



The Corporation of the Town of Essex

Request for Tender RFT-ID-23-002 Miscellaneous Spray Patching -2023

Date of Issue: June 13, 2023

Closing Information:

Date: July 05, 2023
Time: 3:00:00 p.m. Local Time
Location: 33 Talbot Street South
Essex, Ontario N8M 1A8

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1. Introduction

1.1. Background Information

The Town of Essex is located in southwestern Ontario, approximately 28 kilometers southeast of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The Town of Essex consists of four distinct and unique centres - Essex Centre, Harrow, McGregor and Colchester. The current population of the Town of Essex is 20,427.

The Town of Essex is seeking Tenders from qualified contractors for the application of Spray Patching in accordance with Ontario Provincial Specification Standards HF 150S emulsion (as per OPSS.PROV 1103) and shall use Class 2 aggregate (as per OPSS.MUNI 1006)

2. Tender Process

2.1. Closing Date and Time

Tenders shall be submitted prior to or by **Wednesday July 5, 2023, at 3:00:00 p.m.** local time. Any bids received after the specified closing date and time will not be considered.

2.2. Opening of Tenders

A public opening of Tenders will take place **Wednesday, July 5, 2023, at 3:15:00 p.m.** local time, at the Essex Municipal Offices, Council Chambers, at 33 Talbot Street South, Essex, Ontario.

2.3. Corporate Contact

Additional information regarding this Request for Tender can be obtained by contacting the following person by telephone or email:

Jackson Tang, Assistant Manager, Business Services

Fax: 519-776-7171

Email: jtang@essex.ca

Contact with Town of Essex officials or Town of Essex staff other than the staff member named as the contact on this Request for Tender is not permitted and

will be considered grounds for disqualification in the bidding and selection process.

2.4. Tenders to Remain Open

Tenders will be held open by the Town for a period of no greater than ninety days for full review and awarding. Should the Town require an extension past the ninety day period; each submitted bidder will be notified on an extension.

2.5. Cancellation

The Town of Essex in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this Request for Tender or to change the Scope of Work, or to cancel this Request for Tender without stating any reasons therefor.

2.6. Freedom of Information

The tenderer hereby consents to disclosure of its information contained in this Tender submission, pursuant to The Municipal Freedom of Information and Protection of Privacy Act, Revised Statutes of Ontario 1990, Chapter M. 56.

2.7. Confidentiality

The Town of Essex and the tenderer agree that the content of each response to this Request for Tender will be held in the strictest confidence, and details of any response will not be discussed with any other party. By submitting a response to this Request for Tender, each tenderer agrees not to disclose, at any times, these details. Only information subject to the Freedom of Information and Privacy Act may be disclosed. The Town agrees to notify the tenderer should a request for information be received.

3. Accessibility for Ontarians with Disabilities Act

The selected tenderer shall comply with all applicable provisions of Accessibility for Ontarians with Disability Act. Refer to Appendix F - Tenderer Accessibility Agreement.

Information on accessible customer service training is available online from the Ministry of Community and Social Services at

www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/customerService/

4. Employees

In the performance of the scope of work of this Request for Tender, the successful tenderer shall be an independent General Contractor. Neither the successful tenderer nor any of their employees shall be deemed to be employees of the Town of Essex.

5. Costs Incurred by Tenderer

Except as expressly and specifically permitted in the Request of Tender documentation, no tenderer shall have any claim for any compensation of any kind whatsoever, because of participating in the Request for Tender, and by submitting a tender each tenderer shall be deemed to have agreed that it has no claim. Any and all expenses involved either directly or indirectly due to the preparation and submission of a tender in response to this Request for Tender or any work performed in connection thereof shall be borne by the tenderer.

6. Protection of Work and Property

The successful tenderer shall be held responsible by the Town of Essex for all damage caused by himself, his employees, or any sub agents, including damage to subsurface or surface utilities, properties, pavement, sidewalks, curbs, buildings, homes or structures adjacent to or in the general area of the work, through any other cause relating to the work mentioned in this Request for Tender. Additionally, the successful bidder will be required to make good all such damage at his own expense to the satisfaction of both the owner and the Town of Essex.

The successful tenderer shall conduct the work at all times, with the safety of employees on the job and the safety of the public in mind. All work shall be done in accordance with recognized safe working practices and all Government requirements applying to the work.

7. Conflict of Interest

Tenderers participating in this Request for Tender process shall disclose, prior to entering into an agreement, any potential conflict of interest. If such a conflict exists, the Town of Essex may, at its discretion, withhold the award of the contract from the tenderer until the matter is resolved.

8. Tender Submissions

Submissions shall be in letter form and must, at a minimum, address the scope as set out in this Request for Tender under section 9 and all mandatory requirements as set out in sub-section 26.4.

All tenderers should carefully review this Request for Tender for errors or questionable matter. Comments or the need for clarification must be made in writing as requested in this Request for Tender. Disputes based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Town of Essex as per the terms set out in this Request for Tender.

The tender submission should be clear, concise and complete. The Town of Essex shall have the sole, final decision in the selection process.

Additionally, please provide an electronic version in a Microsoft Office compatible electronic format on a standard USB stick. If there is any discrepancy between the electronic version and the original hard copy, the "original" hard copy shall take precedence.

The Town of Essex reserves the right to make additional copies of all submissions for its internal review process and to provide such copies to its staff and external advisors, as it deems necessary.

9. Scope of Work

Miscellaneous spray patching shall use HF 150S emulsion (as per OPSS.PROV 1103) and shall use Class 2 aggregate (as per OPSS.MUNI 1006). The Contractor shall provide to the Town's Manager, Operations and Drainage with their emulsion and aggregate application rates for approval prior to commencement of work. No work shall commence until the Contractor has received approval. Contractor shall ensure that the existing surface treatment is swept and clear of debris, prior to surface treatment application.

10. Quantities

The quantities as set out in the Form of Tender are approximate only, and are given as a basis for estimating and comparing bids. Payment will be based on the final confirmed quantities picked at the Asphalt Plant by the Town of Essex Operations Department.

11. Deletion of Work

The tenderer shall take note that the Town of Essex reserves the right to delete any portion of the work for its own interest. The tenderer shall further take note that any such deletion of any part of the work shall not invalidate the Tender. The successful tenderer shall enter into a satisfactory Contract and otherwise comply with all of the requirements of the Contract Documents for any portions of the work remaining to be done after any such deletions.

12. Insurance**12.1. Insurance Coverage**

The successful tenderer shall procure and maintain Comprehensive General Liability insurance in accordance with this section. The successful tenderer shall file with the Town of Essex, together with the signed contract, prior to the start of any work, a copy of the policy of Comprehensive General Liability Insurance clearly stating that the Comprehensive General Liability Insurance complies with all the requirements of the signed contract. Insurance shall be obtained from a company satisfactory to the Town of Essex.

The successful tenderer's policies of insurance shall cover himself (the General Contractor and all sub-General Contractors) and shall name the Town of Essex additional insured. All insurance shall remain in effect for the periods indicated in this contract.

The Comprehensive General Liability Insurance shall:

- (a) Have a limit of liability not less than \$2,000,000 inclusive for any one occurrence
- (b) Include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the General Contractor
- (c) Be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty days written notice to the Town of Essex
- (d) Name the Town of Essex including its' officers and employees while performing their duties on behalf of the Town of Essex as additional insured's under the policy

The successful tenderer shall pay for all premiums and expense incurred as a result of such insurance.

12.2. Proof of Insurance

Proof of such insurance is to be submitted and filed at the Town of Essex Municipal Office before commencing any work and annually thereafter.

13. Employment Insurance and Workplace Safety and Insurance Act

The successful tenderer shall, at all times, pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act. The successful tenderer shall, at the time of entering into a contract with the Town, provide to the Town satisfactory proof that all assessments or compensation payable to the Board have been paid and the Town may, at any time during the performance or upon the completion of such contract, require a further declaration that such assessments or compensations have been paid.

A current and valid Certificate of Clearance shall be submitted upon confirmation of a bidder being awarded and accepting the job. The successful tenderer, during the term of the contract, is to provide the Town with any renewed or updated Certificate of Clearance. The Town of Essex will not accept responsibility for obtaining from or on behalf of a successful bidder a current Certificate of Clearance. The successful tenderer clearly understands and agrees that it is their responsibility to maintain and provide a Certificate of Clearance in good standing to the Town throughout the full term of the contract.

The successful tenderer clearly understands and agrees that they are not, nor is anyone hired by the successful tenderer, covered by the Town of Essex under the Workplace Safety and Insurance Board, the Unemployment Act, or any Act, whether Provincial or Federal, in respect of the successful tenderer, their employees and operations, and shall upon request furnish the Town of Essex with such satisfactory evidence that they have complied with the provisions of any such acts.

If the successful tenderer fails to do so, the Town of Essex shall have the right to withhold payments of such sum or sums of money due to them that would be sufficient to cover their default and the Town of Essex shall have the right to pay same. Information on coverage under the Workplace Safety and Insurance Act can be obtained directly from the Workplace Safety and Insurance Board. The Town of Essex is not to be deemed the employer or the supplier of the successful tenderer's personnel under any circumstances whatsoever.

14. Health and Safety

14.1. The Occupational Health and Insurance Act

The successful tenderer shall comply with all conditions and regulations of the Occupational health and Safety Act and all applicable regulations and amendments thereto, any other Federal or Provincial Statute or Local By-Law concerning safety or any other phase of his work on this contract.

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the successful tenderer, by executing the Contract unequivocally acknowledges that they are the "Constructor" within the meaning of the Occupational Health and Safety Act.

The successful tenderer acknowledges by way of submitting a Quotation that they are the Constructor as defined by the Occupational Health and Safety Act.

The successful tenderer will agree to take full responsibility for any Health and Safety violations as well as the cost to defend such charges as a result of any violation.

14.2. Occupational Health and Safety Act and Traffic Control Regulations

The successful tenderer shall comply with the Occupational Health and Safety Act and the Ministry of Transportation of Ontario guidelines of Book 7 for traffic control plans. A copy of the traffic plan or plans shall be submitted to the Manager, Operations prior to commencing work. Failure to execute a traffic plan will result in work stoppage.

15. Ability and Experience of Successful Bidder

The successful tenderer must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner.

The Town of Essex may investigate as it deems necessary to determine the ability of the tenderer to perform and the tenderer shall furnish the Town of Essex all such information and data for this purpose as the Town of Essex may request. The Town of Essex reserves the right to reject any tender if the evidence submitted by or investigation of such tenderer fails to satisfy the Town of Essex that the tenderer is qualified to carry out the obligations of the contract.

16. Sub-Contractors and/or Suppliers

If the tenderer proposes to use an alternate product or Sub-Contractor for any part of the work, he shall request approval in writing from the Town. The Town reserves the right at any time to object or refuse to accept any Sub-Contractor or Supplier's product for inclusion in the work, and the Town shall not be required to give any reason for such objection or refusal. No substitute for any Sub-Contractors shall be allowed without written approval from the Town of Essex.

Nothing contained in the Contract Documents shall create any contractual relationship between any Sub-Contractor and the Town of Essex. Should the successful tenderer be requested to change its Sub-Contractor, the Town of Essex will not be responsible for any additional costs incurred by the successful tenderer as a result of this request.

17. Notice of Project

When applicable, the successful tenderer shall notify the Ontario Ministry of Labour with a Notice of Project as required under the Occupational Health and Safety Act and Regulations, and shall provide a copy of same to the Town of Essex.

18. Notice of Commencement of Works

Prior to commencing any work, the successful tenderer shall inform the Manager, Capital Works and Infrastructure of their intention to commence work at least one week prior to commencing. The successful tenderer shall attempt to complete the work without delay once he has commenced the work. If for any reason the work does not proceed continuously then the successful tenderer shall notify the Manager, Capital Works and Infrastructure.

19. Responsibility for Damages to Utilities

The successful bidder shall note that overhead and underground utilities such as electrical, gas, telephone, cable television and water are not shown on the drawing. It is the successful bidder's responsibility to contact Utility Companies for information regarding utilities, to exercise the necessary care in construction operations by obtaining locates from such utility companies and taking any other precautions to safeguard the utilities from damage. The successful bidder will be liable for any damages to utilities.

20. Reservation of Right

Tenderers will not have the right to change conditions, terms or prices of the Request for Tender once the tender has been submitted in writing to the Town, nor shall tenderers have the right to withdraw a Tender once it has been submitted.

21. Addenda

The Town of Essex may, at any time prior to the closing date, issue addenda correcting errors, discrepancies or omissions in the Request for Tender, or clarifying the meaning or intent of any provision therein. Any addenda issued after the posting of this Request for Tender will be published on the Town's website at www.essex.ca and Merx up to and including the closing date as indicated in Section 2. It is the sole responsibility of the tenderer to review and respond to published addenda issued following the issuance of this Request for Tender in their submissions.

If addenda are issued prior to three days of closing this Request for Tender, the closing date of this Request for Tender may be adjusted accordingly.

The following apply regarding any request for clarification of any aspect of the RFT:

- (a) Tenderers must submit requests for clarification by fax or email to the RFT Corporate Contact, or as may otherwise be directed by the RFT Corporate Contact.
- (b) In submitting a request for clarification, a tenderer must include its address, telephone number, facsimile number and email address.
- (c) Where a question relates to a specific section of this RFT, reference should be made to the specific section number and page.

- (d) Requests for clarification must be submitted on or before **June 29, 2023**.

The Town of Essex will provide tenderers with written responses to questions that are submitted in accordance with the above mentioned. Questions and answers will be distributed in numbered Addenda to bidders by posting such Addenda on the Town's website at www.essex.ca and Merx. In answering a bidder's questions, The Town of Essex will set out the question(s), but without identifying the tenderer that submitted the question(s) and may, in its sole discretion:

- (a) edit the question(s) for clarity;
- (b) exclude questions that are either unclear or inappropriate; and
- (c) answer similar questions from various tenderers only once.

Where an answer results in any change to the RFT, such answer will be formally evidenced through the issue of a separate Addendum for this purpose.

22. Pricing to Remain Firm

Pricing provided under this Request for Tender shall remain firm for a period of Ninety (90) days from the date of closing this Request for Tender.

23. Harmonized Sales Tax

Changes in taxes due to the introduction of the new Harmonized Sales Tax became effective July 1, 2010. Successful tenderer will be required to provide invoices that meet the Town's reporting and information requirements as it pertains to the Harmonized Sales Tax.

24. Measurement of Payment

Progress payment will be for work completed as of the date of the invoice, upon approval of the Manager, Capital Works and Infrastructure.

This agreement may be terminated should the successful tenderer fail to fulfill the work in its entirety to the satisfaction of the Manager, Capital Works and Infrastructure. In addition, the Town of Essex may suspend the successful tenderer's bidding privileges for a period not exceeding 12 months.

25. Procurement Policy By-Law / Governing Law

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy By-Law Number 1043, respecting purchasing (copy available upon request). By submitting a Tender for this subject, the Tenderer agrees to be bound by the terms and conditions of such By-Law and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

26. Method of Submission**26.1. General Requirements**

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail. All Tenders submitted under Request for Tender RFT-ID-23-002 must be clearly marked as follows:

Miscellaneous Spray Patching -2023**Request for Tender RFT-ID-23-002**

Attention: Jackson Tang, Assistant Manager, Business Services
Corporation of the Town of Essex
33 Talbot Street South, Essex, Ontario N8M 1A8

Faxed or e-mailed Tenders provided by any tenderer will be a breach of the Request for Tender and will result in the total rejection of any bids received, or to be received from such tenderer in any form, under this Request for Tender.

26.2. Delivery of Tenders

Tenders delivered through a Courier Service shall be the responsibility of the tenderer and shall result in the submission being rejected where:

- (a) The Tender is delivered to a location other than that stated on the label provided by the Owner;

- (b) The Tender Envelope/Package enclosed in the Courier Envelope does not state "Tender Documents Enclosed" and is not removed from the Courier's Envelope prior to the closing date and time; and/or
- (c) The Tender is delivered later than the closing date and time.

26.3. Submission Labels

The tenderer delivery label as supplied in Appendix E, by the Town of Essex, as part of this Request for Tender and identified in Section 26.4 Mandatory Requirements, must be affixed to the outside of the tenderer's envelope without any extra covering.

For Courier delivered documents, tenderers shall ensure that the tender response is enclosed within a separate envelope inside the Courier packaging with the tenderer delivery label affixed to the exterior as identified above.

26.4. Mandatory Requirements

Submissions under this Request for Tender must include all of the following documents in addition to any and all requested documentation as set out within the contents of this Request for Tender. Failure to include any of the following mandatory documents or other documentation as set out within the contents of this Request for Tender, including but not limited to being properly signed/executed, filled out and dated as set forth in each of the individual appendices and statements, will disqualify a tender document submitted in conjunction with this Request for Tender.

- (a) Appendix A - Form of Tender
- (b) Appendix B - Tenderer Identification Sheet.
- (c) Appendix C - Acknowledgement of Tender Documents Received by tenderer and Addenda, duly signed by a person authorized to bind the tenderer organization and affixed with the corporate seal if applicable.
- (d) Appendix D - Occupational Health and Safety Declaration for Construction Projects duly signed by a person authorized to bind the tenderer organization and affixed with the corporate seal if applicable.
- (e) Appendix E - Tender Submission Label
- (f) Appendix F - Tenderer Accessibility Agreement

27. Appendix A - Form of Tender

Description: Miscellaneous spray patching (quantities are approximate and may be subject to change)

**Request for Tenders
Miscellaneous Spray Patching -2023**

Tender By: _____

Address: _____

Phone Number / Fax Number / Email Address: _____

Notification of Commencing Work

I/We (the contractor) promise to commence supply by _____
and to diligently perform the work continuously without undue delay and further agree to
complete the work by _____, 2023

Estimated Quantity: 15,000 Square Meters

Unit Cost: \$ _____

Total Tender Price: _____

13% H.S.T. (Harmonized Sales Tax): _____

Total Tender Price including 13% H.S.T.: _____

(Please provide us with a breakdown as per attached Schedule of Items and Prices.)

Name of Tenderer/General Contractor _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)

28. Appendix B – Tenderer Identification Sheet

Request for Tender
Miscellaneous Spray Patching -2023
(Must be returned with Tender)

Name of Tenderer/Business: _____

Contact Person's Name: (if applicable) _____

Mailing Address: _____

City and Province: _____

Postal Code: _____

Telephone Number: _____

Facsimile Number: _____

Cell Phone Number: _____

Email Address: _____

Signing Authority Name (if applicable): _____

Tenderer or Signing Official Signature: _____

I have the authority to bind this Corporation
Corporate Seal (if applicable)

29. Appendix C-Acknowledgement of Tender Documents

**Received by Tenderer and Addenda for
Request for Tender**

Miscellaneous Spray Patching -2023

(Must be returned with Tender)

By affixing my/our signature below, the Tenderer or authorized agent, hereby acknowledges and confirms the following four paragraphs:

- (a) I/We declare that this tender is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
- (b) I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Essex for the goods and services described herein.
- (c) I/We acknowledge that we have received the following addendum to this Request for Tender and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Essex has been received.

Number of last addendum _____

Description of last addendum _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

30. Appendix D -Occupational Health and Safety Declaration

Request for Tender
Miscellaneous Spray Patching -2023
(Must be returned with Tender)

On behalf of (Legal name of Company): _____

I/We certify that we have a Health and Safety Policy and will maintain a program or prior to commencement of work, implement such a policy as required by the Occupational Health and Safety Act, R.S.O. 1990, chapter O.1, as amended (The "Ontario Health and Safety Act") through the duration and completion of all work performed under this Request for Tender.

With respect to the good/service being offered pursuant to this Request for Tender, including any subcontracted services, I/We acknowledge the responsibility to, and shall:

- (a) Fulfill all of the "constructor" obligations under the Ontario Health and Safety Act and ensure that every employer and every worker performing work on the project complies with the Ontario Health and Safety Act and its regulations;
- (b) Ensure that adequate and competent supervision is provided as per the Ontario Health and Safety Act to protect the health and safety of workers; and to
- (c) Provide information and instruction to all employees to ensure they are informed of the hazards inherent to the work and understand the procedures for minimizing the risk of in injury or illness.
- (d) I/We agree to take every precaution reasonable in the circumstances for the protection of worker health and safety, as required by the Ontario Health and Safety Act.

Name of Tenderer/Business _____

Signing Authority Name (if applicable) _____

Date of Signature _____

Tenderer or Signing Official Signature _____

I have the authority to bind this Corporation

Corporate Seal (if applicable)

31. Appendix E - Tender Submission Label

(Must be returned with Tender affixed to the outside of the envelope)

Tenderer Delivery Label

From: _____

Contact: _____

Telephone: _____

Deliver To:

**The Corporation of the Town of Essex
Request for Tender
Miscellaneous Spray Patching 2023
Attention: Jackson Tang, Assistant Manager, Business Services
E-Mail: jtang@essex.ca
33 Talbot Street South, Essex, Ontario, N8M 1A8**

32. Appendix F - Tenderer Accessibility Agreement

Request for Tender Miscellaneous Spay Patching 2023

(Must be returned with Tender)

By signing below, I/We hereby certify the accuracy of the following statement:

I/We hereby confirm that all staff and Sub-Contractors providing goods and services to the public or third parties working on behalf of the Town of Essex have received Accessible Customer Service Training in compliance with Regulation 429/07 Accessible Standards for Customer Service of the Accessibility For Ontarians with Disabilities Act.

Date of Signature

Tenderer/Business's Name

Signing Authority Name (if applicable)

Tenderer or Signing Official Signature

I have the authority to bind this Corporation

Corporate Seal (if applicable)