The Corporation of the Township of Strong
RFQ 2022-06 Roadside Brushing

Quotation For:	**Roadside Brushing**
Location:	**Township of Strong**
Quotation Closing:	**May 5, 2022 at 10:00 a.m.**
Quotation Opening:	**May 6, 2022 at 9:00 a.m.**

Sealed Quotations clearly marked
Quotation 2022-06 Roadside Brushing

will be received at the Township Office to the Attention of

Dan Truchon, Treasurer
The Corporation of the Township of Strong
Box 1120, 28 Municipal Lane
Sundridge, ON
P0A 1Z0

Lowest or any Quotation not necessarily accepted

Faxed or emailed Quotations will not be accepted

RFQ 2022-06

The undersigned hereby agrees to perform or supply the work covered by this Quotation.

1. DEFINITIONS

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

(a) "Contractor" means the individual, firm, company, or corporation submitting a Quotation to the Township;

(b) "Township" means the Township of Strong;

(c) "Treasurer" shall mean the Treasurer of the Township of Strong.

(d) "Work" means any of the under noted or any combination thereof:

Supply or provision of articles or materials;
Supply of Labour;
Performance of functions or tasks;
Provision of services;
Equipment operated or not operated; or
Construction or repairs as specified.

2. SCOPE OF WORK

The Township of Strong is requesting submissions from interested parties for a machine and operator to conduct Roadside Brushing adjacent to municipal roadways. The specifications for brushing are as set out in Schedule "A".

3. WORK LOCATION

The Strong Township Administration/Public Works Lead will advise of the road locations to be brushed. A map for reference of the location of the township roads is attached as Schedule "B". Not all roads will be subject to brushing. The Strong Township Administration/Public Works Lead will advise of the specific locations and lengths to be brushed.

4. EQUIPMENT

All vehicles and equipment shall be maintained in good running order for duration time. The successful contractor must keep the Strong Township Administration/Public Works Lead or his designate informed if equipment will be out of commission for any length of time, thereby delaying the time to complete the job at hand. No claim, demand or legal proceedings are to be brought against the Township in respect of damage to vehicles and equipment.

5. MEASUREMENT FOR PAYMENT

Charges of equipment and operator shall not commence until the Contractor has received work instructions from the Township Strong Township Administration/Public Works Lead or a designate.

6. INQUIRIES

All inquiries concerning the RFQ, prior to closing, shall be directed in writing to the official point of contact: Dan Truchon, Treasurer at treasurer@strongtownship.com.

7. BASIS FOR ACCEPTANCE OF QUOTATION SUBMISSIONS

The form as supplied for this Quotation must be used and will be received by the Treasurer or their duly authorized representative until 10:00 a.m. local time on Thursday, May 5, 2022. Submissions received after closing time will not be considered. Quotations are to be placed in a sealed envelope clearly marked with the label sheet provided at the end of this document.

a. The Quotation must be legible and prepared in ink or by typewriter. Any erasures or overwriting of prices must be initialed.
b. The bid must not be restricted by a statement added to the Quotation Form, a covering letter, or alterations to the Quotation Form provided by the Township.
c. A Contractor desiring to adjust a bid must withdraw the bid and supersede it with a later bid submission.
d. Fax or E-mailed bids will not be accepted.
e. All bids shall be irrevocable after the due date and are to remain open to acceptance for a period of ninety (90) days or until a contract is signed with the successful Contractor(s), whichever occurs first.
f. All expenses involved with the preparation and submission of bids to the Township, or any work performed in connection therewith shall be borne by the Contractor.
g. The Township expects that all costs to complete the work shall be included in the bid. Additional costs identified during completion of the project must be submitted in writing and approved by the Township prior to completion of the work.

8. WORKPLACE SAFETY AND INSURANCE BOARD

The successful Contractor shall provide the Township with a current copy of their WSIB Clearance Certificate or Independent Operator Status within five (5) calendar days of receiving the Acceptance Notice.

It is the successful Contractor's responsibility to provide and maintain current clearance certificates to the Township for the duration of the project.

9. HEALTH AND SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Occupational Health and Safety Act and the Township of Strong Health & Safety Guidelines. The Township of Strong maintains that all Contractors and Sub-Contractors must adhere to the following health & safety practices;

a. Demonstrate the establishment and maintenance of a health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation as well as Township of Strong health and safety policy and procedures.
b. Are held accountable for their health and safety performance.

c. Ensure the workers in their employ are aware of the hazardous substances that may be in use at the workplace and wear the appropriate personal protective equipment required for the work.

10. AWARD

The Township reserves the right to accept or reject any or all quotation(s)/bid(s), to negotiate with the successful Contractor(s), split the award or to waive irregularities and omissions, if in so doing the best interests of the Township will be served. No liability shall accrue to the Township for its decision in this regard. Any bid or any part of any bid will not necessarily be accepted. The lowest bid does not necessarily constitute an award. The Township is not obligated to award a contract to any Contractor pursuant to this Request for Quotation.

11. LAWS AND REGULATIONS

The successful Contractor shall comply with the relevant federal, provincial, and municipal statutes, regulations and by-laws pertaining to the work and its performance. The successful Contractor shall be responsible for ensuring similar compliance by its suppliers and sub-contractors (if applicable). The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

12. SUB-CONTRACTORS

The successful Contractor shall not assign or sub-let the Contract or any part thereof or any benefit of interest therein, or there under, without the prior written consent of the Township of Strong. The awarded Contractor shall be held as fully responsible to the Township for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

13. SCHEDULE OF ITEMS AND PRICES

Prices shall be submitted in Canadian funds with the Harmonized Sales Tax (HST), if applicable, shown separately on invoice. Please note any other pricing options available on quotation form. The schedule of items and prices is set out on Schedule "C" attached.

14. NO ALTERATIONS/VARIATIONS

No alterations or variations of the terms of the Quotation shall be valid or binding upon the Township unless authorized in writing by the Treasurer or his/her designate.

15. CONTRACT GUARANTEE

The Contractor 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 Contractor is not the patentee, assignee, or licensee;

(c) To furnish adequate protection from damage for all work, to repair damage of any kind, for which he/she or his/her workmen are responsible, to the premises or equipment, to his/her own work or the work of other persons;

(d) To pay at his/her own expense for all 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) To deliver a certified copy of the Firm's Public Liability and Property Damage Insurance Policy for the works, within five (5) calendar days of receiving the Acceptance Notice. Coverage shall be at least two million ($2,000,000) dollars per accident in the name of the Township. **Failure to provide such proof shall result in cancellation of the Contract.**

16. PAYMENT

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

No money shall become due or be payable under this contract unless and until a certificate thereof shall have been signed by the said Township Strong Township Administration/Public Works Lead or his designate. The possession of which is hereby made a condition precedent to the right of the Contractor to be paid or to maintain any action for such money or for any part thereof.

17. QUANTITIES

Where quantities are set out in the Schedule "B" which forms part of the contract documents, it is pointed out that these quantities are approximate only and are given as a basis for comparing Quotations only. Payment will be based on the final quantities.

In the case of an error in extending the unit price, the unit price shall be used to determine the corrected quotation price. The prices quoted by the Contractor shall include all costs incurred as a result of carrying out the work under local conditions.

18. CANCELLATION OR DELETION

The Township reserves the right to reject any or all Quotations 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 outlined and the Contractor agrees to such cancellation or deletion without 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 Quotation for a similar work covered hereby and the Contractor acknowledges

such right and waives any claim for the Township exercise thereof in good faith.

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

19. WITHDRAWAL OF OFFER

The Contractor who has submitted an offer may request that his/her offer be withdrawn. The withdrawal shall be allowed if the request is made before the closing time for the receipt of offers. Withdrawal requests must be directed to the Treasurer by letter, e-mail or in person. Telephone requests will not be considered. When withdrawals are made in person, the Treasurer shall obtain a signed withdrawal form confirming the details of the withdrawal. Offers confirmed as withdrawn shall be returned unopened to the Contractor. Withdrawal notices received after the offer has been received shall, together with the confirmation or withdrawal be dealt with at the opening of offers by announcing that the offer has been withdrawn. The Quotation amounts in a withdrawn offer shall not be read.

20. HOLD HARMLESS

The Contractor upon acceptance hereby agrees:

To indemnify and keep indemnified and save harmless the Township and each of its officers, servants and agents from and against all actions, suits, claims, executions, and demands which may be brought against or made upon the Township, its officers, servants and agents, from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the Township, its officers, servants and agents by reason of, or on account of, or in consequence of its acceptance of this Quotation or of the performance thereof.

To pay the Township and to such officer, servant or agent thereof, on demand, any loss, costs, damages or expenses which may be paid, sustained or incurred by the Township or any of its officers, servants or agents in consequence of any such action, suit, claim, lien execution or demand, and any monies paid and payable by the Township or any of its officers, servants or agents, in settlement or in discharge or such payment all account thereof, and that in default of such payment all such loss, costs, damages and expenses, and any monies paid or payable by the Township, its officers, servants or agents, and any monies payable by the Contractor under any of the terms and conditions of this Quotation may be deducted from any monies of the Contractor than remaining in the possession of the Municipal account of this or any other contract, or may be recovered from the Contractor, the surety or sureties named in the bond hereto attached in any court of competent jurisdiction as monies paid at their request or under any letter of credit.

The Contractor hereby authorizes and empowers the Township or its solicitor for the time being, to defend, settle or compromise any of such actions, suits, claims, liens, executions or demands as the Township or its said solicitor may deem expedient and also hereby agrees to ratify and confirm all acts of the Township or its solicitor in that behalf, and to pay to the said settling, or compromising any such actions, suits, claims, liens, executions or demands as the Township may deem it expedient to defend, settle or compromise, and that in default of such payment, the same may be deducted from any monies payable by the Township to the Contractor on any account whatever.

SCHEDULE "A"
TO QUOTATION 2022-06

The Municipality has a responsibility to maintain its publicly travelled roadways and roadside allowances in a safe condition to provide all potential users and that the Township roadway intersections are adequately cleared of obstructions to provide improved:

- Site Lines
- Overhead Clearances for Larger Vehicles
- Roadside Clearances for Road Maintenance Equipment
- Snow Storage Areas
- Winter Driving Surfaces

The intent of the Township's brushing program is to clear cut the Township Road allowances of all brush, shrubs, small trees, large trees, and overhanging tree canopy that address any or all of the above noted improvements.

General Conditions and Specifications for Roadside Brushing are set out below:

A. Work is to be completed with a four-wheel drive rubber tire/rubber track excavator or Gradall type equipment with a mounted rotary type of brusher with a minimum reach of 10 meters.

B. Brush is to be cut a maximum of six (6) to eight (8) inches above the ground.

C. Brush is to be cut to a maximum length of twelve (12) to eighteen (18) inches.

D. Brush is to be cut to fence line.

E. Any damage to fences will be the responsibility of the Contractor.

F. The municipality is not responsible for damage to equipment due to rocks, wire, etc. on road right-of-way.

G. Locations of Brushing will be indicated by the Strong Township Administration/Public Works Lead.

H. Successful Contractor shall erect warning signs at each end of road right-of way during brushing and adhere to Book 7 regulations.

I. Brushing shall be done at a time suitable to the Strong Township Administration/Public Works Lead, under his direction, and to his satisfaction.

If the successful contractor fails to commence work or neglects to proceed at a rate of progress satisfactory to the Corporation's Strong Township Administration/Public Works Lead, the Contract may become null, and void and the Township shall have the right to then employ such means as required to complete the Contract. In such a case the Contractor shall forfeit any claim, entitlement or right to payment for work not done or performed.

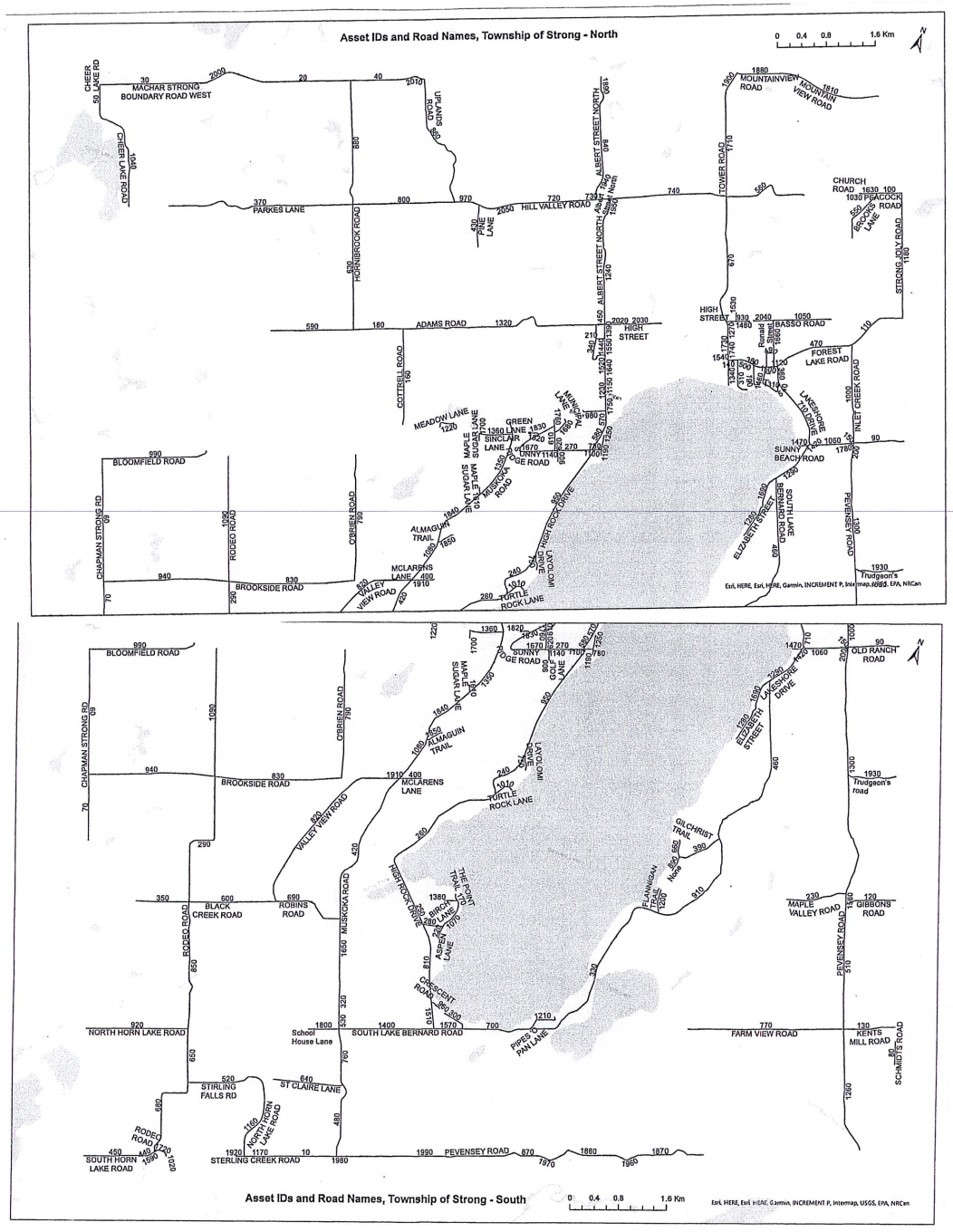
The Contractor shall not employ for purposes of fulfilling its obligations under the contract to be signed, any person or sub-contractor not skilled in the work to be assigned to them.

Neither the Corporation nor the Contractor shall assign to a third party the work to be performed under this contact without the written consent of the other.

Motorized equipment used by the successful Contractor under this Contract, shall incorporate a flashing beacon amber light so as to warn traffic of slow-moving equipment.

SCHEDULE "B"
TO QUOTATION 2022-06

Map of Township Road Network



The above map is only a reference for the identification Township of Strong Road network. The Strong Township Administration/Public Works Lead will assess the rural Township roads to be brushed and provide the list to the successful contractor.

The Township has the right to use the hourly rate as stated and submitted and choose to brush any road in the Township.

SCHEDULE "C"
TO QUOTATION 2022-06

Type of Equipment to be used:

_____

_____

_____

I agree to provide brushing services at any location in the Township as directed for 2022 for a cost of $_____ /hr (the rate is to include equipment & operator)

Maximum Hours Available in 2022: _____

I/We _____
The undersigned have examined the locality of the proposed work and being fully informed as to the nature of the work and the conditions relating to its performance thereto, hereby offer to furnish all materials, labour, tools, and things necessary for the completion of the work described above.

QUALITY OF EQUIPMENT

Equipment to be used shall be in satisfactory condition as to meet the required schedule in this contract. The Strong Township Administration/Public Works Lead has the right to accept or reject the equipment to be used based on his opinion of condition.

SUSPENSION OF WORK

The Contractor shall, upon written notice from the Strong Township Administration/Public Works Lead, discontinue or delay any or all of the work when, in the opinion of the Strong Township Administration/Public Works Lead, it is unwise to proceed for any reason whatsoever, and the work shall recommence upon the instruction of the Strong Township Administration/Public Works Lead.

Company Name: _____

Address: _____

_____

Phone Number: _____

Email Address: _____

DATED AT _____THIS _____DAY OF_____,20____.

PROPONENT SIGN HERE

_____
Signature

_____
Print Name & Title

_____
Witness

_____
Print Witness Name

Acceptance on Behalf of the Township of Strong

THE CORPORATION OF THE
TOWNSHIP OF STRONG

PER

_____
Kelly Elik, Mayor

PER

_____
Caitlin Haggart, Clerk Administrator

Label Sheet: Attach This Label Sheet to the Front of Your Tender Envelope/Package Submission

RFQ
To be Returned to:

Township of Strong
Attn: Dan Truchon, Treasurer
P.O. Box 1120, 28 Municipal Lane
Sundridge, ON, P0A 1Z0

RFQ 2022-06
Tender for Brushing

RFQ Closing at: 10:00 a.m., Thursday, May 5, 2022

Bidders' Name: _____

Address : _____

_____

_____

Email Address: _____

Contact Number: _____

For Township Use Only: **Date and Time Received:**

Note: This address label/sheet must be affixed to the front of your sealed Tender envelope or package submission. The Township of Strong will not be held responsible for envelopes or