the evaluation of proposals as follows:

The Township will have an initial review, to determine which proposals meet the minimum requirements. Proposals which do not comply with the Township's minimum requirements may be disqualified.

The next step will consist of a scoring by the Township of each qualified proposal on the basis of the rated criteria noted below. The highest scored proposal will be selected.

At the discretion of the Township, the Township may choose to invite up to three (3) short-listed proponents to prepare a formal presentation to the Township. In addition, short-listed proponents may be asked to attend interviews or negotiations with the Township, provide a tour of facilities and provide additional general information prior to selection.



16. EVALUATION GRID CRITERIA (RFP's only - not applicable)

The following is the evaluation grid criteria outlining how your proposal will be scored:

| <u>Description</u> | <u>Points</u> |
|--------------------|---------------|
|--------------------|---------------|

17. LOCAL PARTNERSHIPS

The Township encourages out of town proponents to seek local partner(s) where local expertise exists.

18. NEGOTIATIONS AND REVIEW OF OFFERS (RFP'S only – not applicable)

Discussions may be conducted with proponents for the purpose of clarification of their proposals to assure full understanding of and responsiveness to the solicitation requirement.

All proposals will be evaluated using the evaluation grid criteria noted unless the proposal does not meet the minimum requirements and are therefore, not short-listed. Once the evaluation committee has reviewed the initial proposal submissions using the evaluation grid, the evaluation committee will recommend an award to a specific firm, if clear-cut superiority of an offer is obvious.

The Township reserves the right to request a best and final offer from only those proponents meeting our full requirements or from the short list developed by the evaluation committee.

All information will be kept under strict security until after an award recommendation has been made.

All discussions and negotiations must be coordinated through the Clerk's Department. Do not contact any municipal staff regarding this RFP other than the Clerk's Department staff.

19. SUBSTITUTIONS

Where, if pursuant to the contract documents, the bidder is required to supply an article or group of related articles designated by trade or supplier's name followed by the words "or approved equal" or similar such terminology, the tender/proposal shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and "approved equal" will be made prior to acceptance of the tender/proposal. No substitutions shall be made without the prior written approval of the appropriate Department Head or their designate. No tender/proposal price shall be based on a presumed acceptance by the appropriate Department Head or their designate of a substitute item or supply.

20. TIPPING FEES (not applicable)

The cost of the tipping fees to dispose of excess materials on the County of Oxford Landfill site will be paid by the Township.

21. TAXES, DUTIES AND FREIGHT

The appropriate taxes will be charged and indicated in the total bid price.

Changes to government Taxes

Where a change in federal or provincial taxes occur after the tender/proposal closing date for a contract, and this change could not have been anticipated at the time of bidding, the Township will increase or decrease contract payments to account for the exact amount of tax involved. Claims for compensation for additional tax cost shall be submitted by the bidder to the Township of Zorra. Such claims for additional costs shall be submitted no later than 30 days after the date of acceptance of the work.



Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

22. PERMITS/LICENCES/APPROVALS

Unless otherwise expressly agreed by the Township in writing, the successful proponent shall be responsible for applying for, obtaining and maintaining, at its own cost (other than the building permit fees, municipal site plan approval or Committee of Adjustment applications fees) all necessary permits, licenses, consents and approvals relating to the provision of services in accordance with the contract and shall not do or suffer to be done anything in violation of any such permits, licenses, consents and approvals. If the attention of the successful proponent is called to any such violation on the part of the successful proponent, or of any person employed or engaged by the successful proponent, the successful proponent shall immediately desist from and correct such violation.

Further, upon completion of work, the bidder must furnish final certificates of approval by the inspecting authority.

23. AWARD

The Township reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of tender/proposal, and to award contracts to one or more bidders submitting identical tender/proposals as to price; to reject any and all tender/proposals or in whole or in part; to waive technical defects, irregularities and omissions if, in doing, the best interest of the Township will be served.

Should the Township 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 or to negotiate the prices/terms offered by the bidder.

The Township reserves the right to make awards within 90 days from the date tender/proposals are opened, unless otherwise specified in the tender/proposal, during which period tender/proposals shall not be withdrawn unless the bidder distinctly states in his tender/proposal that acceptance thereof must be made in a shorter specified time.

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the tender/proposal. All work must be scheduled and approved by the proper Township employee at the appropriate Township facility. The lowest or any tender/proposal not necessarily accepted.

24. EXECUTION OF CONTRACT

The bidder agrees that, notwithstanding anything to the contrary in this contract, that a maximum of 90 days shall be allowed between the date that tender/proposals are opened and the date that a tender/proposal is awarded, cancelled, or recalled.

Following contract award, the Township shall notify the successful bidder that his tender/proposal had been accepted. The formal contract agreement will be sent to the successful bidder in person or by mail, with instructions on how to properly complete and sign the document.

The successful bidder is to be allowed not more than fourteen days from receipt of the document for execution of the contract document. Failure to execute the contract documents or to provide the necessary guarantees, insurance, etc. within the specified time may result in the forfeiture of the tender/proposal deposit.

There shall be no variation or substitution from this tender/proposal unless approved in writing by the Chief Administrative Officer or designate.



Receipts of the goods, materials, equipments, work or service shall not waive any of the terms and conditions hereof. Defective goods, material or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the Township to cancel this tender/proposal without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time is to be of the essence of this tender/proposal.

25. ASSIGNMENT

It is mutually agreed and understood that the bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firms, company, or corporation without the previous written consent of the appropriate Department Head or designate.

26. PRE-CONSTRUCTION MEETING (not applicable)

A pre-construction meeting shall be scheduled with the successful bidder, following contract award. The bidder will be required to submit to the Township the following information at that time, namely:

- a) A construction "progress schedule" indicating clearly the proposed order and time allowance for various phases of the work in sufficient detail to show weekly progress.
- b) A listing of sub-contractors and suppliers that the bidder wishes to utilize for completing work on the contract.
- c) Requirements for building construction and renovation contracts: the successful bidder(s) must provide a copy of a current electrical and/or plumbing license for any bidders who plan to carry out the work as outlined in the contract specifications. Licenses must be provided at the pre-construction meeting.

27. WORKERS' SAFETY AND INSURANCE

Bidders shall submit, prior to commencement of work, or part of a pre-qualification, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following
 - i) Workplace Safety & Insurance Board Firm Number
 - ii) Workplace Safety & Insurance Board Account Number
 - iii) A "Clearance Certificate" issued by WSIB indicating that the bidder's account is in good standing.
- b) The bidder understands and agrees that the provisions of the ***Occupational Health & Safety Act*** and regulations and the Township's Health and Safety policies will be strictly adhered to at all times.
- c) The bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved foot wear, and that the equipment will be maintained in good operating order.
- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual



will have the following characteristics:

- offers services to various firms; reports to the government as a self-employed business (Revenue Canada/GST); owns and operates his/her equipment.

This person(s), therefore is not automatically covered for WSIB purposes. This person(s) must contact WSIB for a “worker status ruling” as an independent operator and subsequently provides the Township with a copy of the letter from the WSIB.

28. CONTRACT GUARANTEE AND INSURANCE

The bidder hereby agrees on acceptance,

- a) to perform this contract in accordance with the terms hereof;
- b) to save the Township, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee or licensee;
- c) to guarantee the work for a period of one (1) year unless otherwise specified herein, such guarantee to be against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- d) to furnish adequate protection from damage for all work, to repair damage of any kind, for which their workers are responsible, to the premises or equipment, to his own work or the work of other persons;
- e) to pay for all permits, (with the exception of building permits), licenses and fees and to comply with all by-laws and regulations of the Township and other lawfully constituted authorities and with all relevant statutes or regulations;
- f) must carry comprehensive general liability (bodily injury and property damage) in the amount of three million (\$5,000,000) dollars unless otherwise stated. The comprehensive general liability insurance will include coverage for completed operations and contractual liability under this contract. The successful bidder will be required to provide the Township with insurance certificates evidencing the bidder’s compliance certificate of insurance and insurance policies must clearly state that the Township of Zorra as an additional name insured. Before commencement of the work, the bidder shall provide the Township with a certified copy of the insurance.
- g) the liability insurance must cover the use of explosives prior to such use when the work involves the use of explosives. The bidder shall be solely responsible for all damage, loss or costs resulting directly or indirectly from the use of explosives. The bidder shall indemnify and save harmless to the Township from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the use of explosives.

With respect to the comprehensive general liability insurance, the Township of Zorra must be added as additional insured.

The certificate(s) of insurance and copies of insurance policy(ies), each stating that this insurance is the primary insurance for purposes of the bidder’s general liability and property damage and any other claims against the Township, must be files with the Chief Administrative Officer.

Will works within fourteen days of official notification of contract award. The Township of Zorra reserves the right to approve all Certificates of Insurance.

The insurance coverage noted shall be maintained in force throughout the term of the contract. The policy shall provide the Township a 30 day written notice of any cancellation. The bidder shall be responsible for



deductible amounts under the policies.

All risk property insurance shall be in joint names of the bidder and the Township insuring not less than the sum of the amount of the contract price. The coverage shall be maintained continuously until 10 days after the date of the final certificate of payment.

Automobile Liability Insurance:

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the bidder and endorsed to provide the Township with not less than 30 days notice in writing in advance of any cancellation.

- h) to comply with the provisions of the ***Occupational Health and Safety Act***, regulations and the Township of Zorra and Safety Policies, and the bidder further agrees that the Township shall be at liberty to terminate this contract or halt all or any part of the work there under without incurring any liability to the bidder, should the bidder be in breach of the aforesaid Act, regulations or policies;
- i) to save the Township, its agents or employees, harmless from liability of any kind to the Worker's Safety and Insurance Board arising out of the performance of this contract;
- j) to employ only licensed tradesmen where so required by law and to furnish satisfactory proof thereof when required by the Township;
- k) Supervision:

The bidder shall keep the contract under its control and shall not assign, transfer or sublet any portion without first obtaining the approval of the Township. The consent of the Township to any such assignment, transfer, or subletting shall not relieve the bidder of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the contract. The bidder shall receive all notices, communication, orders, instructions, or legal service as if it were performing the work with its own equipment and personnel.

The bidder shall exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the bidder any orders or communications relating to the work. Any supervisor or worker who is not acceptable to the Township, by reason of incompetence, improper conduct, etc., shall be replaced by the bidder forthwith.

The bidder shall abide by the hours of work for occupations involved in accordance with the law of the Province of Ontario or Government of Canada.

29. DEPOSIT

No deposit is required.

30. RISK

The work shall remain at the risk of the bidder until delivery of the work covered by this tender/proposal.

31. HOLDBACK

In accordance with the ***Construction Liens Act***, a hold back in the amount of 10% of the total tender/proposal bid shall be enforced for a period of 45 days after substantial completion.

32. SOILS REPORTS (not applicable)

These reports are prepared for design purposes, and when provided to the bidders, are for information



purposes only. Bidders bidding on or undertaking the works must rely on their own investigation and interpretation of this information, and draw their own conclusions as to how this will affect their bidding and construction techniques.

33. MATERIALS/EQUIPMENT

CSA or ESA Approval or other approved Agencies – all electrical equipment and component parts must be Canadian Standard Association (CSA) approved or Electrical Safety Authority (ESA) approved or other approved agencies.

- a) All materials required by the bidder in carrying out the terms of this contract shall be supplied at his expense.
- b) The bidder shall make or cause to be made and shall maintain an inventory of all hazardous materials and all hazardous physical agents that are present in the materials utilized by the bidder in carrying out the terms of this contract, in accordance with the **Occupational Health & Safety Act**, as amended and the Controlled Products Regulations under the Workplace Hazardous Materials Information System, as amended.
- c) The bidder shall ensure that:
 - i) every container utilized in carrying out the terms of this contract that contains hazardous material is and remains labeled in the prescribed manner.
 - ii) an unexpired material safety data sheet, containing such information.
 - iii) and material safety data sheets required by Clauses (i) & (ii) are made available by the bidder in compliance with the above-noted legislation or any other such legislation.
- d) The bidder will meet current and applicable standards of the **Occupational Health & Safety Act**, regulations and the Township of Zorra and Safety Policies.
- e) The bidder is responsible for pre-start health & safety review.

34. PAYMENT

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

Progress payments will only be provided if it is part of the contract and the terms are agreeable to both the bidder and the Township of Zorra.

35. QUANTITIES

Where quantities are set out in a schedule of unit prices which forms part of the contract documents, it is pointed out that these quantities are approximately only and are given as a basis for comparing tender/proposals only.

Payment will be based on the final quantities used. In the case of an error in extending the unit prices, the unit price shall be used to determine the corrected tender/proposal price.

The prices bid by the bidder shall include all costs incurred as a result of carrying out the work under winter conditions.

Contingency Allowance: Must be included in the bid price and will not be accepted as an addition unless through a change order.

36. CANCELLATION OR DELETION



The Township reserves the right to reject any or all tender/proposals and the lowest or the highest, as the case may be, will not necessarily be accepted.

The Township reserves the right to cancel or delete any portion of the work and the bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The Township, in its uncontrolled and unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate tender/proposal for a similar work covered hereby and the bidder acknowledges such right and waives any claim for the Township's exercise thereof in good faith.

Notwithstanding the acceptance of a tender/proposal or the awarding of the contract by the Clerk's Department, the contract shall not become effective and shall not be binding upon the municipality until a written contract embodying the instructions, specifications, terms and conditions set out in the tender/proposal documents and the accepted tender/proposal of the successful bidder, has been signed by the Clerk's Department.

In the event of strikes, accidents or unexpected events causing stoppage of work, the Township reserves the right to suspend this contract.

37. WITHDRAWAL OF OFFER

A bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract/ withdrawals can only be made in person and the bidder wishing to withdraw from a particular tender must attend at the Township Office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the tender. The completed withdrawal form, specific to the time of return, shall then be signed by the agent and Township's CAO.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) tender from the same bidder may result in the disqualification of the bidder.

The tender deposit shall be forfeited to the Township when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

38. INDEMNIFICATION (HOLD HARMLESS)

The successful proponent shall indemnify and hold harmless the Township of Zorra, its officers, Council members, partners, agents and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Township of Zorra and against all loss, liability, judgments, claims, suits, demands or expenses with the Township of Zorra may sustain, suffer or be put to resulting from or arising out of the successful proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agent, officials and employees.

39. THE BIDDER/PROPONENT DECLARES THAT:

- a) No person, other than the bidder has any interest in this tender/proposal or in the contract proposed to be entered into.
- b) This tender/proposal is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a tender/proposal for the same work, and is in all respects fair and without collusion or fraud.



- c) That several matters stated in the said tender/proposals are in all respects true.
- d) The bidder has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions, and under the provisions herein set forth, and to accept full payment therefore in accordance with the schedule of prices hereto annexed, and the bidder also agrees that this tender/proposal is to continue open to acceptance until this tender/proposal is executed on behalf of the Township and that the Township may at any time without notice, accept this tender/proposal whether any other tender/proposal has been previously accepted or not, and the bidder hereby agrees that if the bidder withdraws this tender/proposal before the Township shall have considered the tender/proposal and awarded a contract, the amount of the deposit on this tender/proposal shall be forfeited to the Township.
- e) No member of Council or employee of the Township has any pecuniary interest, direct or indirect in this tender/proposal.
- f) The bidder as well as his heirs, executors, administrators, successors and assigns are deemed to forfeit all claims against the Township under the contract including claims for all work done and/or supplies and/or services furnished under it if it should appear that a member of Council or an employee of the Township has been given, has, or is at any time given a pecuniary interest direct or indirect in this tender/proposal or a contract resulting from this tender/proposal.

No payment will be made under a contract resulting from this tender/proposal until an affidavit or a statutory declaration has been sworn by the person claiming payment or by such other person as the Council deems acceptable, to the effect that no member of the Council or employee of the Township has any direct or indirect, pecuniary interest in such contract or in the money thereby claimed and that the amount of the claim is correct.

40. FREEDOM OF INFORMATION AND PRIVACY ACT

The Township of Zorra will consider all bidder responses as confidential subject to the limitations set out under the *Municipal Freedom of Information and Protection of Privacy Act*, 1989.

41. GENERIC SPECIFICATIONS

To ensure that there are fair and equitable opportunities to all suppliers to bid wherever possible generic specifications will be used to describe goods or services or the term “brand name” or “equivalent” can be used. Equivalent must be approved equal by consultant or end user, in writing.

***Note: Where the Township has standardized on products/equipment that product or equivalent will be used.**

42. PRIVILEGE CLAUSE

Council and the Clerk’s Department, as the case may be, shall, in awarding contracts, have regard to:

1. Compliance with specifications;
2. The total acquisition cost;
3. The ability, capacity and skill of the supplier to perform the contract;
4. Whether the supplier can perform the contract promptly and within the time specified without delay or interference;
5. The quality of performance of previous contracts with the Township and with others;
6. The sufficiency of the financial resources of the supplier to satisfy the contract;



7. The quality, availability and adaptability of the goods and services to the particular use required;
8. The ability of the supplier to provide future maintenance and services; and
9. Any other specifications included in the contract;
10. All tenders/proposals or any tender/proposal may be rejected and contract may be awarded to any supplier not necessarily the lowest or highest as the case may be.

43. RECORD AND REPUTATION

Without limiting or restricting any other right or privilege of the Township and regardless of whether or not a tender or proposal or proponent/bidder otherwise satisfies the requirements of a tender or RFP, the Township may reject summarily any proposal or tender from any person where:

1. In the opinion of the Council of the Township of Zorra, the commerce relationship between the Township and the bidder/proponent has been impaired by the prior and/or current act(s) or omission(s) of such bidder/proponent including but not limited to:
 - a) Litigation with the Township of Zorra;
 - b) The failure of the proponent/bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the Township by such proponents, after the Township has made demand for payment of the same;
 - c) The refusal to follow reasonable directions of the Township or to cure a default under any contract with the Township as and when required by the Township or the Township's Representatives;
 - d) The proponent refusing to enter into a contract with the Township after the proponent or bidders tender or proposal, bid or quote has been accepted by the Township;
 - e) The bidder/proponent refusing to perform or to complete performance of a contract with the Township, at any time, after the proponent has been awarded the contract by the Township;
 - f) Act(s) or omission(s) resulting in a claim by the Township under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the proponent on RFP or a tender; within the five (5) year period immediately proceeding the date on which the RFP/tender is awarded;
2. In the opinion of the Council of the Township of Zorra or the Clerk's Department, there are reasonable grounds to believe that it would not be in the best interest of the Township to enter into a contract with the proponent/bidder, including (without limiting the generality of the foregoing):
 - a) The conviction of that person or any person with whom that person is not at arm's length within the meaning of the **Income Tax Act** (Canada) of an offence under any taxation statute in Canada;
 - b) The conviction or finding of liability of that person under the **Criminal Code** or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
 - c) The conviction or finding liability of that person under the **Environmental Protection Act**, or corresponding legislation of any other province or any member of the European Union



or the United States of America, where the circumstances of that conviction evidence of a gross disregard on the part of that person for the environmental well-being of the communities in which it carries on business;

- d) The conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
- e) The conviction or finding of liability of that person under the **Securities Act** or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

44. VALIDITY OF TENDERS

See Schedule 'A', attached hereto.

45. TERMS & CONDITIONS

All Terms and Conditions must conform to the Township's Schedule "A".

46. ERROS AND OMISSIONS

The Township of Zorra shall not be held liable for any errors or omissions in any part of this tender/proposal. While the Township of Zorra has used considerable effort to ensure an accurate representation of information in this tender/proposal, the information contained in the tender/proposal is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Township of Zorra, nor is it necessarily comprehensive or exhaustive. Nothing in the tender/proposal is intended to relieve the bidders from forming their own opinions and conclusions with respect to the matters addressed in the tender/proposal.

47. CONFILCT OF INTEREST

All firms are required to disclose to the Township any potential conflict of interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the Township may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

48. ALTERNATIVE PROPOSALS (Not applicable for tenders)

Proponents may wish to submit one (1) or more proposals representing an alternative to the requirements of the Terms of Reference. Such alternatives are welcome, provided that they comply with the essential requirements set forth in this document and contain adequate justification (including costs) to the alternatives to allow comparison to the base submissions. The evaluation committee will be the sole decision maker on what alternative is acceptable. Proposals that do not comply with the essential requirements are not encouraged and will be rejected. If you are submitting an alternative proposal, attach the alternative to the Proposal Bid Form and submit in one (1) envelope. Do not alter the original Proposal Bid Form provided.

49. EXCLUSIVITY CLAUSE

The Township makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for



the provision of the described deliverables. The Township may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

50. COMMUNICATIONS

All communication (including clarification required from a technical perspective and/or from a purchasing perspective) between the Township and prospective vendors **MUST BE** in written form at via email or fax. To facilitate comprehensive responses, bidders are encouraged to email their questions as soon as possible to acorcoran@zorra.on.ca or fax to (519) 485-2520. Please be advised that Hotmail-based e-mails may be blocked by the Township of Zorra servers.

No verbal instructions or verbal information to bidders will be binding on the Township. Do not contact any other staff persons, other than the Clerk's Department staff, regarding this tender. This is to ensure that all bidders and proponents receive the same answers to all questions and in the case of RFP evaluations, Committee members are not subject to lobbying.

Bidders and proponents that do not follow this instruction may be subject to disqualification.

51. RESULTS

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however, unit prices will not be disclosed where proposals were requested as a total contract price.

We reserve the right to publish the total evaluation scores of all proponents and the total bid amounts of the successful proponent. Unsuccessful proponents may request information regarding their evaluation from the Purchasing Agent or his designate.

52. ELECTRONIC COMMERCE

When proponents are provided with the option of emailing their proposal response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company/partnership signs the proposal bid form via electronic signature.

53. TERMS OF PAYMENT

The terms of payment for all invoices relating to this tender/proposal are net 30 days unless otherwise specified in the document.

54. SALES TAX

The successful proponent/bidder, if and when required, will provide any necessary documentation that the Township would require to support sales tax recovery claims.

SCHEDULE "A"

SCHEDULE "A"

| | IRREGULARITY | RESPONSE |
|--------|--|--|
| 1 | Late Bid. | Automatic rejection and not opened or read publicly. |
| 2 | Unsealed Envelope. | Automatic rejection. |
| 3 | No bid security or agreement to bond or insufficient bid deposit or agreement to bond | Automatic rejection. |
| 4 | Bids completed and/or signed in erasable medium | Automatic rejection. |
| 5 | All required sections of bid documents not completed. | Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor, the incomplete nature is trivial or insignificant. |
| 6 | Qualified bids (bids qualified or restricted by an attached statement). | Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor, the qualification or restriction is trivial or not significant. |
| 7 | Bids received on documents other than those provided or specified by the Township. | Automatic rejection. |
| 8 | Bids containing clerical errors, which are trivial or insignificant. | Forty-eight hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor. |
| 9 | Failure to execute agreement to bond (surety's consent) or bonding company corporate seal or signature missing from agreement to bond. | Automatic rejection. |
| 10 (a) | Failure to execute bid bond by bidder and bonding company. | Automatic rejection. |
| (b) | Corporate seal of the bidder and bond company, missing. | Forty-eight hours to correct. |
| 11 | Documents - execution | |
| (a) | Corporate seal or missing signature; signatory's authority to bind the corporation or signature missing. | Forty-eight hours to rectify situation. |
| (b) | Corporate seal and missing signature; signatory's authority to bind the corporation or signature missing. | Automatic rejection |
| 12 | Erasures, overwriting or strike out which are not initialled: | |

Schedule "A"

Page 2

| | | |
|-----|--|--|
| (a) | Uninitialled changes to the tender documents, other than unit prices, which are trivial or not significant; | Forty-eight hours to initial. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Township solicitor. |
| (b) | Unit prices in the schedule of prices have been changed but not initialled and the Contract totals are consistent with the price as changed; | Forty-eight hours to initial change in unit price. The determination of what constitutes trivial or insignificant uninitialled changes shall be made in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Township solicitor. |
| (c) | Unit prices in the schedule of prices have been changed but not initialled and the contract totals are consistent with the price as changed; | Automatic rejection. |
| 13 | Mathematical errors which are not consistent with the unit price. | Forty-eight hours to initial corrections as made by the Clerk's Department. |
| 14 | Bids, in which all necessary addenda, which have financial implication, have not been acknowledged. | Automatic rejection. |
| 15 | Any other irregularities. | The Agent, Department Head in charge of the bid solicitation and the Township solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant. |

**THE CORPORATION OF THE
TOWNSHIP OF ZORRA**



SECTION 3

**SPECIFICATIONS/SCOPE OF WORK/
TENDER BID FORM**

TENDER 2009-06

**TENDER FOR
SUPPLY OF A WOOD AND BRUSH CHIPPER**



SCOPE OF WORK

1. General

The Township is inviting Tenders for One (1) wood and brush chipper

It is the intent of the attached specifications to describe specific details of the equipment required in this Tender. It is the responsibility of the successful Bidder to supply any part or accessory not described in the specification but supplied as the manufacturer's standard equipment. All equipment shall be delivered with all accessories installed and operating.

The specification included herein describes the type, size, design and construction of equipment which is felt necessary to meet the performance and service requirements of the Township. Bidders desiring to quote on equipment which deviates from these specifications but which they believe to be equivalent, both as to individual component parts and the completely assemble units, are required to submit alternative bids on the equipment which so deviates.

The attached specification/confirmation pages form part of this Tender and must be completed and returned with the Tender. Where capacities, rating, dimensions, etc are requested, bidders must provide appropriate specific information. In all other areas, bidders must confirm whether equipment complies with the requested specifications.

The equipment supplied and all parts and all replacement parts thereof are to be **new only (not re-manufactured), never used and of the latest manufacture. The equipment should not be pre-owned or demonstrator models.**

Any reference to trade name or manufacturer in the specifications is for the sole purpose of designating a standard of quality or type. Bidders are required to enclose descriptive literature with their Tender.

2. Safety Requirements

The equipment supplied must meet relevant health and safety provisions. All engines must operate to specifications and be equipped with pollution emissions controls as required by law in the Province of Ontario.

3. Warranty Requirements

Bidders must submit a copy of the manufacturer's standard warranty for the equipment Tenders, with the completed specification/confirmation pages and Forms of Tender. Bidders are requested to also include details and cost of any extended warranties available on major power train components.



4. Selection Criteria

The following are the key criteria that will be used to evaluate the Tenders. The list is not in any particular order of priority. The Township will base its selection on a combination of the following criteria as a minimum:

- The responsiveness of the Tender to all requirements
- Ease of operation, serviceability and maintenance requirements for the finished product
- Anticipated schedule for completion and delivery of the finished product
- Warranty information including description and service location of the facility
- History of your company
- Final price and payment schedule

While cost is clearly a very important factor, the Township will select a Proponent using all of the criteria listed above.

SCHEDULE "A"
DETAILED DESIGN SPECIFICATIONS

Equipment Summary

In Feed opening - 15"
 Tier III 125 hp liquid cooled diesel engine
 Transport Canada approved

SPECIFICATION

CONFIRMATION

Dimensions:

| | | |
|--|----------------|----|
| Transport length shall be approx 195 inches | YES | NO |
| Transport width shall be approx 86 inches | YES | NO |
| Overall height of unit shall not exceed 104 inches | YES | NO |
| Specify tongue weight | SPECIFY: _____ | |
| Maximum weight shall not to exceed 7,000 lbs SPECIFY: | YES | NO |
| Specify trailer G.V.W.R | SPECIFY: _____ | |

Engine

| | | |
|--|----------------|----|
| Industrial, liquid cooled diesel engine supplied | SPECIFY: _____ | |
| Engine shall produce minimum 125 gross horsepower (91kW) @2400 R.P.M. | YES | NO |
| Specify displacement of engine | SPECIFY: _____ | |
| Engine shall be equipped with a spin on replaceable full flow oil filter with integral bypass | YES | NO |
| Air cleaner will be dry type with primary and secondary stage with restriction indicator | YES | NO |
| Low oil pressure and high coolant temperature shutdown system shall be supplied | YES | NO |
| DELUXE INSTRUMENTATION includes tachometer/hour meter, fuel gauge, coolant temperature, oil pressure and voltmeter and an air restriction indicator mounted at air cleaner | YES | NO |
| Pull fan shall be supplied | YES | NO |
| Fuel tank capacity shall be 170 liters minimum | YES | NO |
| Electrical system will be 12 volt complete with 850 CCA battery and solenoid activated throttle | YES | NO |
| Two speed electric throttle supplied | YES | NO |
| Unit to have automotive type self adjusting 13 inch clutch and designed so that clutch cannot be engaged at high RPM | YES | NO |
| Permanent type ethylene glycol antifreeze rated to minus 40 degrees Celsius supplied | YES | NO |

SCHEDULE "A"
DETAILED DESIGN SPECIFICATIONS

SPECIFICATION

CONFIRMATION

Chassis

| | | |
|---|-----|----|
| Trailer must have transport Canada approval including serial plate | YES | NO |
| Trailer frame shall be "Z" type channel .25 inch minimum (.6 cm X 18 cm) | YES | NO |
| Suspension shall be torsion rubber type axle, rated at 7,000 lbs minimum | YES | NO |
| Wheels to be 16.0 x 6 inch with 8 bolt rims | YES | NO |
| Tires shall be 235/80R16 with load rand E minimum | YES | NO |
| Pintle hitch adjustable up and down to a minimum of 8 inches and rated to the gross weight of the chipper | YES | NO |
| Two safety chains with locking snap hooks supplied | YES | NO |
| Lockable battery box shall be supplied | YES | NO |
| Electric brakes shall be supplied | YES | NO |
| L.E.D turn, reverse and stop lights to Ministry of Transport Standards with guards over rear lights shall be installed and supplied | YES | NO |
| S.A.E type, 6 wire round pin trailer plug with wiring harness supplied and installed | YES | NO |
| All lights to be anti shock mounted, recessed an shielded To prevent damage | YES | NO |
| Integral fenders on unit shall be supplied | YES | NO |
| Tongue jack with a capacity of 3500 pound minimum with height adjustment shall be supplied | YES | NO |

Hydraulic System

| | | |
|--|-----|----|
| Oil tank capacity shall be 12 gallons (45 liters) minimum | YES | NO |
| A means to check the hydraulic oil level shall be supplied | YES | NO |
| Hydraulic flow divider supplied to ensure equal roller speed | YES | NO |

SPECIFY _____

| | | |
|--|-----|----|
| Hydraulic pump to be direct drive off of engine | YES | NO |
| Hydraulic pump must have minimum capacity of 5.5 gallons per minute at a maximum R.P.M. with a relief pressure of 2800 psi | YES | NO |
| Open center system with return filtration system with strainer in the hydraulic tank shall be supplied | YES | NO |

SCHEDULE "A"

DETAILED DESIGN SPECIFICATIONS

SPECIFICATION

CONFIRMATION

Feed System

In-feed opening shall be 20" (51 cm) vertical SPECIFY _____

In-feed opening shall be 15" (51 cm) horizontal SPECIFY _____

Unit shall be equipped with a system that senses SPECIFY _____
loss of R.P.M. from the engine and automatically stops
the feed system until engine R.P.M. recovers and allows
material to automatically re-feed into the table without operator
involvement

YES NO

Speed control shall be variable speed flow divider YES NO

Discharge chute shall be crank driven with a rotational
capacity of 270 degrees swivel YES NO

Chute shall have a spring loaded adjustable flipper end YES NO

Chute to be capable of being locked into desired position YES NO

Dual vertical feed rollers shall be minimum 20.9" (53 cm) YES NO

Feed roller size 20.9 diameter by 20 inches high to
reduce wrapping and both feed rollers to move YES NO

Variable feed rate shall be 0-122 feet per minute minimum YES NO

Feed table 67" (171 cm) in length minimum from feed roller
to end of the table YES NO

Feed table to have spring assist lift YES NO

Chipper Unit

Drum Style chipper supplied YES NO

Knives to be approximately .625 x .50" x 8" SPECIFY _____

Lock out of chipper shall be possible to prevent rotation
while changing blades YES NO

In feed capacity shall be 15"X 20 " (45 cm x 51 cm) minimum YES NO

Chip discharge shall be 270 degrees YES NO

Chipper feet rate shall be 122 ft per minute minimum SPECIFY _____

Chipper drum speed shall be 1980 R.P.M. minimum SPECIFY _____

Drum size shall be 22.5" diameter, 22" (57 cm) width
with a cutting width of 15"(38 cm) approx. SPECIFY _____

SCHEDULE "A"
DETAILED DESIGN SPECIFICATIONS

SPECIFICATION

CONFIRMATION

Driven shaft will be approx. 2 15/16" (61.9 mm) diameter

YES NO

SPECIFY _____

Bottom feed stop bar shall be supplied

YES NO

Feet stop bar shall be approx. 65" from pinch point of rollers

YES NO

Bottom bar shall be distinctively paint with two sensitivity settings

YES NO

A gauge to set knife clearances shall be supplied

YES NO

Miscellaneous

Extra 2 sets of blades supplied

YES NO

Training on all operational aspects to be provided including videos and printed material

YES NO

One set of operators manuals to be provided printed on waterproof paper and stored in lockable, waterproof box on chipper

YES NO

One set of full service maintenance manual and parts manual supplied

YES NO

Options

List any additional options included in price of tendered unit but not listed in specifications.

TENDER 2009-06
TENDER FOR A WOOD AND BRUSH CHIPPER

Description

Price

Price for completed unit:
F.O.B. Township of Zorra

\$ _____

PST (IF APPLICABLE)

\$ _____

PLUS 5% GST

\$ _____

TOTAL PRICE

\$ _____

-
-
- This contract will be executed within two weeks from date of award (may be executed earlier) - December 14, 2009.

Addendum Acknowledgment Section: Failure to complete this section when addendums have been issued may render your proposal as non-compliant. Please ensure you complete this section if an addendum(s) has been issued.

If awarded the contract, the proponent agrees to complete the work in accordance with the tender Specifications, and the following Addenda:

Addendum No. _____ dated _____, 2009. Addendum No. _____, dated _____ 2009

Addendum No. _____ dated _____, 2009. Addendum No. _____, dated _____ 2009

The undersigned has read, understands and acknowledges all instructions, terms and conditions contained in this tender document:

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME & POSITION OF PERSON SIGNING: _____

SIGNATURE: _____ **DATE:** _____

"I have the authority to bind the Corporation/Company/Partnership"

**ATTACH THIS SHEET TO THE FRONT OF YOUR TENDER
ENVELOPE/PACKAGE SUBMISSION**

**TENDER
TO BE RETURNED TO:**

**THE CORPORATION OF THE TOWNSHIP OF ZORRA
274620 27TH LINE, P.O. BOX 306
INGERSOLL, ON N5C 3K5**

**TENDER FOR
A WOOD AND BRUSH CHIPPER**

Bidder's Name: _____

Address: _____

| For Township Use Only | |
|-----------------------|--------------------|
| Date Stamp | |
| _____ | _____ |
| Time Received | Employee Signature |

NOTE: This address label/sheet must be affixed to the front of your sealed tender envelope/package submission. The Township will not be held responsible for envelopes or packages that are not labeled.